



Property Management Agreement

I. Parties

This agreement is between (*your name*) _____, (Owner), and **Dyer Property Services, Ilc, doing business as Sunset Resort Rentals**, (Manager). Both parties enter into this agreement for property management services provided by Manager for the properties owned by Owner listed below.

II. Property to Be Managed

(*Name and address of properties to manage under this agreement*)

_____, (Property).

III. Dates/Term

Manager will begin work on _____, 20____. This agreement is for a term of 90 days. The Owner or Manager may cancel this agreement at anytime with a written 90 day advance notice. Both parties agree, however, to give the other additional advance notice if possible. Should this agreement be terminated by the Owner within the first 90 days, or without a 90 day advanced written notice, the Owner agrees to pay a penalty of \$15/day for each day of premature cancellation. Also, should this agreement be terminated, all rental contracts pending will be considered the property of the Manager. Fees and costs due at the time of termination of the agreement will remain in effect and be due to the other party at the time of termination.

IV. Responsibilities

The Owner hereby assigns the Manager as agent to handle the following responsibilities

A. Leasing Units

1. Advertise rentals
2. Answer phone inquiries about vacation rentals
3. Accept vacation rental applications
4. Select tenants
5. Accept initial rents and deposits
6. Negotiate vacation rental leases
7. Maintain property checklist records
8. Give required disclosure forms (Vacation Rental Policies)
9. Offer residents optional upgrades and payment plans

B. Property Turnover

1. Inspect unit upon tenant move-out
2. Supervise general cleaning of unit upon tenant move-out
3. Supervise cleaning of floors, carpets and rugs at Owner's discretion and expense
4. Paint walls, baseboards, ceilings, lights and built-in shelves at Owner's request and expense
5. Order the cleaning of kitchen cabinets, countertops, sinks, stove, oven and refrigerator
6. Order the cleaning of bathtubs, showers, toilets and plumbing fixtures
7. Order the repair of doors, windows, window coverings, and mini-blinds at Owner's discretion and expense



C. Rent Collection

1. Collect vacation rents when due
2. Send rent receipts
3. Maintain rent-collection records
4. Collect Security Deposits and Charges

Mail Monthly Itemized statement and payment to Owner

D. Maintenance

1. Conduct annual interior inspections
2. Provide report of maintenance, repairs, and utility expenses to Owner when necessary
3. Give rental violation notices when applicable
4. Order the cleaning of hallways and entryways and other common areas
5. Replace light bulbs in common areas

E. Repairs (arranging for repairs for the following issues)

1. Accept tenant complaints and repair requests
2. Inform Owner of maintenance and repair needs
3. Categorize and maintain written log of tenant complaints
4. Plumbing stoppages, at Owner's discretion and expense
- 5.
6. Garbage disposal stoppages/repairs at Owner's discretion and expense
7. Faucet leaks/washer replacement at Owner's discretion and expense
8. Toilet repairs at Owner's discretion and expense
9. Stove burners/hinges/knobs repair or replacement at Owner's discretion and expense
10. Appliance repair at Owner's discretion and expense
11. Light switch and outlet repair/replacement at Owner's discretion and expense
12. Heater thermostat repair at Owner's discretion and expense
13. Window repair/replacement at Owner's discretion and expense
14. Painting (interior) at Owner's discretion and expense
15. Key replacement at Owner's discretion and expense
16. Handle all other routine maintenance and repairs at Owner's discretion and expense
17. Coordinate repairs with contractors if needed

F. Other Responsibilities

1. Provide his/her phone number to tenants as an emergency contact number. Within reason, Manager or Manager's staff should be able to respond at any time to an emergency
2. Submit weekly/monthly time sheets to Owner detailing activities, materials purchased and receipts if applicable and requested
3. Manager will keep the following day(s) and times available for routine maintenance:
Yearly, fall



V. Hours and Schedule

1. Manager will be typically be available to Tenants by phone or email from 9am to 9pm weekdays.
2. Hours may flex on Weekends and Holidays

VI. Salary/Payment

A. Manager will be paid:

1. Management Fee percentage of base rental income - 28%

B. Manger will be paid in the following manner:

1. Reservations and payments are received in advance from the Tenant.

Rental income is processed according to the checkout date of each rental. The base rent collected from the Tenant (the amount collected without cleaning fees, taxes, or other fees) will be multiplied by the management fee percentage. This amount, along with any other applicable fees or expenses incurred will be withheld, and the Owner shall receive the remaining balance in the form of a monthly check or direct deposit. This payment will be processed as soon as possible following the last day of the month. These figures and dates are available on the Owner's yearly and monthly statements, which will be readily available to the Owner.

VII HOLD HARMLESS CLAUSE:

- A. It is understood that the Owner shall carry personal liability and short-term Rental Insurance for the property in the minimum amount of \$100,000/\$300,000, a copy of which shall be furnished by OWNER to Dyer Property Services, LLC., and the Owner is strongly encouraged to also carry an umbrella policy extending coverage to \$1,000,000. The Owner agrees to indemnify and hold harmless the following entities and persons from and against all claims, demands, loss, liability of any kind and character, including cost of defense, arising out of or in any way connected with the tenant's use of the property in the event tenants or guests suffer personal or physical injury, illness, or death or property loss or damage:

- o Dyer Property Services, LLC.
- o Sunset Resort Rentals
- o Robert M Dyer Jr.
- o Stacy M Dyer

VIII TERMS & GUIDELINES:

- A. A one-time, non-refundable, initial startup fee of \$200 is due with the submission of this agreement.
- B. The property will be managed with a personal touch, with a goal to leave no vacancies throughout the busy seasons although this is not a guarantee.
- C. During Busy and Peak Seasons, Management will make all attempts to mandate a Saturday-to-Saturday rental schedule so as to maximize Tenants and income.
- D. Should the Owner use the property during seasons of high demand, the Owner agrees to make every attempt to maintain a Saturday-to-Saturday schedule.
- E. It is necessary that Management reserve the right to adjust prices and run "specials" as needed to draw in Tenants
- F. Management will receive 27.5% of the base income (before cleaning fees and taxes are applied)
- G. The Owner will receive 72.5% of the base income (before cleaning fees and taxes are applied)
- H. The Owner agrees to lease linens from the Manager for a total of \$200.00 per year, prorated to 12 equal monthly payments. This lease may be deducted from the Owner's monthly statement.



- I. If "Beach Service" (beach chairs and umbrellas) is offered at the location of this property, then the Manager reserves the right to purchase this service (typically one set only) and offer it as part of the rental package to the Tenant. Should this service be purchased for this property, the Manager agrees to pay 25% of the cost, and the Owner agrees to pay 75% of the cost. This cost is will be prorated annually to 12 equal monthly payments and deducted from the Owner's net earnings.
- J. The Manager will manage the cleaning and maintenance on the condo. Cleaning fees will be charged to the Tenant in addition to their rental rates. Management will then distribute fees to the cleaning companies. The Manager will designate the cleaning company or contractor.
- K. The Manager will be responsible for providing linens, towels, soaps, and trash bags.
- L. Maintenance will be handled on a case-by-case basis. A reasonable attempt will be made to contact the Owner before any maintenance decisions are made.
- M. The Owner agrees that this managed property and all components must remain in operational condition, and that any broken and/or worn components of the property should and must be rectified at the earliest possible opportunity. Should the property or components within remain in a non-operational condition for an extended period, then the Manager reserves the right to repair the said component and/or relocate future guests to another property.
- N. Any maintenance fees incurred by the Manager will be deducted from the Owner's monthly net income. If the monthly net income is not sufficient to cover fees due to the Manager, then the Owner may be billed by invoice for the balance.
- O. In the event that a mechanical or other physical failure occur while this property is occupied, a reasonable attempt will be made by the Manager to rectify the situation in as timely of a manner as possible, with the goal being to provide reasonable and comfortable conditions for the tenants during their stay. Any costs incurred by the Manager while rectifying mechanical or physical failures will be billed to the Owner or deducted from the Owner's monthly statement.
- P. In the event that an occupant of this property is in need of relocation due to property sale or untenable conditions, whether caused by mechanical failure and/or physical conditions within the property or within the resort, whether preventable or unpreventable, and after a reasonable attempt(s) to rectify the situation in a timely manner has failed, the Manager will make a reasonable attempt to relocate the occupant to a similar and/or compatible facility. In such a case, the collected money for the particular order will remain allotted to the appropriate parties (cleaning fees, taxes, and management fees will remain as they were). The tenant will receive no refund if a relocation is successful, and the Owner will receive the allotted collected money for the rental. All costs of relocation will be billed to the Owner or deducted from the Owner's monthly statement.
- Q. The Manager will collect a security deposit from all Tenants. This deposit is usually \$250-\$500 and is returned to the Tenant if there are no damages or missing items. If there are damages, then the cost of repairs is deducted from the security deposit and used for repairs. Damages that amount to more than the security deposit will be billed to the Tenant. If the Owner has fronted any funds toward these repairs, then the security deposit will be forwarded to the Owner up to the either the collective amount of damages or the total amount of security deposit collected, whichever is less. (*The Tenant's Current Credit Card information kept on file may serve as their security deposit*).
- R. A method of entry will be necessary. The present door knob may be replaced with a keyless entry doorknob that requires a combination. This combination will be given to the tenant prior to arrival, and will be used during their stay. This combination may be changed by the Manager during the period of management. The Owner and the Manager will both have the current door code at all times. Should the contract end between the Owner and the Manager cease, then the Manager reserves the right to remove the said doorknob and replace it with the original one.
- S. The Manager will collect all payments, and can accept credit cards as well as other types of payments. The Owner will not be assessed for said credit card fees.
- T. The Owner will receive a monthly itemized statement with his/her net income check.
- U. The Manager is required by law, and reserves the right to collect from the Tenant and remit to the appropriate entities, State and County Sales tax, (tourist tax). Should the Owner rent this property for currency or trade, the Owner is responsible for collecting and remitting sales tax to the appropriate entities.



- V. Should the Owner's account carry a negative balance on December 31 of any year, the Owner will be billed for that amount and agrees to pay the balance in full.
- W. Policies and fees mentioned in this agreement are subject to change. Should a change in policy or fee occur, the Manager agrees to provide advance written notice of the change.
- X. Either party reserves the right to cancel this agreement at any time with a written 90 day advance notice. Any future reservations beyond the cancellation date belong exclusively to the Manager, and may be relocated to other properties.
- Y. Should this management relationship cease, any fees or costs due to the Manager must be paid at time of cancellation.

IX OWNER USAGE

- A. The Property may be used by the Owner or the Owner's Immediate Family for an unlimited amount of time with the following guidelines.
 - 1. Any guest of the Owner who is not of immediate family status must be referred to Sunset Resort Rentals Reservation Center for booking, and will be considered an Owner Referral (see Owner Referral).
- B. If the Owner desires to occupy the unit, he/she should check availability and make every effort to honor previous reservations.
- C. The Owner should make every attempt to give as much notice as possible when he/she desires to reserve the unit for personal use.
- D. The Owner agrees to be cognizant of the Saturday-to-Saturday rental schedule during Spring Break and Summer Seasons.
- E. The Owner is cognizant of the seasons, allowing the Manager ample and reasonable usage during Spring Break and Summer Seasons.
- F. Should the Owner occupy the unit, fees for cleaning the unit upon checkout will apply and will be deducted from the Owner's statement for that particular month.

