

**Vacation Rental Management Agreement  
(Sample)**

This Property Management Agreement ("Agreement") is made effective as of \_\_\_\_\_, 20\_\_ (the "Effective Date") between \_\_\_\_\_ (Property Manager Business Name), and \_\_\_\_\_ ("Owner"). Owner means the owner, any holder of legal or equitable title to the property, their heirs, successors, assigns or agents.

\_\_\_\_\_ is engaged in the business of renting short term vacation rental properties, and Owner owns certain real property that is suitable for rental as a short term and/or vacation rental property.

\_\_\_\_\_ (Property Manager Business Name) and Owner have agreed that \_\_\_\_\_ (Property Manager Business Name) will provide certain short term rental services to Owner, all upon the terms and conditions set forth herein.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. Agreement Summary.** The following is a summary of the parties and property that is subject to this

**1.1 Agreement:**

**1.2 Owner:** \_\_\_\_\_

**1.3 Owner address:** \_\_\_\_\_

**1.4 Owner Telephone and Email:** \_\_\_\_\_

**1.5 Property address:** \_\_\_\_\_

**1.6 Property manager:** \_\_\_\_\_

**1.7 Property manager address:** \_\_\_\_\_

**1.8 Property manager Telephone and Email:** \_\_\_\_\_; \_\_\_\_\_

Management Authority.

**2. Contract Duration**

**2.1** This contract affects the property with reference to the following: \_\_\_\_\_, for the term of \_\_\_\_\_ year(s) after completion of design/furnishing and the availability of the property for short-term rental.

**3. Property Manager's Responsibilities:**

**3.1 Guest Administration:** Property Manager 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

4 phone services, computers, software, administration and staffing in order to provide appropriate

arrival, departure and associated service to Guests.

**3.2 Payment Collection:** Property Manager 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, Property Manager 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.

**3.3 Payment Deposits:** Property Manager 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, Property Manager shall deduct and retain the Rental Commission and all authorized fees and expenses. Property Manager will forward to the Owner the net remainder, by check or autodeposit, on or before the \_\_\_\_\_ (\_\_) day of the month following the month of the rental.

**3.4 Records:** Property Manager shall maintain accurate records of all funds received and disbursed in connection with rental and management of Property. Property Manager shall also render to Owner a monthly statement on or before the (\_\_\_\_\_) (\_\_) day of each month showing all such receipts and disbursements.

**3.5 Inspections:** Property Manager may, but is not required to, perform inspections of the property. Owner will be notified of any necessary repairs and improvements.

**3.6 Remote Lock:** Property Manager will install and set up a Remote Lock on all rental properties. At all times, this lock will be owned and maintained by Property Manager 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 \_\_\_\_\_ year(s), owner will be charged for the lock \$\_\_\_\_\_. If Management Agreement is cancelled between the (number) and 3rd year, owner will be responsible for a \$\_\_\_\_\_ lock fee. After the completion of the 3rd year, the lock will become the property of the homeowner.

**3.7 Accidental Damage Insurance:** Guest will be charged for accidental damage insurance which covers up to \$\_\_\_\_\_ of contents coverage and \$\_\_\_\_\_ of liability coverage for reservations up to 29 days. Normal wear-and-tear, as well as theft, is not covered by insurance. Property Manager 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.

#### **4. Owner's responsibilities:**

**4.1 Maintenance:** 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 Property Manager 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 \$\_\_\_\_\_ may be made by Property Manager without prior approval of Owner. In the

event of any such emergency, Property Manager shall notify Owner as soon as possible. Property Manager's services under this Agreement are for procurement and management of rentals of the property only. Property Manager is not responsible to Owner for home security, maintenance, storm preparations, winterization or other services not covered in this Agreement.

**4.2 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.

**4.3 Replacing Furnishings:** Due to normal wear and tear, Owner will need to replace the following items as deemed necessary by Property Manager: 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 Property Manager.

