

**MANAGING OWNER** (primary contact person who is authorized to act on behalf of all owners and make and receive payments on behalf of all owners), [ \_\_\_\_\_ ] hereafter known as “**OWNER**” and Vacation Rental **MANAGER**, **HAZ VACATION RENTALS, LLC**, hereinafter called “**MANAGER**” hereby covenant and agree:

**1. RIGHT TO MANAGE:** OWNER hereby makes, constitutes, and appoints the MANAGER with full power of substitution, its true and lawful attorney-in-fact to sign and acknowledge any rental of said property pursuant to the terms hereof, and take any action, including eviction of any tenant, necessary to enforce compliance with such rental agreements. The foregoing grant of authority is a Special Power of Attorney granted for the term of this agreement.

<b># of Bedrooms:</b>		<b># of Bathrooms:</b>		<b>Den/Office/Gym:</b>	
<b>Property Address:</b>		<b>City:</b>		<b>State:</b>	<b>Zip:</b>
<b>Legal Description:</b>					

**2. TERM:** This Agreement shall commence on the [ \_\_\_\_\_ ] (Commencement Date) and shall end on the [ \_\_\_\_\_ ] (Termination Date). This agreement shall be renewed automatically for a period of 1 year unless otherwise cancelled or terminated as provided for herein. **See item 20.**

**3. MANAGEMENT RESPONSIBILITIES:** MANAGER will be responsible for the following:

- Marketing of the property; including a designated property link.
- Responding to reservation inquiries.
- Processing reservations, cancellations and personally handling disputes.
- Renter management, relations, and customer service.
- Scheduling housekeeping and laundry services.
- Preparation and personal enforcement of rental agreements.
- Walk-through of home approximately once a month when vacant.
- OWNER statements, disbursements and year-end 1099 statement

**4. MARKETING:** The MANAGER will utilize multiple advertising platforms to best promote the property, which may include annual advertising subscriptions, pay-per-booking services, and no-cost advertising options. For Airbnb and VRBO, all advertising fees and commissions will be paid by the MANAGER. For other advertising platforms, any additional third-party fees and commissions will be added to the rates to cover advertising costs. The choice of advertising platforms is at the sole discretion of the MANAGER.

The OWNER may request specific advertising locations, but this may incur additional costs payable by the OWNER.

**5. MANAGEMENT FEES:** OWNER is advised and agrees to pay the following:

- The OWNER shall pay to MANAGER, a rental property management fee of [\_\_\_\_\_] % of all net proceeds collected. This fee shall be due to the MANAGER and will be deducted from each rental receipt.
- In addition to rental rates, TENANTS shall pay to the MANAGER a unit-cleaning fee, as set by housekeeping. Additionally, the MANAGER may bill TENANTS for administrative fees, credit card processing fees, applicable taxes, and any other requested services, such as travel insurance, concierge services, or other personalized services requested by the TENANTS.

**6. RENTAL RATES:** The MANAGER will work with OWNER to set all rental rates and terms. See exhibit A. Due to competitive market conditions, tourist fluctuations and demand, the MANAGER reserves the right to alter rates and terms and make special rates and terms to maximize the OWNERS rental income and occupancy percentage with owners' approval.

**7. DISCLAIMER OF GUARANTEES:** The OWNER understands and agrees that the MANAGER has made no guarantees (written or verbal) of occupancy or income levels for the property. OWNER also acknowledges that MANAGER makes no guarantees regarding amounts of expenses and that no inducements or representations of tax benefits have been made.

**8. SECURITY DEPOSITS:** For direct reservations made on hazvacationrentals.com or for bookings made through the VRBO Network, The MANAGER shall request Tenants to pay for a Damage Waiver Plan that covers unintentional damages (minus depreciation) to the rental interior that occur during a stay, provided they are disclosed to management prior to check-out. The current policy being utilized will pay a maximum benefit of up to \$1,500.00 USD for accidental damages. Any intentional damages or damages that exceed \$1,500.00 USD will be charged to the renter's credit card on file (if provided). MANAGER may require a reservation and damage deposit. The MANAGER will determine the amount of the damage deposit, require additional deposits, or waive deposits as deemed in the best interest of the OWNER. The property will be inspected for damage as soon as possible after the tenant vacates said property by housekeeping. The MANAGER will deduct from deposits the cost of missing items or repairs deemed beyond normal wear and use and return any remaining damage deposit to tenant. It is understood and agreed between the parties that it is not the responsibility of MANAGER to make a complete inventory and inspection of each item upon each vacation of the unit by the tenant, but rather

generally inspect for major item loss and damage. The OWNER agrees to hold MANAGER harmless of liability of cost of damages or theft caused by tenants or others.

**9. PAYMENTS:** MANAGER shall disburse to the OWNER all rents collected less MANAGER fees/commission and less all disbursements made on behalf of and for the account of the OWNER within 7 bank days of the rental start term date.

