

SHORT TERM TRANSIENT RENTAL PROPERTY MANAGEMENT AGREEMENT

DATE: _____, 200__

In consideration of the covenants and conditions contained herein:

OWNER, _____, hereafter known as "OWNER" and Snowman Rentals, LLC hereinafter called "SRLLC" hereby covenant and agree:

1. THE OWNER HEREBY EMPLOYS SRLLC TO EXCLUSIVELY MANAGE AND RENT ON A SHORT TERM TRANSIENT (DAILY/WEEKLY/MONTHLY) BASIS THE OWNER'S PROPERTY LOCATED AT:

PROPERTY: _____ UNIT # _____

ADDRESS : _____

TYPE: BED__ BATH__ _____

This agreement shall be effective beginning on _____, 200__ thru _____200__ and thereafter continuing for annual terms, termination of this agreement subject to paragraph 21.

2. SBR accepts the aforesaid employment and agrees to furnish its services, to supervise all property management services normally rendered in the care and management of the above property. In addition, SRLLC will develop a listing for Internet use and promote the property on SRLLC selected Internet rental site(s) per level of service selected:

GOLD service uses Six Internet rental sites, SILVER service uses two Internet rental sites and BRONZE service uses one Internet rental site.

SRLLC develops user site and appropriate photos that will promote the property in a professional manner that encourages rental inquiries from quality rental tenants. Inquires will be accepted and responded to on a twenty-four (24) hour basis seven (7) days a week by SRLLC.

3. While each property will have its own individual Internet advertisement, SRELLC will group all rental properties by location, similarity and number of bedrooms and use this grouping to encourage renters requesting booked properties to book a similar unit under our management. Property owners proceeds will vary based upon property owners and owner guests use, quality of décor and amenities of property, location and view.
4. SRELLC will work with the property owner to set all rental rates and terms. However, SRELLC reserves the right to reject applications with rates not agreed to by SRELLC. Due to competitive market conditions, tourist fluctuations and demand SRELLC reserves the right to alter rates and terms and make special rates and terms at its discretion in order to maximize the OWNERS rental income and occupancy percentage.
5. SRELLC may allow for payments of rents or damage deposits to be made by credit card. Bank charges related to the use of credit cards for payment of rent or deposits shall be deducted from the OWNER'S payout as an additional cost.
6. SRELLC encourages property owners to offer welcome packages and amenities. SRELLC will make suggestions and offer assistance. Items in the welcome package and amenities can be provided by the owner and left in the property (generally in the owners closet) for distribution or provided for by SRELLC and deducted from the OWNER'S payout. The cost of the items provided by SRELLC shall be deducted from each rental and paid by the OWNER.
7. SRELLC 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 or credit card payments, bank failure, wind, storms, accidents or other causes or events beyond its control. SRELLC 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.
damages, eviction of tenants or other persons unless directed by OWNER. Collection fees and legal fees are the responsibility of the owner.
8. SRELLC shall render to the OWNER within 15 days after the end of each calendar month during which this agreement is in effect, a statement of income collected and expenditures made during the preceding calendar month. SRELLC shall also disburse to

the OWNER along with this statement all rents collected less all disbursements made on behalf of and for the account of the OWNER.

9. SRLLC may require advance deposits from tenants and deposit rent receipts in interest bearing accounts. OWNER agrees that all interest earned in these accounts shall accrue to SRLLC and shall become the sole property of SRLLC to be used by SRLLC at its discretion to provide additional services for the rental program.

10. OWNER, family, and personal guests will be allowed to use the property at any time if no prior reservation by SRLLC rental department has been made and OWNER requests and obtains confirmation of a reservation for the period in question through the SRLLC rental department. OWNER'S account will be charged the appropriate cleaning fee unless prior payment arrangements are made with SRLLC. OWNER and OWNER'S personal guests agree to observe the standard check-in and checkout times unless arrangements are made prior to arrival through the SRLLC rental department.

