

**ALLIANCE CAS, LLC
GENERAL SERVICES AGREEMENT**

This General Services Agreement (the "Agreement") is entered into as of this 11th day of **August**, 2016 by and between **The Lakes of Windermere Community Association, Inc.** a Florida not-for-profit corporation with its principal address located at **6972 Lake Gloria Blvd. Orlando, FL 32809** (the "Association") and ALLIANCE CAS, LLC, a Florida limited liability company with its principal address located at 1855 Griffin Road Ste. A-407, Dania Beach FL 33004 ("Alliance"). (Association and Alliance shall hereinafter collectively be referred to as the "Parties".)

WHEREAS, the Association hereby engages Alliance to provide collection services of unpaid assessments and maintenance fees against mutually agreed upon owners of any units at the property to which the Association has instructed Alliance to proceed with collection ("Unit Owner"). Alliance hereby warrants that it is a licensed collection agency in the State of Florida; and

WHEREAS, Alliance is a provider of services to common interest ownership communities which include the facilitation of assessments and maintenance fees collection; and

WHEREAS, the Association is an Association organized and existing under Florida law to act on behalf of the members of the Association; and

WHEREAS, Alliance is interested in providing its Services for the Association; and

WHEREAS, the Association is interested in engaging Alliance to provide Services to the Association; and

WHEREAS, all communications from Alliance pertaining to any matter related to the services being performed under this Agreement shall be directed to the Association.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties agree as follows:

1. No Fees to Association.

- 1.1 During the Term of this Agreement, all of Alliance's fees, costs or reimbursements shall be deducted solely from the monies collected by Alliance pursuant to this Agreement whether from owner payments, first mortgagee payments or otherwise. All Alliance fees, costs and reimbursements shall be in addition to any statutorily owed monies which may be owed to the Association from a Unit Owner.
- 1.2 Except as provided in Section 7 below, the Association shall not be obligated for the payment of any fees, costs or reimbursements to Alliance for the Services provided hereunder. However, the Association shall, at all times, assist and cooperate with Alliance in the collection of Alliance's fees, costs or reimbursements due and owing from any Unit Owner.
- 1.3 Association agrees to cooperate with Alliance in allowing Alliance to perform its collection duties as described in this Agreement. Association agrees that from the date of execution of this Agreement, Association will not attempt to collect any debt, fees or other monies owed from any Unit Owner, whether by writing or by telephone, or attempt to settle or resolve any account or debt with any Unit Owner, without the express written consent of Alliance. In the event Association does receive payment from any Unit Owner, Association shall forward such payment to Alliance within ten (10) days from receiving any such payment.

2. **Services.** Subject to the terms and conditions of this Agreement, Alliance agrees to perform all of the following services for the Association (the "Services"), and Alliance is given limited power of attorney on any files remitted to Alliance in assisting in the services described in section 2.1.

2.1 **Collection Services:** Alliance shall provide the Association with the services of a collection agency. When necessary Alliance will advance all fees and cost to their preferred attorney to handle any legal work as Alliance is not a Law Firm. The services under this Agreement may include, but are not limited to:

- The preparation and mailing of demand letters.
- The advancing of fees for preparation and recordation of liens.
- The advancing of fees in foreclosure actions.
- The preparation and dissemination of Estoppel Letters to all appropriate parties, at a reasonable fee charged to the requesting party.
- Collection efforts from our "agency call center" staffed with seasoned collectors who aggressively pursue recovery in compliance with FDCPA and FCCPA regulations.
- Provide detailed monthly reporting on all collections activities.

3. **Effective Date.** The Effective Date of this Agreement shall be the date of execution of this Agreement.

4. **Compensation.** For its Services, Alliance shall be compensated in accordance with the Fee Schedule, attached hereto as Exhibit A.

5. **Term.**

5.1 **Initial Term.** The Initial Term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement ("Initial Term").

5.2 **Renewal.** After the Initial Term has ended, this Agreement shall automatically renew for additional one (1) year terms unless terminated in writing by either party, at least thirty (30) days prior to the end of any applicable term

6. **Termination.** This Agreement shall terminate upon either of the following events:

6.1 Alliance or the Association may terminate this Agreement at any time, for any reason, with thirty (30) days advanced written notice of its intent to so terminate.

7. **Effect of Termination.**

7.1 **Outstanding Fees, Costs & Reimbursements.** If upon any termination, Alliance is owed any fees, costs or reimbursements by a Unit Owner, the Association shall, assist and cooperate with Alliance in the collection of Alliance's fees, costs or reimbursements due and owing from the Unit Owners. The Association has an obligation to Alliance only in the instance where Alliance has commenced collection proceedings (as evidenced by a demand letter sent) or where Alliance, through outside counsel, has proceeded with a lien and/or foreclosure on behalf of the Association and then the Association terminates the Agreement. Monies that will be due to Alliance are for the costs associated with the lien and/or foreclosure filings. The outside preferred Attorney is hereby given a lien on the claim or cause of action which is the subject of any litigation or matter, or any sum recovered by way of settlement, short sale, resale, foreclosure or Judgment thereon. The aforementioned Attorney herein shall have all general possessory, and retaining liens, special liens, and charging liens known to common law.

7.2 **Provisions Surviving Termination.** The provisions of Section 7 and Section 4 shall survive any termination of this Agreement.

8. **Available Remedies.** Each of the remedies provided under this Agreement is cumulative and in addition to any other remedies that may be available under this Agreement or at law or in equity, except as otherwise provided herein.
9. **Remittance and Payment Handling:**
- Alliance shall, within two (2) business days of receipt payment, deposit all amounts collected into an Escrow Account established by Alliance. Alliance shall execute a net remittance on all monies collected on a monthly basis. Alliance shall also provide Association with a remittance report at the time the remittance is made.
10. **Dispute Resolution and Venue.** For any dispute, claim or controversy, that arises or relates to this Agreement or an alleged breach thereof (a "Dispute"), the Parties agree to initially try in good faith to settle the Dispute between themselves. If they are unable to resolve the Dispute between themselves, the Parties agree to then attempt to settle by mediation within thirty (30) days from the date of request by either Party. The mediator, to be mutually selected by the Parties, shall conduct the mediation and the Parties shall share the cost of the mediation equally. Each party will cooperate fully with the mediator and will attempt in good faith to reach a mutually satisfactory compromise to the Dispute. Any such mediation shall take place in the county where the Association is located. If the Dispute is not resolved within thirty (30) days after the mediator initially meets with the parties, then it will be deemed an "impasse" and the Parties may proceed to litigation only in Miami-Dade County, Florida.
11. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida without reference to its principles of conflicts of law.
12. **Waiver of Right to Jury Trial.** EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE, SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OTHERWISE RELATING TO THE ASSOCIATION'S RELATIONSHIP WITH ALLIANCE, WHETHER IN CONTRACT, TORT OR OTHERWISE.
13. **Attorneys' Fees and Costs Incurred to Collect Assessments or Obtain Title.**
- 13.1 The decision of whether to pursue legal action against a unit owner for the collection of assessments or other monies due and owing the Association shall, at all times, be and remain with the Association, in its sole and absolute discretion.
- 13.2 In its sole and absolute discretion, Alliance may advance payments for the attorneys' fees and costs incurred in the Association's pursuit of those actions described in this Section 13, Alliance shall be repaid for such advance payments from the first monies it collects or generates on behalf of the Association, and Alliance is authorized to deduct the amounts necessary for repayment of these advances from any monies it receives or collects on behalf of the Association until all amounts advanced by Alliance under this Section 13 have been repaid.
14. **Attorneys' Fees Incurred to Interpret or Enforce this Agreement.** In the event of any Dispute hereunder or of any action to interpret or enforce this Agreement or any provision hereof, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, attorney fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, trial or on appeal.


15. **Notice.** All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (i) personally delivered; (ii) sent by a nationally recognized overnight delivery company providing a signed receipt; or (iii) sent by certified or registered mail, return receipt requested. All notices personally delivered or sent by a nationally recognized overnight delivery company shall be deemed effective when actually delivered as documented in a delivery receipt. All notices sent by certified or registered mail, return receipt requested, shall be deemed effective five (5) days after having been deposited in the United States mail. All notices shall be sent to the addressee at its address as set forth in the opening paragraph of this Agreement. The address for notices hereunder may be changed by either party, in a writing that complies with the above provisions.
16. **Miscellaneous.**
- 16.1 Assignment/Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns. Alliance may assign all its rights and obligations under this Agreement as long as the assignee agrees in writing to be bound by all the terms and conditions hereof and the Association gives its written consent thereto, which consent shall not be unreasonably withheld. Association may not assign its rights and obligations hereunder, except with the prior written consent of Alliance, which may be granted or withheld in Alliance's sole and absolute discretion.
- 16.2 Relationship of the Parties. The relationship of the Parties to this Agreement shall be service provider and customer and nothing in this Agreement shall be construed to grant any other powers or authority to the other Party, unless such powers and authority are expressly granted herein. No Party is authorized to represent, bind, obligate or otherwise contract on behalf of the other Party.
- 16.3 Waiver. A failure or delay of either Party to enforce any of the provisions of this Agreement, any right or remedy available under this Agreement at law or in equity, to require performance of any of the provisions of this Agreement or to otherwise exercise any option which is provided under this Agreement, shall in no way be construed as a waiver of such provisions, rights, remedies or options. In addition, no waiver of any breach or default hereunder shall constitute a waiver of any subsequent breach or default.
- 16.4 Entire Agreement. Except as otherwise provided, this Agreement, along with any and all exhibits or addenda attached hereto and incorporated by reference herein, constitutes the entire agreement between the Parties concerning the Services and supersedes all prior understandings, negotiations or other agreements, whether verbal or written.
- 16.5 No Modification or Amendment. This Agreement may not be modified or amended except by a written document executed by all Parties hereto.
- 16.6 Severability. A finding in any legal proceeding that any provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of the remainder of the Agreement, which shall remain in full force and effect.
- 16.7 Independent Covenants. Except as otherwise expressly provided herein, the Parties agree that each of the covenants, terms and conditions of this Agreement shall be deemed as severable and construed as independent of any other covenant, term or condition.
- 16.8 Force Majeure. Neither Party shall be liable for failure to perform all or part of this Agreement by reason of an Act of God, labor dispute, acts of terrorism, breakdown of facilities, fire, flood, legal

