

EMPLOYMENT AND OCCUPANCY AGREEMENT

This Clubhouse Employment and Occupancy Agreement ("Agreement") is made this 1st day of August, 2022, between **Woodlands Homeowners Association, Inc.**, a nonprofit corporation incorporated under the laws of the State of Indiana ("Employer") and Blake and Betsy Abshire ("Employee").

WITNESSETH

WHEREAS, Employer is a homeowners association organized and incorporated for the purpose of managing the affairs of the Carmel, Indiana subdivision commonly known as the Woodlands; and

WHEREAS, Employer owns and maintains certain recreational facilities, including, but not limited to, a clubhouse facility, for the benefit of its members; and

WHEREAS, to assist in performance of its maintenance and management responsibilities with respect to the clubhouse facility and other recreational facilities, Employer desires to employ Employee as a Facilities Manager; and

WHEREAS, Employee desires to be employed by Employer, and Employer desires to employ Employee subject to the terms and conditions herein.

NOW, THEREFORE, the Parties hereto do covenant and agree to the following terms and conditions of this Agreement:

1. Employment. The Employer employs the Employee and the Employee accepts employment upon the terms and conditions of this Agreement. Employee hereby accepts and agrees to such hiring and employment, subject to the general supervision, advice and direction of Employer. Employee specifically agrees to perform the responsibilities and duties set forth in the Job Description attached hereto and incorporated herein as Exhibit A, as may be amended from time to time by Employer, as well as any additional jobs and services as may reasonably be assigned from time to time by Employer.

The Employee agrees that he will at all times faithfully, industriously, and to the absolute best of his or her skill, ability, experience and talents, perform all of the duties required of his or her position. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules and regulations, both written and oral, as are announced by the Employer from time to time. It is also understood and agreed to by the Employee that his or her assignment, duties and responsibilities and reporting obligations may, from time to time, be changed by the Employer in its sole discretion without causing termination of this Agreement.

2. Reporting Responsibility. Oversight of this Agreement and the performance of Employee shall be a responsibility of Employer's President. Employee shall be responsible for reporting to the President on a regular basis and at such intervals as may be determined by the President, and will receive ongoing guidance, direction, and evaluation from said President. Employee shall be required to maintain a monthly log

detailing the work/items he or she performs and completes throughout the month, what items were completed and how much time was devoted to various items. Employee shall submit such written logs/reports to the President not less than every thirty (30) days, and at other such times as may be required by the President.

3. Term. The term of this Agreement shall be for a period of one (1) year, commencing on the effective date stated above, and thereafter for periods of one (1) year unless the Agreement is terminated subject to the termination provisions of this Agreement. The terms and conditions of any renewal will remain as set forth herein unless modified, in writing, by the Parties.

4. Compensation.

(a) In full payment for Employee's services under this Agreement, Employer shall provide housing for Employee and the members of his/her/their immediate family, in the form of an upstairs unfurnished apartment at the clubhouse facility located in the Woodlands at 10700 Lake Shore Drive East, Carmel, Indiana 46033. Such housing shall be provided by Employer without charge, including payment of all maintenance expenses and utility charges, as well as providing reasonable property casualty insurance coverage. All furnishings and amenities and other insurance coverage shall be provided by Employer, and Employee shall be responsible for his/her/their own living expenses. Employee may obtain any further insurance necessary to provide coverage for his or her personal liability, personal property, furnishings, or other items that may not be covered by the casualty and property insurance carried by the Employer. Nothing set forth herein represents a guarantee by Employer to Employee of insurance coverage with respect to property, furnishings, liability, or otherwise. Employee is fully and solely responsible for obtaining any such insurance coverage as he or she may deem to be necessary or desirable. **Notwithstanding anything to the contrary herein, Employee must obtain and keep in place renters' insurance coverage through a reputable carrier in amounts and of such nature as required by Employer. Employee must provide to Employer proof of such renters' insurance from time to time, as may be requested by the President. Failure to obtain such insurance and/or provide proof thereof upon request will be considered a breach of this Agreement and grounds for termination by Employer.**

Though not an exact figure, it is reasonably believed and agreed by the Parties that the value of the above-described compensation is approximately Thirteen Thousand Dollars (\$15,700) per year, broken down as follows:

- \$12,700 for the clubhouse apartment
- \$2,000 for paid utilities
- \$1,000 for personal storage

(b) In addition to the compensation described above, Employee and members of his/her/their immediate family shall have the right to use the Employer's recreational facilities, including, but not limited to, use of the swimming pool, common grounds, lake, and tennis court. Such privileges shall be subject to any requirements set forth in the Employer's rules and regulations, guidelines, covenants, bylaws, and/or other limitations imposed by Employer at its discretion.

