

OWNER / PROPERTY MANAGEMENT AGREEMENT - IRONMAN Rental

Owner/Lessor Information:

| Name(s) | | | | | |
|--|--------------------------|--------------------------|------------------|----------------|--|
| Mailing Address (Where should we send your statements/checks?) | | | | | |
| Daytime phone | time phone Evening phone | | | | |
| E-mail address | | | | | |
| SSN# or IEN# (for year-end | tax statement purpo | se only) | | | |
| Secondary emergency cont | act – name, cell phon | | | | |
| Vacation Rental Informat | | | | | |
| Style of Home: (house, cond | do, cabin, etc) | L | evels in Home: 1 | 2 3 4 5 | |
| Approx. Sq. Footage | How mar | ıy bedrooms? | How many b | eds? | |
| Quantity and style of beds: | Bedroom #1 | | Bedroom #2 | | |
| Bdrm #3 | Bdrm #4 | Bdrm #5 | | Bdrm #6 | |
| Additional beds (include pu | ll-out sofas, roll-away | [,] beds, etc.) | | | |
| Maximum # of occupants (# | | | | | |
| How many full bathrooms? | How many h | alf bathrooms? | | | |
| Pets allowed? YES or NO | Air condition | ning? YES or NO | Fireplace? Y | ES or NO | |
| Cable TV? YES or NO Wir | eless internet? YES c | or NO Internet pass | word: | | |
| Fenced yard? YES or NO | Deck/patio v | with furniture? YES c | or NO | BBQ? YES or NO | |
| Parking? GARAGE C | AR PORT OFF | -STREET PARKING | OTHER | | |

What can you tell us about your home and location that will make your listing more marketable? (List any special amenities or nearby attractions. Example: hot tub, gourmet kitchen, soaking tub, surround sound system, park nearby, biking or walking trails, etc.)

Where will the key be placed? ______

Entry code / alarm information:

LEGAL CONTRACT AGREEMENT

BY THIS AGREEMENT made and entered into on ______, 20_____, between SEASONS FINE PROPERTY MANAGEMENT, LLC, herein referred to as COMPANY, and

(print full name), herein referred to as OWNER/LESSOR(S).

WITNESSETH in consideration of the mutual promises and covenants herein contained, the LESSOR and COMPANY agree as follows:

ARTICLE I. EXCLUSIVITY AND LISTING PRICE

1. OWNER/LESSOR hereby agrees to employ SEASONS Fine Property Management as his/her exclusive agent for the rental and management of the property. This Agreement may be terminated by either party upon 30 days written notice to the other party. Otherwise, we will continue to post your home for IRONMAN rentals each year.

2. LESSOR represents to the COMPANY as follows: (a) The LESSOR is the sole owner and holder of marketable record title to the following described property, hereinafter referred to as the PREMISES and known and described as:

Street address: ______ City, State, Zip:

3. Listing Price: The average listing price for an IRONMAN rental is \$100 per night per double-occupancy bedroom and \$50-\$75 per night per single occupancy bedroom. We also recommend at least a 4-night minimum stay. However, SEASONS will list your home at any price you desire.

Desired Rental Price : \$_____/night Minimum booking length: ______/night(s)

ARTICLE II. COMPANY'S SERVICES

1. COMPANY will extend every effort to keep the PREMISES rented at the present rental rate, or at the highest rental rate which the PREMISES will produce in the rental market.

2. COMPANY will advertise the availability of the PREMISES for rent.

3. COMPANY will collect rents due or to become due and to give receipts.

4. COMPANY will render a monthly statement to LESSOR providing the following information: leasing fees and/or commissions deducted, and all amounts collected/disbursed. COMPANY agrees to pay to LESSOR: 45 days after rent is collected, the remaining rent minus the commission and any other incidental costs.

Your statement and check will be mailed to the mailing address provided before July 10th. LESSOR initials (_____)

ARTICLE III. COMPANY'S FEES

1. The LESSOR agrees to pay the COMPANY a set-up fee of \$99, which will be deducted from the first IRONMAN rental.

2. The LESSOR agrees to pay the COMPANY a commission of 20% of the rents collected in each calendar month (which shall be deducted from rents collected) on any lease Agreement that is for a term of less than 60 (sixty) days.

Page 2/5 LESSOR initials (_____)

ARTICLE VI. LIABILITY

The LESSOR shall indemnify and hold COMPANY harmless from all damages suits in connection with the management of the PREMISES and from liability from injury suffered by any employee or other person whomsoever, and to carry, at LESSOR'S expense, necessary public liability insurance in such an amount as to be adequate to protect the interests of the parties hereto, which policies shall be so written as to protect the COMPANY in the same manner and to the same extent they protect the LESSOR, and will name the COMPANY as co-insured. The COMPANY also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which it may do or refrain from doing hereinafter, except in cases of willful misconduct or gross negligence.

LESSOR understands that SEASONS is not responsible for any lost or missing items. LESSOR initials (_____)

LESSOR understands that rental properties will undergo a basic wear/tear to carpet, walls, etc. LESSOR initials (_____)

ARTICLE V. OWNER'S RESPONSIBLITIES

1. The LESSOR agrees to pay the COMPANY a c**ommission of 20**% of the rents collected in each calendar month (which shall be deducted from rents collected) on any lease Agreement that is for a term of less than 60 (sixty) days.

2. LESSOR agrees to give COMPANY one set of keys to the primary door(s) of PREMISES in case of an emergency. Also, leave a set of keys in a specific location where the guests can easily locate them upon arrival. Please make sure to tell SEASONS where you are placing the keys (mailbox, under a matt, a lockbox, etc.). We will inform your guests of the location.

3. LESSOR hereby agrees to allow SEASONS to list property on SEASONS website and Craigslist.

4. LESSOR hereby agrees to inform SEASONS immediately in writing if a purchase and sale agreement is entered into, and LESSOR agrees to require a minimum of 60 days from the time of acceptance of an offer to the close of the contract. LESSOR agrees to honor all bookings that are previously secured through the closing date of the contract.

5. LESSOR agrees to prepare the home according to the PREPARATION LIST, as follows on pg. 4 of contract.

6. LESSOR agrees to supply home with SOFT GOODS LIST, as follows on pg. 5 of contract.

PREPARING YOUR HOME FOR IRONMAN RENTALS

Although your home is likely already furnished and decorated, you'll have to find a balance between personal convenience and guest comfort if you begin renting it to travelers.

First, walk through your home and remove any irreplaceable or valuable items. Also, remove as many personal photographs as possible from tables or walls. You can create a lockable closet in your home for storing personal items. The guests for IRONMAN rentals realize you are still residing in the home, so it is not necessary to remove all personal items.

In addition to removing and locking away personal or valuable items, it's also important to add the items that travelers expect to find in a SEASONS vacation rental home. **(See the list of SOFT GOODS below.)**

The Kitchen

Many travelers choose to stay in a vacation rental over a hotel because of the kitchen. A home or condo with a full kitchen gives families yet another place to gather and allows them to save money by not having to eat every meal at a restaurant.

Remove all items from at least one cupboard, and/or create some storage space inside a pantry. Clear out half of the refrigerator and half of the freezer. Please wipe down cleared areas.

The Bedrooms

For each bedroom, remove all personal items from at least two drawers and clear out some space in the closet. Tie ribbons on each empty drawer, or leave the drawers slightly open for guests' arrival. Hang an extra sheet over personal clothing left hanging in closets to separate your things from your guests'.

The Bathrooms

Renters expect the bathrooms to be spotless. Provide at least 2 bath towels, 2 hand towels, and 2 washcloths per guest.

Overall Home

Your home should be deeply cleaned before your guests' arrival. Please call SEASONS if you would like us to pre-clean your home. We will need at least a 72-hour notice. Also, create a list of tips/instructions specific to your home including an Internet password.

Please initial here showing that you agree with these preparations and will ensure they are completed before your IRONMAN rental. LESSOR Initials (_____)

SOFT GOODS LIST

<u>REQUIRED</u> for each Vacation Rental. Our guests are accustomed to a higher standard of service, which is why the items below are required of all SEASONS vacation rental homes. Happy guests will rent your home again.

| [] Paper towels (one per rental) | [] Laundry detergent |
|---------------------------------------|-----------------------|
| [] Dish soap | [] Disinfectant spray |
| []Dishwasher soap | [] Salt and pepper |
| [] Sponge/dish cloth (one per rental) | [] Coffee filters |
| [] Tissue/Kleenex (one per bathroom) | [] Trash bags |
| []Toilet paper | |

[] Liquid hand soap (one per bathroom)

[] Optional goods: air freshener, fabric softener, all-purpose cleaning spray, carpet cleaner, tin foil, plastic bags, etc.

ARTICLE VI. All rights, remedies and liabilities herein given to or imposed upon any of the parties hereto shall extend to and bind their heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

Please <u>SIGN AND DATE</u> to acknowledge an understanding of and agreement with this contract.

| LESSOR (Owner) | |
|-----------------|--|
| LESSOR (Owner) | |
| SEASONS OFFICER | |
| Date: | |

Additional terms, conditions or special requirements:

Please complete contract with required initials and signatures, initial the bottom of each page (5 total), and return via mail or email.

Mailing address: 6040 N. Government Way, Suite #304, Coeur d'Alene, ID 83815

Email: seasonsfpm@gmail.com

Phone: 208.762.6770

Thank you,

Seasons