

ALLIANCE CAS, LLC

Thank you for your interest in partnering with Alliance CAS for your Association's collections! To begin, simply click "Start", this will prompt you to initial each page, sign the 2nd to last page with your name, title, and date.

Once this the agreement has been executed by all parties, a copy of the signed agreement is immediately available to download.

Please contact your local sales professional if you have any questions or concerns. We look forward to working with your Association!

Document Ref: 8JUJY-CHAVG-ZFLWA-FKJML

Alliance
CAS

ALLIANCE CAS, LLC
GENERAL SERVICES AGREEMENT

This General Services Agreement (the "Agreement") is entered into as of this 2023-05-17 by and between Bramble Pointe at Twineagles Homeowners Association, Inc., a Florida not-for-profit corporation with its principal address located at 11100 Bonita Beach Road Southeast (the "Association") and ALLIANCE CAS, LLC, a Florida foreign 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 as its exclusive provider for collection services of unpaid assessments, fines, special assessments, late fees, interest, costs of collection, utilities, repairs, write-offs and maintenance fees owed in accordance with the Association governing documents by mutually agreed upon owners ("Unit Owner") of any units ("Unit") at the property for which the Association has transferred the file ("Collection File," "Claim," or "Account") to Alliance to proceed with collection. 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. Services.

Subject to the terms and conditions of this Agreement, Alliance agrees to perform the following services for the Association (the "Services"), and Alliance is given limited power of attorney on any Collection Files placed with Alliance in assisting in the Services described in Section 1.1 of this Agreement.

1.1 **Collection Services.** Alliance shall provide the Association with the services of a collection agency. By executing this Agreement, the Association gives Alliance the authorization to perform services including but not limited to those listed below.

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Alliance shall be considered an authorized agent of the Association in connection with and/or in any way related to the Services. The Services under this Agreement may include, but are not limited to:

- Preparation and mailing of collection letters
- Coordination for the recordation and release of liens
- Active collection efforts and monitoring services
- Preparation and monitoring of payment plans
- Preparation and dissemination of estoppel letters
- Foreclosure review, transfer and monitoring

1.2 **Collection Activity.** For the Services performed hereunder, Alliance shall be entitled to charge the following fees, where applicable:

(a) Alliance shall be entitled to fees as set forth on Exhibit A attached hereto. In the event of recovery, in whole or in part, of the Association's claim, whether by judgment, settlement or otherwise, Alliance shall be entitled to deduct its accrued fees and expenses from any and all recovery in accordance with this Section. All Alliance fees, costs and reimbursements are to be collected from Unit Owners, to the extent allowed by law, in addition to monies owed to the Association for unpaid assessments, fines, special assessments, late fees, interest, costs of collection, utilities, repairs, write-offs and maintenance fees in accordance with the Association governing documents.

(b) 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.

(c) The Association authorizes Alliance to apply payments from any recovery received, whether by judgement, settlement or otherwise in accordance with any applicable state statutes and to deduct from the amounts recovered any outstanding monies due to Alliance including, but not limited to, reimbursement for any funds advanced by Alliance on behalf of the Association to any attorney referred by Alliance and hired by 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 and to make payment therewith to Alliance in accordance with any obligations due by the Association to Alliance under this Agreement.

(d) In the event the Association obtains title to a Unit that is subject to this Agreement, Alliance shall be entitled to receive all monies owed for collection services rendered including all costs expended and/or advanced to any third party. Alliance shall receive all monies from any rental income derived from the Unit until all fees and costs for the Services are paid in full. However, if the Association at its sole discretion decides not to rent the Unit, Alliance shall invoice the Association for Alliance's fees, costs or reimbursements due and owing from the prior Unit Owner.

(e) In the event a Unit subject to this Agreement changes title for any reason, the Collection File will remain in collections until such time the file is closed by Alliance.

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(f) Alliance will only pursue collection of those assessments and charges reported to it by Association, and the Association's failure to notify Alliance of any change in assessments or any additional charges other than the regularly scheduled assessments will result in the Association's waiver of those additional charges.