(c) Employee shall not be entitled to additional compensation beyond what is expressly set forth in this Agreement, except as may be agreed to, in writing, by the Parties hereto.

(d) In exchange for the above-described compensation, Employee agrees to work on the duties related to operation, management, oversight and maintenance of the clubhouse, grounds, and other recreational facilities, such duties being more specifically described in Exhibit A hereto. Though not an exact figure, it is anticipated that this will be 700 hours per year. However, there is no penalty if the yearly hours are below or above this number.

(e) All compensation, privileges and benefits to Employee shall cease upon termination of this Agreement as set forth in Paragraph 9 herein, and Employer shall have no duty to provide Employee with termination or severance pay.

5. Vacation. The Employee shall be entitled to vacation time. It is preferred that the amount of vacation not exceed 3 weeks per year. If the Employee wants to take additional vacation, a request may be made to the President and will be reasonably considered. Employee shall make the best effort to give Employer no less than twenty (20) days of advanced notice prior to commencement of any vacation so that the President and Employee can ensure coverage of any necessary duties and/or responsibilities during Employee's absence.

6. Duties. The purpose of this Agreement is to contract for certain specific types of ongoing maintenance, management, cleaning and oversight of the clubhouse facility, grounds, and other recreational facilities. Employee's duties and responsibilities are more accurately and specifically described in the Job Description attached hereto and incorporated herein as Exhibit A.

7. Recommendations for Improving Operations and Notification of Hazards/Damage. Employee shall make available to Employer all information of which Employee shall have knowledge and shall make all suggestions and recommendations that will be of mutual benefit to Employer and Employee. Furthermore, in the event that Employee becomes aware of issues that may be adverse or harmful to Employer and/or Employer's residents – including, but in no way limited to, issues relating to property defects, property damage, maintenance problems, safety/fire hazards, criminal activity, or other dangers, damages or hazards – Employee shall notify the President immediately.

8. Reviews. Employee will be reviewed and given a performance review by the President on a quarterly basis. Such reviews may be written and/or oral as determined by the President in his or her discretion. Additional performance appraisals may be given if deemed necessary or desirable by the President.

9. Termination.

This Agreement may be terminated by Employer or Employee, with or without cause, upon thirty (30) days' written notice to the other. Unless the Parties agree otherwise, in writing, Employee shall continue to perform his or her duties during the thirty

(30) day period and shall receive compensation therefor pursuant to Paragraph 4 of this Agreement. If Employer requests Employee to discontinue his or her services sooner, Employer shall nevertheless continue to pay Employee's regular compensation to the date of termination.

This Agreement shall terminate immediately on the divorce, death or incapacity of one or more of the Employees, or if the Employee and Employer shall mutually agree in writing to such termination. In the event of death or incapacity of one or more of the Employees, Employer may, but is not required to, retain the surviving Employee(s) to fill the position. Employer, acting through its President, shall have full discretion to determine whether to retain such surviving or non-incapacitated Employee.

Unless the Parties agree otherwise in writing, if Employee is unable to perform his or her duties under this Agreement for more than thirty (30) consecutive days by reason of sickness, injury, or physical or mental disability, this Agreement shall terminate and all payments to Employee under this Agreement shall cease immediately (except for any payment of compensation accrued but unpaid through the date of termination). The term "disability" as used herein shall mean a condition which prohibits Employee from performing his or her duties substantially in the manner he or she is capable of performing them on the date of this Agreement, which cannot be removed by reasonable accommodations on the part of the Employer, for at least thirty (30) consecutive days.

Upon termination of this Agreement, Employee shall have thirty (30) days, from the date written notice of termination is given, to vacate the clubhouse facility living quarters, unless the Employer agrees, in writing, to a longer period. Employee shall be responsible for all expenses associated with vacating the premises and shall reimburse Employer for any damage occurring to the clubhouse facility during the period following termination, or resulting from vacating the premises. Employee shall immediately return to Employer all of Employer's property, including, but not limited to, items used by Employee in rendering services under, and pursuant to, this Agreement that are in the possession, custody or control of Employee.

In the event that Employee fails to vacate the property within said thirty (30) day window or such other time as may be mutually agreed upon by the Parties, Employer shall be entitled to pursue all available remedies at law or in equity to have Employee removed from the premises, including, but not limited to, the right to initiate formal eviction proceedings in a court of competent jurisdiction. In such event, Employee shall be responsible for all costs, expenses and attorney fees incurred by Employer in pursuing such remedies.

10. Indemnity and Claims Waiver. To the fullest extent permitted by law, Employee shall indemnify and hold harmless Employer and its directors, officers, members, agents and employees, and their respective heirs, assigns, personal representatives and successors in interest, as well as anyone for whose acts any of them may be liable, from and against all claims, damages, injuries to persons or property, losses, exposures, sicknesses/illnesses, and expenses, including, but not limited to, attorney fees, arising out of or resulting from this Agreement, except to the extent such claims, damages, injuries to persons or property, losses, exposures, and expenses are caused by Employer's willful misconduct, gross recklessness or criminal activity.

Furthermore, Employee waives all right to recover against Employer for personal injuries, deaths, sickness/illness, exposures, emotional distress or other injuries or harms to Employee, Employee's family members or Employee's guests, occupants, and invitees under the laws of any jurisdiction. Employer shall not be under any obligation or liability to Employee, beyond employee's rights, if any, to recover workers' compensation benefits for any illness, injuries, damages or accidents sustained by Employee during the term of this Agreement.

11. Damages. Employee shall promptly remedy, to Employer's satisfaction, all damage or loss to any property caused in whole or in part by Employee, his/her/their guests, tenants, occupants, agents, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Employee shall be liable for all damage to the clubhouse caused over the course of this Agreement, except where such damage is due to the willful misconduct, recklessness, or criminal activity of Employer. Further, Employer shall have no responsibility for, and shall not be responsible for any security of, or loss to, any of Employee's furnishings or personal property stored in the clubhouse or elsewhere in the community, nor shall Employer be considered a bailee of any of Employee's personal property stored in the clubhouse or elsewhere in the community.

12. Attorney Fees. Employee shall reimburse the Employer for all attorney fees and costs incurred by Employer by reason of Employee's failure to comply with any requirement or agreement on his or her part contained in this Agreement, regardless of whether litigation is initiated.

13. Complete Agreement. This Agreement, including Exhibit A hereto, contains the complete agreement concerning the employment arrangement between the Parties and shall, as of the respective date hereof, supersede all other agreements between the Parties. The Parties stipulate that they have made no representations with respect to the subject matter of this Agreement or any representations involving the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement. The Parties acknowledge that they have relied on their own individual judgment in entering into this Agreement. The Parties further acknowledge that any payments or representations that may have been made to one Party or the other prior to the date of execution of this Agreement are of no effect, and that they have not relied thereon in connection with their dealings with one another.

14. Modification. This Agreement and any part of the Job Description attached hereto and incorporated herein as Exhibit A may not be modified, waived, changed abandoned or terminated, in whole or part, except by an instrument signed by the Employer and the Employee.

15. Successors. This Agreement shall be binding upon the Employee's personal representative(s), heirs and assigns, and shall inure to the benefit of the Employer, its successors and assigns.

16. Non-waiver. A delay or failure by either Party to exercise a right under this Agreement or a partial or single exercise of that right shall not constitute a waiver of that or any other right.

17. Applicable Law and Partial Invalidity. The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Indiana. If any part of this Agreement shall be declared invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect; provided, however, that either Party shall have the option to terminate this Agreement by notice to the other Party subject to the termination provisions set forth in Paragraph 9 herein.

18. Paragraph Headings/Gender and Number. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement. Additionally, all nouns, pronouns or any variations thereof used in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the context may so require.

19. Notices. Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as the Parties may specify hereafter in writing.

TO EMPLOYER:

Woodlands Homeowners Association, Inc.
Attention: President
10700 Lakeshore Drive East
Carmel, Indiana 46033

TO EMPLOYEE:

Blake and Betsy Abshire
10700 Lakeshore Drive East
Carmel, Indiana 46033

Notices or other communications between the parties to this Agreement may be mailed by United States certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "delivered" or "given" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mail by certified mail as provided herein.

20. Discretionary Assignments and Projects. From time to time, Employer may desire that Employee perform certain work or complete certain one-time limited scope projects pursuant to work orders executed separately by the Parties, including, but not

limited to, painting, maintenance projects, or miscellaneous repairs. Such arrangements shall be governed by separately-executed written agreements or work orders.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the date first written above.

Woodlands Homeowners Association, Inc.



