



Rental Management Agreement

This Agreement for the exclusive promoting, renting, operating and management of Unit _____ made _____ and entered into this _____ day of _____ 20____, by and between LTW Resort, LLC ("Manager"), and the "Owner" (whether one or more) located at (Resort) _____.

OWNER IDENTITY

NAME _____

OWNER ADDRESS _____

PHONE: _____ FAX: _____ e-mail: _____

UNIT TYPE: _____

The Manager agrees to act as the rental agent for the Owner and the Owner makes the Manager the **exclusive rental agent** under the following terms and conditions.

MANAGER RESPONSIBILITIES:

1. The Manager agrees to furnish the services of its organization for the promotion, renting, operating and management of Owner's unit.
2. The Manager will advertise and promote, at its expense, the rental of all units within its rental program. Manager will employ a separate rotation system for each room type to assign guests/renters in a fair and equitable manner.
3. The Manager agrees to provide, at its expense, a reservations system capable of accepting reservations by telephone, fax, email, and via the internet on a 24-hour, seven days per week basis unless prohibited by adverse conditions.
4. The Manager agrees to operate an accounting system for all rental receipts and disbursements. The Manager agrees to pay the Owner the rental from the unit less rental fees and expenses not later than the 15th of the month following the month during which the rent was earned, and shall provide the Owner with an associated monthly statement of receipts, expenses, debits, and credits. In the event the disbursements shall be in excess of rent collected by the Manager, Owner agrees to pay such expenses on demand. The Manager further agrees to issue an annual 1099 as required by law.
5. The Manager agrees to provide departure-cleaning service for all rentals. The Company will provide, as part of the housekeeping service, all linens and terry required for the rental of Owner's unit. The cost of the initial linen setup, and annual linen replenishment, is the responsibility of the owner and detailed in the accompanying schedule.
6. The Manager agrees to inspect the Owner's unit and inventory all major furnishings and equipment on an annual basis (or more frequently as needed). If corrective action is needed, in the Manager's opinion, a report shall be made to the Owner with the recommended improvements of the premises, or the repair/ replacement of the furniture or fixtures in question.
7. The Manager agrees to maintain a maintenance department to provide emergency, routine, minor, and major maintenance to the Owner's unit if required. Charges for these services are outlined in the Commissions and Fees section of this document. No representations are made that the maintenance department shall be able to provide every type of repair on every type of appliance or fixture.
8. The Manager will maintain a compliment of glassware, china, silverware, kitchen utensils, and other equipment as specified in the house wares section of the rental program owners' handbook for immediate



replacement of broken or missing items. Charges for these items are outlined in the Commissions and Fees section of this document.

9. The Manager, in accordance with Chapter 509 of the Florida Statutes, shall establish fair, reasonable and competitive rental rates having due regard for the property's location and convenience, the size, furniture, and bedding of the unit, the property amenities and atmosphere. (Rental rates will include applicable cleaning fees.)
10. The Manager may adjust the rates for promotional packages, commercial customers, and trade discounts to meet the customary competitive conditions in the resort and meeting markets.
11. The Manager shall undertake, at Owner's expense, will deep clean the unit twice a year. Once after the summer season and once after the winter guests depart.

OWNER'S OBLIGATIONS:

1. Owner authorizes the Manager to accept reservations for the unit up to twelve (12) months in advance. Any request for reservations by the Owner will be confirmed subject to space availability. The Manager will make every effort to accommodate any request for occupancy of the unit by the Owner even though the unit may already be on reservation. The Manager requests 60 days' notice be provided for all peak season owner reservations.
2. Owner acknowledges that special restrictions in connection with reservations for rentals are limited to non-smoking and those levied by the Association. Requests for additional restrictions will be honored strictly at the discretion of the Manager.
3. The Owner agrees to maintain the unit in a condition for rental occupancy as determined by the Manager. A complete list of standards for furnishings, electronics, accessories, soft goods, appliances, and house wares will be provided by the Manager. Standards may change to comply with market conditions.
4. In the event the unit shall be unacceptable for rental occupancy due to defective equipment, failure of utilities, or other cause materially affecting the quality of a guest's stay, and the unit is occupied or on reservation, the Owner authorizes the Manager to make immediate necessary repairs or replacement and the Manager will advise the Owner of the cost as early as possible. If the unit is unoccupied and the repair or replacement is estimated to be less than \$250.00, the Owner authorizes the Manager to make the repairs. If the unit is unoccupied and not on reservation and the repair or replacement is estimated to be more than \$250.00, the unit will be placed in an "Out of Order" status and the Owner will be advised immediately. If the unit is occupied and the repair or replacement is estimated to be more than \$250.00 the Manager may at his/her discretion make immediate repairs without owner approval providing all efforts were made to contact owner. The Manager will not be responsible for any losses of revenue related to the "Out of Order" status.
5. Owner agrees to provide Manager with a list of all warranties and maintenance contracts that are in force each year; otherwise, the rental manager may use his discretion in effecting repairs as agreed herein. The maintenance department shall endeavor not to make repairs on items it knows or believes to be under warranty unless an emergency exists or it has prior consent from the Owner.
6. The Owner agrees to assume the expense of any warranty work that is not completed in a timely manner. The Manager will document such and assist Owner in recovering same expense from the warranty company.
7. Owner acknowledges and accepts that the Manager is the exclusive rental agent and that any and all remuneration for rental is to be made through the Manager. Owner further acknowledges that accepting payment for rental directly is a breach of this Contract and that the Manager has the right to deduct a rental commission equal to 100% of such revenue from the Owner's next rental check.
8. Owner agrees not to remove or alter the furnishings or any equipment of the condominium unit without notifying the Manager.
9. Owner agrees not to enter the unit or permit any person, whether family member, repairman, or renter, to enter the unit without checking in and out at the Manager's registration desk. All owner-related occupancies shall be coordinated with the Manager's reservation office.
10. The Owner agrees to notify the Manager in writing in the event this unit shall be listed for sale and provide Company immediate notice of sale of unit with closing date.
11. The Owner recognizes that the Manager, at its discretion, may compensate the renter for mechanical failures and such compensation will be deducted from the gross rental.



