



Vacation Rental Management Agreement

This Agreement shall commence on the _____ day of _____, _____

Between _____, herein referred to as (Owner) and
Hatmaker Properties, Inc. (DBA Beach Time Vacation Rentals) referred to as (Agent).

1) **Term of Agreement:** The initial term of this Agreement shall begin on the Commencement Date and expire at 11:59 p.m. Central Standard Time on December 31 of each calendar year following the Commencement Date. After each initial contract period, the term of this Agreement shall be automatically extended for successive one (1) year terms beginning on each January 1st, unless terminated in accordance with the terms hereof. This Agreement may be terminated prior to its expiration by either party, with or without cause, by giving thirty (30) days written notice. If terminated prior to one year of property management owner will be responsible for (but not limited too) any expenses incurred by BTVR as part of vacation rental set-ups and operations such as VRBO listing fees, Professional Photography fees, Specialty Marketing fees and supplies associated with your unit.

2) **Compensation:**

Basic (20% Commission) - BTVR shall include the following: (a) Manage all reservations, payments & pertinent documents. (b) Advertise on OTA (Online Travel Agent) platforms. (c) Coordinate cleanings for stays. (d) Install and set up Remote Lock for entry on property (see info in Management Agreement). (e) Guest Starter Packs including shampoo, conditioner, lotion, bodywash, paper towels, toilet paper, laundry detergent, dishwash soap, trash bags and take home BTVR ice chest. (g) ACH Direct Deposit of owner's earnings. (h) Coordinate service & repair calls which may be subject to a \$50 trip fee. (i) Professionally photographed for marketing. (j) Install and set up an Echo Dot for Virtual Concierge. **Owner** shall be responsible for (a) OTA yearly registration fees. Currently VRBO is \$499.00. (b) GARM Security Patrol Fee (West End Properties Only).

Luxury/Concierge (30% Commission) - Includes all items in the basic level service plus VRBO yearly registration fee of \$499, a welcome basket with gift certificate to a local restaurant or attraction and goodies for your guest featuring local vendors when available, beach towels for your guests and NO trip fees. **Owner** shall be responsible GARM Fee on West End Properties.

In consideration for services rendered by the Agent pursuant to the terms of this Agreement, Owner hereby agrees to pay Agent the sum of _____% of the nightly rental revenue (Rental Commission) as selected from the choices outlined above. The Rental Commission shall be deducted and paid to Agent monthly from the Owner's nightly rental revenue. Other Fees and/or Reimbursable Expenses are payable based on the plan selected by the owner:

- 3) **Owner(s) Use of Property:** It is agreed that Agent spends considerable time, effort and funds to obtain reservations for the Property on behalf of the Owner. Owner shall not request the cancellation of any such reservation. Owner may schedule owner blocks and non-paying guest of owner visits through the Owner Portal on available dates. Owners are encouraged to consult your CPA or financial advisor for IRS guidelines on the personal use of your vacation rental.
- 4) **Fee for Online Travel Agents:** Online Travel Agents such as AirBnB, VRBO and Booking.com etc charge various fees for making reservations. Owners may notice variation of nightly rates across booking platforms. Fees may be charged directly to the guest or charged to BTVR as a portion of the Online Travel Agent commission. Owner revenue and BTVR commissions are based on the nightly revenue only, not on the Online Travel Agent portion. BTVR does not have control over the fees collected by an Online Travel Agent.

As noted in Paragraph 2, a yearly fee is required by VRBO. Your current VRBO renewal date is -

- 5) **Exclusive Agreement:** During the term of this Agreement, Agent is acting as Owner's sole and exclusive agent for the rental, lease, operation and management of the Property. Additionally, Owner shall not enter into any contract or agreement with any other person or entity to provide such services. No other person or entity including the Owner, may offer the Property for rent to the general public or otherwise. Owner will instead direct all potential paying Guests to Agent. Any personal advertising of Property by Owner must be pre-approved by Agent. Owner agrees that during the term of this Agreement the Property will not be listed "For Sale" with any other Realtor, Broker, or Real Estate Agency other than Hatmaker Properties, Inc. (Real Living The Hatmaker Group)
- 6) **Projected Rentals:** Owner acknowledges that Agent has made no representations or guarantees regarding the expected number of rentals of the Property or the amount of rental income Owner can expect to receive as a result of Agent's efforts under this Agreement.

