



OWNER / PROPERTY MANAGEMENT AGREEMENT (Vacation Rental)

Owner/Lessor Information:

Name(s) _____

Mailing address (Where would you like your statement/checks sent?) _____

Daytime phone _____ Evening phone _____

E-mail address _____

SSN# or IEN# (for year-end tax statement purpose only) _____

Secondary emergency contact (name, cell phone and e-mail): _____

Lessor's homeowners insurance policy insuring PREMISES as a rental property.

Policy name _____ Policy # _____ Policy phone # _____

(We **highly recommend** adding SEASONS to your insurance policy as the property manager in charge.)

Vacation Rental Information:

Style of Home: (house, condo, cabin, etc) _____ Levels in Home: 1 2 3 4 5

Approx. Sq. Footage _____ How many bedrooms? # _____ How many beds? # _____

Quantity and style of beds: Bedroom #1 _____ Bedroom #2 _____

Bdrm #3 _____ Bdrm #4 _____ Bdrm #5 _____ Bdrm #6 _____

Additional beds (include pull-out sofas, roll-away beds, etc.) _____

Maximum # of occupants (# of people the home sleeps): # _____

How many full bathrooms? # _____ How many half bathrooms? # _____

Sound system/stereo? YES or NO Air conditioning? YES or NO Fireplace? YES or NO

Cable TV? YES or NO Wireless internet? YES or NO (Internet password: _____)

Fenced yard? YES or NO Deck/patio with furniture? YES or NO BBQ? YES or NO

Parking? GARAGE CAR PORT OFF-STREET PARKING OTHER _____

What can you tell us about your home and location that will make your listing more marketable? (List any special amenities or nearby attractions. Example: hot tub, gourmet kitchen, soaking tub, surround sound system, park nearby, biking or walking trails, etc.)

Trash company _____ Day of pick up _____
(If no trash service, SEASONS will provide garbage removal after each rental for a charge of \$40 per removal; \$70 for an excessive amount.) LESSOR initials (_____)

Water company _____
Electric company _____
Home Owners Association _____
Entry codes / Alarm information _____
Internet / cable company _____
Other _____

LEGAL CONTRACT AGREEMENT

BY THIS AGREEMENT made and entered into on _____, 20____, between SEASONS FINE PROPERTY MANAGEMENT, LLC, herein referred to as COMPANY, and _____ (print full name), herein referred to as OWNER/LESSOR(S). WITNESSETH in consideration of the mutual promises and covenants herein contained, the LESSOR and COMPANY agree as follows:

ARTICLE I. EXCLUSIVITY AND LISTING PRICES

1. OWNER/LESSOR hereby agrees to employ SEASONS Fine Property Management as his/her exclusive agent for the rental and management of the property, until _____, 201____, after which time this Agreement may be terminated by either party upon 30 days written notice to the other party.

2. LESSOR represents to the COMPANY as follows: (a) The LESSOR is the sole owner and holder of marketable record title to the following described property, hereinafter referred to as the PREMISES and known and described as:

Street address: _____
City, State, Zip: _____
Name for property listing: _____

3. LISTING PRICE AND PERAMETERS:

Desired rental prices (high season): \$ _____/night, \$ _____/week, \$ _____/month
Minimum booking length: (high season) _____/night(s)
Acceptable minimum prices (low season): \$ _____/night

LESSOR to allow approved pets: _____ YES _____ NO DOGS and/or CATS
LESSOR to allow smoking on PREMISES: _____ YES _____ NO

ARTICLE II. COMPANY'S SERVICES

1. LESSOR hereby appoints COMPANY to do the following: (a) institute and prosecute actions in the courts to recover rents and other sums due and when expedient, to settle, compromise and release such actions or suits; (b) institute and prosecute actions in the courts to recover other sums and damages as may be due to owner; (c) hire, discharge and supervise all labor and employees required for the operation and maintenance of the PREMISES; (d) make or cause to be made such repairs and/or alterations, and/or to have services performed to the PREMISES as may be advisable or necessary, and to purchase such supplies as may be advisable or necessary; (e) under such circumstances as the COMPANY shall deem to be an emergency, the COMPANY shall make every effort to contact LESSOR first, but if necessary, COMPANY is authorized at the expense of the LESSOR, to make or cause to be made such repairs and/or alterations to the PREMISES as may be advisable or necessary.

If any repairs or replacements to the PREMISES are required, SEASONS will contact LESSOR in advance ONLY if the amount is greater than \$150.00. Otherwise the cost for such repairs/replacements will appear deducted on the monthly statement, including receipts. LESSOR initials (_____)

2. Debit/Credit Card on File—Authorization of Use. LESSOR may agree to keep a debit/credit card on file with SEASONS, and authorizes its use for **emergency use only**.