- The account may earn interest, which shall be paid to the MANAGER as additional compensation for MANAGER'S Services.

**10. REPAIRS/REFUNDS:** MANAGER shall contact the OWNER for approval prior to contracting for any major repairs that are not of an emergency basis. While all tenant rental contracts state there is no compensation for temporary disruption of essential services of the property during the period the property is rented, the MANAGER is authorized to make rental rebates/refunds as MANAGER deems appropriate. The MANAGER is authorized and shall use its best efforts to correct any such problems as quickly as possible in order to maximize rental income. In the event maintenance and repairs are necessary during months when no rental revenue is received, The OWNER will be billed directly for such incurred expenses.

**11. LEAD-BASED PAINT:** OWNER shall comply with all lead-based paint laws. If the PROPERTY was built prior to 1978, OWNER shall notify MANAGER of any known lead-based paint ("LBP") or LBP hazards in the PROPERTY and provide MANAGER with any LBP risk assessments or inspections of the PROPERTY. Further, OWNER shall use EPA Lead-Safe certified contractors to perform renovation, repair or painting projects that disturb LBP.

**12. COSTS:** OWNER is advised and agrees to the following:

- To supply and maintain the furnishings, appropriate linen, and towels, and keep the property in good order and repair.
- Stay up-to-code on local pool safety requirements. OWNER to investigate all required pool safety requirements for their property.
- To pay for all the running costs of the subject property, including all utilities, pest control, pool/spa service, trash collection, lawn care, applicable mortgages or liens, property taxes, all applicable property insurance, HOA fees and any other expense normally associated with owning a home.
- To pay for maintenance and replacements due to normal wear and tear and minor loss consistent with short-term rental industry standards.
- OWNER gives MANAGER permission to deduct any expenses incurred by MANAGER on behalf of OWNER from will not cover such expenses in any given month. OWNER agrees to promptly

reimburse the MANAGER upon written demand. Manager will ask for homeowner approval first for any expense necessary above \$500.00.

**13. TAXES:** OWNER shall be solely responsible for payment of all real estate, personal property, and other property taxes. Sales and Use Tax and Transient Rental tax due on rental proceeds which are collected by the MANAGER from guests will be paid to the appropriate governmental entities by the MANAGER.

**14. USE BY OWNER:** OWNER, family, and personal guests will be allowed to use the property at any time if no prior reservation by MANAGER has been made and OWNER requests and obtains confirmation of a reservation for the period in question through the MANAGER. OWNER may not advertise to personally reserve the home for any paid rental guests. All paid guests must follow the reservation process through the MANAGER.

**15. LOSS LIABILITY:** MANAGER shall not be liable for loss of OWNER'S personal property located in rental property or rents collected resulting from theft, dishonored or un-collectible checks, bank failure, declined credit card authorizations, wind, storms, accidents or other causes or events beyond its control. The MANAGER shall not be required to initiate legal actions or retain an attorney for the purpose of collection of rents, collection of damages, eviction of tenants or other persons unless directed by OWNER. Collection fees and legal fees are the responsibility of the OWNER.

**16. LIABILITY AND PROPERTY INSURANCE:** At sole OWNER'S expense, it is understood and agreed that the OWNER shall carry appropriate Property insurance for the short-term rental Property for the entire duration of this Agreement and It is understood and agreed that the OWNER shall carry personal liability insurance for the property in the minimum amount of \$100,000/\$300,000\* for the entire duration of this Agreement. A copy of which shall be furnished by OWNER to MANAGER, and the OWNER is strongly encouraged to also carry an umbrella policy extending coverage to \$1,000,000. If appropriate, MANAGER shall be an additional named insured under such liability policy in connection with the MANAGER'S capacity of MANAGER of the property. \*The minimum amount is subject to change per your city's code.

Insurance Co. \_\_\_\_\_ Policy # \_\_\_\_\_

**17. SALE OF PROPERTY:** OWNER agrees to notify MANAGER in writing when property is placed upon the open market for sale. OWNER agrees that property will only be shown when vacant or as coordinated through MANAGER. MANAGER may at its sole discretion immediately terminate this agreement without notice and transfer any pending reservations, if in the opinion of MANAGER, rental operations of the property cannot be properly coordinated with sale and showings without any adverse effect on the quiet

enjoyment of rental tenants. MANAGER may, at manager's discretion, limit reservations for the property to those no more than 30 – 45 days in advance of the stay so as not to further encumber the sale of the property or risk cancellation of a guest's planned vacation stay.

**18. INDEMNIFICATION** – OWNER agrees that MANAGER shall not be liable for any claim for loss, accidents, injuries or illness that occur to any person or property while on the premises or its facilities unless such damage is the legal result of negligence or willful misconduct by the MANAGER. MANAGER is not responsible for the loss of personal belongings or valuables of the OWNER, the renter or their guests. OWNER agrees that they, along with all renters/guests are expressly assuming the risk of any harm or loss arising from their use of the premises or others whom they invite to use the premise. OWNER shall indemnify and hold harmless the MANAGER or representatives of the MANAGER from any such claim or liability, damages, injuries, costs and expenses related to acts, events or omissions occurring in, on or about the property, or arising out of, or in any way related to, MANAGER'S use or time at the property, renter's breach of any term of the rental agreement, or any work, activity or thing done, permitted or suffered by MANAGER in, on or about the property.