Owner's Obligations

- 7) **Maintenance:** Owner agrees to maintain the Property in a condition satisfactory for Guest occupancy and safety in accordance with all applicable laws and Agent's standards of excellence.

All owners are required to place zippered, non-plastic protective coverings to prevent water damage, dust mites and bed bugs on all mattresses, box springs and bed pillows.

Hatmaker Properties, Inc. and Beach Time Vacation Rentals are not responsible for any environmental, wildlife or pest incidents that may occur including bed bugs. It is the Owner's responsibility to remediate the issue. Options may be available for treatment should the need arise.

- 8) **Maintenance of Property:** Owner shall be responsible for all costs and expenses associated with maintaining the Property (including all furnishings, appliances, heating/air conditioning equipment, plumbing and electrical systems) in good, clean working condition. Failure by Owner to make or approve any item of maintenance, replacement or repair recommended by Agent within seven (7) days shall constitute a default by Owner of this Agreement. Owner agrees that items of maintenance, replacement or repair with respect to the Property which do not exceed two hundred

dollars (\$200.00) may be made by Agent without prior approval of Owner. In case of an emergency, Agent may make expenditures on behalf of Owner that Agent deems necessary to preserve the Property and prevent further damage. In the event of any such emergency, Agent shall notify Owner as soon as possible. Agent's services under this Agreement are for procurement and management of rentals of the property only. Agent is not responsible to Owner for home security, maintenance, storm preparations, winterization or other services not covered in this Agreement.

- 9) **Furnishings:** Property must contain furnishings of high quality, style and utility which are consistent with other accommodations being offered for rental in the general vicinity of the Property. Such furnishings shall include, but not be limited to, appropriate furniture in each room to accommodate the number of Guests which the Property sleeps, and the appropriate amenities (dishes, silverware, glassware, cooking utensils, pillows, blankets, etc.). A list of required furnishings and amenities will be provided. BTVR has an annual linen fee of **\$500.00** that will allow Agent to supply the appropriate linens and towels for each unit to ensure we meet the expectations of our guests and the current standards of the industry. In the event cleaning services are employed that do not provide linens, agent will collect this fee.

- 10) **Replacement of Furnishings:** Due to normal wear and tear, Owner will need to replace the following items as deemed necessary by Agent: Bedspreads, comforters, pillows, mattress pads, BBQ pits, shower curtains, window coverings, rugs and kitchen inventory. Carpets must be professionally steam cleaned regularly or as requested by Agent.

- 11) **Insurance:** Owner shall purchase and maintain during the term of this agreement, a comprehensive public liability insurance policy with minimum limits of \$300,000 per person and per occurrence for personal injury, bodily injury, or personal damage or all combined, an adequate insurance (or replacement value basis if obtainable) of contents, furniture, fixtures and equipment contained in the unit to protect Owner from theft and other casualties. Owner shall also maintain standard property insurance on the Rental Properties structure. Owner shall deliver to Agent a certificate of insurance indicating liability limits and coverage each year. Hatmaker Properties, Inc. shall be listed as Additional Insured for liability purposes. Hatmaker Properties, Inc. (Beach Time Vacation Rentals) may provide a liability coverage policy for up to \$100,000 (paid for by Guest) as the primary coverage. This coverage will not be available to long term rentals.

