



MANAGEMENT AGREEMENT
Between The Washington Land Title Association and Sean Holland

This agreement, dated as of June 1, 2025, will serve as a management agreement between Sean Holland, an independent contractor, and the Washington Land Title Association (hereafter referred to as the WLTA).

1. Sean Holland agrees to provide the WLTA with management services and facilities as outlined in this agreement.
2. Sean Holland agrees (a) to act as Executive Director to the WLTA in accordance with the WLTA's Constitution and By-Laws, (b) to supply consultation and management duties as outlined herein, and (c) to execute the policies and procedures of the WLTA and its officers and committees under the general direction of the WLTA's Board of Directors. It is understood, however, that Sean Holland will provide such management services and facilities using his best judgment as to his schedule, the methods used, and the determination of necessary resources. Until such time as George Peters has resigned from the position of Executive Director, Sean Holland and George Peters shall each be referred to as "Co-Executive Director".
3. Sean Holland further agrees to provide management of the day-to-day affairs of the WLTA, input and research into development of WLTA programs, consultation and coordination with committees, maintenance of relations with affiliated organizations, attendance and participation as an ex-officio member of the WLTA's governing bodies, coordination of all meetings, development of long and short-range planning processes, membership communications and overseeing the execution of the programs of the WLTA.
4. Sean Holland is responsible for assisting with the formulation of member recruitment and retention programs, public relations and other external communications as directed by the Board of Directors with full WLTA member participation in the processes.
5. Sean Holland further agrees to provide necessary administrative support and bookkeeping services as well as editorial expertise as necessary and reasonable. It is further agreed that regular financial reports will be issued, funds will be handled in accordance with the policies and procedures of the WLTA and Sean Holland will maintain open records for inspection by any authorized representative of the WLTA.
6. Sean Holland will assume responsibility for maintenance of membership records, mailing lists, coordination of production of newsletters and bulletins, web site maintenance, coordination of plans for regular and special meetings and educational programs, and will provide a mailing address and telephone number for the conduct of the business of the WLTA.

7. Services or expenses included in this agreement, to be reimbursed at cost by the WLTA if not paid directly by the WLTA, include: printing and production services for printed material necessary for meetings, seminars and conventions; dedicated telephone number and post office box; postage; automobile mileage (in accordance with IRS allowances) for travel to and from WLTA events, special publications; facilities and materials expenses required for education seminars or conventions; or for any additional WLTA-related expenditures and duties not described herein.
8. Expenses to be paid or reimbursed by the WLTA include travel and lodging expenses (including for his spouse) in connection with (1) WLTA meetings, (2) the annual Pacific Northwest or Washington State convention (if not held in conjunction with a multistate convention), (3) seminars and similar events, (4) starting in 2026, the annual ALTA One national convention, and (5) starting in 2026, the ALTA Advocacy Summit. Such expenses include: event registration, air fare, hotel, meals & car rental/taxis, as well as mileage (in accordance with IRS allowances), and parking if appropriate.
9. It is understood that Sean Holland may additionally serve on or as chairman of committees of the WLTA, including the Education and Publications and Legislative Committees, without additional compensation except for expenses incurred in accordance with Paragraph 7 above.
10. It is understood that the WLTA's membership is responsible for providing adequate voluntary leadership and participation in the programs of the WLTA.
11. COMPENSATION: The WLTA agrees to pay a basic management fee of \$1,000 per month on or before the first day of the month in which the service is to be rendered, beginning on June 1, 2025. Payment will be authorized in writing (including by email) by the current President or other designated officer of the WLTA upon written request (including email) and will be payable within 20 days of receipt. A monthly invoice will be prepared and maintained in the WLTA records, and submitted upon request to the President or other designated officer of the WLTA.

It is agreed that compensation for the year 2026 will be \$1,000 per month from January 1, 2026, through May 31, 2026, and \$4,000 per month from June 1, 2026, through December 31, 2026, which compensation will be included in an extension to this agreement as of January 1, 2026.

In addition to the above fee, in those years that the WLTA hosts the annual Pacific Northwest Land Title convention as a participant with any other state, or holds its own annual convention solely for its members, the WLTA agrees to consider payment of an additional management fee (in addition to any expenses covered in Paragraph 8 above) in an amount to be determined and approved by the Board at the next regularly scheduled Board meeting following the convention, or as otherwise approved by the Board in the absence of a meeting. An invoice shall be prepared for such additional compensation and maintained in the WLTA records.

A written request (including by email), together with an invoice and any supporting documentation, for reimbursement for any expenses covered by Paragraph 7 above or Paragraph 8 above will be prepared and submitted to the President or other designated officer of the WLTA and will be payable upon approval within 20 days of receipt. Payment may be by check or electronic funds transfer. An invoice shall be prepared for such matters and maintained in the WLTA records.

Payment of all compensation under this agreement may be by check or electronic funds transfer.

12. **CONFIDENTIALITY:** Sean Holland agrees to keep confidential any and all aspects of the WLTA’s governance and financial status that are not explicitly publicized by the WLTA via its activities, website, and publications.
13. **ACCEPTANCE:** This letter of agreement is effective from June 1, 2025, to December 31, 2025. Subsequent extension or renewal may be made and this agreement may be amended, in whole or in part, by the parties mutually agreeing to said extension, renewal or amendment. This agreement may be immediately terminated for cause. This agreement may be terminated by either party upon ninety days written notice.
14. It is understood that this agreement shall be extended or renewed at least annually as of January 1 for the ensuing year, but mutual amendment may be made at any time.

Dated as of June 1, 2025

Acceptance for WLTA

Acceptance by Sean Holland

Ashley Callahan, President

Sean Holland

Date signed: _____

Date signed: _____