11. OWNER shall supply and maintain the furnishings and keep the property in good order and repair. SRLLC shall advise OWNER of special cleaning, repair, or replacement required to keep the property in good order and repair. SRLLC shall notify the OWNER in writing in the event the property is not kept up to acceptable standards, which are deemed to be the typical standards of the majority of comparable properties in the area. The OWNER shall then have 15 days to make arrangements to have the property brought back to acceptable standards or SRLLC shall at their discretion suspend the rental of the property. Upon correction of the deficiencies, at OWNER'S expense, the property will again be placed in the SRLLC rental program.

12. SRLLC shall contact the OWNER for approval prior to contracting for any major repair that are not of an emergency basis. However, SRLLC is authorized to make, at OWNER'S expense and with out prior approval any emergency repair involving danger to life or property or for the preservation of the safety of persons occupying the property. 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, SRLLC is authorized to make rental rebates as SRLLC deems appropriate. SRLLC 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 direct for such incurred expenses.

13. **LIABILITY INSURANCE.** It is understood that the OWNER shall carry personal liability insurance for the property in the minimum amount of \$100,000/\$300,000, a copy of which shall be furnished by OWNER to SRLLC, and the OWNER is strongly encouraged to also carry an umbrella policy extending coverage to \$1,000,000. OWNER agrees to indemnify and hold harmless SRLLC.

14. SRLLC shall collect a reservation and damage deposit from each tenant prior to the occupancy of any property rented herein. SRLLC shall 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. SRLLC 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 SRLLC 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 save SRLLC harmless of liability of cost of damages or theft caused by tenants or others.

15. OWNER acknowledges that SRLLC makes no guarantee regarding amounts of rental income or expenses and that no inducements or representations of annual income or tax benefits have been made.

16. OWNER agrees to notify SRLLC 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 SRLLC'S rental department. SRLLC may at its sole discretion immediately terminate this agreement without notice and transfer any pending reservations, if in the opinion of SRLLC sale showings and the SRLLCs rental operations of the property cannot be properly coordinated, without any adverse effect on the quiet enjoyment of rental tenants.

17. OWNER authorizes SRLLC to accumulate from the first month's rental income a reserve fund, in the amount of \$200 and to maintain reserves at this level. SRLLC may, without prior approval of OWNER, use reserve funds to repair furnishings of the property and replace items of equipment as necessary to maintain rental services to the occupants, provided expenses for repair or replacement do not exceed \$250. Additional reserves may be required should OWNER request SRLLC to pay certain monthly expenses from rental

proceeds.

18. OWNER shall be responsible for providing in the property two sets of sheets and towels. The quality of this initial supply of bed and bath linens shall be at least the quality of the typical standards of the majority of comparable properties in the area. The quality of these linens will make your property stand out to renters and keep them coming back. The OWNER may from time to time be charged for the replacement of linens or be requested to purchase additional linens as needed.

19. Outside maintenance services requested by the SRLLC rental department on behalf of the rental property OWNER will in most cases be paid from the maintenance reserve and deducted from the rent proceeds to the rental property OWNER. When vendor bills are billed directly to OWNER and not paid in a timely manner, and should the vendor have to request assistance in collection, the bill will be paid by SRLLC and deducted from the OWNER'S proceeds unless OWNER notifies SRLLC of desire to contest bill.

20. OWNER agrees that all rental tenant information shall be the sole property of SRLLC and that all reservations and/or bookings in OWNERS unit(s) are deemed the sole and exclusive property of SRLLC and may be moved out of OWNER'S unit at the sole discretion of SRLLC or assigned.

21. TERMINATION OF AGREEMENT. Under normal circumstances, this agreement may be terminated by either party with or without cause upon sixty (60) days written notice. Such termination notification shall be by certified mail. Such termination will not effect any rental reservation obligation or other obligation entered into under the terms of this agreement, except as in paragraphs 12 and 17. Under normal circumstances, OWNER must honor all reservations and/or tenants in place at time of receipt of written notice by SBR of termination and pay SRLLC normal management fee. SRLLC may at OWNER'S request attempt to transfer any pending future reservations to another comparably priced property. However, in the event that such transfer is not possible and the tenant must be moved to a higher priced property, OWNER shall be responsible to SBR for the difference in rental rate or honor said reservation.

