

MEETING MINUTES
Regular Meeting of the Board of Directors
20 August 2024

According to Article XI, Section I of the Cheshire Forest Homeowners Association By-Laws, a regular meeting of the Board was held on Tuesday, August 20, 2024, at 500 Cheshire Forest Drive, Chesapeake, VA 23322.

The President, Mrs. Karol, opened the meeting at 6:19 p.m. Mr. Heinecke, Treasurer; Directors Mr. Orbison, Mr. Merritt and Mr. Granata were in attendance constituting a quorum.

Board members absent: Mrs. Mcklveen, Mrs. Monnikendam

United Property Associates: Represented by Jennifer Jacobsen

Mrs. Karol motioned for the Board to move into an Executive Session to discuss Compliance Violations, the Delinquency Report, and Contracts. Mr. Merritt seconded the motion, which was approved by all board members present.

The Open Session was reconvened at 7:00 pm.

Business brought out of executive session: none.

Mrs. Karol moved to approve the July 16, 2024; Minutes of The Regular Meeting of the Board of Directors as written; The motion was seconded by Mr. Merritt and approved unanimously by all board members present.

Mrs. Karol moved that the agenda be adopted as written. The motion was seconded by Mr. Heinecke and approved unanimously by all board members present.

Member forum: 4 members present

Committee Reports:

The Board has decided to separate the Pool and Tennis Committee into two separate Committees, each reporting directly to the Board. Additionally, a Clubhouse and Playground Committee will be added. The Clubhouse Committee will report to the Board, and the Playground Committee will be a subcommittee of the Landscaping Committee and report to the Landscaping Chair.

Neighborhood Watch/Security Committee: Two sets of video footage were requested from two members for two separate incidents on HOA property. The video footage of the incidents was given to Chesapeake PD.

Financial Report: An accounting issue at UPA delayed the association's August financial reports. UPA will provide them to the Board for review by the end of the week.

Managers' report: The report provided to the Board by Mrs. Jacobsen was reviewed.

Operating Schedule: The schedule was reviewed and updated. Mrs. Jacobsen will add the Association's Operating Schedule to the Maintenance Tab on the CINC system.

New business:

Mrs. Karol moved that the Board accept the Winter Care Service Program contract as written by AAA Pool Service, Inc., for the Contract Price of four thousand six hundred ninety dollars (\$4,690). The motion was seconded by Mr. Merritt and approved unanimously by all board members present. (Appendix A)

Mrs. Karol moved that the Board accept the proposal submitted by Reserve Advisors as written for the contract price of three thousand six hundred dollars (\$3,600). The motion was seconded by Mr. Orbison and passed unanimously by all board members present. (Appendix B)

Mr. Merritt moved that the Board accept the submission for reimbursement provided to accounting by Mrs. Karol for the catering cost of the Social Committees' Adult Bash. The price was One Thousand Nine Hundred thirty-one dollars and eight cents (\$1,931.08). The motion was seconded by Mr. Heinecke and passed unanimously by all board members present.

Mr. Merritt moved that the Board accept the submission for reimbursement provided to accounting by Mrs. Karol for the replacement material for the playground benches in the amount of One Thousand Six Hundred Twenty-Three Dollars and Seventy-One Cents (\$ 1,623.71). The motion was seconded by Mr. Heinecke and passed unanimously by all board members present.

With the Agenda completed, the meeting was adjourned at 8:45 pm.

The next regular board meeting is scheduled for Tuesday, September 17, 2024.



Jane McKlveen, Secretary



Erin Karol, President

Appendix A – AAA Winter Care Service Contract

- Service
- Integrity
- Satisfaction

AAA POOL SERVICE, INC.

SOUTHSIDE, PENINSULA & WILLIAMSBURG

August 1, 2024

Cheshire Forest Homeowners Association
 c/o United Property Associates
 301 Bendix Rd Suite 300
 VA Beach, VA 23452

Dear Cheshire Forest Homeowners Association,

AAA Pool Service, Inc. announces the continuation of our Winter Care Service Program. Our Program goes beyond the shock treatment and power vacuuming usually done upon the closing of the pool for the season. Winter Care Service keeps the pool running, chlorinated, and in an acceptable water balance throughout the months September through mid-December, and February thru April. Our goal is to reduce the normal wear and tear on your pool surface and make it more aesthetically pleasing. You benefit by prolonging the life of the sand media in your filter tank and eliminate the need for spring draining and cleaning.