(g) Alliance may recommend on a case-by-case basis that the Association proceed with legal action against a Unit Owner. 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. Once written authorization to proceed with foreclosure or other legal action is received from the Association, Alliance shall refer the matter to an attorney for purposes of pursuing such action, pursuant to the terms of this Agreement. If the Association chooses to move forward with Alliance's recommended foreclosure or legal action against the Unit Owner, Association shall provide the referred attorney a $900.00 cost deposit. The Association must separately provide Alliance and the referred attorney explicit written authorization to proceed with a foreclosure action or other legal action. By providing Alliance and the referred attorney with written authorization to proceed with foreclosure, the Association warrants that it has a legal authority to do so either through Florida statutory authority, the Association's bylaws, or otherwise.

1.3 **Payment Plans.** The Association authorizes Alliance to offer, accept and administer payment plans that serve to facilitate the recovery of the Association's Claim.

2. Term.

2.1 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").

2.2 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.

3. Termination.

3.1 The Association may only terminate this Agreement with Alliance for cause with sixty (60) days advanced written notice of its intent to so terminate. "For cause" shall mean that Alliance has failed to reasonably and correctly perform the Collection Services listed in Section 1.1 of this Agreement. Alliance will have the right to cure any for cause issues during this 60-day period. Alliance may terminate this Agreement with the Association at any time, for any reason.

4. Effect of Termination.

4.1 **Outstanding Fees, Costs & Reimbursements.** If upon any termination, Alliance is owed any fees, costs or reimbursements, Alliance will invoice the Association immediately for all such fees, costs and reimbursements earned and/or incurred by Alliance hereunder, including, but not limited to, reimbursement of any attorney fees or costs advanced by Alliance, and Association agrees to pay any such invoice within 30 days of receipt.

4.2 **Provisions Surviving Termination.** The provisions of Section 7 and Section 8 shall survive any termination of this Agreement.

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5. **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.

6. **Collection Terms.**

6.1 During the Term of this Agreement, all of Alliance's fees, costs or reimbursements shall be deducted from the monies collected by Alliance pursuant to this Agreement whether from Unit Owner payments or from any other source. All such fees, costs and/or reimbursements are considered costs of collection that Association shall be responsible for the payment of, but Alliance will attempt to collect them from the relevant Unit Owner. In addition to any monies which may be owed to the Association, to the extent allowed by law.

6.2 The Association shall, at all times, assist and cooperate with Alliance in the collection of Alliance's fees, costs or reimbursements from any Unit Owner. These fees, costs and reimbursements are earned and due upon initiation of each task/phase described in the attached Exhibit A, which is incorporated herein by this reference. However, Alliance agrees to defer billing the Association until the conclusion of the Claim, which is defined as either: a) satisfaction of the debt or amount due on the Claim, whether by compromise and settlement or collection of the amount due; b) as provided in Section 1.2(d) and Section 4; or c) if an Association removes a Unit from collections more than five (5) business days after placement with Alliance. Alliance is entitled to recoup 100% of the fees, costs and reimbursements and at Alliance's sole discretion, may invoice the Association accordingly.

6.3 The Association agrees to cooperate with Alliance in 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, fee or other money 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. The Association hereby knowingly and voluntarily agrees that the Association and/or its agents (for example, a community association management firm or community association manager) shall refrain from any kind of communication to and from those Unit Owners whose Accounts and/or Claims have been turned over to Alliance, if such communication relates to the Unit Owner's Claim and/or Account. Any such Unit Owners shall be provided contact information for Alliance by the Association and/or its agents. Notwithstanding anything to the contrary in this Agreement, the Association and/or its agents shall continue to be obligated to send any communication and/or notices to Unit Owners that may be required under Florida law. In the event the Association and/or its agent receives payment from any Unit Owner, the Association shall notify Alliance immediately and either authorize the reversal of funds received from any Unit Owner or forward such payment to Alliance within ten (10) days from receiving any such payment.

6.4 If the Association and/or its agent fails to notify Alliance when served with process for mortgage foreclosure of a Unit placed with Alliance, then fees, costs and reimbursements for additional work performed by Alliance as a result of the lack of notification will be billed and payable by the Association.

