

Consulting Agreement

This Consulting Agreement ("Agreement") is between The Cloister at St. Henry (COA), a non-profit corporation operating under the laws of the state of Tennessee whose address is 104 Emma Neuhoff Court, Nashville TN 37205, and Rick Sanjek ("Sanjek"), an individual, whose address is 307 Cana Circle, Nashville TN 37205.

1. The term of this Agreement is for the period of four months, commencing September 15, 2016 and extending through January 14, 2017, with a consulting fee in the amount of twenty-five hundred dollars (\$2,500.00) paid to Sanjek on the 15th day of each of September, October, November and December 2016.

2. The COA wishes to engage the services of Sanjek as an independent contractor to examine, analyze, define and describe the current procedures involved in the processes between the COA Board of Directors, the Managing Agent, The Property Manager, The Property Engineer and the Cloister Unit Owners involved in the management of all COA Maintenance Request, Variance Requests, and Special Projects from initial request to final completion and certification of work performed in accordance with COA policy, procedures, engineering drawings and specifications, and suggest to the COA how to formalize these procedures for the mutual benefit of the COA Unit Owners and Board, both present and future.

3. Sanjek will provide a minimum of 20 hours per week fulfilling the terms and conditions of this Agreement, will work on his own schedule and provide his own office space, supplies and equipment. For the avoidance of any doubt, this Agreement does not include any physical labor involved in repair, maintenance or replacement of any physical property or element of the Cloister, nor does it claim or suggest any expertise in analyzing and defining the method of such repair, maintenance or replacement.

4. Sanjek will report to the Board of Directors (BOD) through the BOD President and will work with the Managing Agent, Committee Chairs, Project Engineer and other contractors to fulfill the terms and conditions of this Agreement.

5. Sanjek will assist the Board in developing a Job Description for the position of "Resident Manager" or "Property Manager" to be incorporated in the 2017 COA budget and to be effective at such time as the 2017 Board chooses to fill such a position. For the duration of this Agreement, Sanjek will do his best to fill the services of said position(s) as they are examined and defined.

7. As of the commencement of this Agreement, the COA Board has designed the following Interim Job Description for the said position of Resident Manager or Property Manager, subject to further deliberation until it is deemed to be in its final definition by Board decision.

A Essential Processes

- Review and approve or disapprove all Maintenance Requests and Variance Requests. Ensure appropriate BOD Chairman is advised on the status of all

Consulting Agreement

activities. Forward disapproved and unusual request to the BOD for final disposition.

- Maintain an accurate ledger of all activities involving maintenance including date of request, status and date completed. Provide BOD and Managing Agent copies of the ledger monthly and provide a brief verbal update to the BOD monthly. Incorporate ledger into COA website and post on Clubhouse bulletin board.
- Initiate and maintain a listing of approved contractors who may be called upon to do work within the Cloister without obtaining multiple quotes or bids, with a \$3,000 maximum threshold.
- Assist in the development of Requests for Proposals (RFP) for major projects.
- Advise the BOD immediately if a significant problem or issue arises or upon receipt of Maintenance Request that are not considered normal.
- Conduct monthly walk throughs of the Cloister property to identify maintenance, restoration and association member noncompliance issues requiring action including compliance with the Homeowners' Manual.
- Meet with and review landscaping and tree contractor work and identify areas requiring attention.
- Respond to Association Member requests and questions in a timely manner and arrange to meet with them as requested at the Clubhouse.
- Review and refine Association Member requests prior to approval and start of work including definition of "split share of cost" between the COA and Member. Meet with Members and their contractors prior to the beginning of all work to review COA requirements.
- Assist the BOD/Committee Chairs as needed on the development of the budget for the next year and to ensure work planned is within the existing budget.
- Maintain an accurate ledger of all Variance Requests including date received and date of approval or disapproval. Forward all unusual and disapproved requests to the BOD for final disposition. Incorporate ledger into the COA website. Provide a monthly report of Variance Requests approved or disapproved and a brief update to the BOD. Post report on Clubhouse bulletin board.
- Provide Resident Manager oversight to all major infrastructure and other projects initiated by the BOD. Advise the BOD via email or calls when a problem or issue arises.

Consulting Agreement

- Work with the Project Engineer and the Architectural Engineer as needed to ensure significant work is planned and executed in a satisfactory manner and in accordance with acceptable engineering standards.
- Contact and meet with new Association Members if they plan on renovation prior to occupancy.
- Meet with all contractors planning to do work in the Cloister to ensure the contractor understands and accepts the COA requirements.
- Provide follow up on all major work projects weekly to ensure work is being performed correctly.
- Work with all contractors with whom the Managing Agent or BOD has contracted to perform work at the Cloister.
- Review and recommend payment to contractors when work is completed in a satisfactory manner.

B. Requirements

- Proficient in use of word, excel, and email.
- Excellent communication skills.
- Excellent writing skills.
- Basic understanding of maintenance activities.
- Understanding of Cloister Policies and Procedures.

This Agreement is entered into as of the 15th Day of September 2016.

Accepted and Agreed to:

Accepted and Agreed to:


David Stansberry
President, COA Board


Rick Sanjek
Independent Contractor