



Jackie Windes Words, Ink!

2011-2012 PROFESSIONAL SERVICES AGREEMENT FOR SECRETARIAL SERVICES

THIS AGREEMENT is made and entered into by and between XYZ HOA and JACKIE WINDES (contractor).

Section 1. Scope of Services.

Contractor shall attend Regularly Scheduled and Specially Scheduled Board meetings, record and transcribe minutes of those meetings and submit minutes electronically to the XYZ HOA On-Site Management Office.

Section 2. Time of Performance.

Contractor's services shall be provided at regularly scheduled HOA General and Executive Session Meetings or Special Session Meetings as otherwise scheduled.

Section 3. Compensation.

1. XYZ HOA shall pay Contractor an agreed to sum, per meeting hour, with a two-hour minimum.
2. XYZ HOA shall not be held responsible to provide any additional compensation, payment, service or other thing of value to Contractor in connection with performance of Agreement duties. Administrative overhead and other indirect or direct costs Contractor may incur in the performance under this Agreement have already been included in computation of Contractor's fees and may not be charged to XYZ HOA.

Section 4. Method and Time of Payment.

1. Normal Billing Cycle is 30 days from receipt of invoice.
2. Invoices will be submitted for approval electronically, upon completion and submission of Meeting Minutes.

Section 5. Conflict of Interest.

Contractor covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

Section 6. Findings Confidential.

To the extent permitted, or required by law, any reports, information, data, etc. given to the Contractor by XYZ HOA will be kept confidential and shall not be made available to any individual or organization by Contractor.

Section 7. Relationship of the Parties.

The service to be rendered under this Agreement is that of an independent contractor. Contractor will not, at any time, directly or indirectly, act as an agent, servant or employee of XYZ HOA or their management company, or make any commitments or incur any liabilities on behalf of XYZ HOA or their management company.

Section 8. Insurance.

Contractor shall be responsible for the purchase and maintenance of insurance coverage. The insurance coverage shall remain in effect for the life of this Agreement and shall be primary and exclusive of any other insurance carried by XYZ HOA .

1. Certificates of insurance and bond will be provided in acceptable form upon request, naming XYZ HOA as, "Additionally Insured."
2. There shall be no cancellation or material change of the insurance coverage or intent not to renew the insurance coverage.