7. **Representations and Warranties.** Association represents and warrants that:

7.1 Each Claim or Account placed for collection with Alliance is a legal, enforceable, and valid debt and obligation of the Unit Owner, is in default at the time of placement, has not been paid or settled in full, or otherwise satisfied by the Unit Owner or other person on the Unit Owner's behalf,

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has not been designated as "cease and desist," and all charges, interest, fees, and other items assessed to each Unit is expressly authorized by the Declarations, Covenants or otherwise authorized by law. Further, Association is unaware of any disputes regarding the Assessments or other claims which are unresolved or would otherwise render it invalid

7.2 No Claim or Account placed with Alliance is subject to any defense, offset, set-off, counterclaim, probate or bankruptcy proceeding, unless otherwise disclosed in writing to Alliance by Association. Association and/or its agent shall immediately provide Alliance written notice of any dispute, probate or bankruptcy notice sent directly to Association after placement of an account with Alliance.

7.3 All Account information and documentation provided to Alliance by Association shall be accurate and shall correctly reflect the status of the Account to which it relates.

7.4 No agreement or understanding exists between Association and any Unit Owner (or other responsible party) or between Association and any other person or entity which would prohibit or affect the Account placements or collection activity contemplated by this Agreement or which would be violated in any manner by the transactions or Services contemplated hereby.

8. Indemnification.

Association agrees to, and does hereby, indemnify, defend, and hold Alliance, and its Affiliates, predecessors, successors, assigns, officers, directors, employees, agents, contractors, subcontractors, and attorneys harmless from and against any claims, actions, suits, or other actual or threatened proceedings, and all losses, judgments, damages, expenses, or other costs (including reasonable attorney fees and disbursements to attorneys) incurred or suffered by Alliance as a consequence of, or otherwise in connection with, (a) Association's actions or omissions in connection with or related to any Account or Claims, and (b) any breach by Association of its representations, warranties and/or covenants contained in this Agreement. At its sole option, Association may assume the defense of any such claim, action, suit, or other actual or threatened proceeding for which it agrees to indemnify Alliance.

9. Effective Date.

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

10. Compensation.

For its Services, Alliance shall be compensated in accordance with the Fee Schedule, attached hereto as Exhibit A and incorporated herein by this reference.

11. Remittance and Payment Handling:

Alliance shall, within two (2) business days of payment receipt, deposit all amounts collected into an Escrow Account established by Alliance. Alliance shall execute a remittance of monies due to the Association on a monthly basis or some other mutually agreed upon time period. Alliance shall also provide the Association with a remittance report at the time each remittance is made to the Association.

12. 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.

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If Alliance and Association 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 Broward County, Florida.

13. 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.

14. Waiver of Right to Jury Trial.

Each party has had the opportunity to seek the advice of independent counsel before signing this agreement and, after weighing the advantages and risks, has decided to waive 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.

15. Attorney Referral

15.1 Alliance is not a law firm, and when necessary, Alliance shall be authorized to refer and hire attorney(s) on behalf of Association subject to acceptance and approval by the Association and governed by a separate legal representation agreement to the extent required by Florida law.

15.2 Any dispute between the Association and a referred attorney will be governed by the terms of a separate fee agreement between Association and referred attorney. Association agrees that any attorney referred by Alliance is entitled to a lien on the claim or cause of action, and on any sum recovered by way of settlement, short sale, resale, foreclosure or Judgment thereon. The aforementioned attorney shall have all general possessory, and retaining liens, special liens, and charging liens known to common law. The Association will have the opportunity to seek the advice of independent counsel before signing any separate legal representation agreement.

15.3 In its sole and absolute discretion, upon the Association separately hiring such referred attorney(s), in lieu of or in addition to the cost deposit referenced in section 1.2(g) of this agreement, Alliance may, from time to time, chose to advance attorney fees or costs to the referred attorney(s). Association shall be responsible for reimbursing Alliance for all such legal fees and costs. Alliance is authorized to deduct amounts for any such advance payments from any monies collected or generated on behalf of the Association until all amounts advanced by Alliance under this Section have been repaid.

16. 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.

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17. **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. This section must not be construed as an attempt to alter applicable Florida law regarding notice.