**4.4 Insurance:** Owner shall purchase and maintain during the term of this agreement, a comprehensive public liability insurance policy with minimum limits of \$\_\_\_\_\_ 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 Property Manager 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 \$\_\_\_\_\_ (paid for by Guest) as the primary coverage. This coverage will not be available to long term rentals.

**4.5 Indemnification:** Owner agrees to Indemnify, Defend and Hold Harmless Property Manager and its affiliates, their members, managers, shareholders, officers, directors, employees, Property Managers, partners, representatives, successors and assigns (individually, an "Property Manager Party", collectively, the "Property Manager Parties") and save and hold each of them harmless against and pay on behalf of or reimburse such Property Manager 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 Property Manager 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.

## 5. Fees

**5.1 Compensation:** The Owner will pay the Property Manager \$\_\_\_\_\_ monthly for the services provided within the scope of this Contract. Both parties have agreed on this flat rate.

**5.2 Reserve fund:** The Owner will provide Property Manager with \$\_\_\_\_\_ to be for used day-to-day operations and maintenance fees. In case of an emergency, Property Manager may make expenditures on behalf of Owner that Property Manager deems necessary to preserve the Property and prevent further damage.

**5.3 Annual Linen Fee:** (Property Manager Business Name) has an annual linen fee of \$\_\_\_\_\_ that will allow Property Manager 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, Property Manager will collect this fee.

**5.4 Out of Scope Payments:** Should any out-of-scope payments need to be added to any monthly invoice, the amount agreed upon by both Parties will be added to one of the amounts above.

The (Property Manager) Company prefers that the payments be made as follows (include bank details):

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The payment deadline for each monthly invoice is the last day of the current month.

## 6. Reporting

See section 3, subsection 3.4.

## 7. Contract Termination:

**7.1 Termination notice:** If either one of the Parties wants to terminate this Contract, a \_\_\_\_\_ days notice is required. For example, to terminate the Contract on June 1st, a Party would have to provide notice on May 1st.

**7.2 Termination reason:** A contract termination reason should be communicated with the contact information.

**7.3 Early Termination Fee:** If either Party terminates the Contract without prior notice, an early termination fee of \$\_\_\_\_\_ becomes payable by the Party.

In witness whereof the Property Manager and the Owner have entered into this Contract on the date first indicated above.

## 8. Liability

**8.1** The Owner shall indemnify and hold Property Manager harmless from all damages suits in connection with the management of the Property and from liability from injury suffered by any employee or other person whomsoever, and to carry, at Owner'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 Property Manager in the same manner and to the same extent they protect the LESSOR, and will name the Property Manager as co-insured. The Property Manager 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.

## **9. Miscellaneous**

**9.1** Both parties warrant that they have the power to enter into this agreement and have obtained all necessary approvals to do so.

**9.2** Each party acknowledges that these documents contain the whole agreement between the parties hereto and that it has not relied upon any oral or written representations made to it by the other or its employees or agents. Nothing in this clause shall limit or exclude any liability for fraud.

**9.3** The parties agree that this agreement is fair and reasonable. However, if any provision of this agreement is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording was deleted, then such provision shall apply with such deletions as may be necessary to make it valid and the remaining provisions shall remain in full force and effect, and this agreement shall be enforced in such manner as carried out as closely as possible the intent of the parties hereto.

**9.4** No failure or delay by us in exercising any right or remedy provided by law or under this agreement and no single or partial exercise of any such right or remedy shall impair the right or remedy, or operate as a waiver or variation of it, or preclude its exercise at any subsequent time.

**9.5** This agreement and any non-contractual rights or obligations arising from or in connection with this agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_(governing country). You agree, as we do, to submit to the exclusive jurisdiction of the \_\_\_\_\_ courts.

**Property Manager Company:** (Signature)

Printed name:

Date:

**Owner:** (Signature)

Printed name:

Date: