

FMO Consolidated Legal Fund Membership Contract

I, _____, President of _____, Inc. (HOA) located at _____, and representing the Board of Directors and members of the Association, and Thomas W Bertz, President of, and representing, the Federation of Manufactured Home Owners of Florida, Inc. (FMO), do hereby agree to the following:

1. HOA shall contribute THREE THOUSAND DOLLARS (\$3,000.00) to the FMO Consolidated Legal Fund (FUND) of the FMO, payable as follows:

(PLEASE CHECK ONE OPTION):

- THREE THOUSAND DOLLARS (\$3,000) at the time of the execution of this contract,
- Payment of ONE THOUSAND DOLLARS (\$1,000.00) upon execution of this contract; and FIVE HUNDRED DOLLARS (\$500.00) each year for four years, beginning the year following the initial payment, in payments of TWO HUNDRED AND FIFTY DOLLARS (\$250.00), due on April 1 and on December 1 of each year to equal a total of THREE THOUSAND DOLLARS (\$3,000). If any payment is not received by the due date, unless agreed to by the FUND committee, the HOA shall no longer be a member of the FUND.
- Payment of THREE HUNDRED DOLLARS (\$300.00) upon execution of this contract; following the initial payment, payments of THREE HUNDRED DOLLARS (\$300.00), due on April 1 and on December 1 of the following year and each subsequent year until such time as the total of THREE THOUSAND DOLLARS (\$3,000) has been paid. If any payment is not received by the due date, unless agreed to by the FUND committee, the HOA shall no longer be a member of the FUND.

2. Upon payment of the contribution, HOA shall be a member of the FUND. The FUND shall be administered by the Fund Committee (COMMITTEE).

3. All contributions are non-refundable.
4. The FUND will provide grants to the HOA, to employ high quality, effective legal representation to member HOAs of mobile home park communities where the community owner or governmental actions negatively affect the quality of life for the residents.
5. It is understood by each party to this contract that FUND membership does not guarantee grants will be provided for every civil action in which a member HOA is a party. A grant of funds shall be made at the sole discretion of the FUND committee of the FMO. The basis for determining whether a grant shall be made is the likelihood that the issue in dispute will result in an appellate precedent of statewide impact which benefits a significant number of communities within a municipality, county or statewide, as well as the viability of such legal action. If an HOA is selected for a FUND grant, the HOA may be required to provide proof it was formed in compliance with Florida Statute 723. Such proof may include a copy of HOA's *Original 2/3 Signatures Document(s)* to prove legal standing in a court of law. No grant shall be made to any HOA which is not current in its contributions.
6. The General Counsel of FMO will advise the COMMITTEE as to the action and its likely outcome.
7. Additional grants may be allocated during the action, subject to review of the progress of the action by the COMMITTEE and at the sole discretion of the COMMITTEE.
8. No action will be funded against an HOA or an HOA Board member.
9. It is understood by each party to this agreement that neither the FMO nor the COMMITTEE is a party to any suit in which a FUND grant is awarded. All member HOAs agree to hold harmless the FMO and the COMMITTEE in regard to any lawsuit to which they become a party and in regard to all grant decisions of the COMMITTEE.
10. If a legal action, which is supported by a grant from the FUND, results in any award of damages, attorney fees and/or costs to the member HOA, the member HOA shall reimburse the FUND up to, but not to exceed, the total amount of the FUND monies granted for that action. Any remaining portion of such an award, after reimbursement to the FUND, shall be the property of the HOA, and the FMO has no claim on the remaining portion.

11. If the COMMITTEE determines the FUND is depleted to a significant degree, all member HOAs shall be assessed an amount not to exceed ONE THOUSAND DOLLARS (\$1,000.00), payable within 60 days. If the assessed payment is not received within 60 days of the assessment, unless agreed to by the COMMITTEE, any noncompliant HOA shall no longer be a member of the FUND and shall not be entitled to a refund of its contributions.

12. Upon liquidation of the FUND, monies shall be returned to all HOAs that are active members on the date of liquidation, proportionately to the contributions made during the life of the FUND.

Each party to this agreement acknowledges that he/she has read and understands this agreement and agrees to this entire agreement on behalf of the HOA or the FMO.

_____, INC. ("HOA")

By: _____
Printed name: _____, President
Date: _____

FEDERATION OF MANUFACTURED HOME OWNERS OF FLORIDA, INC. ("FMO")

By: _____
Printed name: Thomas W Bertz, **President**
Date: _____

Mail to: Jane Clapp, Executive Director
FMO
1101 Belcher Rd S, Ste. B
Largo, Florida, 33771