

HIDDEN VALLEY HOMEOWNERS ASSOC. SERVICES AGREEMENT

This Agreement is made effective as of March 15, 2005, by and between Hidden Valley Homeowners Association, of P.O.Box 325, Florence, MT 59833, and Highland Bookkeeping Services, LLC, of P.O.Box 1973, Missoula, Montana 59806.

In this Agreement, the party who is contracting to receive services shall be referred to as "Hidden Valley Homeowners Assoc.", and the party who will be providing the services shall be referred to as "Highland Bookkeeping Services".

Highland Bookkeeping Services has a background in bookkeeping and small business administration and is willing to provide services to Hidden Valley Homeowners Assoc. based on this background.

Hidden Valley Homeowners Assoc. desires to have services provided by Highland Bookkeeping Services.

Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** Beginning on March 15, 2005, Highland Bookkeeping Services will provide the following services (collectively, the "Services"): All bookkeeping services including: accounts receivable, accounts payable, financial statements and bank reconciliations. In addition, a review of prior data entry, correction of past errors and an update of the association's member data base within the Quickbooks system. An initial set-up charge of \$100.00 is assessed at the commencement of services.
- 2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Highland Bookkeeping Services shall be determined by Highland Bookkeeping Services. Hidden Valley Homeowners Assoc. will rely on Highland Bookkeeping Services to work as many hours as may be reasonably necessary to fulfill Highland Bookkeeping Services's obligations under this Agreement.
- 3. PAYMENT.** Hidden Valley Homeowners Assoc. will pay a fee to Highland Bookkeeping Services for the Services based on \$25.00 per hour. This fee shall be payable monthly, no later than the last day of the month following the period during which the Services were performed.
- 4. EXPENSE REIMBURSEMENT.** Highland Bookkeeping Services shall be entitled to reimbursement from Hidden Valley Homeowners Assoc. for the following "out-of-pocket" expenses: travel expenses, postage, printed materials, and outside copying .

5. SUPPORT SERVICES. Hidden Valley Homeowners Assoc. will not provide support services, including office space and secretarial services, for the benefit of Highland Bookkeeping Services.

6. NEW PROJECT APPROVAL. Highland Bookkeeping Services and Hidden Valley Homeowners Assoc. recognize that Highland Bookkeeping Services's Services will include working on various projects for Hidden Valley Homeowners Assoc.. Highland Bookkeeping Services shall obtain the approval of Hidden Valley Homeowners Assoc. prior to the commencement of a new project.

7. TERM/TERMINATION. This Agreement may be terminated by either party upon 30 days written notice to the other party.

8. RELATIONSHIP OF PARTIES. It is understood by the parties that Highland Bookkeeping Services is an independent contractor with respect to Hidden Valley Homeowners Assoc., and not an employee of Hidden Valley Homeowners Assoc.. Hidden Valley Homeowners Assoc. will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Highland Bookkeeping Services.

9. EMPLOYEES. Highland Bookkeeping Services's employees, if any, who perform services for Hidden Valley Homeowners Assoc. under this Agreement shall also be bound by the provisions of this Agreement.

10. ASSIGNMENT. Highland Bookkeeping Services's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Hidden Valley Homeowners Assoc..

11. CONFIDENTIALITY. Hidden Valley Homeowners Assoc. recognizes that Highland Bookkeeping Services has and will have the following information:

- costs
- business affairs
- process information
- customer lists
- board member information

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Hidden Valley Homeowners Association and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Highland Bookkeeping Services agrees that Highland Bookkeeping Services will not at any time or in any manner, either directly or indirectly, use any Information for Highland Bookkeeping Services's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of Hidden Valley Homeowners Assoc.. Highland

Bookkeeping Services will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

12. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

13. RETURN OF RECORDS. Upon termination of this Agreement, Highland Bookkeeping Services shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Highland Bookkeeping Services's possession or under Highland Bookkeeping Services's control and that are Hidden Valley Homeowners Assoc.'s property or relate to Hidden Valley Homeowners Assoc.'s business.

14. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Hidden Valley Homeowners Assoc.:

Hidden Valley Homeowners Association
Ward Wenholtz
Board Member
P.O.Box 325
Florence, MT 59833

IF for Highland Bookkeeping Services:

Highland Bookkeeping Services, LLC
Greg J Moore
Owner/Member
P.O.Box 1973
Missoula, Montana 59806

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

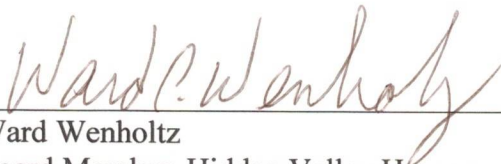
16. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

17. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

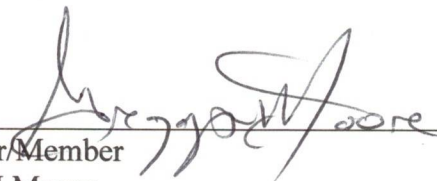
18. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

19. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Montana.

Party receiving services:
Hidden Valley Homeowners Association

By: 
Ward Wenholtz
Board Member, Hidden Valley Homeowners Assoc.

Party providing services:
Highland Bookkeeping Services, LLC

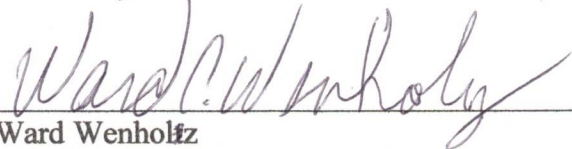
By: 
Owner/Member
Greg J Moore

Hidden Valley Homeowners Assoc. Services Agreement - Addendum 1

Addendum to "Description of Services" and "Confidentiality". Per the request of Hidden Valley Homeowners Assoc., Highland Bookkeeping Services may disclose homeowner balance and payment information to both the homeowners requesting a status of their account, and to title companies researching the status of member properties in regards to applicable dues and liens outstanding. All other requests must be directed first to the board of directors of Hidden Valley Homeowners Assoc. Date effective: March 28, 2005.

Party receiving services:

Hidden Valley Homeowners Association

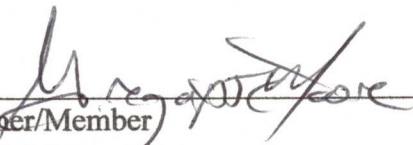
By:  _____

Ward Wenholz

Board Member, Hidden Valley Homeowners Assoc.

Party providing services:

Highland Bookkeeping Services, LLC

By:  _____

Owner/Member

Greg J. Moore.