The advantages of the program:

On Covered Pools Only

1. It prevents severe algae build-up and the staining it causes.
2. It provides a clear pool in the spring.
3. It prolongs the life of the filter sand.
4. It prevents the need to drain and acid clean your pool in the spring. It saves upwards of \$3,500 not having to drain and acid clean.
5. It decreases the wear and tear on your pool surface and makes the surface more aesthetically pleasing.
6. This program also gives you written evidence the pool water was in balance during the program dates. This documentation complies with Fibre Tech's fiberglass 25-year warranty.

Our program includes:

1. Addition of extra winter care chemicals at the close of the season.
2. Operation of the pump and filter system 2 days per week, September 3rd through November 22nd, 2024, or until temperatures dictate.
3. Winterization of the pool filtration system after November 22nd, 2024.
4. Addition of suitable amounts of chlorine to reduce or eliminate the chance of algae blooms.
5. Activation of the pump and filter system on or around February 1st, 2025 with operation up to 3 days a week until April 15th, 2025.
6. Addition of suitable amounts of chlorine to reduce the chance of algae blooms until April 15th, 2025.
7. Balancing of alkalinity and calcium hardness.
8. Water balance testing and adjustments.

If your pool is not cared for in the off-season, draining and cleaning is necessary in order to open your pool for the season. Depending on the size of the pool, draining and cleaning prices range from \$2,000.00 to \$3,500.00 and up; water refill costs run from \$600.00 and up and water chemistry balancing begins at \$300.00 and up. Yearly draining and cleaning will deteriorate your pool surface and require resurfacing 2 – 3 times sooner than not draining and cleaning each year.

Winter Care Service Contract Price: **\$4,690.00**. Please sign below and return this Agreement to us before September 1, 2024.

Early Signing Discount: In appreciation of your continuing business with AAA Pool Services, Inc. a 15% discount may be deducted from this contract price if payment in full is received by September 1, 2024. **Your discounted contract total is: \$3,986.50.**

IN WITNESS WHEREOF, this Agreement shall be in full force and effect from the date the duly authorized officers and/or agents of both parties present themselves and sign said Agreement. Signing parties acknowledge and agree to the terms and conditions as set forth as of above of this Agreement, together with any attachments or addendums. AAA shall not be bound by this Agreement as set forth if this Agreement is not signed and returned to AAA by September 1, 2024.

AAA Pool Service, Inc.

By: [Signature] 7.27.24
 (Signature) Date

J. DUBOIS, VP
 (Please Print Name and Title)

By: [Signature] 8/20/24
 (Signature) Date

Erin M. Karol President
 (Please Print Name and Title)

AAA Pool Service, Inc. is not responsible for any damage done to the pool as a result of high ground water or hydrostatic pressure.



Property Wellness Reserve Study Program Proposal Level II Reserve Study

Reserve Advisors, LLC
4600 N. Fairfax Drive, Suite 404
Arlington, VA 22203
(844) 701-9884
reserveadvisors.com

Cheshire Forest Homeowners Association
Chesapeake, VA



Reserve Advisors

Your Property Wellness Consultants



Our Property Wellness Reserve Study Program

Your home is the most expensive personal property you will ever own. The responsibility for preserving its value reaches beyond your home to include the spaces you share with your neighbors. Structures, systems, streets and amenities must be maintained to protect the value of your investment. But the required responsibility often stretches beyond individual knowledge and expertise. That's why associations turn to Reserve Advisors. As your property wellness consultants, our reserve study helps associations understand their assets, expected lifespans, and both the budgets and maintenance needed to keep them in great working order.



A Proactive Property Wellness Program

Our engineers provide a thorough evaluation of your property and shared assets, and create a strong, informed plan to maximize your community's physical and financial wellness for the long haul. Because proactive care ensures that your shared property is cared for the way you would care for your home. We have been helping communities thrive for over 30 years. But the job we are obsessed with is making sure you and your neighbors have what you need to protect your property today, and prevent costly and avoidable repairs tomorrow. It is the best way to care for the place that makes you feel welcome, safe, secure and proud.



Helping Communities Thrive for Over 30 Years

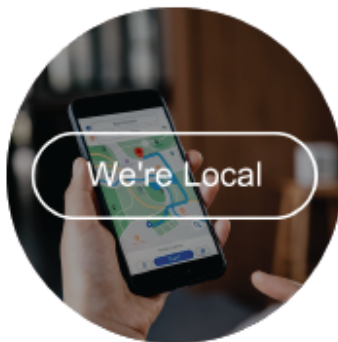
Reserve Advisors has prepared over 29,000 reserve studies for common interest realty associations nationwide. Our service area is one of the largest in the industry.

Through the leadership of our founders, John Poehlmann and Theodore Salgado, we helped pioneer the standards that all reserve study providers are measured by today. This success comes from our independence, extensive knowledge and experience. We pride ourselves on delivering unbiased recommendations that give community associations the plans they need to ensure the future well-being of their property.

60+
ENGINEERS

29,000
RESERVE STUDIES CONDUCTED

300+
YEARS OF RESERVE STUDY EXPERIENCE



We're Local

Local Conditions

Drawing upon our broad national experience, we recognize the profound impact local conditions have on the wear and tear of common property and subsequent replacement needs.

Local Costs

Our exclusive database of client project costs grants you real-time access to localized pricing, ensuring that your reserve study projections are not reliant on standardized costs.

Level II Reserve Study Update With Site-Visit



	LEVEL I	LEVEL II	LEVEL III
	FULL RESERVE STUDY	RESERVE STUDY UPDATE WITH SITE-VISIT	RESERVE STUDY WITHOUT SITE-VISIT
		RESERVE STUDY PROCESS	
ONSITE VISUAL INSPECTION	☑	☑	
PRE-INSPECTION MEETING	☑	☑	
COMPONENT INVENTORY PLUS COMPONENT QUANTITIES & MEASUREMENTS	Established	Re-Assessed/Evaluated	Reflects prior study
CONDITION ASSESSMENTS	Based on visual observation	Based on visual observation	As reported by association
USEFUL LIFE ESTIMATES	Based on engineer's condition assessment	Based on engineer's condition assessment	Based on client's reported condition
VALUATION/COST ESTIMATES VIA PROPRIETARY BID DATABASE	Established for each reserve component	Re-evaluated for each reserve component	Re-evaluated for each reserve component
		KEY DELIVERABLES	
MEETS AND EXCEEDS CAI'S NATIONAL RESERVE STUDY STANDARDS	☑	☑	☑
PRIORITIZED LIST OF CAPITAL EXPENDITURES	☑	☑	☑
CUSTOMIZED RECOMMENDED FUNDING PLAN(S)	☑	☑	☑
RECOMMENDED PREVENTATIVE MAINTENANCE ACTIVITIES	☑	☑	
INCLUSION OF LONG-LIVED ASSETS	☑	☑	☑
ELECTRONIC REPORT	Comprehensive report with component detail	Comprehensive report with component detail	Executive summary overview
EXCEL SPREADSHEETS	☑	☑	☑
SUPPORT WITH IMPLEMENTATION OF REPORT	☑	☑	☑
COMPLIMENTARY REPORT REVISION	☑	☑	
UNCONDITIONAL POST-STUDY SUPPORT AT NO ADDITIONAL COST INCLUDING REPORT PRESENTATION	☑	☑	☑
		★ RECOMMENDED SERVICE LEVEL	

With historical knowledge of your property, we are proposing a Level II Reserve Study Update with Site Visit. The process closely aligns with the comprehensive Level I Reserve Study previously conducted. We reassess and verify the component inventory and quantities. Moreover, our dedicated reserve specialist will conduct a thorough visual inspection, evaluate the rate of deterioration between studies and re-evaluate the remaining useful lives of every component, considering the current conditions and projected replacement costs in the prevailing economic climate. This is the most economical approach to ensuring your community's reserve funding outlook remains aligned with the financial demands of preserving its common property.

Property Wellness Reserve Study Program - Level II

Reserve Advisors will perform a Level II Reserve Study in accordance with Community Associations Institute (CAI) National Reserve Study Standards. Your reserve study is comprised of the following:

Physical Analysis: If applicable, the reserve study consultant will update the list of reserve components to reflect any changes to the property since the previous reserve study. We will conduct a new condition assessment or physical evaluation for each reserve component and the current condition of each will be documented with photographs. We will update life and valuation estimates to determine estimated useful lives, remaining useful lives and current cost of repair or replacement.

Financial Analysis: The reserve study consultant will identify the current reserve fund status in terms of cash value and prepare a customized funding plan. The funding plan outlines recommended annual reserve contributions to offset the future cost of capital projects over the next 30 years.

Property Description

Cheshire Forest Homeowners Association comprises 508 homes. The component inventory will reflect the latest reserve study conducted by Reserve Advisors. Before commencing the study, our engineer will review the component list with you to ensure the inclusion of any recently added items. You can find the list of reserve components in section 3 of the reserve study [linked here](#).

Scope of work includes all property owned-in-common as defined in your association's declaration and other property specifically identified that you'd like us to include.

Key Elements of Your Level II Property Wellness Reserve Study Program

Reserve Advisors' Exclusive Tools

Reserve Advisors' exclusive tools allow you to make informed decisions to maintain your association's long-term physical and financial health.



Reserve Expenditures

View your community's entire schedule of prioritized expenditures for the next 30-years on one easy-to read spreadsheet.

[View Example](#)



Funding Plan

Establishes the most stable and equitable recommended annual reserve contributions necessary to meet your future project needs.

[View Example](#)



Reserve Funding Graph

Highlights your community's current financial health and provides visibility to your projected cash flow over the next 30 years.

[View Example](#)



Component Specific Details

Including photographic documentation of conditions, project specific best practices outlining the scope of future projects, and preventative maintenance activities to maximize component useful lives.

[View Example](#)



Excel Spreadsheets

Empowering you to make more informed decisions by adjusting project schedules, future costs, and annual contributions in real time.

For Confidence in All Decisions



Personalized Experience Guarantee

As your trusted advisor, we are committed to providing clarity on the true cost of property ownership through a comprehensive reserve study solution and unmatched advisory services. If the experience we provide fails to live up to your expectations, contact us at any time for a refund.



Your property is your biggest investment. Here's why our solution is the best for your community:



Full Engagement

It's our job to understand your specific concerns and to discuss your priorities in order to ensure your reserve study experience exceeds expectations.



Detailed Understanding

We will do whatever it takes to ensure you have complete confidence in interpreting and putting into practice our findings and recommendations.



Ongoing Support

Unlike other firms, we provide current and future boards with additional insight, availability to answer questions and guidance well beyond report delivery.

The Time to Protect Your Property's Long-Term Health is Now

This proposal, dated 07 / 17 / 2024, for a **Level II Property Wellness Reserve Study**, is valid for 90 days.

To Start Your Property Wellness Level II Reserve Study Program Today:

1. Select the service options below to confirm scope of engagement

Service	Price
Reserve Study Update With Site Visit (Level II) This service includes a pre-project meeting with our engineer to discuss your unique needs and priorities, as well as any projects that have occurred since your last study. You'll receive: 1) a PDF report with 30-year expenditure and funding plan tables, 2) Excel spreadsheet with formulas, and 3) Complimentary support with implementation of your study and ongoing guidance.	\$3,600.00
Total	\$3,600.00

2. E-sign below

Signature: *Erin M. Karol* Title: President
Name: Erin M. Karol Date: 08-20-2024
For: Cheshire Forest Homeowners Association Ref: 051088

3. Pay \$1,800.00

Retainer via mail or ACH

Mailing Address

Reserve Advisors, LLC
PO Box 88955
Milwaukee, WI 53288-8928

ACH

Send Remittances to 'accounting@reserveadvisors.com'
at time of payment
Checking Account Number: 151391168
Routing Number: 075905787
Financial Institution: First Business Bank
17335 Golf Parkway, Suite 150 | Brookfield, WI 53045

You will receive your electronic report approximately four (4) weeks after our inspection, based on timely receipt of all necessary information from you. Authorization to inspection time varies depending on demand for our services. This proposal, dated 07 / 17 / 2024, is valid for 90 days, and may be executed and delivered by facsimile, portable document format (.pdf) or other electronic signature pages, and in any number of counterparts, which taken together shall be deemed one and the same instrument. One complimentary hard copy report is available upon request.

Professional Service Conditions

Our Services - Reserve Advisors ("RA" or "us" or "we") performs its services as an independent contractor in accordance with our professional practice standards and its compensation is not contingent upon our conclusions. The purpose of our reserve study is to provide a budget planning tool that identifies the current status of the reserve fund, and an opinion recommending an annual funding plan, to create reserves for anticipated future replacement expenditures of the subject property. The purpose of our energy benchmarking services is to track, collect and summarize the subject property's energy consumption over time for your use in comparison with other buildings of similar size and establishing a performance baseline for your planning of long-term energy efficiency goals.