- 12) **Indemnification:** Owner agrees to Indemnify, Defend and Hold Harmless Agent and its affiliates, their members, managers, shareholders, officers, directors, employees, agents, partners, representatives, successors and assigns (individually, an "Agent Party", collectively, the "Agent Parties") and save and hold each of them harmless against and pay on behalf of or reimburse such Agent Party as and when incurred for any loss, liability, demand, claim, action, cause of action, cost, damage, deficiency, tax, penalty, fine or expense, whether or not arising out of third-party claims (including interest, penalties, reasonable attorney's fees and expenses and all amounts paid in investigation, defense or settlement of any of the foregoing)(collectively, "Losses"), which any such Agent Party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of this Agreement or rental or management of the Property.

Agent Obligations

- 13) **Guest Administration:** Agent will, in its sole and absolute discretion, advertise and offer the Property for rent at the current market rates (no less than \$_____/night as designated by owner), operate and oversee reservation and registration activities with respect to the Property, including

phone services, computers, software, administration and staffing in order to provide appropriate arrival, departure and associated service to Guests.

- 14) Collection of Revenue:** Agent shall use its reasonable business efforts (which does not include the expenditure of funds or the initiation of legal proceedings) to collect and enforce the collection of all rentals and other charges due to Owner from Guests of the Property. However, Agent shall not be liable to Owner for rental or other proceeds which cannot be collected for any reason, including but not limited to, “bounced” checks, credit card “charge backs” or fraud.
- 15) Payment to Owner:** Agent shall deposit all reservation deposits, rentals and other rental unit generated funds with respect to the Property in its Real Estate Escrow Account. After said funds have cleared the bank and are earned, Agent shall deduct and retain the Rental Commission and all authorized fees and expenses. Agent will forward to the Owner the net remainder, by check or auto-deposit, on or before the fifteen (15th) day of the month following the month of the rental.
- 16) Records:** Agent shall maintain accurate records of all funds received and disbursed in connection with rental and management of Property. Agent shall also render to Owner a monthly statement on or before the fifteen (15th) day of each month showing all such receipts and disbursements.
- 17) Inspections:** Agent may, but is not required to, perform inspections of the property. Owner will be notified of any necessary repairs and improvements.
- 18) Transfer of Guests:** Agent reserves the right to transfer Guests from the Property to another rental property being managed by Agent when deemed necessary. If Agent does not have a comparable property available, Agent will seek another accommodation to remedy the issue. It is agreed that Agent may negotiate a rebate or refund to a Guest in the event a guest is transferred due to needed repairs or other property issues. Rebate or refund will be deducted from Owner’s account.
- 19) Remote Lock:** Agent will install and set up a Remote Lock on all rental properties. At all times, this lock will be owned and maintained by BTVR while under Management Agreement. This lock requires an additional hole be drilled in door for installation. If Management Agreement is cancelled prior to the end of 2 years, owner will be charged for the lock (\$500). If Management Agreement is cancelled between the 2nd and 3rd year, owner will be responsible for a \$250 lock fee. After the completion of the 3rd year, the lock will become the property of the homeowner.
- 20) Accidental Damage Insurance:** Guest will be charged for accidental damage insurance which covers up to \$10,000 of contents coverage and \$100,000 of liability coverage for reservations up to 29 days. Normal wear-and-tear, as well as theft, is not covered by insurance. Agent is not responsible for any such damages. For any stays of 30 days or more, Guest will be required to obtain additional accidental damage insurance or pay a security deposit for the remaining term.
- 21) Hotel Occupancy Tax:** BTVR will collect, process and pay required hotel occupancy taxes and file all related reports to taxing entities. BTVR is not responsible for any personal or business related taxes.

The Beach Time Vacation Rental Agreement includes 5 pages including this signature page and is -

Executed this _____ day of _____, _____.

Agent: _____

Owner: _____

By: _____
Vacation Rental Manager

By: _____
Owner Authorized Signature

Date: _____

Date: _____

Owner Address: _____

Phone #: _____

Email: _____

Address of Property to be Managed:

Bank Information for Deposits:
(or cancelled check attached)

Routing Number _____

Account Number _____

Account Holder Name

Name of Your Vacation Rental

Bank Name _____