

RENTAL CONTRACT FOR RESORT LODGING PROPERTY MANAGEMENT

This agreement entered into _____ (date) is between _____ (Owners) and Resort Lodging Property Management (Agent).

In consideration of the mutual undertakings contained in this agreement, the parties hereby agree as follows:

1. **EMPLOYMENT OF AGENT:** Owner hereby employs Agent as Owners exclusive agent for the purpose of leasing or renting the following described property _____ (unit):
2. **TERM:** The exclusive appointment contained in this agreement shall remain in effect from the date of the agreement until November 1, 2010. It shall be renewed automatically for successive one year terms thereafter unless terminated as provided in paragraph 10 below:
3. **DUTIES OF AGENT:** Agent shall use reasonable efforts to rent the unit to desirable tenants, including advertising at his own expense to the extent and in such manner he may deem responsible, the availability of the unit for rent.
 - (a). Inspection. Agent shall inspect the unoccupied Unit periodically, as Agent deems necessary, for observing general Unit conditions. Agent shall make every effort to inspect Unit after each guest's departure, but will not guarantee that this will be done each time.
 - (b). Account Services. Agent shall collect advance deposits and current rent and other receipts relating to the unit. Agent may commingle such funds with funds held similarly for other owners in either interest or non-interest bearing accounts; agent shall be paid all interest, owner shall have no rights of collection of any interest paid. Agent shall not be deemed to have guaranteed the payment of any rent by any tenant.
 - (c). Housekeeping, Repair and Maintenance Services. Agent shall provide required Housekeeping Services for all the units which shall include interior cleaning, fresh linens on all beds, guest supplies, such as toilet paper, paper towels, soap, dishwashing detergent, trash bags, light bulbs, and other normal services necessary to make the unit habitable, as often as necessary according to rental placements. Agent shall pay all housekeeping charges associated with rentals with the exception of Owner Stay Cleans, Owner Guest's Cleans and Spring/Fall Cleans.
4. **AUTHORITY OF AGENT:** During the term of this agreement, agent is authorized to:
 - (a) Terminate tenancies and in that regard to execute and deliver such notices in the name of the owner as are appropriate, to institute and prosecute actions to evict tenants or otherwise recover possessions of the unit, and when deemed appropriate by the agent, to settle, compromise and release such actions or suits or reinstate any such tenancy. Owner shall indemnify agent for all costs, including reasonable attorney's fees incurred in connection with any action to recover possession of the unit.
 - (b) Establish all terms and conditions, including the amount, for any tenancy of the unit. Agent shall establish rates which shall be competitive with similar rental rates in the area.
 - (c) Perform any other act which Agent deems necessary or desirable in order to carry out Agent's duties under Section 3 above.
 - (d) Agent shall hire, supervise and discharge all labor and employees required for the operation and maintenance of the Unit. All such labor and employees shall be employees of Agent and not employees of Owner.
5. **DUTIES OF OWNER:**
 - (a). Owner agrees that Agent and Agent's contractors and employees shall have access to the Unit at any time as Agent deems necessary to perform Agent's duties.

(b) Owner hereby authorizes Agent to perform maintenance and repair work, at Owner's expense as Agent deems prudent or necessary, in Agent's reasonable discretion, to maintain the Unit in excellent, rentable condition. The hourly charge is \$65.00 per hour for maintenance and repair work. Agent shall obtain Owner's advance approval for chargeable services and materials which cost more than \$250.00 for any one item or occurrence. However, no such advance approval for expenditures which cost more than \$250.00 will be required for monthly and/or recurring operations charges, or for emergency work required to protect the Unit, other Units, or other property from damage or to maintain services to the occupants. Agent will use reasonably diligent efforts to correct problems as they may occur. However, Agent makes no representation that Agent is capable of providing repairs in all circumstances, and Agent hereby advises Owner, and Owner acknowledges that Agent shall not be responsible for any loss of rental income or for damages to the Unit from circumstances not discovered by Agent or for Agent's failure to make repairs. A 15% charge will be added for all subcontractor work scheduled through Agent.

(c) Owner shall pay all fees and other charges assessed against the unit for utility services (water, sewer, electricity, cable, taxes, phone and assessments.)

(d) Owner shall lease a linen package from Agent to include high quality sheets and 100% cotton towels. Linen package will include sheet set (fitted sheet, flat sheet, pillow cases) and towels. Cost of the linen package is \$40.00 per person maximum occupancy per year. Owner acknowledges that leased linen package will be returned to Agent upon termination of contract.

(e) Owner shall keep the unit furnished with such items of furniture, kitchenware, and linens as are reasonably necessary for the comfortable occupancy of the unit. The owner shall also be required to furnish 1-2 cords of firewood, if applicable. The Agent shall be authorized to repair or replace any of the foregoing furnishings and supplies in order to maintain the unit in a first class, rentable condition. Agent may incur charges on the account of owner not to exceed \$150.00 per month for such purposes.

(f) Owner acknowledges that wear and tear on personal property is one of the rental costs incurred by Owner. Agent agrees to exercise reasonable precaution in obtaining suitable Renters, and if Renter causes deliberate and negligent damage to the Unit's furnishings and contents, Agent will use reasonable efforts in collecting the cost of such repairs and/or replacements from such Renter. Owner understands that Agent will not be held liable to reimburse owner or replace or repair damaged goods caused by Renters. Notwithstanding the proceeding sentence, Owner is specifically advised that rental activities increases "wear and tear" on the Unit and Unit furnishings. Owner understands that the Agent acts solely as an agent for Owner, and Agent cannot assume and will not accept any responsibility for the risk that Owner may not obtain adequate insurance to protect its interests.