**19. ARBITRATION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. OWNER hereby consents to the jurisdiction and venue of Phoenix, Arizona for this purpose.

**20. TERMINATION OF AGREEMENT:** OWNER is advised and agrees to the following:

- OWNER or MANAGER may terminate this agreement upon 30 days prior written notice without penalty. Once notice is given, marketing of the property will cease, and reservations will not be accepted. The notice period will be used to finalize the management services which will include, but is not limited to, the transfer of any reservations or advertising, final account statements and final payments. If management agreement is cancelled due to a sale of the property or any other reason within the first 12 months a \$500 cancellation fee will apply to cover initial advertising and property set-up costs that may not otherwise be recoverable through generated revenue and commissions.

- MANAGER may terminate this agreement immediately upon written notice, for convenience or cause and without penalty, if OWNER fails to comply with any provision of this agreement or any term or condition of any rules or regulations MANAGER may adopt applicable to this property. MANAGER’S determination of non-compliance shall be final and binding on MANAGER and OWNER.
- Any termination, by OWNER or MANAGER will not affect any rental reservation obligation or other obligation entered into under the terms of this agreement. OWNER must honor all reservations and/or tenants in place at time of receipt of written notice of termination. The OWNER understands and agrees that the MANAGER has incurred time and costs associated with each reservation in place at the time of termination and agrees to immediately pay to MANAGER the normal management commissions and/or fees for each reservation in place. MANAGER will work with the OWNER or alternate agency, for a period of 30 days from notice of termination, to transfer the current reservations to the OWNER or alternate agency. The OWNER understands and agrees that no refund is due the MANAGER for a commission or fee paid to the MANAGER at the time of cancellation for any reservation that chooses not transfer and/or cancels at the time of notice of transfer or at a later date.

**21. NOTIFICATIONS:** Any notices to be given by either party to the other shall be in writing and shall be transmitted by either (1) personal delivery (2) mail, registered or certified, postage prepaid with return receipt requested (3) overnight delivery (4) via email with confirmation of receipt (5) facsimile with a confirmation copy by regular mail, registered or certified, postage prepaid with return receipt requested (6) overnight delivery. Overnight delivery or mailed notices shall be addressed to the parties at the addresses listed below. Facsimile notices shall be transmitted to the telephone numbers listed below. Each party may change the address or telephone numbers by giving written notice in accordance with this paragraph. In the event of mailing, notice shall be deemed given on the 3rd day after deposit.

**To MANAGER:** HAZ Vacation Rentals, LLC  
6501 East Greenway Parkway  
Suite 103-710  
Scottsdale, Arizona 85254

**To OWNER:** Address listed below.

**22. LEGAL** - This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. In any action or proceeding involving a dispute between the OWNER and MANAGER arising from this agreement, the prevailing party will be entitled to reasonable attorney fees and costs incurred.

**23. ENTIRE AGREEMENT** – The foregoing constitutes the entire agreement between the parties and may be modified only in writing. Each section, subsection or paragraph of this Agreement shall be deemed severable. If for any reason any portion of this Agreement is unenforceable, that portion shall not affect the applicability or validity of any other portion of this Agreement. This agreement and any modifications, including photocopies or facsimiles, may be signed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. If there is more than one owner, all owners are jointly and severally liable under this management agreement.

**Accepted by: (OWNER- Managing OWNER)**

Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email (main) \_\_\_\_\_ **(Receives Notifications)**

Phone (main) \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**MANAGER:**

Barbara Abdin | HAZ Vacation Rentals, LLC

**Address:** 6501 East Greenway Pkwy, Suite 103-710 Scottsdale, Arizona 85254

**Phone:** 602-451-2376

**Email:** Barbara@HazRealty.com

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Exhibit A**

**Base Rate Table (USD)**

Season	Estimated Dates	Per: _____
<b>Low*</b>	June – September	
<b>Mid*</b>	May <b>and</b> October	
<b>High*</b>	November - December	
<b>Early Peak*</b>	January - February	
<b>Premium*</b>	March	
<b>Late Peak*</b>	April	

\*Seasonal START and END dates are estimated and subject to change dependent on market conditions.

\***Nightly rate calculation:** divide the rate by [\_\_\_\_\_].

**Discount Table**

Time	Amount
130 Days Out	5% - 10%
90 Days Out	10%-15%
60 Days Out	15% - 20%
30 Days Out	20% - 35%

- *Written or verbal approval from OWNER is required for discounts larger than 35% or for discounts that differ from the discount table.*