HOA Property Management Contract Review Checklist

A practical guide for boards switching management companies. Use this before signing any new management agreement, and pull your current contract alongside it, most boards are surprised by what's actually in there.

A property management contract is arguably the most important agreement your association signs.

Three reasons: first, it governs money, records, liability, and who can act on the association's behalf, often for years. Second, the manager is your main vendor, the one coordinating everyone else, serving the board day to day, and communicating directly with members. Third, it's meant to be a long-term relationship, not a one-off purchase. Take your time, both reviewing the contract itself and choosing who you sign it with. Research the manager's reputation too: opinions, complaints, and litigation history.

It's also, legally, an agency relationship:

the board acts as the association's principal, and the manager acts as its agent. As a general rule, when an agent acts on a principal's behalf, the principal bears responsibility for what the agent does, subject to narrow exceptions like the agent's own gross negligence or willful misconduct. Practically, that means the diligence you put into selecting and overseeing your manager isn't just good practice, it's where your actual legal exposure sits, since responsibility for what goes wrong will usually land on the board, and through the board, the association.

Jurisdiction note

This checklist is written for California associations and references California-specific statutes (the Davis-Stirling Common Interest Development Act, Civil Code §§4000–6150). The general structure applies in most US jurisdictions, but wherever this document cites a specific California Civil Code section, that citation is California-specific. If you're using this template in another jurisdiction, check what your own state's HOA statute and general privacy/agency law say on the same point before relying on it.

Get an attorney to review this contract if the association has any budget for it at all.

At bottom, this is a matter of contract law: within the limits state law sets, what you and the manager actually agree to governs the relationship. For boards handling this without counsel, the rule is simple: someone on the board should actually read the entire agreement start to finish, not skim it. AI can assist with the review but don't rely on it, it won't take responsibility for the mistakes. The responsibility is with the board. If anything in the contract feels confusing, vague, or just off, ask the management company to explain or rewrite it in plain terms before signing. A company that won't clarify its own contract in writing is telling you something. Also ask whether the contract was prepared by an attorney, or on an attorney-prepared template. That attorney represents the manager, not your association, but it's still a signal of professionalism, and a contract assembled by AI with no attorney review is a red flag. Where this checklist cites a specific statute, that's a floor the contract can't waive, not a substitute for reading the contract itself.

Not legal advice. General information for board members reviewing a management agreement.

The checklist

You generally have more negotiating leverage than it feels like. Management companies expect boards to ask for changes, and a reasonable request rarely costs you the deal. The fourth column below is where that leverage typically matters most, and where it doesn't.