(g) Owner shall carry, at Owner's expense, property damage and liability insurance. The amount of coverage shall be sufficient to insure Owner's interests as Owner deems advisable, and shall include coverage on the Unit's furnishings and contents and coverage sufficient to protect against the risks associated with renting the Unit, as described in Section 5(f), and to provide Agent or his authorized representatives with protection from liability. Agent shall be named on policy. Owner shall provide Agent with a certificate of such insurance upon request.

Policy #

Insured by:

Coverage:

(h) Owner shall indemnify and hold agent harmless from any cost, damages, expenses, liability or claim of liability for personal injury, property damage, other act or occurrence asserted by the tenant, guest or other person arising from any loss or damage to the unit.

(i) In order to maintain first class condition, Owner agrees to a spring and/or fall clean which will be billed to Owner at \$35.00 per hour. Carpet cleaning, window cleaning, painting, etc. will be billed to owner at subcontractor's cost plus a 15% fee.

6. COMPENSATION OF AGENT:

(a). Owner agrees to pay agent a commission equal to 30% of the adjusted gross rental. Agent shall pay the housekeeping services out of his commission. Agent may retain a handling charge for cancellations made more than 45 days prior to arrival.

(b) Owner and Agent shall split travel agent fees 50/50 as a result of a rental booking.

(c) If monthly statement rendered by Agent shows a net loss, owner shall promptly reimburse Agent for the amount due within 30 days of statement date. Owner agrees that a late fee of \$25 will be charged per billing cycle for any balance due beyond 30 days.

7. DISBURSEMENT OF RENTAL INCOME: Agent shall maintain books of accounts showing all receipts and disbursements in connection with the unit. Such books of account shall be open to inspection by owner or by any duly authorized representative of owner during normal business hours. The accounting month shall run on a calendar month basis. By the twentieth day of each month, agent shall furnish owner a detailed statement of all receipts and disbursements for the month prior and shall make payment in full for the amount shown due, if any, to owner at such time. Any rent monies deemed ultimately uncollectible, will be treated as though unit had not been rented and no disbursements will be due. A form 1099 stating gross income is issued to the Owner at the end of each calendar year.

8. OWNER'S USE AND OCCUPANCY: The owner, or his immediate family, may occupy the unit provided that agent receives written advance notice of such occupancy. Owner shall indemnify agent for the cost of the housekeeping services. Owner may elect to clean Unit after Owner Use, but will be charged for additional cleaning, if after Agent inspection determines it necessary.

During the term of this Agreement, Owner authorizes Agent to accept reservations for the Unit up to 12 months in advance, except for excluded dates reserved by the Owner.

9. PROMOTIONAL USE. The agent may have use of the property for a total of four to seven days (based on rental bookings) per year without payment to the owner. The usage will not conflict with the holiday weeks during the year. These weeks are Thanksgiving week, Christmas week, New Years week, President's week, Memorial Day week, July 4th week, and Labor Day week. Owners will be provided the dates of the agent usage on their monthly accounting statement. Agent will bear the cost of laundry, housekeeping, etc. in connection with such use.

10. TERMINATION. Either party may terminate this agreement at any time by serving 45 days advance written notice upon the other party. Termination shall not relieve owner from any liability for payment or compensation to agent, including commissions for any tenancies occurring within one hundred twenty days after termination if any such tenancies arise from negotiations between agent and the tenant which took place prior to the date of termination.

11. NOTICES: Any notice provided for or permitted under this agreement shall be in writing and shall be deemed given when delivered personally or when deposited in the U.S. Mail with postage pre-paid and addressed as follows:

If To Owner:

If To Agent:
Resort Lodging, LLC
23110 US Highway 6
Keystone, CO 80435

12. SALE OF UNIT. Owner agrees to notify Agent in writing if the Unit is listed for sale during the term of this Agreement. In the event that the Unit is sold during the term of this Agreement, Owner agrees that such sale shall be subject to all confirmed reservations for future rental of the Unit unless such reservations have been relocated by Agent. Owner understands and agrees that Owner may be liable for rental income loss as a result of sale of Unit and may have to reimburse Agent for such loss.

13. ATTORNEY FEES: In the event of any dispute or action arising under this agreement, the prevailing party shall be entitled to recover his costs and reasonable attorney's fees incurred on account thereof.

14. PAYMENTS: All payments made by agent in the discharge of his duties shall be made out of funds agent may hold from time to time on behalf of owner which may be provided by owner. Agent shall have no obligation to make any payment except out of such funds. If agent elects to advance funds from owner's account, owner shall reimburse agent for the advance upon demand. Agent shall have the right to collect interest on past due accounts.

(a) If the monthly statement rendered by agent shows a net loss, owner promptly shall reimburse agent for the amount due.

15. BINDING EFFECT: This agreement shall be binding upon and inure to the benefit of the respective parties and their heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement.

OWNER: _____ DATE

Social Security #

OWNER: _____ DATE

Social Security #

AGENT: Resort Lodging LLC
23110 US Highway 6
Keystone, CO 80435

Property Manager DATE: _____