enactment, governmental order or regulation, or any other cause beyond their respective reasonable control.

- 16.9 Number/Gender. Whenever used in this Agreement and, where the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all genders.
- 16.10 Neutral Interpretation. The Parties acknowledge and agree that each has had a full and fair opportunity to read and review all the terms herein; that each has had a full and fair opportunity to have this Agreement reviewed by independent legal counsel; and that no provision of this Agreement is to be construed strictly, narrowly or against any party on grounds of authorship or draftsmanship.
- 16.11 Time of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.
- 16.12 Headings. All headings used herein are strictly for the reference and convenience of the Parties, and shall not be treated or construed as having any effect on the terms or provisions of this Agreement or the interpretation thereof.
- 16.13 Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be treated for all purposes as an original, and all of which together shall constitute one and the same Agreement.
- 16.14 Electronic Signatures. An executed copy of this Agreement received via facsimile or any e-mailed PDF of this Agreement signed shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this General Services Agreement to be executed as of the date shown below.

ASSOCIATION:

By: 
Name: Jon Johnston
Title: HDA Pres.
Date: 9/13/16

ALLIANCE:

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Fee Schedule

For the Services performed hereunder, Alliance shall be entitled to charge the following fees, where applicable:

1. Collection Activity.

- 1.1 In the event of recovery, in whole or in part, of the Association's claim, whether by judgment, settlement or otherwise (pre-suit or while suit is pending), Alliance shall be entitled to deduct its accrued fees from any and all recovery in accordance with this Section. All Alliance fees, costs and reimbursements are in addition to the statutorily owed monies to the Association.
- 1.2 Should Alliance (with the Association's approval) agree to settle a claim in exchange for an assignment of rents, deed-in-lieu of foreclosure, or any other similar agreement wherein the Association will recover all, or a portion of, its claim from income generated via rental/sale of real property, Alliance shall be paid its fees from any such revenue, whether through installments, lump-sum payment or otherwise. Additionally, in the event the Association obtains title to the unit, Alliance and/or outside counsel, shall be entitled to payment of fees from the rental or other income generated therefrom.
- 1.3 The Association authorizes Alliance to deduct from any recovery received, whether by judgment, settlement or otherwise, any outstanding monies due to Alliance, prior to disbursement to the Association, pursuant to the terms of this Agreement. The Association further authorizes Alliance to deposit checks payable to the Association, representing proceeds of any claim pursued by Alliance, into Alliance's escrow account, as the Association's duly appointed attorney-in-fact, and to make payment therewith to Alliance in accordance with any obligations due by the Association to Alliance under this Agreement.



As of December 1st, 2014

Below is a list of fees and costs Alliance C.A.S. may charge in its collection efforts on behalf of the Association in an attempt to collect past due assessments owed the Association.

Demand Letter	\$150.00
Advancing of Lien and Recording	\$485.00 + recording costs
Intent to Foreclose Letter	\$125.00
Advancing of Foreclosure Filing	\$595.00 + recording costs
Public Records Reporting	No Cost
Call Center - outbound calling	\$100.00/month
Initial Public Records Search	\$70.00
Postage	Actual Costs
Negotiations with Owner/Authorized Representative	Billed hourly

All fees & costs charged to each unit are the sole responsibility of the unit owner or bank. There may be fees and costs assessed for the additional work required while processing the sale of unit owned by a financial institution. If the fees & costs are not collected from unit owner or bank, the Association is not responsible for payment to Alliance C.A.S. All fees are subject to change without prior written notice.