



RENTAL PROPERTY MANAGEMENT AGREEMENT

Standard - Short Term Rentals

MANAGING OWNER (primary contact person who is authorized to act on behalf of all owners and make and receive payments on behalf of all owners), _____, hereafter known as “OWNER”

and Vacation Rental MANAGER, _____ Vacation Rentals Park City, LLC _____, hereinafter called “MANAGER” hereby covenant and agree:

1. RIGHT TO MANAGE: OWNER hereby makes, constitutes and appoints the MANAGER with full power of substitution, its true and lawful attorney-in-fact to sign and acknowledge any rental of said property pursuant to the terms hereof, and take any action, including eviction of any tenant, necessary to enforce compliance with such rental agreements. The foregoing grant of authority is a Special Power of Attorney granted for the term of this agreement and shall survive the incapacity or death of the OWNER.

Community Name _____

Unit # _____ # of Bedrooms _____ # of Bathrooms _____

Property Address _____ City _____ State _____ Zip _____

This agreement shall be effective beginning on DATE: _____

2. MANAGEMENT RESPONSIBILITIES: MANAGER will be responsible for the following:

- Marketing of the property; including a designated property link.
- Responding to reservation inquiries.
- Obtaining proper licensing for short term rental stays
- Processing reservations, cancellations and personally handling disputes.
- Renter management and relations.
- Scheduling housekeeping and laundry services.
- Check-in and check-out services.
- Preparation and personal enforcement of rental agreements.
- Walk-through of home approximately every two weeks.
- OWNER statements, disbursements and tax reporting.

3. MARKETING: MANAGER will guarantee marketing of the property on www.VacationRentalsParkCity.com. MANAGER will utilize multiple other advertising locations to best promote the property. Annual advertising subscriptions, pay per booking and/or no cost advertising may be used. All advertising fees will be paid for by the MANAGER. All advertising utilized is at the sole discretion of the MANAGER. Special advertising locations may be requested by the OWNER, but may incur an additional cost to the OWNER to utilize.

4. MANAGEMENT FEES: OWNER is advised and agrees to pay the following:

- The OWNER shall pay to MANAGER, a rental property management fee of 35 % (thirty-five percent) of all net proceeds collected. This fee shall be due MANAGER and will be deducted from each rental receipt.
- In addition to rental rates, TENANTS shall pay to MANAGER a unit-cleaning fee of [set by housekeeping] for each rental period. This fee is due whether the unit is occupied by a rental tenant, OWNER as tenant or OWNER'S guest as tenant.
- A charge of \$35/hour for incidental time, including but not limited to, the scheduling of repairs, to make repairs and/or escort contractors, repair persons, technicians and handymen, the shopping for replenishment of supplies or replacement of household items or furnishings.

REQUIRED FEE: OWNER is advised and agrees to pay the following fees:

_____ One-time advertising set up |: **\$249**

Website set-up fee includes taking and editing HDR wide-angle photos (may also include 3D home tour), listing amenities, listing location/map and descriptive text. (Additional charges may apply for photo updates or retake requests)

MANAGER will oversee and manage any website, established by management, at no additional charge for the duration of this contract.

OPTIONAL FEE:

_____ Hot Tub Service: \$85/month | Drain and Refill: \$60/each

* Standard hot tub service is performed once per week. It includes chemicals and filter cleaning. Pricing subject to change. Extra Costs: Filter Replacement: actual cost / as needed
Mechanical Repairs actual cost plus time

5. RENTAL RATES: MANAGER will work with OWNER to set all rental rates and terms. Due to competitive market conditions, tourist fluctuations and demand, MANAGER reserves the right to alter rates and terms and make special rates and terms to maximize the OWNERS rental income and occupancy percentage.

6. DISCLAIMER OF GUARANTEES: The OWNER understands and agrees that MANAGER has made no guarantees (written or verbal) of occupancy or income levels for the property. OWNER also acknowledges that MANAGER makes no guarantees regarding amounts of expenses and that no inducements or representations of tax benefits have been made.