Our inspection and analysis of the subject property is limited to visual observations, is noninvasive and is not meant to nor does it include investigation into statutory, regulatory or code compliance. RA inspects sloped roofs from the ground and inspects flat roofs where safe access (stairs or ladder permanently attached to the structure) is available. Our energy benchmarking services with respect to the subject property is limited to collecting energy and utility data and summarizing such data in the form of an Energy Star Portfolio Manager Report or any other similar report, and hereby expressly excludes any recommendations with respect to the results of such energy benchmarking services or the accuracy of the energy information obtained from utility companies and other third-party sources with respect to the subject property. The reserve report and any energy benchmarking report (i.e., any Energy Star Portfolio Manager Report) (including any subsequent revisions thereto pursuant to the terms hereof, collectively, the "Report") are based upon a "snapshot in time" at the moment of inspection. RA may note visible physical defects in the Report. The inspection is made by employees generally familiar with real estate and building construction. Except to the extent readily apparent to RA, RA cannot and shall not opine on the structural integrity of or other physical defects in the property under any circumstances. Without limitation to the foregoing, RA cannot and shall not opine on, nor is RA responsible for, the property's conformity to specific governmental code requirements for fire, building, earthquake, occupancy or otherwise.

RA is not responsible for conditions that have changed between the time of inspection and the issuance of the Report. RA does not provide invasive testing on any mechanical systems that provide energy to the property, nor can RA opine on any system components that are not easily accessible during the inspection. RA does not investigate, nor assume any responsibility for any existence or impact of any hazardous materials, such as asbestos, urea-formaldehyde foam insulation, other chemicals, toxic wastes, environmental mold or other potentially hazardous materials or structural defects that are latent or hidden defects which may or may not be present on or within the property. RA does not make any soil analysis or geological study as part of its services, nor does RA investigate vapor, water, oil, gas, coal, or other subsurface mineral and use rights or such hidden conditions, and RA assumes no responsibility for any such conditions. The Report contains opinions of estimated replacement costs or deferred maintenance expenses and remaining useful lives, which are neither a guarantee of the actual costs or expenses of replacement or deferred maintenance nor a guarantee of remaining useful lives of any property element.

RA assumes, without independent verification, the accuracy of all data provided to it. Except to the extent resulting from RA's willful misconduct in connection with the performance of its obligations under this agreement, you agree to indemnify, defend, and hold RA and its affiliates, officers, managers, employees, agents, successors and assigns (each, an "RA Party") harmless from and against (and promptly reimburse each RA Party for) any and all losses, claims, actions, demands, judgments, orders, damages, expenses or liabilities, including, without limitation, reasonable attorneys' fees, asserted against or to which any RA Party may become subject in connection with this engagement, including, without limitation, as a result of any false, misleading or incomplete information which RA relied upon that was supplied by you or others under your direction, or which may result from any improper use or reliance on the Report by you or third parties under your control or direction or to whom you provided the Report. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, THE AGGREGATE LIABILITY (IF ANY) OF RA WITH RESPECT TO THIS AGREEMENT AND RA'S OBLIGATIONS HEREUNDER IS LIMITED TO THE AMOUNT OF THE FEES ACTUALLY RECEIVED BY RA FROM YOU FOR THE SERVICES AND REPORT PERFORMED BY RA UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. YOUR REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE YOUR SOLE REMEDIES FOR ANY FAILURE OF RA TO COMPLY WITH ITS OBLIGATIONS HEREUNDER OR OTHERWISE. RA SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS AND LOST SAVINGS, LOSS OF USE OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF RA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL RA BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. RA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED OR OF ANY NATURE, WITH REGARD TO THE SERVICES AND THE REPORT, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Professional Service Conditions - Continued

Report - RA will complete the services in accordance with the Proposal. The Report represents a valid opinion of RA's findings and recommendations with respect to the reserve study and is deemed complete. RA will consider any additional information made available to RA within 6 months of issuing the Report and issue a revised Report based on such additional information if a timely request for a revised Report is made by you. RA retains the right to withhold a revised Report if payment for services was not tendered in a timely manner. All information received by RA and all files, work papers or documents developed by RA during the course of the engagement shall remain the property of RA and may be used for whatever purpose it sees fit. RA reserves the right to, and you acknowledge and agree that RA may, use any data provided by you in connection with the services, or gathered as a result of providing such services, including in connection with creating and issuing any Report, in a de-identified and aggregated form for RA's business purposes.

Your Obligations - You agree to provide us access to the subject property for an on-site visual inspection. You agree to provide RA all available, historical and budgetary information, the governing documents, and other information that we request and deem necessary to complete the Report. Additionally, you agree to provide historical replacement schedules, utility bills and historical energy usage files that RA requests and deems necessary to complete the energy benchmarking services, and you agree to provide any utility release(s) reasonably requested by RA permitting RA to obtain any such data and/or information from any utility representative or other third party. You agree to pay actual attorneys' fees and any other costs incurred to collect on any unpaid balance for RA's services.

Use of Our Report - Use of the Report is limited to only the purpose stated herein. You acknowledge that RA is the exclusive owner of all intellectual property rights in and relating to the Report. You hereby acknowledge that any use or reliance by you on the Report for any unauthorized purpose is at your own risk and that you will be liable for the consequences of any unauthorized use or distribution of the Report. Use or possession of the Report by any unauthorized third party is prohibited. The Report in whole or in part is not and cannot be used as a design specification for design engineering purposes or as an appraisal. You may show the Report in its entirety to the following third parties: members of your organization (including your directors, officers, tenants and prospective purchasers), your accountants, attorneys, financial institutions and property managers who need to review the information contained herein, and any other third party who has a right to inspect the Report under applicable law including, but not limited, to any government entity or agency, or any utility companies. Without the written consent of RA, you shall not disclose the Report to any other third party. By engaging our services, you agree that the Report contains intellectual property developed (and owned solely) by RA and agree that you will not reproduce or distribute the Report to any party that conducts reserve studies or energy benchmarking services without the written consent of RA.

RA will include (and you hereby agree that RA may include) your name in our client lists. RA reserves the right to use (and you hereby agree that RA may use) property information to obtain estimates of replacement costs, useful life of property elements or otherwise as RA, in its sole discretion, deems appropriate.

Payment Terms, Due Dates and Interest Charges - If reserve study and energy benchmarking services are performed by RA, then the retainer payment is due upon execution of this agreement and prior to the inspection by RA, and any balance is due net 30 days from the Report shipment date. If only energy benchmarking services are performed by RA, then the retainer payment is due upon execution of this agreement and any balance is due net 30 days from the Report shipment date. In any case, any balance remaining 30 days after delivery of the Report shall accrue an interest charge of 1.5% per month. Unless this agreement is earlier terminated by RA in the event you breach or otherwise fail to comply with your obligations under this agreement, RA's obligations under this agreement shall commence on the date you execute and deliver this agreement and terminate on the date that is 6 months from the date of delivery of the Report by RA. Notwithstanding anything herein to the contrary, each provision that by its context and nature should survive the expiration or early termination of this agreement shall so survive, including, without limitation, any provisions with respect to payment, intellectual property rights, limitations of liability and governing law.

Miscellaneous - Neither party shall be liable for any failures or delays in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority, riot, embargo, fuel or energy shortage, pandemic, wrecks or delays in transportation, or due to any other cause beyond such party's reasonable control; provided, however, that you shall not be relieved from your obligations to make any payment(s) to RA as and when due hereunder. In the event of a delay in performance due to any such cause, the time for completion or date of delivery will be extended by a period of time reasonably necessary to overcome the effect of such delay. You may not assign or otherwise transfer this agreement, in whole or in part, without the prior written consent of RA. RA may freely assign or otherwise transfer this agreement, in whole or in part, without your prior consent. This agreement shall be governed by the laws of the State of Wisconsin without regard to any principles of conflicts of law that would apply the laws of another jurisdiction. Any dispute with respect to this agreement shall be exclusively venued in Milwaukee County Circuit Court or in the United States District Court for the Eastern District of Wisconsin. Each party hereto agrees and hereby waives the right to a trial by jury in any action, proceeding or claim

brought by or on behalf of the parties hereto with respect to any matter related to this agreement. We reserve the right to limit or decline refunds in our sole discretion. Refunds vary based on the applicable facts and circumstances.

Signature Certificate

Reference number: ZXPAA-SFTKP-QALFT-KSBQR

Signer

Erin Karol

Email: erin.karol@cheshireforest.org

Sent:

17 Jul 2024 21:33:31 UTC

Viewed:

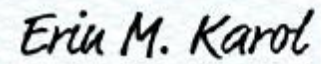
30 Jul 2024 12:47:51 UTC

Signed:

21 Aug 2024 01:31:30 UTC

Timestamp

Signature



Recipient Verification:

✓ Email verified

30 Jul 2024 12:47:51 UTC

IP address: 108.11.191.150

Location: Chesapeake, United States

Document completed by all parties on:

21 Aug 2024 01:31:30 UTC

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