[] No, SEASONS may not use a debit/credit card; however, they may contact my insurance company.

[] Yes, SEASONS has authority to use the following info if I cannot be reached in an emergency.

VISA | MASTERCARD Card number: _____

Name on card: _____

Card billing address: _____

_____ Exp date: _____

3-digit security code: _____ Authorization signature: _____

3. COMPANY shall have the following responsibilities at the COMPANY'S expense: (a) to extend every effort to keep the PREMISES rented at the present rental rate, or at the highest rental rate, which the PREMISES will produce in the rental market; (b) to advertise the availability of the PREMISES for rent; (c) to prepare, sign, renew and/or cancel leases; (d) to collect rents due or to become due and to give receipts; (e) to render a monthly statement to LESSOR providing the following information: leasing fees and/or commissions deducted, and all amounts collected/dispensed. **Monthly statements will include all rentals concluding before or by the last day of that month. For example, a rental from Aug. 20th until September 1st will be included on the September statement. Statements and checks will be mailed before the 10th of the following month.** LESSOR initials (_____)

ARTICLE III. LIABILITY

The LESSOR shall indemnify and hold COMPANY harmless from all damages suits in connection with the management of the PREMISES and from liability from injury suffered by any employee or other person whomsoever, and to carry, at LESSOR'S expense, necessary public liability insurance in such an amount as to be adequate to protect the interests of the parties hereto, which policies shall be so written as to protect the COMPANY in the same manner and to the same extent they protect the LESSOR, and will name the COMPANY as co-insured. The COMPANY also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which it may do or refrain from doing hereinafter, except in cases of willful misconduct or gross negligence.

LESSOR understands that SEASONS is not responsible for any lost, stolen, or damaged items.

LESSOR initials (_____)

LESSOR understands that rental properties will undergo a basic wear/tear to carpet, walls, etc.

LESSOR initials (_____)

ARTICLE IV. COMPANY'S FEES

1. The LESSOR agrees to pay the COMPANY a set-up fee of \$99, which will be deducted from the first rental.

2. The LESSOR agrees to pay the COMPANY a commission of 20% of the rents collected in each calendar month (which shall be deducted from rents collected) on any lease Agreement that is for a term of less than 60 (sixty) days.

ARTICLE V. OWNER'S RESPONSIBILITIES

1. The LESSOR agrees to pay the COMPANY a **commission of 20%** of the rents collected in each calendar month (which shall be deducted from rents collected) on any lease Agreement that is for a term of less than 60 (sixty) days.
2. The PREMISES is ____/ is not ____ subject to a mortgage. If under mortgage, LESSOR certifies that all payments and other terms of the mortgage are current and LESSOR is not in default under any of the provisions of the mortgage. If LESSOR should fail to make any payment under the mortgage when due, or otherwise be in default under the terms of the mortgage in the future, LESSOR will notify COMPANY within 10 (ten) days of said failure to make payment or default.
3. LESSOR agrees to give COMPANY 2 (two) keys to the primary door(s) of PREMISES.
4. LESSOR hereby agrees to allow SEASONS to do the following in order to effectively market the property: (a) place a SEASONS sign on property lot; (b) list property on SEASONS website and Craigslist; (c) attach a lockbox to the home that is clearly visible to guests.
5. LESSOR hereby agrees to do the following: (a) reimburse the COMPANY promptly for any monies the COMPANY might elect to advance for the account of the LESSOR. Nothing contained herein, however, shall be construed to obligate the COMPANY to make any such advances; (b) pay \$150 to COMPANY together with court costs if a separate suit for recovery of other sums and damages due becomes necessary.
6. LESSOR hereby agrees to inform SEASONS immediately in writing if a purchase and sale agreement is entered into, and LESSOR agrees to require a minimum of 60 days from the time of acceptance of an offer to the close of the contract. LESSOR agrees to honor all bookings that are previously secured through the closing date of the contract.
7. LESSOR agrees to supply home with BASIC GOODS LIST and SOFT GOODS LIST, as follows on page 5 and 6. COMPANY will restock SOFT GOODS LIST as needed at fair cost to the LESSOR plus a \$25 restocking fee. All such charges will appear deducted on the monthly statement including copies of any receipts.
8. For Vacation Rentals, cleaning fees will be paid by the Guests. **However, LESSOR will have property deep cleaned before high rental season begins (June 1st).** We highly recommend professionally cleaning carpets. SEASONS can provide these services if desired. **LESSOR initials (_____)**
9. **LESSOR will agree to contact SEASONS in advance in order to reserve (block out) any available dates for private use of the PREMISES. LESSOR will agree that once a property has been reserved by a guest, the PREMISES is not available to LESSOR. LESSOR also agrees that if this contract article is broken, the LESSOR will pay a fine to SEASONS in the amount of one night's stay at the property and any additional expenses needed to compensate guest for a similar rental and/or travels expenses. LESSOR initials (_____)**
10. **LESSOR will agree to clean property to a "Rent Ready Condition" after personal use, or will agree to call SEASONS immediately to have it cleaned for a service charge. LESSOR initials (_____)**

