



VACATION RENTAL MANAGEMENT AGREEMENT

THIS PROPERTY MANAGEMENT AGREEMENT is entered this ___ day of _____ 2018 by and between SUN AND SAGE PROPERTY SERVICES LLC, an Oregon Limited Liability Company, hereinafter called MANAGER and _____ hereinafter called OWNER.

In consideration of the mutual covenants contained herein and for other good and valuable consideration the parties do agree as follows:

RECITALS

- A. The Owner owns or has the right and authority for the property located at _____, Redmond, Oregon ("Property"). The Property may be subject to assessment and rules and regulation for the community in which it is located. Maximum allowed number in this Property is _____ adults and _____ children.
- B. The Manager is a company specializing in vacation rental and general operation of resort and other residential properties and agrees to provide services on the terms set forth in this Agreement.

Agreement

1. The Owner hereby appoints the Manager as the exclusive Manager of the Owner to diligently rent, operate, administer and manage the Property.
2. Owner elects to supplement Managers bookings with their bookings for rental **(please circle 1 or 2)**.
3. The term of this agreement shall be for one year with an automatic renewal on the anniversary date unless terminated by either party with a sixty (60) day written notice prior to the renewal date.
4. If pets are allowed, owner agrees to the terms of Managers Pet Policy.

Manager's Duties

Manager shall secure tenants, shall supervise and control the operations of the Property, enter into rental agreements and to perform other such functions determined to be reasonable and necessary.

Manager shall offer the Property for rent in a Rental Agreement with terms and conditions mutually agreed upon by Owner and Manager. Rates and occupancy may vary depending on season and other market conditions. Owner authorizes Manager to collect rents and give receipts; to terminate tenancies and to sign and serve in the name of the Owner such notices and actions as are appropriate, including eviction proceedings;

Manager shall be responsible for booking, cleaning, obtaining applicable facilities passes and accounting of funds. Additional maintenance services and hiring and supervision of maintenance and repair contractors will be available for additional fees. The Manager agrees to secure the prior approval from the Owner for all single expenditures that exceed the sum of \$300.00, except monthly charges, recurring charges or emergency repairs greater than \$300.00 if in the opinion of the Manager such repairs or expenditures are necessary to protect the property from damage or to maintain services to the tenants as called for in their Rental Agreements or as required by law;

Manager is responsible for advertising and promoting Property to prospective tenants, including photographing Property and maintaining websites mutually agreed upon by Manager and Owner. Manager will provide a basic subscription to VRBO.com, owner may upgrade at their own expense and given opportunity to take advantage of any specials offered.

Owner's Responsibility

The Owner is responsible to maintain the property in approved condition as determined by the Manager (see Property Approval Requirements). The Owner shall promptly replace any lost, stolen or worn furniture or equipment. The owner shall keep a supply of the items on the restocking list for replacing as needed.

The Owner may reserve the Property for personal use with thirty days notice to the Manager. During the months of October through May this notice may be waived if there is no reservation during the time desired. The Owner is responsible to clean the Property to the standards of the Manager or elect to have the Manager clean it.

The Owner is responsible for payment of costs associated with any additional advertising and websites mutually agreed upon with Owner and Manager for the purpose of securing tenants. Owner is responsible for payment of all taxes and association dues.

The Owner is responsible to have the Property deep cleaned semiannually to the standards set forth by the Manager. The Owner may elect to perform the cleaning themselves or have the Manager do it for an additional fee.

The Owner is responsible to provide a lockbox or electronic keypad for access and two sets of keys to the Property.

The Owner is responsible to keep the restocking items in supply (see restocking list in Owner Provided Supplies List) or can elect to have manager purchase these for an additional fee.

The Owner acknowledges that Owner is responsible for compliance with all applicable laws relating to the Property. Notice of non-compliance by Manager is courtesy to Owner and not a Manager responsibility.

Management Fee

The Manager will be paid a fee equal to thirty percent (30%) of the rental income plus the cleaning fee as determined by the Manager and Owner and set forth at the time of this Agreement and adjusted annually at the time of renewal.

Cleaning services include a general cleaning of Property, stocking of paper goods, hand soap and laundering of linens. Cleaning supplies will be provided by the Manager. Cleaning does not include the exterior of the Property or windows.

The Owner may elect to have the Manager stock additional items at an additional cost.

Reporting

Within fifteen (15) days of the end of each month the Owner will receive a statement accounting of funds and the amount due to the Owner along with a check for the proceeds. Manager is responsible for collection and payment of county and state room tax.

The Owner will receive an annual report setting forth the above information by January 30th of each calendar year.

Insurance, Indemnification and Deposits

The Owner shall deliver a certificate of insurance to the Manager at the time of signing of this agreement and upon renewals of the policy. The Owner shall name the Manager as additional insured. This obligation will survive the termination of this Agreement except in cases of manager negligence or misconduct.

Each tenant shall be responsible for all extraordinary loss or damage to the Property or the contents as specified by the rental agreement. A deposit will be collected at the time of reservation and held until the Manager has determined there are no damages. Funds are then returned to the tenant. The Owner hereby authorizes the Manager to deduct from the deposit any funds necessary to cover damages deemed extraordinary. Deposits will be determined at the time the cleaning fee is established.

Termination

This Agreement may be terminated by the Manager or Owner upon sixty (60) days written notice to either party. This agreement will terminate and notice must be given upon sale or title transfer.

Disclosure

The Manager may assign a portion of their duties to a third party at their sole discretion. Such parties will be bound by all the duties of this agreement. The Manager may receive a fee for securing and providing access for subcontractors, billing and checking their work and providing a report to the Owner.

The Owner acknowledges that the Manager may be acting as Manager for other Owners with similar properties that are comparable and competitive with the Property. The Manager will use their best efforts to be fair and act in good faith in the course of their responsibilities.

Notices

Any notice given to either party shall be sent in writing by first class mail, ed or delivered in person.

If to the Owner at the address set forth below the Owner's signature on this agreement. If to the Manager:

**Sun and Sage Property Services
915 Rimrock Way suite 201-142
Redmond, OR 97756**

Notices personally delivered are deemed given on the date of delivery.

If more than one Owner's signature appears below, Owners authorized Manager to take direction from the Owner signature in position #1 below.

In construing this Agreement, it is understood that the Owner and the Manager may be more than one person and that either or both may be a corporation, partnership, limited

liability company or association; that if the context so requires, the singular pronoun may be taken to mean and include the plural, the masculine, the feminine and the neuter; and generally, all grammatical changes shall be made assumed and implied to make the provisions hereof apply equally to corporations, partnerships or associations and to more than one individual.

This agreement is binding upon signatures of Manager and Owner. The signature of one Owner is binding on all Owners and all liability shall be joint and several.

Effective this day: _____.

Signatures:

X _____ X _____
Owner #1 Owner #2

Print Name Print name

Address Owner 1

Address Owner 2

Phone Pets Allowed Yes or No

Email

Owner Number

X _____
Authorized by Signatory, Sun and Sage Property Services LLC

Sun and Sage Property Services LLC
915 SW Rimrock Way s. 201-142
Redmond, OR 97756
sunandsagepropertyservices@gmail.com
541-350-2481 Terri Dusek 503-312-6762 Mary Fiocchi
