



(702) 212.5000 | 1771 E Flamingo Rd #207B Las Vegas, NV 89119-5155 | CollectHOA.com

**AGREEMENT AND AUTHORIZATION TO
COMMENCE NON-JUDICIAL FORECLOSURE PROCEEDINGS**

_____ (the "Association") hereby appoints HOA Collections LLC (HOAC), as the Association's agent for the purpose of collecting delinquent assessments from Association Homeowners. HOAC is given full power and authority to act on behalf of and in the name of the Association and do all things in which HOAC deems appropriate to effect the collection of the delinquency. This process may include, but is not limited to, sending demand letters, recording of a Delinquent Assessment Lien and if necessary acting as trustee and proceeding with a non-judicial foreclosure. HOAC is hereby granted the authority to speak directly to the delinquent homeowner(s) on behalf of the Association. Association and its agents understand and agree that the Association is ultimately liable for the payment of HOAC's fees and costs if not paid by the homeowner or recovered through a payment plan or a foreclosure sale of the property. Any and all fees and costs incurred by HOAC are the responsibility of the Association should the collection action result in the following: a completed foreclosure on behalf of the Association; a Senior Lien holder extinguishes the Association's Lien via a Trustee's Sale; other judicial or non-judicial action; or if the Association decides to file a court action to collect its costs after HOAC has performed the services described in this Agreement.

HOAC is being retained on an as-needed basis and HOAC makes no representations or warranties regarding the successful result of its collection efforts. HOAC has the option of declining to service the delinquency of any file presented by the Association. HOAC may, in its own discretion, terminate the servicing of any Association file at any time.

The Association represents to HOAC (and HOAC is relying on such representation) that in referring any matter to HOAC for collection of delinquent dues and assessments, the Association, in its assessment and delinquency determination, has complied with all applicable Federal and State rules and regulations including, but not limited to applicable provisions of Nevada Law, Covenants Conditions and Restrictions (CC&R's), other Association governing documents and the Federal and State Fair Debt Collection Practices Act, if applicable. The Association represents that the Association's Board voted and approved the collection fees and costs charged by HOAC as described in HOAC's fee schedule. The Association represents to HOAC that the Association has provided the Owners in the Association with the Association's annual collection policy as provided under applicable State and Federal law, and the Association's governing documents.

If HOAC, its agents, officers or employees are named party to a lawsuit or other legal proceeding involving the Association and/or a homeowner, the Association agrees to indemnify and hold harmless HOAC, its agents, officers or employees from any and all claims, losses, judgments, fees, charges and costs, including attorney's fees, incurred by HOAC, its agents, officers or employees with respect to such lawsuit or legal proceeding (including defending a lawsuit). In addition to the indemnification described herein, if HOAC, its agents, officers or employees, are named as a party to any lawsuit, the Association, at its own expense,

will retain the services of legal counsel, satisfactory to HOAC, to represent HOAC in such proceeding. The fees and costs for such legal representation will be paid directly by the Association to legal counsel, or as otherwise agreed upon by the Association and HOAC. This obligation of indemnification shall survive the termination of this Consent and Acknowledgment without time limitation. If any action is commenced seeking reimbursement by HOAC of its legal fees and costs, either in an action brought by an owner or a separate legal action brought by HOAC for that purpose, to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred, including fees and costs incurred by the prevailing party in any mediation or arbitration agreed to in the future by the parties to this Agreement. The person signing below is a current member of the Board of Directors or lawful agent of the Association with full power and authority to bind the Association to the terms hereof.

Print Name

Title

Authorized Signature

Date

HOA Collections LLC

Authorized Signature

Date



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2026 FEE SCHEDULE CHARGES

INTENT TO LIEN FEE	\$240.00
NOTICE OF DELINQUENT LIEN	\$520.00
INTENT TO NOTICE OF DEFAULT	\$145.00
NOTICE OF DEFAULT	\$640.00
INTENT TO NOTICE OF SALE	\$145.00
NOTICE OF SALE THROUGH REDEMPTION	\$440.00
INTENT TO CONDUCT FORECLOSURE SALE	\$40.00
CONDUCT FORECLOSURE SALE	\$200.00
POSTPONEMENTS OF FORECLOSURE SALE (3 TIMES)	\$120.00
FORECLOSURE FEE	\$240.00
PREPARE AND RECORD TRANSFER DEED	\$200.00
PAYMENT PLAN AGREEMENT SET UP FEE	\$50.00
PAYMENT PLAN BREACH LETTER	\$40.00
PREPARE RELEASE OF LIEN	\$50.00
PREPARE NOTICE OF RESCISSION	\$50.00
BANKRUPTCY PACKAGE PREP AND MONITORING	\$160.00
MAILING FEES PER PIECE	\$3.20
NSF FEES	\$30.00
ESCROW PAYOFF DEMAND FEE	\$240.00
TOTAL FEES CAPPED AT \$2,925.00 PER NAC 116.470	

COSTS

POSTAGE	AS BILLED
RECORD NOTICE OF CLAIM OF LIEN	\$42.00
RECORD NOTICE OF DEFAULT	\$42.00
RECORD NOTICE OF SALE	\$42.00
RECORD TRANSFER DEED	\$42.00
RECORD RELEASE OF CLAIM OF LIEN	\$42.00
RECORD NOTICE OF RESCISSION	\$42.00
TRUSTEES SALE GUARENTEE REPORT (Title Work)	\$325.00
RECORD RESCISSION OF NOTICE OF SALE	\$42.00
PUBLICATION OF NOTICE OF SALE	\$220-\$325.00
ATTORNEY/LEGAL FEES	AS BILLED
MANAGEMENT ADMIN FEES	\$325.00

New Association Form

Association Name _____

Mailing Address _____

City/State/Zip _____

No. of Units _____

No. of Board Members _____ Tax ID No. _____ W-9 _____

Assessment \$ _____ Per _____ Due _____ Late _____

Late Charge \$ _____ Variable? _____

Reserve \$ _____ Special _____ \$ _____ Per _____

Ongoing \$ _____

Master/Sub ? _____

Management Co. _____

Email _____ Website _____

Manager _____ Phone _____ Fax _____

Email _____

Accounting _____ Phone _____ Fax _____

Email _____

Address _____

New Acct Fees \$ _____ Cap Fee \$ _____ Admin Fee \$ _____

Any Other Charges? \$ _____

Who Sends Intent? _____

Signor Name and Title _____ Or Mike Designated Agent Signed Form

Please forward a copy of Association Collection Policy and W-9

Thank You.



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www.collectHOA.com