18. **Miscellaneous.**

18.1 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. 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.

18.2 Relationship of the Parties. The relationship of the Parties in this Agreement shall be service provider and customer. Nothing in this Agreement shall be construed to grant any other powers or authority to Association, unless such powers and authority are expressly granted herein. Alliance is authorized to represent, bind, obligate or otherwise contract on behalf of Association when necessary to deliver the Services.

18.3 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.

18.4 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, expressed or implied.

18.5 No Modification or Amendment. This Agreement may not be modified or amended except by a written document executed by all Parties hereto.

18.6 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.

18.7 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.

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18.8 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.

18.9 Number/Gender. Whenever used in this Agreement and, where the context permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all genders.

18.10 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.

18.11 Time of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

18.12 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.

18.13 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.

18.14 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:

Kenneth E Bloom

Name: Kenneth E Bloom

Title: Property Manager

Date: 2023-05-17

ALLIANCE:

Jesse Uribe

Name: Jesse Uribe

Title: Vice President of Sales

Date: 2023-05-17

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Exhibit A

As of January 1st, 2023

Below is a list of fees and costs Alliance C.A.S. may charge in its collection efforts or advance to an attorney on behalf of the Association in an attempt to recover monies owed the Association.

Collection Placement	$162.00 + costs
Collection Letters: Collection Placement Letter Intent to Lien Letter Notice of Lien Letter Reminder Letter Notice of Suit Recommendation Letter Intent to Foreclose Letter Payment Plan Default Letter	$137.00+ costs
Postage and Mailing Service	Actual cost
Administration and Monitoring[1]	$55.00/month
Recovery Operations Center[2]	$82.00/month
Advancing of Lien and Recording	$497.00 + costs
Lien Release Processing Fee	$165.00 + costs
Foreclosure Review and Transfer	$390.00
Payment Plan Administration[3]	$27.00/month
Estoppel Certificate Preparation and Delivery Fee	Per Florida Statute
Estoppel Administrative Fees	$290.00 - $595.00
NSF/Returned Check Charge	Per Florida Statute

1. The Recovery Operations Center fee covers all active monthly collections efforts and begins no sooner than 60 days after a Collection File is placed with Alliance. This fee is suspended when the Unit Owner is paying in compliance with a payment plan and stops accruing altogether when active monthly collection efforts cease.
2. The Administration and Monitoring fee covers the management and tracking of all Collection Files placed with Alliance. This fee begins no sooner than 30 days after a Collection File is placed with Alliance and ends when the file is closed out. This fee also covers bankruptcy and foreclosure monitoring. The fee is suspended when the Unit Owner is paying in compliance with a payment plan.
3. The monthly Payment Plan Administration fee covers the setup and monitoring of payment plans. This fee is added as a lump sum at the beginning of the plan according to the terms for the number of months in the plan accepted by the Unit Owner.

The above list of fees and costs apply to all Collection Files. If a Collection File requires additional work outside of the above collection scope, hourly fees for collections staff may accrue. All fees set forth in this agreement are subject to change and may be increased by up to 10% on January 1 of each Contract Year, commencing on January 1, 2024. Additional fees can be added without prior written notice.

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Signature Certificate

Reference number: 8JUJY-CHAVG-ZFLWA-FKJML

Signer	Timestamp	Signature
Ken Bloom Email: bloomk@kebmgnt.com		
Sent: Viewed: Signed:	17 May 2023 00:28:39 UTC 17 May 2023 14:14:13 UTC 17 May 2023 14:15:38 UTC	
Recipient Verification: ✓Email verified	 17 May 2023 14:14:13 UTC	IP address: 63.144.219.98 Location: Bonita Springs, United States
Jesse Uribe Email: jesse.uribe@alliancecas.com		
Sent: Viewed: Signed:	17 May 2023 00:28:39 UTC 17 May 2023 14:35:07 UTC 17 May 2023 14:35:46 UTC	
Recipient Verification: ✓Email verified	 17 May 2023 14:35:07 UTC	IP address: 47.197.108.143 Location: Valrico, United States

Document completed by all parties on:
17 May 2023 14:35:46 UTC

Signed with PandaDoc

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