Association Management Agreement

The ________________ Chapter of Construction Financial Management Association (hereafter referred to as CFMA) and ________________, an independent contractor (hereafter referred to as Association Manager) agree to the following terms:

1. DESCRIPTION OF SERVICES. CFMA hereby retains Association Manager to perform management and administrative services on its behalf as described in Association Manager’s job description received __/__/__, which is attached to this agreement. Association Manager shall devote his/her best efforts to the performance of such management and administrative services. Association Manager shall perform additional services as agreed upon by the parties from time to time provided such services are mutually agreed upon in advance in writing.

2. INDEPENDENT CONTRACTOR. Association Manager shall at all times hereto be deemed an independent contractor, engaged by CFMA to manage its business affairs from his/her office. Contractor shall have no claim against CFMA for vacation pay, sick leave, retirement benefits, social security, workers’ compensation, health or disability benefits, unemployment insurance benefits or any other employee benefits of any kind. CFMA shall not be responsible for withholding taxes with respect to Association Manager’s compensation hereunder. Any and all sums required to be withheld under any applicable federal, state or local law shall be Association Manager’s sole responsibility and CFMA shall indemnify and hold CFMA harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with such failure to withhold. CFMA agrees to furnish the Association Manager with a 1099 IRS tax form.

3. RESOURCES. The work done by Association Manager on behalf of CFMA will be completed primarily from the office of the Association Manager. Therefore, the Association Manager agrees that he/she has, and will maintain the following resources, which will be used to perform the services set forth herein, on behalf of CFMA:
   - Computer that is able to access CFMA’s database and produce Microsoft Word and Excel documents
   - A fax machine
   - A high-speed internet connection
   - A laser printer
   - A scanner

Failure to maintain these resources may result in termination of this contract.

4. HOURS AND FEES. CFMA and Association Manager agree that it should take Association Manager approximately _____ hours per month, to perform the services set forth in this agreement. In consideration for _____ hours of service per month, and in consideration of Association Manager’s provision of the Resources, CFMA shall provide Association Manager with payment monthly of ___________ (“Monthly Payment”), plus Out of Pocket Expenses, as defined in greater detail below. Association Manager will
track all hours spent on CFMA’s projects in fifteen (15) minute increments. Association Manager shall invoice CFMA for any hours worked above _____ hours per month, at the rate of ______ per hour; provided, however, any services provided which are above _____ hours per month, must first be approved by the Chapter President, before such may be billed to the CFMA (“Overtime”). Overtime shall be invoiced by Association Manager to CFMA on an annual basis. The total number of hours worked each month will be reviewed by the CFMA quarterly.

5. OUT OF POCKET EXPENSES. All costs and expenses incurred on behalf of Association Manager and not included in the Monthly Payment (hereinafter referred to as “Out of Pocket Expenses”) shall include, but not be limited to telephone calls and dedicated line charges, postage, business supplies and printed materials, including but not limited to stationary, envelopes, file folders, copy charges, long distance fax charges, computer software, costs for outside contractors, such as lawyers, accountants, etc., reasonable travel expenses, including air fare, car rental, meals, hotels, mileage and other reasonable travel expenses. Any Out of Pocket Expenses in excess of ________ must first be approved by the Chapter President. Mileage shall be figured at the current IRS reimbursement rate. Association Manager will provide CFMA with valid documentation on a monthly basis for expenses incurred by the Association Manager on behalf of CFMA; such shall be attached to the Association Manager’s monthly invoice to CFMA.

6. INVOICES. Association Manager shall submit monthly invoices reflecting the Monthly Payment and Out of Pocket Expenses. Payment shall be due within thirty (30) days of invoice date. Such invoices shall include invoices and receipts as back up for all reimbursable expenses. In the event such back up is not received, CFMA may deduct from any sums due, or to become due to Association Manager, an amount equal to the sum of such expenses for which detailed backup is not provided to CFMA until such back up is received. Association Manager shall maintain at his/her own expense, except for the reimbursement provided herein, an organization and personnel adequate to perform its services as described herein.

7. INDEMNIFICATION. To the fullest extent permitted by law, the Association Manager shall indemnify, defend and hold harmless CFMA, its parent, partners, officers, directors, employees and anyone else acting for or on behalf of any of them (hereinafter collectively referred to as the “Indemnities”) from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the performance of the work of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, regardless of whether or not such claim, damage, loss or expense is caused in whole or part by a party indemnified hereunder, unless caused by the sole negligence of the party seeking indemnity. In no event shall either party be liable to the other for indirect or consequential damages, whether or not such party has been advised of the possibility of such damages and regardless of the form of action.
8. OTHER BUSINESS. Association Manager may act for and render management and administrative services to other persons, firms, or corporations during the term of this Agreement, provided that such services do not relate to matters that may be confidential or directly competitive or adverse to CFMA.

9. TERM. The term of this agreement shall be effective as of ________________, and shall continue in full force and effect through ________________, provided; however, this agreement may be renewed for additional one (1) year terms upon the mutual agreement of Contractor and the Client's President.

10. TERMINATION AND EFFECT OF TERMINATION. Either party may terminate this agreement upon thirty (30) days written notice including during the initial contract term. CFMA shall only be liable for compensation for services provided and Out of Pocket Expenses incurred through the date of such notice. Association Manager in no way guarantees results from services provided, but shall use a good faith effort to provide services in the best interest of CFMA. Association Manager shall return to CFMA all materials and equipment provided by CFMA upon termination hereof. Association Manager and CFMA shall cooperate in the transition of the work performed by Association Manager surrounding any termination of this agreement. All of CFMA’s records, other information and materials that are in the possession of Association Manager in any form upon the termination of this agreement shall be given to CFMA within 10 business days of such termination, including any information stored electronically. All such information and materials shall be and always remain the property of the CFMA.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject matter. Any change, modification, or waiver must be in writing and signed by both parties.

12. ASSIGNMENT. The parties shall not assign any of their obligations or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the parties.

13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of ____________.

14. RIGHTS AND INTERESTS. Nothing in this Agreement shall be construed as giving any person, corporation, or other entity other than the parties any right, remedy, or claim under or in respect of this Agreement or any provision hereof.

15. CONFIDENTIALITY. Association Manager will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Association Manager, or divulge, disclose, or communicate in any manner any information that is proprietary to CFMA. Association Manager will protect such information and treat it as strictly
confidential. These provisions shall continue to be effective after termination of this Agreement. Upon termination of this Agreement, Association Manager will return to CFMA all records, notes documentation and other items that were used, created or controlled by Association Manager during the term of this Agreement.

The parties have caused their duly authorized representatives to execute this Agreement effective on its commencement date.

ASSOCIATION MANAGER:

Signature: _________________________________________

Printed Name: _______________________________________

Title: ______________________________________________

Date: _______________________________________________

CFMA:

Signature: _________________________________________

Printed Name: _______________________________________

Title: ______________________________________________

Date: _______________________________________________