**Short Term Rental Property Management Agreement**

* This Agreement is made effective as of, (start date), by and between (Owners name) (Hereinafter called “Owner”) and Luxury Vacations Inc. of (Hereinafter called “Property Manager”) to provide vacation rental services for the property located at (property address (“the “Home”)

The Manager is experienced in the operation and management of long-term rentals and has the necessary staff and is otherwise completely able to competently manage long-term rentals and is willing to undertake the management and operation of the real estate properties of the Owner under the terms set out in this agreement.

1. RESPONSIBILITIES OF THE MANAGER. The Manager will serve as the Owners exclusive agent. Beginning (start date), Manager will provide to Owner the following services:
2. Listing Your Rental: Duties include uploading photos of your property, writing descriptions, specifying amenities, outlining house rules, and assigning pricing to your rental based on the market and demand.
3. Communicating with Current and Potential Guest: All communication from prebooking to throughout the entire stay will be handled by the Manager. This includes inquiries, bookings, check in instructions, reviews, and more.
4. Coordinating with On-The-Ground Staff: The Managers duty is to coordinate your cleaning, maintenance, and any other staff needed to prepare and maintain the home.
5. Luxury Vacations Inc. does not furnish housekeeping basics. However, do keep the home stocked which includes bath tissue, soap, paper towels, dishwashing detergent, and garbage bags. These items are billed at the end of billing cycle.
6. Reporting to homeowners: Manager will send a monthly P&L statements outlining money coming in and the expenses occurred. Manager will include any invoices paid upon delivery of this statement.
7. Maintenance and Labor**:** Manager agrees to maintain and repair the property and to hire and to supervise all employees and other needed labor. Manager has authority to make all repairs under $300. Any repair over $300 will require the owner’s consent. For any repairs made, Manager agrees to provide receipts for all costs including labor and materials.
8. Lodging and Sales Taxes: Unless otherwise specified in writing or required by law, Luxury Vacations Inc. will collect applicable taxes from guests, file sales and lodging tax returns, and make all sales and lodging tax payments on the Owners’ behalf.
9. AUTHORIZATION: The Owner herby grants full power and authority to the Manager to do and perform each act that is reasonable required, proper, or necessary to be done in the exercise of all the powers, responsibilities, and obligations granted to the Manager under this contract, as fully to all intents and purposes as the Owner could do if personally present.
10. PAYMENT: Luxury Vacations Inc. Management Fee shall be 18% of the Gross Rental Proceeds. For any services rendered other than those set out in this agreement, the Manager may be compensated at such a rate and on such terms as may be agreed between the Manager and the Owner. The payment indicated does not account for payment for materials, labor, or other cost which may be incurred to maintain the property. The Manager does not receive payment commission on the cleaning fees or maintenance cost. Luxury Vacations Inc. shall pay or bill the owner all rental proceeds as defined herein, less the Management Fee and expenses described by the 10th of each month (or, if the 10th falls on a weekend or holiday, the following business day) for rentals with a checkout date during the previous month. Owners that request or require any booking cancelations for any reason will need to cover any Airbnb or VRBO fees and penalties that are acquired. The only exception is if the home is listed for sale. If owner decides to move companies, bookings set need to be finished with Luxury Vacations with set commission rate or cancelation penalties will apply.
11. WARRANTY. Manager shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Manager’s community and region.
12. EXCLUSIVITY. Owner shall not rent the Home to others or contract with any third party for rental services or marketing during the Term without Luxury Vacations express written permission. Owners shall direct any prospective renters to Luxury Vacations Inc.
13. LIABILITY INSURANCE. Owner shall maintain minimum required coverage based off state laws.
14. TERM. This Agreement shall become effective as of the effective date and shall continue in effect until the effective termination by either party. If there is a termination of contract by either party, the effective “termination date” shall be the checkout date of the last existing reservation that is in place as of the date Notice of Termination is delivered, or any other date Owner and Luxury Vacations mutually agree on.
15. Compliance with Law; Licenses and Permits. Owner agrees to abide by all applicable laws, regulations, deed restrictions, association rules, and licensing and permitting requirements applicable to use the Home as a vacation rental. Owner is responsible for obtaining and maintaining any applicable license or permit for the use of the Home as a vacation rental and for payment of all associated fees. Where permitted by law, Luxury Vacations Inc. may, but is not required to, act on Owner's behalf to obtain or renew a license or permit for the Home.
16. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:
17. The Failure to make a required payment when due.
18. The insolvency or bankruptcy of either party.
19. The failure to make available or deliver the Services in the time and manner provided for this contract.
20. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE SHALL ANY LUXURY VACATIONS INC. PARTY BE LIABLE TO OWNER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS), OR FOR ANY OTHER DAMAGES THAT ARE NOT DIRECT ECONOMIC DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF ANY LUXURY VACATIONS INC PARTY HAS BEEN ADVISED OF OR OTHERWISE HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE LUXURY VACATIONS PARTIES’ LIABILITY TO OWNER FOR BREACH OF CONTRACT OR NEGLIGENCE, SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL MANAGEMENT FEE RECEIVED BY LUXURY VACATIONS UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.
21. MISCELLANEOUS. Governing Law. This Agreement will be construed in accordance with and governed by the substantive law of the state in which this contract is held, without regard to that states conflict of law rules.
22. ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration of the American Arbitration Association. The parties must select a mutually acceptable arbitrator.
23. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under this amendment.
24. SERVABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
25. SIGNATORIES. This Agreement shall be signed by the parties outlined in this contract and shall be effective as of the date first written above.

**OWNER:**

Signature:

Print Name:

Title (if signing on behalf of an entity):

Email:

Mailing Address:

Phone Number:

Date:

**ADDITIONAL OWNER (IF APPLICABLE)**

Signature:

Print Name:

Email:

**ADDITIONAL OWNER (IF APPLICABLE)**

Signature:

Print Name:

Email:

**ADDITIONAL OWNER (IF APPLICABLE)**

Signature:

Print Name:

Email:

**Luxury Vacations Inc.**

Signature:

Print Name:

Title:

Date:

Authorized Agent of Luxury Vacations Inc:

Signature:

Print Name:

Date: