



FHA Pros Services Agreement

This Services Agreement ("Agreement") is made this _____ day of _____, 20____ ("Effective Date") by and between **FHA Pros, LLC** ("FHA Pros") located at 9018 Balboa Blvd., #144, Northridge, CA 91325, and **Star Point** ("Client") located in Colorado.

Whereas, the Client has contracted FHA Pros to start the Federal Housing Administration ("FHA") approval process for the condominium community known as: Star Point.

Now, therefore, in consideration of the foregoing, the execution of this Agreement by each of the parties hereto, and the performance of the covenants contained herein it is agreed as follows:

1. **SERVICES:** Should FHA Pros determine that the Client's materials do not meet HUD's established minimum guidelines for approval, FHA Pros will notify the Client so that the Client can resubmit the necessary materials as directed by FHA Pros. Once processing has been completed, FHA Pros will then send a submission binder to the appropriate HUD Home Ownership Center. FHA Pros will apply its experience and expertise to act as a liaison between the Client and HUD for the term of the submission process. Some recorded documents (bearing the mark of the applicable county recorder) related to the Client's Property are required by HUD. Therefore, at the appropriate time (after receiving from FHA Pros a checklist of required documents), the Client will be required to submit to FHA Pros: 1) a copy of the recorded Declaration and all Amendments; 2) a copy of the recorded Plat Map; and 3) a copy of the recorded Site Plan. If a submission is rejected by HUD, FHA Pros will evaluate the reason or reasons for the rejection and confer with the Client to attempt to cure the reason or reasons for rejection. Should HUD reject a submission due to the state of the subject association and/or HOA legal documents, FHA Pros will outline the reason or reasons for rejection and will work with the Client to secure subsequent approval if possible.

2. **PAYMENT:** Upon signing this Agreement, the Client hereby agrees to pay FHA Pros the sum of \$750.00, which must be paid in full by check and submitted with all pages of this signed Agreement to FHA Pros. \$300.00 of this \$750.00 payment shall constitute a non-refundable review fee. Checks should be made payable to "FHA Pros, LLC" and should be mailed to the following address: FHA Pros, LLC, 9018 Balboa Blvd., #144, Northridge, CA 91325.

If FHA approval is ultimately denied by HUD, FHA Pros will refund the Client the amount of \$450.

3. **REPRESENTATIONS AND WARRANTIES:** The Client signatory to this Agreement represents and warrants that it has the capacity and authority to enter into this Agreement. Client represents that the execution of this Agreement will not cause a breach of any other preexisting Agreement or violate any state or federal laws.

4. **NO GUARANTEE OF RESULTS:** FHA Pros shall undertake commercially reasonable efforts to perform the services contemplated hereunder, but CANNOT GUARANTEE FHA APPROVAL, as FHA Pros is not authorized to grant approval. FHA approval is exclusively determined by the federal government. FHA Pros cannot guarantee the time it will take to complete the submission process as it is dependent upon review by HUD, cooperation from the Client and other factors beyond the control of FHA Pros.

5. **TERM AND TERMINATION.** The initial term for the Agreement shall be from the Effective Date until completion of the services contemplated hereunder and receipt of compensation by FHA Pros for provision of such services ("Term"). Either party may terminate this Agreement upon notice of default to the other party for failure by such party to perform any material obligations under this Agreement which failure is not remedied within thirty (30) days after receipt of written notice.

6. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** THE SERVICES ARE PROVIDED "AS IS." FHA PROS MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND CONCERNING THE SERVICES. FHA PROS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY DEFICIENCY OF SERVICES SHALL BE REPERFORMING THE SERVICES. IN NO EVENT SHALL FHA PROS, ITS AFFILIATES, SERVICE PROVIDERS, SUPPLIERS OR AGENTS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, FAILURE TO ACHIEVE RESULTS, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTION HOWEVER CAUSED



ARISING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER FHA PROS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. THE TOTAL AGGREGATE LIABILITY OF FHA PROS AND ITS SUPPLIERS TO CLIENT AND/OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY THE CLAIMING PARTY, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY FHA PROS FOR THE AFFECTED SERVICE UNDER THIS AGREEMENT WHICH GIVES RISE TO SUCH LIABILITY IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES. THE FOREGOING SETS FORTH CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THIS AGREEMENT BY FHA PROS.

7. MISCELLANEOUS. Any notice required to be given hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail (registered or certified mail), return receipt requested, with adequate postage affixed, or delivered to a national overnight courier service and addressed to the Legal Department of the party receiving the notice at the address set forth above. FHA Pros will not be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control (each, a "Force Majeure"), including but limited to, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, acts of government, including eminent domain, failure of the Internet, terrorist acts, failure of third party(ies), utility power failure, or failure of communication lines. Sections, which by their nature are intended to survive termination shall survive termination. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original for all purposes hereof. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby and supersedes any other prior or simultaneous agreement related to such matters. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. Neither party's failure to insist upon or to enforce strict performance of any provision of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement. This Agreement may be modified only by a written instrument executed by both parties. The parties agree that any dispute arising under this Agreement shall be governed by and construed in accordance with the laws of the State of California, except for its principals for resolving conflicts of law. The parties agree that any disputes arising under this Agreement shall be resolved in the state or federal courts in Los Angeles, County California. Neither party may assign this Agreement or any portion hereof without the other party's prior written consent, which consent shall not be unreasonably withheld, provided that either party may assign this Agreement or a portion thereof (i) in the event of a merger in which the party is not the surviving entity; (ii) in the event of a sale of all or substantially all of its assets; or (iii) to any party that controls, is controlled by or is in common control with such party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

In witness whereof, the parties hereto have caused this Agreement to be executed as of the Dates provided below.

Authorized Signature for FHA Pros, LLC

Authorized Signature for Client

Print Name and Title

Printed Name and Title

Date

Date