

**Contract for Financial Secretary Services
between
Quiet Water Homeowners Association, Inc. and
Christine Orchard, Independent Contractor**

This Contract is between Quiet Water Homeowners Association, Inc. (hereinafter "QWHA") and Independent Contractor, Christine Orchard (hereinafter "Independent Contractor Orchard") whose mailing address is P.O. Box 505, Yachats, OR 97498.

Whereas QWHA desires to obtain services from Independent Contractor Orchard as more particularly described in Attachment A (hereinafter referred to as "the services"), and Independent Contractor Orchard has agreed to provide the services on the terms and conditions set forth in this Contract;

Now, therefore, QWHA and Independent Contractor Orchard hereby agree as follows:

1. **Scope of Work.** Independent Contractor Orchard agrees to perform the services described in Attachment A.
2. **Time Devoted to Work.** In the performance of the services, the amount of time devoted by Independent Contractor Orchard will be entirely under Independent Contractor Orchard's control, to the extent consistent with the nature of the services, and QWHA will rely on Independent Contractor Orchard to put in such hours as are necessary to fulfill the requirements of this Contract.
3. **Payment.** QWHA will pay Independent Contractor Orchard the fee(s) stated in Attachment A related to this Contract. Payments shall be due and payable monthly upon receipt of an invoice by QWHA.
4. **Term.** The term of this Contract is specified in Attachment A. Either party may terminate this Contract at any time for failure of the other to comply with its terms and conditions. This Contract may be terminated without cause with sixty (60) days' written notice. Upon the termination of this Contract, Independent Contractor Orchard shall deliver to QWHA all completed work to date and any records or other property belonging to QWHA.
5. **Status of the Independent Contractor.** QWHA and Independent Contractor Orchard intend that the relationship established between them pursuant to this Contract shall be that of client and independent contractor. QWHA is interested only in the results obtained under this Contract. The manner and means of conducting the work are under the sole control of Independent Contractor Orchard, except where stipulated otherwise in this Contract. No employee benefits are available to Independent Contractor Orchard from QWHA. Independent Contractor Orchard will be solely and entirely responsible for her acts during the performance of this Contract. Nothing in this Contract shall be construed to make Independent Contractor Orchard an agent of QWHA. Independent Contractor Orchard is not authorized to enter into any contract or assume any obligation on behalf of QWHA.

QUIET WATER HOMEOWNERS ASSOCIATION, INC.

By: _____
President, Board of Directors, Date

Christine Orchard, Independent Contractor, Date

ATTACHMENT A

Scope of Work: On a regular basis Independent Contractor Orchard will provide services for Accounts Receivable and Accounts Payable. Accordingly, Independent Contractor Orchard, will:

- Bill member assessments every quarter;
- Deposit payments of assessments and fees to the bank account of QWHA;
- Track member payments and bill late fees when applicable;
- Process and file liens with Lincoln County when directed by the Board of Directors;
- Check QWHA's Post Office box on a regular basis and pass on any correspondence to the Board President;
- Assist with the preparation and mailing of the meeting packet for the Association's annual meeting held in June;
- Pay all bills and contracts when due, securing check signatures from authorized signers;
- Reconcile monthly the bank statements for QWHA's accounts at Bank of the West and Synchrony Bank and retain a printed copy for the QWHA records;
- File all receipts, invoices and payments in a manner that is accessible for an annual internal audit by the Board or their designate;
- Provide the QWHA Treasurer with an electronic backup of the accounting database each month by the 10th business day of the month;
- Invoice QWHA monthly for the services performed under this contract and any related charges.
- Prepare IRS Form 1099 MISC for each contractor and mail by January 31;
- Prepare IRS Form 1096 MISC (Annual Summary and Transmittal of U.S. Information Returns) for each contractor to be filed with the Department of the Treasury, Internal Revenue Service, by the last day of February;
- Download and prepare IRS Form 1120-H (U. S. Income Tax Return for Homeowners Associations) to be filed with the Department of the Treasury, Internal Revenue Service, by the 15th day of the 4th month after the end of the tax year (September 15);
- Prepare HOA (Homeowners) Demands from title companies when an escrow is opened;
- Prepare welcome letter and information packet for new property owners;
- Prepare annually and distribute to members a directory of Quiet Water property owners

Place of Work: Independent Contractor Orchard will use her own premises and equipment located there for all work related to this Contract. However, QWHA records should be filed in the cabinet at the office in the pool building.

Accounting Software: Independent Contractor Orchard agrees to use Church Windows fund accounting software (license maintained by QWHA) to maintain the continuity and integrity of records.

Contract term: This contract is for the twelve (12) month period from June 1, 2021 to May 31, 2022, and is renewable and renegotiated annually.

- QWHA shall pay the sum of \$400 per month to Independent Contractor Orchard upon receipt of an invoice.
- Independent Contractor Orchard shall be fully reimbursed for all out-of-pocket expenses such as copying, stationery and stamps, incurred in carrying out the services to be performed under this Contract.
- The Board may, at their own discretion, elect to pay the Independent Contractor a bonus in the event that the Contractor has provided exceptional service to the Association.

Initials of Independent Contractor Orchard _____

Initials of President of the Board of QWHA _____