

THE MANAGEMENT CONTRACT CHECKLIST

Complete?	NRS and NAC 116A Provisions	Location in Your Contract And Notes
	Identity and the legal status of the contracting parties	
	Signed by all parties; In writing - no oral contracts	
	State the term of the management agreement	
	Basic consideration for the services to be provided and the payment schedule	
	Include a complete schedule of all fees, costs, expenses and charges such as: (1) new client or start-up costs; (2) fees for special or non-routine services, such as the mailing of collection letters, the recording of liens and foreclosing of property; (3) Reimbursable expenses; (4) fees for the sale or resale of a unit or for setting up the account of a new member	
	If fees are split, state portion of fees that are to be retained by the client and the portion to be retained by the community manager	
	Limitations on the liability of each contracting party	
	Scope of work	
	OPTIONAL (But if not in contact, must be in writing at some time to each board): Address scope of work issues found in NRS 116A.630 Standards of Practice such as: (1) comply with all applicable laws, regulations and ordinances; (2) Cooperate with Division to resolve complaints; (3) Maintain and invest funds in appropriately insured financial institution; (4) Provide notice to owners that Board is in compliance with all legal requirements; (5) will not provide client with service outside manager's scope of expertise. (Check the NRS 116A section above to ensure that all areas are covered, please.)	
	Spending limits of the community manager	

	Grounds and procedures for termination including that contract may be terminated by client without penalty upon 30 days notice following a manager violation of NRS or NAC 116A	
	Types and amounts of insurance coverage to be carried by each contracting party including: (1) \$1 million errors & omission, professional liability or surety bond for manager; (2) statement on which party will maintain fidelity bond coverage; (3) Statement on whether client will maintain directors & officers coverage; (4) Whether either contracting party must be named as an additional insured under any required insurance; and (5) the requirement that the board maintain crime insurance per NRS 116.3113	
	Provisions for dispute resolution & a signature line for both parties at this specific section.	
	Statement that all books & records of client are client's property	
	State physical location including street address of client records within 60 miles of community	
	Frequency and extent of regular inspections	
	Authority of the community manager to sign operating checks	
	No automatic renewal provision but may be month to month at end of initial term	
	MAY provide for indemnification of the community manager but not for intentional misconduct, gross negligence or criminal misconduct.	
	EXCEPT AS OTHERWISE PROVIDED IN CONTRACT, upon termination of contract, manager has 30 days to transfer association's books or records regardless of unpaid fees	
	No oral modifications to contract: changes after signing must be in writing and signed by both parties. Changes at time of signing must be initialed	

	<p>REQUIRED WRITTEN PRE-CONTRACT DISCLOSURES: (1) Whether the community manager, or any member of the manager’s organization, expects to receive any direct or indirect compensation or profits from any person who will perform services for the client and the identify and nature of the services rendered ; (2) affiliation with or financial interest in any person or business who furnishes any goods or services to the client; (3)pecuniary and personal relationships with any unit’s owner, member of the board or officer of the association;</p>	
	<p>MORE REQUIRED WRITTEN PRE-CONTRACT DISCLOSURES: Any material and relevant info which community manager knows/should know relate to the performance of the management contract including anything that would affect the manager’s ability to comply with NRS 116 or 116 including: (1) community manager, , expects to receive any direct or indirect compensation, gifts or profits from any person who will perform services for the client and, if so, the identity of the person and the nature of the services rendered; (2) Any affiliation with or financial interest in any person or business who furnishes any goods or services to the client; (3) Any personal relationships with any unit’s owner, member of the executive board or officer of the client.</p>	
	<p>REQUIRED WRITTEN POST-CONTRACT DISCLOSURES: Provide each board member within 10 days after contract is in effect, evidence of existence of insurance including: (1) names and addresses of insurance companies; (2) total amount of coverage; (3) deductible; Provide each board member with executed copy of management contract (applies whenever a new director joins the board).</p>	