



Vacations Perfected, Inc.

Rental Management Agreement

This Agreement made and entered into this _____ day of _____ 20____, by and between Vacations Perfected, Inc. (“Company”), and the “Owner” grants Company exclusive rights to promote, rent, operate, and manage specific real property specified below.

Owner Validation

NAME _____

MAILING ADDRESS _____

PHONE _____ CELL PHONE _____ EMAIL _____

OWNER OF REAL PROPERTY LOCATED AT:

PROPERTY NAME _____ PROPERTY ADDRESS _____

PROPERTY UNIT NUMBER _____ UNIT ROOM SIZE _____

The Company agrees to act as the rental agent for the Owner, and the Owner makes the Company their exclusive agent under the following terms and conditions.

GENERAL PROVISIONS:

1. This agreement shall be in effect for twelve (12) months from the date noted in the above paragraph, and will automatically renew for successive twelve (12) month periods unless cancelled by either party upon a thirty (30) day written notice.
2. Owner agrees to fees for services rendered by Company for Owner at a rate of 20% of collected rental income.
3. (OPTION) Owner elects point reduction(s) off the fees for services rendered by Company on the following basis:
 - a. 3% when owner supplements annual marketing costs for unit listing expenses on HomeAway/VRBO/Flipkey/VacationRentals.com/AirBnB/HomeEscape/etc. (\$650.00) _____ (initial here) *Billed annually. Listing will be maintained under the Company account. Company agrees to transfer listings to owner or refund unused portion of subscription upon contract termination. Company will ONLY use the marketing fund to maintain unit specific subscriptions and PPC advertising.*
 - b. 1% when owner purchases ResortLock Wifi 6i remote management door lock system (approx \$500) _____ (initial here) *One-time fee. Lock is property of owner upon contract termination*
4. Company shall determine and set rental rates that are fair, reasonable, and competitive while accommodating Owner’s best interests. Company shall also consider the property’s location and amenities, unit size, furniture and bedding of the unit, in a manner to maximize rentals for

the unit.

5. Company may adjust rental rates for promotional packages, commercial clients, and trade discounts to meet the customary competitive conditions of the market.
6. Owner agrees to provide up to three (3) complimentary nights annually to be used for the purposes of marketing needs, promotions, and contacts for future group business.
7. Smoking will be prohibited by tenants in all rental units. Any tenant found smoking in a unit will be subject to fines and/or eviction.
8. Owner shall provide (2) two complete set of linen/terry for rental purposes on an annual basis. Company suggests hotel/white 800 thread count or better as substitute for custom colored comforters/towels/linen. Company shall maintain/replace all necessary additional linen required for same day turn over and/or damage replacement for the entirety of contract.
9. Company shall maintain a reservation system that all reservations made will be entered into. No reservation will be made without an appropriate deposit and printed confirmation. Company will also have the ability to accept reservations up to twelve (12) months in advance. All reservations are considered property of Company, with the exception of Owner referrals.
10. Owner agrees to provide, at Owner's expense, personal liability insurance in the minimum amount of three hundred thousand dollars (\$300,000) per occurrence for personal injury and bodily damage, and shall provide Company with a current Certificate of Insurance naming Company as "additional insured".
11. Owner agrees to indemnify and hold Company harmless from injury, loss, or damage including reasonable attorneys' fees and disbursements arising from, related to, or in connection with the use of and occupancy of the unit, except for such loss caused by the negligent action or willful misconduct of the Company's employees or agents.

Obligations to Maintain Property:

1. Owner will ensure property conforms to applicable local, state, and federal laws governing habitability, cleanliness, safety, etc. of rental unit.
2. Owner will maintain all furnishings in a safe and usable condition. Owner agrees not to remove or alter the furnishings or any equipment of the unit without notifying the Company.
3. Owner will provide a regularly scheduled pest control service at Owner's expense. Owner may use services of Company's bulk account, in which expenses will be billed to Owner's account.
4. Company will handle maintenance repairs up to an amount of \$250.00 and all emergency repairs. If repairs are not considered an emergency and exceed \$250.00, Company will first contact Owner, then perform work agreed upon by both parties. If repairs are of an emergency type, Company will make reasonable effort to contact Owner before work is performed. If contact cannot be made, work will be performed and billed to owner.
5. Emergency situations may also require after hours service calls if rental unit is occupied. Situations to be deemed emergency include but are not limited to HVAC problems, flood, and major electrical failure. Some instances may require Company to use the services of an outside contractor or specialist to perform work needed.