7. SECURITY DEPOSITS: MANAGER shall request Tenants to pay for a Damage Insurance Plan that covers unintentional damages (minus depreciation) to the rental unit interior that occur during a stay, provided they are disclosed to management prior to check-out. The current policy being utilized will pay a maximum benefit of up to \$3,000 for accidental damages. Any intentional damages or damages that exceed \$3,000 will be charged to the renter's credit card on file (if provided). If a renter disputes the inclusion of this insurance, MANAGER shall require a reservation and damage deposit. MANAGER shall determine the amount of the damage deposit, require additional deposits or waive deposits as deemed in the best interest of the OWNER. The property will be inspected for damage as soon as possible after the tenant vacates said property. MANAGER will deduct from deposits the cost of missing items or repairs deemed beyond normal wear and use, and return any remaining damage deposit to tenant. It is understood and agreed between the parties that it is not the responsibility of MANAGER to make a complete inventory and inspection of each item upon each vacation of the unit by the tenant, but rather generally inspect for major item loss and damage. The OWNER agrees to hold MANAGER harmless of liability of cost of damages or theft caused by tenants or others.

8. PAYMENTS: MANAGER shall render to the OWNER within 15 days after the end of each calendar month during which this agreement is in effect, a statement of accounts of income collected and/or expenditures made during the preceding calendar month. Along with the statement, MANAGER shall also disburse to the OWNER all rents collected less MANAGER fees/commission and less all disbursements made on behalf of and for the account of the OWNER. On months no revenue is collected or fees exceed revenue, OWNER shall disburse to MANAGER, within 15 days of statement of accounts/invoice, all funds due to compensate manager for expenses and to replenish reserve funds account.

9. RESERVE FUNDS / OWNER CREDIT CARD: OWNER authorizes MANAGER, at MANAGER'S discretion, to maintain a reserve fund in the amount of \$300. If a reserve fund is deemed necessary, OWNER will fund this account initially and MANAGER will replenish funds through revenue deduction when possible. OWNER will replenish funds from a statement of accounts/Invoice when revenue deduction is not an option. OWNER will also provide credit card information to be used in lieu of reserve funds at MANAGER's discretion.

MANAGER may, without prior approval of OWNER, use reserve funds or owner's credit card to repair furnishings of the property and replace items of equipment or sundries as necessary to maintain rental services to the occupants. MANAGER must receive prior approval from OWNER for expenses for repair or replacement that exceed \$300. Permission may be verbal, text message or email. The reserve funds or owner's credit card may also be used, without limit, to pay MANAGER'S fees and/or chosen optional services.

OWNER Credit Card Information:

Type: _____ Number: _____ Exp: _____ 3 digit code: _____

Billing Address: _____ Zip: _____

10. COSTS: OWNER is advised and agrees to the following:

- To supply and maintain the furnishings and keep the property in good order and repair.
- To pay for all the running costs of the subject property, including all utilities, pest control, pool/spa service, trash collection, lawn care, HOA fees and any other expense normally associated with owning a home.
- To pay for maintenance and replacements due to normal wear and tear and minor loss consistent with short-term rental industry standards.
- OWNER gives MANAGER permission to deduct any expenses incurred by MANAGER on behalf of OWNER from any amount due OWNER. To the extent the funds in the OWNER's Management Account will not cover such expenses in any given month. OWNER agrees to promptly reimburse the MANAGER upon written demand.

11. REPAIRS/REFUNDS: MANAGER shall contact the OWNER for approval prior to contracting for any major repairs that are not of an emergency basis. However, MANAGER is authorized to make, at OWNER's expense, at any cost and without prior approval, any emergency repair involving danger to life or property or for the preservation of the property and/or the safety or well-being of the persons occupying the property. While all tenant rental contracts state there is no compensation for temporary disruption of essential services of the property during the period the property is rented, MANAGER is authorized to make rental rebates/refunds as MANAGER deems appropriate. MANAGER is authorized, and shall use its best efforts to correct any such problems as quickly as possible in order to maximize rental income. In the event maintenance and repairs are necessary during months when no rental revenue is received, the OWNER's credit card will be used or the OWNER will be billed directly for such incurred expenses.

_____ **12. TAXES:** OWNER shall be solely responsible for payment of all real estate, personal property, and other property taxes. OWNER shall be responsible for all UTAH Sales and Use tax liability and County Transient Rental Tax liability as associated with the use and rental of the Property as a transient accommodation. Sales and Use Tax and Transient Rental tax due on rental proceeds which are collected by the MANAGER from guests will be paid to the appropriate governmental entities by the MANAGER.

OWNER acknowledges that by renting, leasing, letting or offering a license to others to use the Property as a transient accommodation, OWNER is exercising a taxable privilege, and as such, OWNER is ultimately liable for any Sales and Use tax due the State of UTAH and any Transient Room tax due the County on such rental, leases, lets or licenses to use.

_____ **13. Nightly Rental Business License:** A nightly rental business license for the home is **required by the county** where short term rentals are permitted. OWNER is responsible for maintaining a nightly rental business license and paying all licensing fees. The license is issued annually. At no charge to the OWNER, the MANAGER will apply for, obtain and renew the license on behalf of the OWNER. **please note that when a nightly rental license is issued, the state is alerted as to the 2nd home status for tax purposes.*

14. USE BY OWNER: OWNER, family, and personal guests will be allowed to use the property at any time if no prior reservation by MANAGER has been made and OWNER requests and obtains confirmation of a reservation for the period in question through the MANAGER. OWNER'S account will be charged the appropriate cleaning fee unless prior payment arrangements are made with MANAGER. Security deposits are not charged to OWNER or OWNER's personal guests. OWNER assumes all liabilities associated with personal use of the property by OWNER or OWNER'S personal guests. OWNER and OWNER'S personal guests agree to observe the standard check-in and check-out times unless arrangements are made prior to arrival through the MANAGER. OWNER may not advertise to personally reserve the home for any paid rental guests. All paid guests must follow the reservation process through MANAGER.

15. LINENS AND SUPPLIES: OWNER shall be responsible for providing in the property two sets of sheets and towels. OWNER shall be responsible for providing an initial supply of paper towels, toilet paper, trash bags, dish/dishwasher soap, bar soap and/or any item the MANGER deems necessary for each rental reservation. The OWNER may from time to time be charged for the replacement of linens/towels and supplies or be requested to purchase additional linens/towels and supplies as needed.

16. DOOR LOCKS: MANAGER requires that the unit have the **ResortLock®** coded door lock installed at OWNER'S expense to eliminate the problems and labor cost with handling keys to and from the renters, cleaners, maintenance, etc. A key code lock is the most efficient way to eliminate these problems. If a renter arrives after hours or gets locked out they know that they can get in the unit. A key box with a physical key for back-up entry is also required.

17. LOSS LIABILITY: MANAGER shall not be liable for loss of OWNER'S personal property located in rental property or rents collected resulting from theft, dishonored or un-collectible checks, bank failure, declined credit card authorizations, wind, storms, accidents or other causes or events beyond its control. MANAGER shall not be required to initiate legal actions or retain an attorney for the purpose of collection of rents, collection of damages, eviction of tenants or other persons unless directed by OWNER. Collection fees and legal fees are the responsibility of the OWNER.

18. LIABILITY INSURANCE: It is understood and agreed that the OWNER shall carry personal liability insurance for the property in the minimum amount of \$100,000/\$300,000, a copy of which shall be furnished by OWNER to MANAGER, and the OWNER is strongly encouraged to also carry an umbrella policy extending coverage to \$1,000,000. If appropriate, MANAGER shall be an additional named insured under such liability policy in connection with the manager's capacity of manager of the property.

Insurance Co. _____ Policy # _____

19. SALE OF PROPERTY: OWNER agrees to notify MANAGER in writing when property is placed upon the open market for sale. OWNER agrees that property will only be shown when vacant or as coordinated through MANAGER. MANAGER may at its sole discretion immediately terminate this agreement without notice and transfer any pending reservations, if in the opinion of MANAGER, rental operations of the property cannot be properly coordinated with sale and showings without any adverse effect on the quiet enjoyment of rental tenants. MANAGER may, at manager's discretion, limit reservations for the property to those no more than 30 – 45 days in advance of the stay so as not to further encumber the sale of the property or risk cancellation of a guest's planned vacation stay.

20. INDEMNIFICATION – OWNER agrees that MANAGER shall not be liable for any claim for loss, accidents, injuries or illness that occur to any person or property while on the premises or its facilities unless such damage is the legal result of negligence or willful misconduct by the MANAGER. MANAGER is not responsible for the loss of personal belongings or valuables of the OWNER, the renter or their guests. OWNER agrees that they, along with all renters/guests are expressly assuming the risk of any harm or loss arising from their use of the premises or others whom they invite to use the premise. OWNER shall indemnify and hold harmless the MANAGER or representatives of the MANAGER from any such claim or liability, damages, injuries, costs and expenses related to acts, events or omissions occurring in, on or about the property, or arising out of, or in any way related to, MANAGER'S use or time at the property, renter's breach of any term of the rental agreement, or any work, activity or thing done, permitted or suffered by MANAGER in, on or about the property.

