



(A Division of Phoenix Realty & Investments)

## **Rental Management Agreement**

I/We (*Names*) \_\_\_\_\_

(Hereinafter referred to as OWNER) Being the owner(s) of the rental Property located at

(*Rental Lot*) \_\_\_\_\_ (Hereinafter

referred to as PROPERTY) agree to hire Vacation Home Finders (hereinafter referred to as AGENCY) as my/our exclusive rental agent for the above Property.

### ***Agency Agrees To:***

Rent Owners' Property by any means deemed appropriate to Agency within the terms of this agreement, including but not limited to displaying the Property on Agency web site, advertising the Property in publications and displaying the Property in Agency store, brochures and promotional materials.

Hire personnel to maintain premises during each rental period as needed and clean after departure of each Renter.

Make arrangements for necessary minor repairs one hundred and fifty dollars or less. Agency will notify Owners as soon as possible of any repairs made.

Prior to any lease, we require a rental deposit of a \$500.00. Balance of the rental fee should be paid as follows: 30 days prior to the lease commencement date.

In the event a reservation is cancelled by a prospective tenant and the cancelled week(s) cannot be rented by Agency, remit to Owner a sum equal to 70% of the collected amount not to exceed 70% of the total rent for the period of the lease.

Rental payments, less commission and expenses will be paid to owner by July 15<sup>th</sup> for the period of May 1 – June 30, by August 15 for the period of July 1 – 31 by September 15<sup>th</sup> for the period of August 1 – 31 and by November 15<sup>th</sup> for the period of September 1 – October 31. Payments will not be made prior to any rental.

Collect the Lakeside Cabins Resort Guest Fee (\$55 for 2017) and remit payment to LCR.

Attempt to discover any misuse or damage to the Property and/or contents and charge renters appropriately. Reasonable use and wear and tear is to be expected.

Complete an annual inspection of the Property and provide Owner with a list of recommended repairs needed to maintain the full enjoyment of the Property.

***Owner Agrees To:***

Pay Agency a sum equal to thirty (30%) of each rental contract by Agency for the above Property. A minimum of \$100 is collected on each individual rental contract.

Pay Agency a sum equal to forty-five (45%) of each rental contract by Agency for the above property if the booking is obtained through extraneous efforts such as Booking.com, etc. Agency will use these efforts during the shoulder season only to obtain more bookings, May 1 – June 15 and September 5 – October 31.

Have the Property thoroughly cleaned before the arrival of the first rental guest and after each personal use time. This includes the screened porch swept or hosed if needed. Owner may hire Agency to clean if they choose not to personally attend to these responsibilities for a fee of \$50 per hour. However, Agency reserves the right to inspect the premises of properties not cleaned by Agency or those that have been left unattended for more than seven days. If Property does not comply with Agency housekeeping standard, Owner will be charged on an hourly basis for necessary additional cleaning.

Provide at least two sets of keys for the rental Property.

Call or e-mail the office to make sure your cabin is not rented (during rental season) if you plan on using your cabin.

Be responsible for carrying adequate liability insurance on Property.

Hold Harmless the Agency for any claims made by the Owners, tenants, or third parties, as a result of any rental activities, except acts by the Agency that are unlawful or grossly negligent.

Reserve the right to use the above said Property for his/her/their own use for their guests without rent at any time the said Property is available providing the Owner shall contact the Agency first to confirm that Agency has not already rented the Property. If a prior rental commitment has been obtained by the Agency, that rental commitment shall be honored.

If your cabin is sold, any new owner must honor all leases and payments of commission due to Agency in case of the sale of the Property. Owner shall notify new owners of said leases before the sale of the Property.

Recognize that the client list is and will remain the sole Property of Vacation Home Finders. If the Property covered by this Agency/Owner Agreement is leased to former tenants obtained by Vacation Home Finders within one year after termination of this agreement by anyone other than said Agency, above stated commissions shall be honored.

Honor payments of all commissions owed to Agency in the event Agency must cancel tenants' reservation or shorten length of this stay due to uninhabitable premises due to Owner negligence in providing amenities as described to renters or interferences by Owner with the tenants' right to quiet and peaceful enjoyment.

*This agreement may be terminated by either party upon thirty (30) days written notice to the address of the respective party, sent certified first-class mail. The Agency shall be entitled to rent commissions for all rental agreements made prior to termination date even though the rental period may extend beyond termination date. If Agency terminated contract, Agency will maintain responsibility for terms of Agency/Owner Agreement through rental period(s). If Owner terminated contract, Owner assumes full responsibility and liability of all existing rental contracts for this Property.*

This contract shall commence on November 1, 2016.

This contract shall terminate on November 1, 2017.

**By signing below I/We acknowledge that I/We have read and understood this Agency/Owner Agreement and agree to the terms and conditions herein stated.**

**Owner(s)**

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

**Agency**

Ted O'Neil Date 9/27/2016

Vacation Home Finders

**Please initial below if you would like to “opt in” to SPECIAL PRICING that may be offered from time to time. We highly recommend opting in for higher rental revenue.**

\_\_\_\_\_ Initial

**Please initial below if you would like to “opt in” to extraneous booking efforts through websites such as Booking.com. I/We acknowledge that the commission fee to Agency is 45% for those bookings and that they will only be for dates of May 1 – June 15 and September 5 – October 31, 2017.**

\_\_\_\_\_ Initial

**Owner & Property Information**

Property Contact \_\_\_\_\_

Social Security # (for 1099 purposes) \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_

Work Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Fax Number \_\_\_\_\_

E-Mail \_\_\_\_\_

Property Phone \_\_\_\_\_

**Available Dates**

From \_\_\_\_\_ To \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

**Rental Rate**

\_\_\_\_\_ **Check here if you want Vacation Home Finders to price consistent with Other Similar Cabins**

\_\_\_\_\_ /Per Week Peak Season

\_\_\_\_\_ /Per Week Off Peak Season

\_\_\_\_\_ /Per Weekend Off Peak Season