6. Company will handle minor maintenance issues that arise during the housekeeping process, and will absorb the cost of such repairs. Minor is defined as any repair which under normal circumstances would require less than a quarter hour of labor and is of a routine nature, such as plunging a toilet, replacing a light bulb or remote battery. Parts for these types of repairs are also included at no charge, provided the cost is less than \$2.50.
7. Company agrees to replace specified house wares up to a replacement value of \$75 at its expense. These items shall include: toasters, blenders, dinnerware, pots/pans, alarm clocks, and hair dryers. Company reserves the right to deny the replacement of certain items at its expense.
8. Billable maintenance will be charged at a fair and competitive hourly rate of \$45 per hour, billed in one –half hour increments. Company reserves the right to adjust this rate at any time to cover increases in costs. In the event an outside contractor or service provider is required to perform work, Owner will be billed actual invoice cost plus \$25.00 for coordination and support services.
9. Company will provide a departure cleaning service for all rentals, to be billed as a one-time charge to tenant. Company will contract this service out, and will charge a fair and competitive rate. Company will supply two sets of linen/terry to fully equip unit.
10. Company will arrange an annual deep cleaning of the unit, general interior housekeeping, and carpet cleaning at the Owner's expense. Additional steam cleaning will be performed as needed and billed to owner/guest dependent on need/cause.
11. Company will take a security deposit or damage insurance from guests to protect against damage that may arise. In the event of damages not considered normal wear and tear, Company will withhold sufficient funds from security deposit to cover costs of repair/replacement of rental property. In the event damages exceed what is covered by the security deposit/damage insurance, Company will make efforts to collect remaining difference from tenant directly.
12. Company will provide a complete list of standards for electronics, furnishing, house wares, and accessories. Company will perform an inventory of unit upon entering into this agreement, and will complete a new inventory at the beginning of each year. Company will discuss results of inventory with Owner and make any recommendations that could increase revenue for Owner. Company will maintain records of inventory on file for later reference.

Special Considerations

1. Owner may use or occupy unit at any time by making reservation with Company if, and only if, no prior reservation is already in place for the time Owner seeks. Company urges owner to refrain from occupying unit during the months of March and May through August due to revenue and occupancy reasons. Owner will incur a discounted rate of cleaning equal to twenty-five percent (25%) less than the standard cost of cleaning for tenants. Each occurrence of an Owner stay shall be imposed said cleaning fee unless otherwise noted, and Owner will not be permitted to clean unit his/her own unit in a manner to waive cleaning fee.
2. Owner will not enter unit or authorize other parties to enter unit during periods of occupancy without prior approval from Company and tenant.

3. Owner will specify if pets are permitted into the unit. In the event pets are permitted, Company will collect an appropriate pet deposit. Company is not responsible for any damages that occur from the pet.
 4. Company reserves the right to address any tenant complaints in a reasonable manner that maintains the best interest of all parties. This may include but is not limited to discounts of rental rate, relocation, or cancellation. In the event of cancellation or relocation, Company will make its best effort to re-rent unit to avoid and/or limit loss of revenue.
 5. Should the Owner decide to sell the subject property during the period of this agreement, Owner shall notify Company of the intent to sell and must coordinate all showings through Company. In the event subject property is occupied, it will be the tenants' decision to allow Real Estate showings, but Company will make diligent effort to allow such showings.
 6. Owner may notate any additional requests, limitations, or restrictions below. If there are no additional requests, then notate so:
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Accounting Practices

1. Any amenity or program fees associated with property will be paid by the guest directly to the property, unless otherwise noted.
2. Company agrees to operate an accounting system for all rental receipts and disbursements and will have the ability to accept payment from tenants in the form of cash, check, credit card, or traveler's check.
3. The Company agrees to pay to the owner, if applicable, all rental income minus management fees and expenses no later than the 15th day of the month following the month which rental income was earned. Payment will be paid via bank check to Owner.
4. Company will provide Owner with a monthly statement of receipts, expenses, debits, and credits. In the event the disbursements shall be in excess of rent collected by the Company, Owner agrees to pay such expenses on demand. The Company further agrees to issue an annual 1099 as required by law to Owner no later than January 31st for tax income purposes.
5. Company agrees to hold the total amount of future rental income and security deposits in a separate non-interest bearing account in a federally insured banking institution for the benefit of the tenants. Company shall not commingle such monies with any other funds of the Company, or in any other way make use of such monies until such monies are actually due to the Company.

Fair Housing Disclosure

Company will not, under any circumstances, discriminate in executing the provisions of this agreement based on race, color, religion, national origin, sex, handicap, or familiar status.

Agreement: Parties herein have agreed to the terms of this agreement and this instrument shall become effective as a legal and binding contract when properly signed as of the date below.

Owner Signature: _____

2nd Owner/Spouse: _____

Date: _____

Owners:

Print Owner's Name	Social Security # or Tax ID
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Print Co-Owner's Name	Social Security # or Tax ID
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Owner's Florida Dept. of Revenue Certificate # (one will be issued if none)

Signature of Management Company Representative	Date
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*Items Needed from Owner:

Keys to the unit

Mail box keys

Unit phone number

Certificate of Insurance