Signature of President

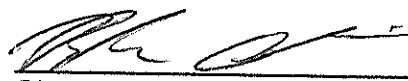
Scott Adams
Printed

Employee:



Signature
Betsy Abshire
Printed

Employee:



Signature
Blake Abshire
Printed

FACILITIES MANAGERS

Exhibit A – Job Description to Employment and Occupancy Agreement dated August 1, 2022

Facilities Managers/Employees Duties and Responsibilities

General

- Set up ballroom with tables and chairs before each monthly Board meeting on the 2nd Monday of each month. (The Board attendees help put everything away at end of meetings.)
- Attend monthly board meetings.
- Assist each year with room set up for the annual meeting. Attend annual homeowners' meeting.
- Keep a monthly report of duties and responsibilities, and time spent on responsibilities. Provide this to the President at the end of each month.
- Work with the President and Treasurer to have banking access to the Facilities Manager Account
- Work with contractors and oversee repairs needed to Clubhouse.
- Assist the Officers and Directors with the WHOA sign on the outside near Lakeshore Drive East. Put up messages about activities and events, tennis, pickleball, etc. as well as seasonal messages like "Happy Holidays."

Clubhouse Facility and Rental Events

Rentals: Administration of clubhouse rentals with members of the WHA. Including but not limited to:

- Promptly respond to all calls and emails relating to Clubhouse rentals.
- Accommodate and arrange all emails and requests for Clubhouse tours by new homeowners and interested renters.
- Provide responses to general questions and provide quotations of rental event pricing.
- Maintain annual calendar of homeowner events and rentals.
- Assure that members who are delinquent in their dues are prevented from using/renting the Clubhouse. Refer to the updated membership spreadsheet – this resides in the Google Drive – to verify what members are delinquent with their dues prior to scheduling use of the Clubhouse. If there is a concern about renting the Clubhouse because of a member's delinquent dues, escalate concerns to the designated Board member who is responsible for collecting delinquent dues.

- Work with the President, Membership Director, or the designated Board member to know what members are delinquent with their dues. If there is a concern about dues, escalate concerns to the designated Board member who is responsible for collecting delinquent dues.
- Learn the Rental Processes and Procedures, and the standard emails and documents that reside in the Google Drive
- Thoroughly screen a member's requirements for a desired rental event using the appropriate Questionnaire before booking the rental event. This includes determining the nature of the rental event, the number of guests that will attend, and resulting need for adult chaperones.
- Collect payments for rental events and write checks for cancelled rentals (refunds).
- Notify the Clubhouse Director if there are concerns that the member does not understand the Rental Agreement, any other required Agreements or Waivers in addition to the Rental Agreement, or requirements for renting the Clubhouse.
- Monitor the rental event as described and required in the Rental Process procedural document.
- Clean the clubhouse facility prior to each rental: mop all floors in all rooms of Clubhouse, dust, vacuum, and clean bathroom countertops, toilet stalls, and toilets. Following each rental event, inspect the bathrooms and clean toilets and floors.
- Replace all paper goods as needed in the Clubhouse kitchen and bathroom areas and restock cleaning supplies for renters.
- After inspecting all Clubhouse areas after a rental, communicate immediately with the Clubhouse Director and President if there is damage. The Clubhouse Director and President will determine if deposit funds should be withheld from the member.
- Report to the President and the Clubhouse Director any unfavorable conduct of the members or other persons attending a rental event.

General Clubhouse Maintenance:

- Purchase all cleaning products and paper products for clubhouse.
- Dust and wipe down all cabinet tops and kitchen appliances weekly.
- Identify minor repairs and maintenance needs of the clubhouse facility to the clubhouse director.
- Clean and dust the blinds in the TV/meeting room, billiard room, and in the main ballroom at least once a month.
- On a monthly basis perform a thorough monthly cleaning of the bathrooms and first floor including dusting or cleaning with a damp cloth of all furniture, picture frames, light fixtures including lamps, baseboards, windowsills, fireplace area, and bar area. Clean away cobwebs from all areas. The insides of the appliances (refrigerators, microwaves, etc.) should be checked monthly and cleaned if necessary. **For the bathrooms, when the pool is closed for the season, clean floor, toilets, toilet stalls, shower stalls (if needed), sinks, sink fixtures, and counter tops.**
- Replace all hand towels and toilet tissue as needed.
- Empty trash cans.
- Sweep, shovel, or otherwise clear front steps and porch of debris and snow.
- Sprinkle Ice Melt or a similar product on the Clubhouse steps and the apron of the driveway.
- Clean trash and cigarette butts from porch containers.
- Change out and replace all porch light bulbs as needed.
- Maintain and clean porch furniture.

