



## HOA - Communications available via the Web

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We are pleased to announce that CitiScape is now offering a web portal in order to enhance our level of customer service to TL owners. Until recently, strict laws governed the distribution of certain legal documents from the association to its members, and restricted that delivery method to first class mail. The California legislature passed an amendment to the Davis Stirling Act and now allows the association to send certain notifications and important disclosures via the web for those owners who request delivery in this manner. This will save time and money over the long term, and help the environment by going paperless.

### How do I sign up?

Signing up is simple. Just follow the link: [edocs.citiscapesf.com](https://edocs.citiscapesf.com) and enter your name and your account number to activate your account. You can go the CitiScape website at [www.citiscapesf.com](http://www.citiscapesf.com), click on the "Online Resources" link and then the "Members Area" link. You can find **your account number on your coupon books or on any statements you have received from CitiScape**. You can always request your account information by emailing us at [data@citiscapesf.com](mailto:data@citiscapesf.com). You can also change your contact information, retrieve any mailings that were recently sent and get access to upcoming events and association news.

### Will I still be able to talk to a person?

Never fear, we will only use email to send you regular association communications, such as rule changes, notices and yearly disclosures. You can always call the TL management office at 415.772-9136. And in the event of a building emergency, you can still reach us 24 hours a day, 7 days a week on our **emergency line at 415.487.3697**. Or you can reach us on the web at [www.citiscapesf.com](http://www.citiscapesf.com).

### What if I need a hard copy?

You can request a hard copy at your cost at any time via the web portal. You can also leave requests and suggestions here too. If you opt in to the email correspondence option, please be sure to fill out the e-mail consent form and mail back the signed form to our office at CitiScape Property Management Group, 3450 Third Street, Suite 1A, San Francisco CA 94124-1444.

### What if I don't sign up to "opt in"?

This service is only for homeowners who wish to utilize email to receive HOA communications. If you do not wish to receive notification by email, simply disregard this notice and we will continue to do door drops and mail things to you via U.S. Postal Service as we have in the past.

### What if I later change my mind and no longer want to receive HOA materials via email?

You can opt in or out of email correspondence whenever you like. If you choose to opt in, you will no longer receive hard copies of any general correspondence that is distributed to the association. We hope this new option will provide a valuable service to your association, and it also helps save trees and expense to the association. And look forward to site improvements and upgrades in the future.

**NOTE:** *The following items continue to be mailed as required by law: Annual Meeting Notices and Ballot items.*

**ASK THE MANAGEMENT OFFICE OR FRONT DESK FOR A  
COPY OF THIS INFORMATION PACKAGE**

## SAMPLE E-MAIL CONSENT FORM

\_\_\_\_\_  
Homeowner's name printed

\_\_\_\_\_  
Homeowner's address

\_\_\_\_\_  
Homeowner's e-mail address

\_\_\_\_\_  
Homeowner's phone number

\_\_\_\_\_  
Association Name

### **EMERGENCY PROBLEMS**

E-mail should never be used for **emergency problems**. In the event of an emergency, call 911.

### **URGENT PROBLEMS**

E-mail should never be used for **urgent problems**. In these cases, the homeowner should call 415.487.3697.

### **SENSITIVE HOMEOWNER INFORMATION**

E-mail should be concise. If the homeowner has a problem that is too complex or sensitive to discuss via e-mail, the homeowner should make an appointment by calling: 415.401.2000.

### **HOMEOWNER ACKNOWLEDGEMENT AND AGREEMENT**

I acknowledge that I have read and fully understand this consent form. I understand the risks associated with the communication of e-mail between the Agent and me, and consent to the conditions herein. In addition, I agree to the instructions outlined herein, as well as any other instructions that Managing Agent may impose to communicate with homeowners by e-mail. Any questions I may have had were answered.

I wish to hereby enter into this agreement with the Managing Agent and understand that I can terminate this agreement at any time by either logging onto the site provided, email to [data@citiscapesf.com](mailto:data@citiscapesf.com) or written consent. I further understand that activating my account is construed as an implicit agreement to enter into this contract, notwithstanding receipt of this signed document.

\_\_\_\_\_  
Homeowner signature

\_\_\_\_\_  
Date

MAIL FORM TO:

CitiScape Property Management Group LLC  
EMAIL CONSENT FORM  
3450 3<sup>rd</sup> Street STE 1-A  
San Francisco, CA 94124-1444

Or Fax to 415-695-2999  
Attention: Data Admin

## **1. RISKS OF USING E-MAIL TO COMMUNICATE WITH YOUR AGENT**

CitiScape Property Management Group LLC shall be referred to throughout this consent as "Agent"). However, this reference shall also include the members of the Agent's staff.

Agent offers homeowners the opportunity to communicate by e-mail. Transmitting homeowner information by e-mail, however, has a number of risks that homeowners should consider before using e-mail to communicate with the Agent. These include, but are not limited to, the following risks:

- a. E-mail can be circulated, forwarded, and stored in numerous paper and electronic files.
- b. E-mail can be immediately broadcast worldwide and be received by unintended recipients.
- c. E-mail senders can easily type in the wrong email address.
- d. E-mail is easier to falsify than handwritten or signed documents.
- e. Backup copies of e-mail may exist even after the sender or the recipient has deleted his or her copy.
- f. Employers and on-line services have a right to archive and inspect e-mails transmitted through their systems.
- g. E-mail can be intercepted, altered, forwarded, or used without authorization or detection.
- h. E-mail can be used to introduce viruses into computer systems.
- i. E-mail can be used as evidence in court.

## **2. CONDITIONS FOR THE USE OF E-MAIL**

Agent will use reasonable means to protect the security and confidentiality of e-mail information sent and received. However, because of the risks outlined above, Agent cannot guarantee the security and confidentiality of e-mail communication, and will not be liable for improper disclosure of confidential information that is not caused by Agent's intentional misconduct. Thus, the homeowners must consent to the use of e-mail for homeowner information. Consent to the use of e-mail includes agreement with the following conditions:

- a. All e-mails to or from the homeowner concerning repairs, payments, or any other information deemed important will be printed out and made part of the homeowner's record. Because they are part of the record, other individuals authorized to access the record, such as staff and billing personnel, will have access to those e-mails.
- b. Agent may forward e-mails internally to Agent's staff and agent. Agent will not, however, forward emails to independent third parties without the homeowner's prior written consent, except as authorized or required by law.
- c. Agent shall confirm when an e-mail from the homeowner has been received and read. However, the homeowner shall not use e-mail for emergencies, urgent problems or other time sensitive matters.
- d. If the homeowner's e-mail requires or invites a response from Agent, and the homeowner has not received a response within a reasonable time period, it is the homeowner's responsibility to follow up to determine whether the intended recipient received the e-mail and when the recipient will respond.
- e. The homeowner should not use e-mail for communication regarding sensitive information, such as information regarding personal information or financial information.
- f. The homeowner is responsible for protecting his/her password or other means of access to e-mail. Agent is not liable for breaches of confidentiality caused by the homeowner or any third party.
- g. Agent shall not engage in e-mail communication that is unlawful
- h. It is the homeowner's responsibility to follow up and/or schedule an appointment if warranted.

## **3. HOMEOWNER RESPONSIBILITIES AND INSTRUCTIONS**

To communicate by e-mail, the homeowner shall:

- a. Inform Agent of changes in his/her email address.

- b. Confirm that he/she has received and read the e-mail from the Agent.
- c. Put the homeowner's name in the body of the e-mail.
- d. Include the category of the communication in the e-mail's subject line, for routing purposes (e.g., billing question).
- e. Review the e-mail to make sure it is clear and that all relevant information is provided before sending to Agent.
- f. Take precautions to preserve the confidentiality of e-mail, such as using screen savers and safeguarding his/her computer password.
- g. Withdraw consent only by e-mail or written communication to Agent.

#### **4. ALTERNATE FORMS OF COMMUNICATION**

I understand that I may also communicate with the Agent via telephone or during a scheduled appointment and that the e-mail is not a substitute for the care that may be provided during an office visit. Appointments should be made to discuss any new issues as well as any sensitive information.

#### **5. SECURITY MEASURES USED BY THE AGENT**

As stated above, communicating via e-mail does come with privacy risk as stated above. While the Agent cannot guarantee total confidentiality, the Agent has and will use reasonable safeguards to protect your information as required by law. The security measures taken by the Agent include password protection, policies and procedures, and staff training requirements.

#### **6. HOLD HARMLESS**

I agree to indemnify and hold harmless the Agent, his/her practice, Full Focus, and its trustees, officers, directors, employees, agents, information agents and suppliers and website designers and maintainers from and against all losses, expenses, damages and costs, including reasonable attorney's fees, relating to or arising from any information loss due to technical failure, my use of the internet to communicate with the Agent or the use of Agent's web-site, any arrangements you make based on information obtained at the Site, any products or services obtained through the Site, and any breach by me of these restrictions and conditions. The Agent does not warrant that the functions contained in any materials provided will be uninterrupted or error-free, that defects will be corrected, or that the Agent's website or server that makes such site available is free of viruses or other harmful components.

#### **7. TERMINATION OF THE E-MAIL RELATIONSHIP**

The Agent shall have the right to immediately terminate the e-mail relationship with you if he/she determines, in his/her sole discretion, that you have violated the terms and conditions set forth above or otherwise breached this agreement, or have engaged in conduct which the Agent determines, in his/her sole discretion, to be unacceptable. The e-mail relationship between the Agent and the homeowner will terminate in the event the Agent, in his/her sole discretion, no longer wishes to utilize the e-mail to communicate with all of his/her homeowners.

#### **8. FORWARDING E-MAIL**

I understand that there may be times in which the Agent must forward the information I have provided via e-mail to a third party for billing and payment purposes. I expressly provide my consent to allow the Agent to forward these e-mails to a third party under these conditions. Personal information including email will not be distributed/sold/forwarded to any entity, including Property Management Vendors/Contractors unless express written consent is received.