CATEGORY	WHAT TO LOOK FOR	WHY IT MATTERS	YOUR LEVERAGE / WHAT TO ASK FOR
Term	Initial term length (1–3 years is typical). Does it auto-renew? On what notice?	Unless you have a separate right to terminate, long auto-renewing terms trap you with a bad manager for another full cycle if you miss the notice window. If the renewal date overlaps with your board election cycle, that can make changing managers even harder to coordinate.	Auto-renewal is fine on its own, don't fight it for its own sake. What actually matters is the termination right (next row). If you have an unconditional right to terminate for convenience at any time after the initial term, on reasonable notice, the renewal structure stops mattering, you're never trapped. It only becomes a real problem when that termination right doesn't exist. You'll also want to make sure the current management contract gets handed to every new board, so this knowledge doesn't disappear with board turnover.
Termination — No Cause	Can either party terminate for convenience? Notice period (30–90 days is common)?	Without a no-cause exit, you're stuck proving "material breach" to get out early.	Negotiate this one hard. Some contracts are drafted so that after the initial term, you only have a right *not to renew* on a specific date, not a standing right to terminate at any time. That's materially worse, you can miss a narrow window and be stuck another full term. Insist on: "either party may terminate at any time after the Initial Term upon [30–60] days' written notice," not "either party may elect not to renew."
Termination — For Cause	What counts as material breach? Is there a cure period?	Vague breach language makes it hard to terminate even when service is clearly failing, and it's easier to define this upfront than to fall back on default legal standards for breach after a dispute has already started.	Less critical once you have a solid no-cause right, since you don't need to prove breach to exit. Still worth a defined cure period (15–30 days) so you're not stuck arguing what "material" means.
Transition on Termination	Deadline to return books, records, and funds (30 days before the contract's end date is standard, a new manager needs the records before their own contract starts). Format of records, does the board get admin access to the portal, or just PDFs? And separately: is the Association's *data* portable, or does it live inside the manager's proprietary software in a form that's hard to export regardless of what the contract says about "records"?	Managers can slow-walk a handoff for weeks if the contract doesn't set a hard deadline and format, and software lock-in can make a technically-compliant handoff still functionally useless.	Ask for a specific deadline (not "commercially reasonable time") and export in a usable, non-proprietary format, not read-only PDFs, regardless of which software the manager uses internally: the Association's data is the Association's, independent of whichever platform happens to store it. State that if the manager's non-compliance with this clause causes the Association additional cost (e.g., the new manager charging more for a messier onboarding), the outgoing manager compensates for that cost. It's also worth clarifying that in a termination dispute, the manager may not withhold records or attempt to negotiate daily liquidated damages for each day records go unreturned past the deadline. (Liquidated damages are a pre-agreed compensation amount for breach, and under California law they're only enforceable if they're a reasonable forecast of anticipated harm, not a disguised penalty, Civil Code §1671.)
Compensation — Base Fee	Monthly management fee, and what it actually covers.	Different companies may price a materially different bundle of services under the same-sounding "base fee," so the sticker price alone doesn't tell you what you're actually comparing.	Get 2–3 competing quotes before you negotiate this one, it's your strongest data point. Line up what each company actually includes in the fee, not just the total.
Compensation — Add-On Fees	Full fee schedule: meeting attendance beyond X minutes, special project hourly rate, court/deposition appearance, collections/lien processing, NSF fees, record storage, 1099 prep, insurance claim coordination (often 4%+ of the claim), capital project coordination (often 2–5% of project cost).	This is where costs balloon. A low base fee with an aggressive add-on schedule can cost more than a higher flat fee.	Ask for the reduced coordination fee (often 50%) to also apply when the *board* takes the lead on a project, not just when a licensed architect/engineer/PM is engaged, if the board is doing comparable work, the discount logic should apply the same way.

Owner Chargebacks	Which fees get passed to individual owners (move-in/out, entry system programming, document requests, NSF)?	Your governing documents are the actual source of authority for fees the Association imposes on members, but some transfer/escrow-related administrative costs may legitimately come from the manager as their own charge for preparing documents.	Verify against your CC&Rs before the manager starts charging them, and confirm the sales/escrow document fees are reasonable relative to market.
Scope of Duties	What's actually named in the scope section, not left as an unwritten assumption. Standard items to look for by name: assessment invoicing, collection, and delinquency follow-up; accounts payable / vendor bill pay; monthly financial statements and annual budget and reserve-disclosure preparation; board meeting agenda preparation and minutes; architectural (ARC) application processing; violation notices and rule enforcement; vendor bid solicitation; records custodianship, meaning keeping the Association's official records (financial records, minutes, governing documents) and responding to members' formal requests to inspect or copy them under Civil Code §5200 et seq.; insurance renewal coordination; and an emergency/after-hours contact procedure.	Make sure nothing you're relying on (site visits, a specific reporting cadence, reserve funding recommendations) is silently excluded or bumped into "additional service, additional fee." A scope section that just says "general management services" is exactly the kind of vagueness worth pushing back on. That said, "general management services" on its own isn't automatically a problem, it's fine if it's followed by "including but not limited to" and then the specific items the board actually cares about. What's risky is that phrase standing completely alone with nothing itemized after it, that's what invites a dispute later about what was actually promised.	If your board wants site visits, a specific reporting cadence, or anything else beyond the boilerplate, ask to have it written into the scope section by name. Managers change, boards change, it should all be in the contract rather than living in someone's memory.
Spending Authority / Approval Thresholds	Dollar limit the manager can spend without Board approval (e.g., $2,500/occurrence). Number of bids required above a threshold. Emergency spending carve-out. Rules the manager must follow when spending *within* the pre-approved limit, e.g., arm's-length dealing and market terms for vendors, so the discretion isn't misused even below the dollar threshold.	Too high a threshold means real money moves without the Board ever seeing it coming, and an unconstrained "within-limit" discretion can enable self-dealing (favoring an affiliated vendor) even when no single purchase crosses the approval line.	Negotiable, but most boards land near industry standard ($2,000–$3,000/occurrence). Push harder if your budget is small relative to that number. Either way, the board should be notified of spending at the time it happens or within a reasonable time after, not just at the next scheduled report.
Financial Controls	Are Association funds held in a separate account (not commingled)? Who are the signers? Does the manager have unilateral withdrawal authority, and up to what limit?	Commingled funds or unlimited manager signing authority is a red flag on its own.	Ask for a short advance-notice requirement (even a few business days) on ancillary/ad hoc withdrawals. Expect the recurring base management fee itself to stay auto-deducted without notice, that part is close to non-negotiable industry-wide, but ancillary charges should route through board review first.
Reporting	What reports, how often, in what format, and does the Board get direct online access to ledgers/statements (not just what the manager chooses to send)?	"We'll provide monthly statements" means nothing if there's no enforcement mechanism when they don't.	Ask for direct, real-time portal access rather than relying on the manager to proactively send things.
Liability Cap	Is management company liability capped (e.g., at 6 months' fees)? What's carved out (gross negligence, willful misconduct, criminal conduct)?	A tight cap plus a broad Association-side indemnity (see below) is a very one-sided risk allocation, worth negotiating.	Worth pushing on, but expect resistance, this is often the least negotiable clause for larger management companies. The more realistic lever is requiring the manager's own insurance (see below) to sit behind the cap.
Indemnification — By Association	Does the Association indemnify the manager for nearly everything except the manager's own gross negligence/willful misconduct?	Standard in the industry, but confirm the carve-outs are real and not illusory given the liability cap above.	Standard language; usually not worth a fight on its own.

Indemnification — By Manager	Does the manager indemnify the Association for anything, or only gross negligence/willful misconduct?	Ordinary negligence often isn't covered, know what risk actually sits with the Board.	Ask whether ordinary negligence (not just gross negligence) can be carved in for specific high-risk items like AI data handling (see below) and fund handling, even if the general cap stays as-is.
Insurance Requirements	Two distinct questions, keep them separate. First: is the Association's own crime/fidelity bond, already required by California law, endorsed to cover dishonest acts by the manager and its employees? Second, and separately, purely a matter of market practice rather than statute: does the manager carry its own general liability and E&O coverage, and who is named as additional insured on whose policy?	The first question isn't a negotiating point, it's compliance. Under Civil Code §5806, the Association's own crime/fidelity bond must be endorsed to include dishonest acts by its managing agent, it's the Association's own policy that has to extend to cover the manager. A separate policy the manager carries on its own does not, by itself, satisfy this requirement (though nothing stops the manager from also carrying one). The second question is where real risk allocation happens: if the manager carries no general liability or E&O coverage of its own, a loss the manager's negligence causes, say, an on-site accident during a project they managed, still has to be paid from somewhere, and without the manager's own insurance responding first, it's the Association's own policy that absorbs it: higher premiums, a worse claims history, and eroded limits for a risk the manager actually caused. And if the contract asks for the manager to be added as additional insured on the Association's policy, rather than the other way around, that's the manager using the Association's own coverage to protect itself, worth noticing which direction the request runs.	For the first: confirm the fidelity bond endorsement in writing with your insurance agent, this is a compliance check, not something to negotiate. For the second: ask for a certificate showing the manager's own general liability/E&O coverage, and ask to be named additional insured on the manager's policy, not just the reverse.
AI / Third-Party Software Use	Does the contract address the manager's use of AI tools? Is there a restriction on inputting Association or member data into public/general-purpose AI platforms? Is there a disclosure duty when AI output is relied on for a decision affecting the Association?	Almost never addressed in standard templates, and it should be. There's nothing wrong with using AI as long as the risk allocation is right: if all the efficiency gains go to the manager and all the risk goes to the Association, something is wrong. See the AI section below, which includes a California-specific statutory basis for this.	Ask for it directly, most templates say nothing here, so raising it isn't fighting an entrenched position, you're filling a gap. See the clause language below.
Manager's Own Insurance	Does the manager carry E&O (professional liability) and cyber liability insurance, at what limits, and is the Association entitled to see the certificate?	The liability cap only protects the manager. If the cap is low and the manager carries no E&O/cyber coverage, a real loss, AI-caused or otherwise, has nowhere to land except the Association. And increasingly, even a manager who *does* carry E&O coverage may find AI-related claims specifically excluded, see "silent AI" in the AI section below.	Ask for a certificate of insurance as a condition of signing, not just a representation in the contract text. A manager unwilling to provide one is a signal on its own.

Dispute Resolution	Is mediation and/or arbitration required before litigation, and is it binding? How is the mediator or arbitrator chosen? How is the neutral's own fee split, and separately, is there an attorney's-fees clause (each side bears its own, or prevailing party recovers)?	Standard practice is that both parties jointly select a neutral mediator or arbitrator, ideally one experienced in HOA/community-association matters, and split that neutral's own fee evenly between them. That's separate from attorneys' fees, which follow whatever the contract's own fee-shifting clause says, most commonly each side bears its own unless there's a prevailing-party clause. Watch for language letting the manager unilaterally pick the arbitrator, that departs from the mutual-selection norm, and watch separately for clauses giving the manager veto power over the Board's own choice of legal counsel, a real clause that has appeared in signed agreements.	Push back on any unilateral selection right, mutual agreement on the neutral is the norm and reasonable to insist on. Confirm the fee-shifting language is what you'd expect (each side's own attorney's fees, the neutral's fee split evenly), and if you see anything limiting the board's choice of its own counsel, push back on that specifically, it's not standard even where arbitration itself is.
Assignment (and Change of Control)	Can the manager assign the contract to another company without Board approval? Separately, and easy to miss: what happens if the *management company itself* is acquired or merges into a larger company? A stock sale or merger often isn't technically an "assignment" of the contract at all, so a standard assignment clause may not give you any say when your manager is bought out from under you, roll-ups and acquisitions are common in this industry right now.	Without a Board-approval requirement on assignment, you could end up managed by a company you never vetted. And without a separate change-of-control provision, the same thing can happen through an acquisition that technically isn't an "assignment," leaving you with no contractual trigger at all.	Ask for mutual prior written consent (not just notice) before either party can assign, this is reasonable and commonly granted. Ask for a *separate* clause requiring written notice within a set number of days of any change of control of the management company, with a right to terminate on shortened notice if the Board isn't satisfied with the new ownership or management team.
Licensing & Credentials	Does the contract require the manager (or the individual community manager) to hold specific credentials (CMCA/AMS) or a real estate license where applicable? Is that a continuing obligation for the life of the contract, not just a one-time representation made at signing, and if so, is there a duty to notify the Board if a license or credential is suspended, revoked, or expires?	Verify independently, don't rely on the contract's self-representation. California doesn't require a broker's license for HOA management, but licensing history still tells you a lot about who you're hiring. It's also worth knowing what licensing actually buys you: a licensed or registered manager typically has ongoing continuing-education requirements and is subject to oversight by a licensing body, which gives you somewhere to file a complaint if something goes wrong. A manager with no credentials at all doesn't just mean less information to check, it means no regulatory recourse if there's a problem, which is itself worth factoring into the decision.	Verification, not negotiation, check the CA DRE lookup and complaint history yourself regardless of what the contract says.
Representations & Warranties	Does the manager represent that it is duly licensed or certified where required, and otherwise authorized and qualified to perform its services, and will comply with applicable law and the Association's own governing documents (CC&Rs, bylaws, and rules)?	Standard boilerplate, but useful leverage if licensing issues surface later. Compliance with the governing documents matters just as much as compliance with outside law, the manager is acting under authority the Association's own documents grant it.	Standard language; not usually worth negotiating further, but confirm the governing-documents reference is actually there, it's sometimes left out in favor of "applicable law" alone.
Amendment	Can the manager unilaterally update fee schedules/exhibits with mere "notice," or does it require mutual agreement?	Unilateral fee-schedule updates on notice-only terms let costs creep without a vote.	Ask that any fee increase require the board's written approval, not just advance notice, notice alone isn't consent.

Communication Channels	Does the contract disclaim responsibility for monitoring social media/community forums? Is there a single point of contact requirement?	This mostly matters if your association actually uses a member portal or an official social channel where members raise issues, if so, a blanket disclaimer can become an excuse for a complaint to just disappear. If your association doesn't really use any such channel, this is a low-priority item worth a glance, not a fight.	Reasonable as drafted in most templates; low priority.
Unusual Clauses (catch-all)	Anything that feels unusual, one-sided, or unfair, don't skip past it just because it's dense or unfamiliar.	You should understand every right and obligation you're agreeing to on the Association's behalf. Unfamiliar doesn't mean unimportant.	Research it: independent research (search engines, AI tools, trade publications, message boards) and ask the manager to explain it in plain language, then negotiate from there.

