

MANAGEMENT AGREEMENT OF PROPERTY MANAGEMENT COMPANY

In consideration of the covenants herein contained, Early Learning NH on behalf of the Seacoast Early Learning Alliance (called Alliance or Alliance Members), and *Property Management Company* (called Agent or Management) agree as follows:

Article 1

The Alliance hereby employs the Agent as an independent contractor to assist in the management of The Seacoast Early Learning Alliance for the period of one year beginning February 1, 2012. If either party wishes to terminate this contract at any time and for any reason, they may do so by serving, in writing, ninety days notice of their intent.

Article 2

The Alliance (total of up to 14 members) shall compensate Management at a rate of \$x,xxx per month. This fee will be fixed for a period of one year. The fee shall be payable in advance on the 1st day of each month during the term hereof. Please see Additional Fee Schedule attached to this contract.

The Alliance hereby gives to the Agent the following authority and powers and agrees to assume the expenses (See Attached Fee Schedule) in connection herewith as specifically provided below;

- A. To act as a consultant to Alliance Members, to suggest engineering firms and contractors for capital projects such as roofs, paving, masonry, infrastructure, etc. The Agent will interview and recommend contractors and will contract with the successful bidder on behalf of Alliance Members.
- B. To recommend and to engage for the Alliance Members upon approval by the Board of Directors all contractors required for the day to day operation and maintenance of the property. The agent shall not be responsible for acts of the contractors or their negligence.
- C. Subject to prior approval of the Alliance Members; to make contracts for electricity, gas, fuel, water, telephone, window cleaning, trash or rubbish hauling and other services as authorized by the Alliance Members, or such of them as the Agent shall deem advisable; the Alliance Members to assume the obligation of any contracts so entered into at the termination of this agreement.
- D. The Agent shall assist the Alliance Members in obtaining insurance, including fire insurance, with extended coverage, and public liability insurance respecting the premises. The Alliance Members shall deliver a Certificate to the Agent evidencing the same. Coverage shall include the managing agent as a named additional insured.
- E. The Agent shall attend no more than 6 Alliance Meetings per year.

Article 3

Alliance Members agree to save the Agent harmless from all damage suits in connection with the Management of the herein described properties and from liability from injuries suffered by any person whomsoever and to carry, at its own expense, necessary public liability insurance adequate to protect the interests of the parties hereto, which policy shall be so written as to protect the Agent in the same manner and to the same extent it protects the Alliance Members, and will name Agent as named insured. This indemnification shall survive the term of this contract to also include any suits or actions filed subsequent to the time the Agent no longer manages the property.

Article 4

The Agent does not assume and is given no responsibility for compliance with Federal, State or Local statutes, ordinances, and laws covering the premises and all equipment, except to notify the Alliance Member promptly or forward to the Alliance Member promptly any complaints, warnings, notices or summonses received by it relating to said premises and/or equipment. The Agent shall use its best efforts to keep abreast of any laws which may affect the Alliance Members premises and equipment and notify/advise the Alliance Members of same.

The Alliance Members agree to indemnify and hold harmless the Agent from all loss, costs, expense and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such law ordinance, statute or regulation. The Alliance Members understand that the Agents are not lawyers, engineers, nor do they hold any licenses of any trades and therefore cannot be expected to be cognizant of every statute, ordinance or law relating to the operation of the Alliance Members. The Agent shall not be expected to deal with the municipality or lobby the municipality on behalf of the Alliance Members.

Article 5

This agreement may not be changed orally, shall bind and apply to any successor of the Alliance or Agent. Any notice hereunder shall be deemed to have been given if in writing and mailed by registered or certified mail, postage prepaid, return receipt requested, or hand delivered to:

Property Management Company
Street Address
City, State, Zip

Article 6

This agreement shall be binding upon the successors and assigns of the Agent, and the heirs, administrators, executors, successors and assigns of the Alliance.

Article 7

Notwithstanding the termination of this Agreement, the parties shall account to each other with respect to all matters as of the date of termination.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this _____ day of _____, 2012.

Property Management Company

By: _____
Title: _____

Seacoast Early Learning Alliance

By: _____
Title: _____

ADDITIONAL FEE SCHEDULE

All postal communications:	\$ current rate
24-Hour Emergency Line	To be billed at discounted rate only for the time spent responding to emergency
Human Resource Consultation	\$xx/ hr. (19.5 hours per year are included in basic contract)
Marketing Consultation	\$xx/hr. (30.0 hours per year are included in Basic contract)
Health and Safety Inspection	One interior and exterior included on an annual basis
Return check fee (to be paid by owner):	\$xx
Accounting	\$xx per child per month
Copies	\$0.xx/side (B&W)/ \$0.xx/side (Color)
GNCBS (Call Blast)	FREE for Emergency Use (\$0.xx per call for school cancellation notification to parents before or after normal business hours)
Legal Services	Discounted rate negotiated on needs
Website Design	Discounted rate to be negotiated based on complexity of site and the needs of member
ChildcareNH.ORG Web Presence	8 free months, then reverts to monthly charge (TBD)
NCIC Background Check	Current Rate
Major Project Oversight (over \$10,000.00)*	x.x% of cost
Insurance Claim Administration Fee**	x.x% of claim
Maintenance (95 hours per year are included in basic contract)	\$xx/hr. (for first 95 billed hours) \$xx/hr thereafter

* The major project fee is for the extraordinary oversight for those projects that involve extensive repair or replacement of an asset of the Alliance. This fee would not be charged for any operating expense that is part of the day to day operations of the property. The agent will always discuss such fees with the Alliance and when applicable, recommend whether an engineer should be involved with a project. The Agent reserves the right to not administer a capital project if it feels the Alliance is better served by additional professionals

** The insurance claim fee is charged to the carrier as part of a claim along with the invoices of any and all other vendors involved with the resolution of an insurance loss. If loss is not covered by carrier Alliance is still responsible for payment of this