SOFT GOODS LIST

REQUIRED for each Vacation Rental. Our guests are accustomed to a higher standard of service, which is why the items below are required of all SEASONS vacation homes. Happy guests will rent your home again. These items may be restocked by SEASONS for a **\$25 restocking fee plus the cost of goods.** (See agreement below)

☐ Paper towels (one per rental)

☐ Laundry detergent

☐ Dish soap

☐ Disinfectant spray

☐ Dishwasher soap

☐ Salt and pepper

☐ Sponge/dish cloth (one per rental)

☐ Coffee filters

☐ Tissue/Kleenex (one per bathroom)

☐ Trash bags

☐ Toilet paper

☐ Liquid hand soap (one per bathroom)

☐ *Optional goods: air freshener, fabric softener, all-purpose cleaner, Resolve carpet cleaner, tin foil, plastic bags, etc.*

SOFT GOODS AGREEMENT: SEASONS ensures the above items to each of your guests. If any of the above items need to be restocked for a rental, SEASONS will automatically restock supplies for a charge of **\$25 plus the cost of items at a fair price.** The total charges will appear deducted on the monthly statement. Please sign below acknowledging this agreement:

OWNER SIGNATURE _____

Additional Requirements: These kits will be automatically stocked by SEASONS cleaners, and then deducted in the monthly statement.

☐ **Shower kit - (one per shower/bath for each rental)** Kit includes shampoo, conditioner, lotion, bath soap, and a small vanity kit. This adds a classy touch to the rental of your home and avoids partially used product bottles. SEASONS charges \$2.00 per kit. **LESSOR initials** (_____)

☐ **Coffee kit - (one per every four guests)** Kit includes Safari Vienna coffee (4 cups) and two coffee condiment packs. This assures the first cup of coffee is complimentary. SEASONS charges \$3.00 per kit. **LESSOR initials** (_____)

BASIC GOODS LIST

(**REQUIRED** in property by OWNER for a SEASONS Vacation Rental)

Emergency

☐ First-aid emergency kit ☐ *Optional: flash light, fire extinguisher (highly recommended)*

Entertainment

☐ Internet (if location allows) ☐ *Optional: cable (highly recommended)*

Bedrooms

☐ Two sets of matching sheets (in good condition) per bed, and any additional sleeping areas (pull-out bed, futon).

☐ Mattress cover/pad ☐ Ten hangers per closet ☐ A/C or fans ☐ vacuum (if carpet)

☐ Two extra pillows and extra blanket per bedroom. ☐ Pillow protective covers (one per sleeping pillow)

☐ *Optional: Alarm clock, reading lamp, iron/ironing board, robes, crib, changing table*

Bathrooms

☐ Two towels per guest ☐ Two washcloths per guest ☐ Hairdryer

☐ Two hand towels per guest ☐ One bathmat per bathroom ☐ One small garbage can per bathroom

Kitchen

☐ Two dish towels ☐ Wine/beer opener ☐ Can opener

☐ Two hot pads ☐ Spatula ☐ Two cooking spoons

☐ Two large sauce pans with lids ☐ One large frying pad with lid

☐ Two mixing bowls (1 large, 1 medium) ☐ Broom and dustpan

☐ Dinner plates # (same as max occupants) ☐ Salad plates # (same as max occupants)

☐ Bowls # (same as max occupants) ☐ Cutlery sets # (same as max occupants)

☐ Water glasses # (same as max occupants) ☐ Wine glasses # (same as max occupants)

☐ Cookie sheet ☐ Colander

☐ Two serving spoons ☐ Chef knives

☐ Coffee mugs ☐ Coffee maker

☐ Toaster ☐ Cutting board

☐ Dishwasher or dish rack ☐ Ice cube trays (if no icemaker)

☐ Measuring cups ☐ Measuring spoons

☐ *Optional items: whisk, roasting pan, scissors, casserole dish, steak knives, salad bowl, ice cream scoop, blender, Tupperware, crock pot, vegetable peeler, highchair, booster, dog dish, etc.*

Outdoor Space

☐ Barbeque ☐ Tongs ☐ Cleaning brush

Page 6/9 LESSOR initials (_____)

VRBO/Home Away Marketing



For new properties in the SEASONS inventory, we highly recommend that you use VRBO/Home Away to market your home getting the maximum amount of bookings. SEASONS will set up, manage your listing, and respond promptly to all inquiries as part of our services at no additional charge or effort on your part. SEASONS will pay for the subscription of your choice until your first rental. Then we will deduct that amount from your first rental income.

Please select the VRBO listing package you would prefer:

☐ **Classic subscription level**

- \$349
- Includes: A one-year subscription
- Listings in this level rank below Bronze level listings

☐ **Bronze subscription level**

- \$499
- Includes: A one-year subscription
- Listings in this level rank above Classic level listings and below Silver level listings

☐ **Silver subscription level**

- \$649
- Includes: A one-year subscription and a one-month Featured Listing
- Listings in this level rank above Bronze level listings and below Gold level listings

☐ **Gold subscription level**

- \$799
- Includes: A one-year subscription, 12-month Homepage Showcase photo rotation, and a 6-month Featured Listing

☐ **Platinum subscription level**

- \$999
- Includes: A one-year subscription, 12-month Homepage Showcase photo rotation, and a 12-month Featured Listing

☐ **No VRBO marketing**

I choose not to have VRBO/Home Away marketing for my property. I understand this is a competitive disadvantage and may result in fewer bookings and income.

If for any reason you decide to cancel your contract with SEASONS before your home is rented, you must pay the subscription fee in full to SEASONS within 30 days. SEASONS will automatically renew any existing VRBO subscriptions every year unless you inform SEASONS of cancellation or changes in subscription before the renewal is due.

LESSOR Initials (_____) (_____) Date _____

Page 7/9

PREPARING YOUR HOME FOR VACATION RENTALS

Although your home is likely already furnished and decorated, you'll have to find a balance between personal convenience and guest comfort if you begin renting it to travelers.

First, walk through your home and remove any irreplaceable or valuable items. You can create a lockable closet in your home for storing personal items and extra supplies. The rest of your home should be free of personal affects and clutter.

In addition to removing and locking away personal items, it's also important to add the items that travelers expect to find in a SEASONS vacation rental home. **(See the required list of BASIC GOODS and SOFT GOODS above.)**

The Kitchen

Many travelers choose to stay in a vacation rental over a hotel because of the kitchen. A home or condo with a full kitchen gives families yet another place to gather and allows them to save money by not having to eat every meal at a restaurant.

However, in order to boast a "fully-stocked" or "fully-equipped" kitchen at your vacation home, you need to at least provide the essentials listed on our BASIC GOODS LIST.

The Bedrooms

All vacation homes should have quality and ample bedding. This means at least two sets of high-quality sheets for each bed, pillows with pillow protectors, extra blankets, and mattress pads. Also consider supplying an alarm clock and reading lamp on a bedside table in each bedroom.

The Living Area

Your living area should have comfortable seating for at least the number of people that you sleep. You should also provide a TV large enough for guests to watch from across the room (27" or larger) with at least basic cable, and a DVD player or at the very least a VCR. A couple decks of cards and a board game or two for rainy days is a nice idea.

The Bathrooms

Renters expect the bathrooms to be spotless. They also demand quality towels. Provide at least 2 bath towels, 2 hand towels, and 2 washcloths per guest. Also, provide a bathmat and a small garbage basket.

Overall Home

Your home should be deeply cleaned before your guests' arrival. Please call SEASONS if you would like us to pre-clean your home. We will need at least a 72-hour notice. Also, create a list of tips/instructions specific to your home including an Internet password.

Please initial here showing that you agree with these preparations and will ensure they are completed before your first rental. LESSOR Initials (_____)

ARTICLE VI. All rights, remedies and liabilities herein given to or imposed upon any of the parties hereto shall extend to and bind their heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

Please **SIGN AND DATE** to acknowledge an understanding of and an agreement to this contract.

Date: _____

LESSOR (Owner) _____

LESSOR (Owner) _____

SEASONS OFFICER _____

Additional terms, conditions or special requirements:

Please complete contract with required signatures and initials, initial the bottom of each page (9 total), and return via mail or email. We will send you a copy of the signed contract for your records.

Mailing address: 6040 N. Government Way, Suite #304, Coeur d'Alene, ID 83815

Email: casey@seasonsfpm.com

Phone: 208.762.6770

Thank you,

Seasons