22. The OWNER shall pay to SRLLC an annual listing and set-up fee per property based upon the level of service chosen by the OWNER. THIS FEE SHALL BE DUE ANNUALLY EACH YEAR THE LISTING IS MAINTAINED WITH SBR.

GOLD SERVICE - SRLLC will list your vacation home with three (3) Internet rental sites chosen by SRLLC. This service includes the listing services for each site – photos, write-up, recommending rates, updating the sites and running specials.

SRLLC will also design and host your personal web page to feature additional photos of your property linked to each of your Internet rental sites. This plan has an annual set-up cost of \$700, and will derive the most rentals.

SILVER SERVICE - SRLLC will list your vacation home with two (2) Internet rental sites chosen by SRLLC. This service includes the listing services for each site – photos, write-up, recommending rates, updating the sites and running specials. Does not include personal web page. This plan has an annual set-up cost of \$500.

BRONZE SERVICE – SRLLC will list your vacation home with only one (1) Internet rental sites chosen by SRLLC. This service includes the listing services for the site – photos, write-up, recommending rates, updating the sites and running specials. Does not include personal web page. This plan has an annual set-up cost of \$300.

23. The OWNER shall pay to SRLLC as a rental property management fee a percentage of all of the GROSS monies collected including reservation/damage deposits. THIS FEE SHALL BE DUE SRLLC. SRLLC will allow the OWNER to rent to friends and family and pay only 50% of the scheduled fees listed below.

SHORT TERM TRANSIENT RENTAL MANAGEMENT FEES

ALL SHORT TERM (DAILY OR WEEKLY) AND/OR 15% of gross revenues including LONG TERM RENTAL (MONTHLY) damage deposits

In addition to rental rates, Tenants (not OWNER) shall pay to SRLLC a unit-cleaning fee for each rental period. This fee is due whether unit is occupied by rental tenant, OWNER or OWNER'S guest.

OWNER understands and agrees that SRLLC will be promoting the property of OWNER, the general area where Owner's property is located, and will be working with and through national and international travel agents, media, as well as other individuals who may have occasion to promote said property and area. OWNER agrees that for promotional purposes, SRLLC may use and have occupied the property of OWNER, free of rent for a period not to exceed five (5) days per

calendar year (called complimentary days). SRLLC will not be receiving any rental monies whatsoever for this usage and SRLLC will pay for the cleaning associated with the promotional stay.

24. HOLD HARMLESS/INDEMNIFICATION: Owner shall hold harmless and indemnify SRLLC, its parent and subsidiary companies, affiliates, employees, independent contractors, representatives, shareholders, insurers, successors and assigns, from all claims, suits, damages, costs, losses, fees, penalties, taxes, fines, and expenses of any kind arising from or relating to: (i) Owner's failure or refusal for any reason to deliver possession of the Property; (ii) any claim or loss relating to any guests failure to perform under any agreement or failure to pay any funds due Owner; (iii) dishonored checks or credit card payments from any source; (iv) any injury to any person or property occurring on or about the Property; and (v) any violation of any federal, state, or municipal law, regulation or ordinance by any tenant or Owner.

25. Additional Terms

Accepted by: (OWNER- Managing owner)

Name _____

Date _____

Address _____

City _____ Zip _____

Social Sec# _____

Phone (day) _____ (night) _____

Email Address _____

Signature _____

All other owners must sign below:

Name _____ Date _____

Name _____ Date _____

Name _____ Date _____

Accepted by SRLLC:

Name _____ Date _____

Sign and Fax to Snowman Rentals, LLC

at 615-694-5080

Or Mail your signed contract and Check to:

Snowman Rentals, LLC
PO Box 306
Goodlettsville, TN 37070-0306