AI use — why it needs its own provision

This section is written from a California legal perspective, including specific Civil Code citations. If you're using this template outside California, the reasoning still applies, but check your own jurisdiction's data-privacy and agency law before relying on the statutes cited below; they won't transfer directly.

As explained above, the manager is the Association's agent, and the Association generally bears responsibility for what its agent does. AI use is where that principle gets concrete rather than abstract: when a manager's AI use goes wrong, the exposure lands on the Association, not the manager, even though the manager made the choice.

Most standard management agreements say nothing about AI. That silence isn't neutral: it leaves the manager free to use it however they like, with no disclosure duty and no allocation of risk if it goes wrong, or worse, invites a one-sided clause where the manager keeps the efficiency gains and the Association absorbs the risk.

The goal isn't to ban AI use, most agents use it now, and a manager using it thoughtfully may genuinely serve the Association better than one who doesn't. The goal is proportional, accountable use.

That breaks into three separate questions a contract should answer:

- **Can the manager use AI at all?** Yes, but there's a real difference between low-stakes general use (proofreading a letter, drafting a generic template) and inputting Association or member-specific data, only the second triggers the restrictions below. A human always stays responsible for the output. Most AI systems now surface some version of a use-with-caution disclaimer, that's the industry acknowledging its own error rate, and ignoring it means choosing not to know something the tool is already telling you. The real danger isn't the AI being wrong sometimes, it's a manager relying on an answer without checking it at all, having no independent way to verify it even when they try, or being unaware of the risk in the first place. Watch too for AI sycophancy: systems tending to agree with and validate whoever's asking, rather than prioritize what's actually correct.
- **What can go into it?** This is where California law stops being a matter of contract negotiation and becomes a statutory floor the contract can't waive. Under **Civil Code §5230(c)(1)(B)**, an association or its managing agent may not transmit a member's personal information to a third party without that specific member's own consent, unless required by law (with a carve-out for records disclosures required under Civil Code §5200 et seq.). This consent must come from the individual member, board approval does not satisfy it, the board cannot consent on a member's behalf, and a contract cannot override this statute. Feeding a member's correspondence or personal details into a general-purpose AI tool is a transmission under this section. Separately, the contract should also restrict confidential Association information (financial records, privileged communications) from public, general-purpose tools that retain or train on submitted data.
- **Who's on the hook if it goes wrong?** Under **Civil Code §5230(c)(2)**, a member harmed by a violation can sue the *Association*, not the manager, for injunctive relief and actual damages, and can recover their own attorney's fees if they win. The Association carries the statutory exposure even though the manager caused the problem, which is exactly why the manager needs to carry that risk back contractually.

A note on insurance: “silent AI” is ending

Until recently, most professional liability (E&O) and cyber policies were silent on AI: they neither explicitly covered nor excluded AI-related losses, so coverage existed by default rather than by design. Insurers call this “silent AI” coverage. That's changing fast: starting with 2025 renewals and accelerating through 2026, major insurers have begun filing explicit AI exclusions, Verisk's ISO introduced generative-AI exclusion endorsements for commercial general liability effective January 2026, and W.R. Berkley has filed an “absolute” AI exclusion for its D&O, E&O, and fiduciary liability lines. Don't assume a manager's existing insurance responds to an AI-caused loss, increasingly, it won't. That's exactly why Clause 4 below makes the manager's indemnity obligation independent of whether their insurance actually pays out.

Suggested clause language

Some management contracts say nothing about AI at all. Others include narrow, permissive clauses that protect the manager and leave the Association holding the risk and liability. The reality is that most agents already use AI, and used responsibly, it's a legitimate tool. The goal isn't to ban it, it's to start a conversation and make sure a few things actually get discussed, agreed to, and put in writing: what data protection looks like, giving the board visibility into which AI tools the manager is actually using, and making sure AI is used responsibly. It's also worth remembering that using AI is the manager's choice to make, not a given, if they want to use it on the Association's data, the board should at least be aware, and the benefits to the manager should be symmetrical with the risks the Association bears from that use. If there were no risks, insurers wouldn't be carving AI use out of their policies, as noted above. The clauses below are a conversation starter with your manager, showing the risks the Association should be weighing.