21. ARBITRATION. OWNER and MANAGER agree that any dispute, controversy or claim arising out of or relating in any way to the Agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the Agreement, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration. In the event of a dispute, controversy or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, OWNER and MANAGER shall meet at an agreed location in Summit County, UT to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach.

Any arbitration decision or award may be entered as a judgment in the District Court of Summit County, Utah, and OWNER hereby consents to the jurisdiction and venue of the Summit County District Court for this purpose.

22. TERMINATION OF AGREEMENT: OWNER is advised and agrees to the following:

- OWNER or MANAGER may terminate this agreement upon 30 days prior written notice without penalty. Once notice is given, marketing of the property will cease and reservations will not be accepted. The notice period will be used to finalize the management services which will include, but is not limited to, the transfer of any reservations or advertising, final account statements and final payments. If management agreement is cancelled due to a sale of the property or any other reason within the first 12 months a \$500 cancellation fee will apply to cover initial advertising and property set-up costs that may not otherwise be recoverable through generated revenue and commissions.

- MANAGER may terminate this agreement immediately upon written notice, for convenience or cause and without penalty, if OWNER fails to comply with any provision of this agreement or any term or condition of any rules or regulations MANAGER may adopt applicable to this property. MANAGER'S determination of non-compliance shall be final and binding on MANAGER and OWNER.
- Any termination, by OWNER or MANAGER will not affect any rental reservation obligation or other obligation entered into under the terms of this agreement. OWNER must honor all reservations and/or tenants in place at time of receipt of written notice of termination. The OWNER understands and agrees that the MANAGER has incurred time and costs associated with each reservation in place at the time of termination and agrees to immediately pay to MANAGER the normal management commissions and/or fees for each reservation in place. MANAGER will work with the OWNER or alternate agency, for a period of 30 days from notice of termination, to transfer the current reservations to the OWNER or alternate agency. The OWNER understands and agrees that no refund is due the MANAGER for a commission or fee paid to the MANAGER at the time of cancellation for any reservation that chooses not transfer and/or cancels at the time of notice of transfer or at a later date.

22. NOTIFICATIONS: Any notices to be given by either party to the other shall be in writing and shall be transmitted by either (1) personal delivery (2) mail, registered or certified, postage prepaid with return receipt requested (3) overnight delivery (4) via email with confirmation of receipt (5) facsimile with a confirmation copy by regular mail, registered or certified, postage prepaid with return receipt requested (6) overnight delivery. Overnight delivery or mailed notices shall be addressed to the parties at the addresses listed below. Facsimile notices shall be transmitted to the telephone numbers listed below. Each party may change the address or telephone numbers by giving written notice in accordance with this paragraph. In the event of mailing, notice shall be deemed given on the 3rd day after deposit.

To MANAGER: Vacation Rentals Park City
 Box 981671
 Park City, UT 84098-1671
 Fax Number: 435-487-1209

To OWNER: Name: _____
 Address: _____
 Fax: _____

23. WAIVER – Failure of MANAGER to enforce any provision of this agreement will not be deemed a waiver.

24. LEGAL - This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. In any action or proceeding involving a dispute between OWNER and MANAGER arising from this agreement, the prevailing party will be entitled to reasonable attorney fees and costs incurred.

25. ENTIRE AGREEMENT – The foregoing constitutes the entire agreement between the parties and may be modified only in writing. Each section, subsection or paragraph of this Agreement shall be deemed severable. If for any reason any portion of this Agreement is unenforceable, that portion shall not affect the applicability or validity of any other portion of this Agreement. This agreement and any modifications, including photocopies or facsimiles, may be signed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. If there is more than one owner, all owners are jointly and severally liable under this management agreement.

Accepted by: (OWNER- Managing OWNER)

Name _____

Address _____ City _____ State _____ Zip _____

Email _____

Phone (home) _____ (cell) _____ (other) _____

Signature: _____

Date: _____

If multiple owners, please list names, email address and contact phone.

Name _____ Email: _____ Phone: _____

Name _____ Email: _____ Phone: _____

Name _____ Email: _____ Phone: _____

MANAGER: **Kimberley Blocker** - Vacation Rentals Park City
Box 981671
Park City, UT 84098-1671
Contact Phone: 435-901-4699
Fax: 435-487-1209
Email: Kim@VacationRentalsPC.com

Signature: _____

Date: _____