- Decorate the entire downstairs for Christmas and dismantle when appropriate.
- Provide overall facility security and manage access for the front door August keyless entry system. At the beginning of every calendar quarter, check door battery and change. A “battery change reminder” comes up on the August application for all administrators.
- Review August keyless entry codes monthly and delete codes that are no longer needed.
- Perform initial cleaning of the basement/storage area and garage/pump room every year in the Spring and maintain cleanliness of these areas throughout the year.
- On a daily basis if needed, and at least on a weekly basis, sweep the garage/pump room to eliminate dirt, debris, and trash. Dirt, debris, and trash not to be swept into sump pump or ground floor drains in concrete just outside the garage.
- Monitor the sump pumps in the pump room and basement to make sure they are working and not overflowing.
- At least once a year check the smoke alarms.
- Arrange for the Clubhouse window cleaning at least twice a year by contractor.
- HVAC Condenser cleaning – Spring each year.
- HVAC Filters – change 3 filters in April and October every year.
- Arrange to keep gutters clean several times a year and work with the Clubhouse Director to have this done.
- Periodically clean the refrigerators in the Clubhouse kitchen, bar room/meeting room, and the basement.
- Help keep the cabinets organized in the kitchen, bar room/ meeting room. Help keep the pool room closet and the main upstairs closet organized and orderly.

Grounds

- Several times a week, walk the grounds and pick up all debris and trash on overall grounds. Establish a routine and communicate to the Grounds Director.
- Remove debris and trash daily from the picnic area when the pool is open.
- Report concerns about the grounds or the dam to the Grounds Director.
- Make sure the weekly garbage pickup occurs and keep area clean around garbage dumpster.
- After storms and heavy rains, alert the Grounds Director if there are any fallen trees or debris on the Grounds especially in the front parking area. Sweep, shovel, or otherwise clear front steps and porch of debris and snow.
- Sprinkle Ice Melt or a similar product on the Clubhouse steps and the apron of the driveway.

Tennis Facility

- Report any concerns to the Tennis Director about members' misuse of the tennis facilities.
- If requested, assist the Tennis Director with putting up the tennis nets in the Spring, taking the tennis nets down in the Fall, and assist with getting nets to the Clubhouse for storage.
- Empty the trash can in the tennis courts on a regular basis. Don't let the trash cans overflow.
- If requested by the Tennis Director, sweep the tennis courts to keep the courts free from leaves and pine needles. May also use leaf blower.

Pool Facility

- Inspect mechanical operation on a weekly basis, escalate issues and concerns to the Pool Director
- Understand how the pump room works and be able to perform emergency shut-down procedures. Meet with Pool Director at beginning of every season to understand this.
- Monitor the pool and prevent its usage after posted hours.
- If requested, collect and organize the swim lesson enrollment forms and payments for the lessons and promptly deliver swim lesson income to Treasurer. Deliver swim lesson enrollment forms to the Pool Director.

General Pool Duties

- Report any concerns about the guards to the Pool Director via email.
- Understand from the Pool Director how tasks and responsibilities are coordinated between the pool company, guards, other pool personnel, and Pool Director

Communications

Direct any complaints, questions, and inquiries to the appropriate member of the Board or to the President via email.

Membership

- Advise the Membership Director of issues or questions from members regarding dues payments or unpaid dues.
- Communicate with the Membership Director and the Treasurer regarding member questions and receipt of dues payments during the annual dues process in January, and February every year.
- Assist the Membership Director in keeping the pool member list up to date when the pool is open. This member list is used by the guards.

Mail

Collect all daily mail and separate and disperse to the appropriate board member. A list will be provided to guide you about what mail goes to each director.

Access for Vendors to Facilities

With advance notice to you from a Director, provide access for vendors to the relevant facilities concerning the work or service that needs to be performed by the vendor.

Activities and Social Events

- There are social events and activities scheduled by the Co-Activities Directors. From time to time your help may be needed. Discuss and work this out with the Co-Activities Directors.
- Prefer you be present at the social events and activities.

HOA Website

- Assist with updating the HOA website specifically the webpages for Clubhouse, Pool, Activities, and Tennis. Get the updates and changes from the appropriate Director.

Initiative

Initiative is encouraged. We can always do things different and better, more streamlined and with simplicity. Recommendations about process and procedural improvement is encouraged and welcomed.