1. Permission, with a disclosure floor

"Management Company may use artificial intelligence tools (“AI Tools”) to assist in performing its duties under this Agreement, provided that any output materially relied upon in a decision, communication, or recommendation affecting the Association shall be reviewed, exercising reasonable judgment, by a qualified human employee of Management Company prior to reliance. Management Company represents that it uses [insert AI tools and tiers] as its designated AI Tool(s), and that the following services involve AI Tool use: [name]. If Management Company changes or adds AI Tools, it will notify the Board in writing within five (5) business days identifying which AI Tools are used for which services."

2. Data-handling restriction

"Consistent with Civil Code §5230(c)(1)(B), Management Company shall not transmit any member's personal information to any AI Tool without that individual member's own consent, obtained directly from them, Board approval alone does not satisfy this requirement, unless the transmission is otherwise required by law (including disclosures required under Civil Code §5200 et seq.). Management Company shall not input any confidential Association information, financial records, or privileged communications into any publicly available or general-purpose AI Tool that retains, trains on, or otherwise processes such data outside Management Company's controlled environment. Use of enterprise-grade AI Tools with contractual data-protection and non-training commitments equivalent to Management Company's obligations under this Section is permitted without separate consent."

3. Accountability when it goes wrong

"Management Company shall promptly correct any error, omission, or adverse consequence to the Association or its members arising from Management Company's use of an AI Tool, at Management Company's own expense, and shall notify the Board within 48 hours of discovering any unauthorized disclosure of Association or member data caused or contributed to by an AI Tool, in addition to and without limiting any notification obligation arising under Civil Code §5230(c)(2) or other applicable law."

4. The liability/insurance balance

"The limitation of liability set forth in Section [Indemnity and Liability] shall not apply to losses arising from Management Company's breach of Clauses [2] or [3] above. Management Company shall carry, at its own expense, professional liability (errors and omissions) insurance and cyber liability insurance, each in an amount of not less than $[1,000,000] per occurrence, and shall furnish certificates evidencing such coverage upon request. Regardless of whether such insurance responds to the claim, Management Company shall indemnify, defend, and hold harmless the Association for any damages, injunctive relief compliance costs, and attorney's fees awarded against the Association under Civil Code §5230(c)(2) or other applicable law arising from Management Company's use of an AI Tool."

5. Individual acknowledgment

"Before gaining access to Association files, every manager working on the Association's data will sign a statement, delivered to the Association, confirming they are: (i) aware AI can make mistakes and outputs should be double-checked, or disclosed as unverified if they cannot verify it themselves; (ii) aware of AI sycophancy; (iii) aware that information entered into non-designated AI tools may be retained indefinitely, used to train future models, or produced under subpoena; and (iv) familiar with this AI clause and undertake to comply with it."

If you can't renegotiate the whole contract: the indemnity letter

Not every board reading this is negotiating a new agreement, some of you are dealing with an existing signed contract that already has AI exposure baked in, and a full renegotiation isn't realistic right now. The natural time to raise AI is at contract renewal, when you notice AI being introduced into your services, or when AI use has already become a concern the board or members have raised. From there, two options. Ask the manager to sign an AI annex or addendum incorporating the matters covered in the clauses above. Or, a lighter-weight alternative: ask the manager to sign a standalone indemnity letter confirming they're aware of their obligations under Civil Code §5230(c)(1)(B), and that if breached through their AI use, they will indemnify and make the Association whole under §5230(c)(2). A manager unwilling to sign a simple letter confirming they'll follow the law they're already bound by is telling you something.

Before you sign

1. Get 2–3 competing proposals on the same scope of work so you're comparing apples to apples on fee schedules, not just the headline monthly rate.
2. Check licensing and complaint history independently, CA DRE public lookup, Yelp/BBB, and litigation search on the company itself and its principal(s)/owner. Don't rely solely on the manager's own representations.
3. Negotiate the liability cap and indemnity balance if it's heavily one-sided, this is usually negotiable even with larger management companies.
4. Confirm the transition mechanics under your *current* management agreement before you sign the new contract: notice period, records handoff deadline, format, and data portability. Check your own existing contract for these terms. If you don't have a copy of it on hand, request one now.
5. Put the new contract in front of an attorney if the board has any budget for it. If not, at minimum use this checklist against the draft line by line before the Board votes, and consider a standalone indemnity letter for anything you can't get rewritten into the contract itself.