12. Owner agrees to provide up to 5 complimentary nights annually to be used for the use of promotions, travel writers and group/meeting contacts for future group business.
13. The Owner acknowledges that only the Manager can put advertising, promotional information, or other written materials in the rental unit.
14. The Manager, to its benefit, has the right to contract with outside vendors to provide services to the rental guest within the unit including, but not limited to housekeeping, maintenance or other services.

COMMISSIONS AND FEES

1. RENTAL COMMISSIONS

- Except as to extended stay rentals, The Manager, as exclusive rental agent, shall receive 20% commission on total net room revenue. Net room revenue is defined as gross revenue less housekeeping fees and any unit specific travel agent or referral fees. All credit card charges and any amenity/program fees shall be added to the base rental rate and will not be subject to a management commission or shared with the unit owner. All routine maintenance fees shall be paid by Owner and deducted from rental income.
- The manager shall receive 15% commission on all extended stay rentals regardless of the source of the reservation.
- Owner will receive 10% commission on net room revenue produced by referral from Owner.

2. HOUSEKEEPING FEES

- Manager will provide departure cleaning services to unit, required linens, in room amenities and other required paper supplies as a part of the departure cleaning fee which varies by unit type. Rates can be found in the owner handbook.

3. MAINTENANCE/REPAIR SERVICE

- Owner is responsible for the cost of all maintenance services. Charges for maintenance services and for tasks requiring special trades are based upon the cost of parts plus hourly rate based on actual time required.
- Billable maintenance will be charged at a competitive hourly rate per hour, with 15 minute increments. The rate shall be \$40.00 per hour. The Company reserves the right to adjust this rate as it deems necessary to cover costs.
- Materials and Subcontractors – Owner will be charged the actual invoice cost plus 25% or \$25.00, whichever is less, for support services, coordination, and installation fees.

4. INVENTORY REPLACEMENTS

- House wares (china, glassware, pots and pans, silverware), soft goods (pot holders, placemats, pillows, blankets, etc.), and small appliances (coffee makers, blenders, toasters, etc.) shall be replaced as needed and charged to the Owner at the price on the current replacement inventory list. A list of the inventory items and their prices will be provided to the Owner and updated periodically.
- Annual replacement of all sheets, pillow cases, bath towels, hand towels, bath mats, and wash cloths will be paid for by the owner and the cost are outlined in the owners handbook.

5. RESERVATION/DAMAGE DEPOSITS

- Deposits, whether cash or credit card, will be collected from renters by the Company based on its discretion and policies. Damage deposits will be applied directly against the cost of repairs or replacements to the Owner's unit or contents. Company will make every effort to collect 100% of the cost of any damage or theft from the renter, but this cannot be guaranteed.
- All reservation deposits which are forfeited shall be applied to the owners account as net revenue and subject to the usual management fee.

INDEMNITY AND INSURANCE

1. Owner covenants, at Owner's expense, at all times during the term of the Agreement, to defend and save the Company's employees or agents, free and harmless, and to indemnify it from injury, loss, or damage including reasonable attorney's fees and disbursements arising from, related to, or in connection with the use and occupancy of the unit, except for such loss caused by the negligent action or willful misconduct of the Manager's employees or agents.



2. Owner shall store his property in the unit at his own risk. The Manager assumes no liability for the loss or damage of any personal property in the unit.
3. The Manager and its agents or employees shall not be liable for any loss or damage to the unit or to equipment, furnishings or appurtenances there to, or to property of any nature brought thereon, resulting from any accident or occurrence in or upon the unit of the building of which it is a part, including, but not limited to, claims for damage resulting from:
 - a. Negligent or willful action or omission of renters or their guest.
 - b. Injury done or occasioned by wind, rain, or other elements.
 - c. Theft, vandalism, fire, or acts of God.
4. Owner shall be responsible for procuring at his expense, liability insurance coverage in minimum aggregate amount of three hundred thousand dollars (\$300,000.00) per occurrence for personal injury and bodily damage.
5. Owner and Company agree that any questions, controversies, or claims arising under this Agreement shall be subject to the laws and statutes of the State of Florida.

TERM

The Term of this Agreement is twelve months from _____ to _____ and renews automatically for successive twelve (12) month periods unless cancelled by either party upon a sixty (60) day written notice. Once the Contract is cancelled by Owner, the Manager reserves the right to charge Owner a reinstatement fee if Owner seeks to place their unit back on the Rental Program. In the case of the sale of the unit, this Contract terminates immediately subject to reservations.

SEVERABILITY

Should any paragraph or clause herein contained be declared void, illegal, invalid, or unenforceable by any court having jurisdiction over the subject matter thereof, such judgment shall not affect the other provisions herein, which are hereby declared severable, and which remain in full force and effect. If action is commenced to enforce any provision of this contract the prevailing party shall be entitled to recover a reasonable attorney fee in addition to any other remedy.

Notice: (notices can be sent to the address below)

**LTW Resort, LLC
 P.O. Box 9418
 Panama City Beach FL 32417**

OWNERS (All must sign)

By: _____
 Print Name: _____ Signature: _____ Date: _____

By: _____
 Print Name: _____ Signature: _____ Date: _____

By: _____
 Print Name: **LTW Resort Representative** Signature _____ Date _____