

## HOA Account and Transaction Details

The following provides Association Online (AO) the authority to assist you in obtaining the state-required association documents for your real estate transaction. AO will obtain the documents on your behalf according to your association's required procedures, assuring the disclosure requirements are met and delivered as stated in the real estate contract.

**My Phone Number(s):** \_\_\_\_\_

**My Preferred Email Address to Receive Documents:** \_\_\_\_\_

**My Real Estate Agent's Name:** \_\_\_\_\_

**My Real Estate Agent's Company Name:** \_\_\_\_\_

Some associations require that documents located on homeowner portals be obtained there. AO will use the portal login as a place to start. By this method, AO may obtain the required disclosure information at a substantial discount to you by omitting 3<sup>rd</sup> party transaction fees often charged by homeowner associations. Failure to include login information may cause a delay in processing and could result in additional fees imposed by the homeowner's association.

**Association #1 Name:** \_\_\_\_\_

Account #: \_\_\_\_\_ Email Address on Acct: \_\_\_\_\_

Username: \_\_\_\_\_ Password: \_\_\_\_\_

I have not yet established an online account and authorize AO to establish one on my behalf.

**This property has another association    yes    no**

**Association #2 Name:** \_\_\_\_\_

Account #: \_\_\_\_\_ Email Address on Acct: \_\_\_\_\_

Username: \_\_\_\_\_ Password: \_\_\_\_\_

I have not yet established an online account and authorize AO to establish one on my behalf.

**This property has another association    yes    no**

**Association #3 Name:** \_\_\_\_\_

Account #: \_\_\_\_\_ Email Address on Acct: \_\_\_\_\_

Username: \_\_\_\_\_ Password: \_\_\_\_\_

I have not yet established an online account and authorize AO to establish one on my behalf.

**This property has another association    yes    no**

**Association #4 Name:** \_\_\_\_\_

Account #: \_\_\_\_\_ Email Address on Acct: \_\_\_\_\_

Username: \_\_\_\_\_ Password: \_\_\_\_\_

I have not yet established an online account and authorize AO to establish one on my behalf.

# Special Agency Agreement

THIS SPECIAL AGENCY AGREEMENT (“Agreement”) BETWEEN \_\_\_\_\_ (Seller, known as “Principal”) and ProHOAm, Inc. (“Agent”), dba Association Online, a Colorado corporation, with primary offices located at 2809 E Harmony Suite 100, Fort Collins, CO 80528, referred together as the Parties or singularly as Party, agree to the following terms:

## ARTICLE I. REAL ESTATE AND TERM

1. The Principal is the SELLER of the real estate transaction contemplated by this Agreement.
2. The real estate transaction is for the property located at (property address, city, state, zip): \_\_\_\_\_, hereafter referred to as the “Subject Property.”
3. The term of this Agreement shall commence upon mutual signing of the Parties and shall terminate at the closing of the Subject Property or one (1) year from commencement, whichever occurs first.

## ARTICLE II. SPECIAL AGENT’S AUTHORITY

1. The Principal (Seller) grants to the Agent the authority to conduct the following actions for the Subject Property:
  - A. Request and receive documents and information for mandatory disclosures (“Disclosures”) as provided in the Contract to Buy and Sell Real Estate (Residential), Colorado Real Estate Commission (CBS1-6-18) (“Real Estate Contract”).
  - B. Request and receive Status Letter.

## ARTICLE III. CERTIFICATION

1. Yes  No  I certify that each association related to my home, to the best of my knowledge, has my correct mailing address and contact information.
2. Yes  No  I certify that I have successfully received correspondence from each association related to my home in the last twelve (12) months.
3. Have Not  Have  I certify that I have not / have received information from any of the associations related to my home regarding any Construction Defect Actions being pursued by the applicable Association in the last six (6) months. (Such are actions in consideration by an association in regard to defects on HOA-owned property.)
4. I grant Association Online the authority to obtain any homeowner association documents and account data on my behalf pursuant to my rights as a homeowner to receive Public Disclosures and request Association Records under the Colorado Common Interest Ownership Act and CRS 38-33.3 (including sections 209.4, 317, and other sections). In so doing, I authorize Association Online to access any online portals or accounts already established for me, establish such on my behalf, or request delivery of any necessary information on my behalf by other means as required by the related association.

5. I authorize Association Online and/or their industry partners to utilize the homeowner association documents to create reports and disclosures that meet the state's real estate transaction requirements and to prepare relevant industry data in support of real estate transactions, inquiries or the industry at large. Any personally-identifiable information inadvertently exposed by the association or other party to this transaction will be protected according to federal guidelines.
6. I understand that I may assemble and deliver the Common Interest Community Documents (CIC) on my own or may hire this Agent or another agent for assistance with this service.
7. I hereby authorize Association Online to invoice me / us for any unpaid fees due as a result of providing the Common Interest Community Documents (CIC) as well as for obtaining applicable status letters. I understand that these amounts are due and payable, regardless of the consummation of a sale transaction. I agree to pay these amounts due within 60 days of their occurrence, and understand that late fees, interest not to exceed the Colorado limits, and collection fees may be incurred if they are not paid promptly.

**ARTICLE IV. GENERAL PROVISIONS**

1. Agent will obtain the appropriate documents as described herein, review them for completeness, and assemble and deliver them to the required parties, as specified by the Principal (Seller). Agent will assess a service fee for their time in performing this service.
2. Agent may pay, on behalf of Principal (Seller), the associations' or their contracting managers' fees charged for such documents. Principal (Seller) will be billed to reimburse Agent for these fees at their cost without a markup.
3. The Principal (Seller) agrees to hold harmless and indemnify the Agent for any negligence in the performance of this Agreement unless it is gross negligence or intentional wrongful conduct.
4. In the event either of the Parties hereto shall default in any of their covenants and obligations herein provided, and the party not in default shall commence legal or equitable action against the defaulting party, the defaulting party expressly agrees to pay all reasonable expenses of said litigation, including a reasonable sum for attorney's fees.
5. This Agreement can only be assigned with the written consent of the other Party and any assignment without said written consent is void.
6. The Agent is responsible only for the compiling and delivery of disclosure information and documents as required by the Real Estate Contract and is dependent on the quality and timeliness of the information provided by the Principal (Seller) in this Agreement.
7. The Parties agree that this agreement may be electronically signed. The Parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

PRINCIPAL (Seller):

AGENT: ProHOAm, Inc.

\_\_\_\_\_  
Name

Mike Schwab, President

\_\_\_\_\_  
Electronic Signature

*Mike Schwab*

Date: \_\_\_\_\_

Date: \_\_\_\_\_