X OWNER REFERRAL

- A. The Owner's distant Family, Friends, and Associates, Acquaintances, etc., may occupy the property for an unlimited amount of time.
- B. Any party/guest of the Owner who is not of Immediate Family will be referred to as an Owner Referral.
- C. The Owner agrees to be cognizant of the Saturday-to-Saturday rental schedule during Spring Break and Summer Seasons.
- D. Sunset Resort Rentals will be notified of the Owner Referral's name and contact information.
- E. The Owner may either accept full payment directly from the Owner Referral, or refer the customer to the Sunset Resort Rentals Reservation Center for processing.
 - 1. Should the Owner Referral be referred to Sunset Resort Rentals for processing, all prices, fees, and taxes will be set by Sunset Resort Rentals.
 - 2. Should the Owner Referral be referred to Sunset Resort Rentals for processing, all policies, including deposits and cancellations, will be enforced.
- F. The Management Fee for all Owner Referrals will be 15% of the advertised rate for the given property in lieu of the normal Management Fee.
 - 1. Management Fees for Owner Referrals are based on the Rental Rate as advertised on the Manager's Website with the following exception:
 - a) Advertised Rental Rates may be discounted due to approaching availabilities, in which case the Management Fee for the Owner Referral will be based on the discounted rate.
- G. Fees for cleaning and maintaining the property will not be discounted, and will be applied upon checkout of the Owner Referral and deducted from the Owner's statement for that particular month.



X PROPERTY FOR SALE

- A. If at any time during this agreement, a property which is managed by the Manager becomes officially available for purchase, the agreement between Owner and Manager will be adjusted as follows:
1. The Owner agrees to notify the Manager immediately upon the status change should he/she list this property for sale.
 2. The Owner understands that the property may only be shown to potential buyers at times when this particular property is not occupied by a paying tenant.
 - a) Should the Owner choose to list the property for sale with the agent associated with and recommended by Dyer Property Services, llc, the property may be shown while occupied by a paying tenant, only if the potential buyer and/or his/her agent is accompanied by the selling agent.
 3. The Owner agrees to provide a 90 day written notice to remove the Property from the Sunset Resort Rentals management program.
 - a) This agreement bridges the sale of this property, and will be affective on the date written notice is received from either party, and will terminate on the 90th day following receipt of the written notice of termination of the management agreement.
 - b) Both the Seller and the Buyer are required to abide by the termination notice, providing Sunset Resort Rentals 90 written notice of management termination.
 - c) Effective on the closing date of sale of the Property, all proceeds from rentals and management will be forwarded to the Buyer, (New Owner).
- B. The original Owner of this Property (Seller) agrees to fully disclose this agreement to any prospective buyer, and have them sign the "Addendum to Contract, Sale of Property" form provided by Sunset Resort Rentals as a part of the sales and purchase contract.

XI STORM PROTECTION

- A. Storms are sometimes unpredictable. Storm intensity, traffic patterns, county and/or state mandates, etc., may affect the Manager's ability to offer assistance.
- B. The Manager will make an effort and attempt to safeguard the property from storm damage, including but not limited to:
1. Closing and securing storm shutters
 2. Moving or grouping the patio furniture to as safe of an area as possible
 3. Providing information for tenants regarding the safety procedures during a storm
- C. Although an attempt may be offered to perform the above tasks, The Manager will not be responsible for any damages caused by storms, floods, or other acts of nature, regardless of extent, cause, or nature of the damage.
- D. In the case of an environmental event, the Manager will may make an effort to operate and secure storm shutter; however, the Manager will not be liable for any damages to the storm shutters or the associated Property for any reason. The Manager will attempt to operate the shutters periodically throughout the year; however, the Manager will not be responsible for any operational failure of storm shutters, whether before, during, or after a storm.
- E. It is the Owner's sole responsibility to maintain storm shutters, if applicable, including, but not limited to:
1. Lubrication of the track and hinges
 2. Operation and lubrication of the locking mechanism
 3. Integrity of the fasteners
 4. Inspections and scheduling of maintenance



XI CHECKLIST

When submitting, please include the following:

- All pages of this document initialed
- All Highlighted area completed
- Sign the agreement
- Include a copy of Owners photo ID (sensitive information may be covered - ex: SSN, DOB)
- Include proof of Ownership
 - Example: a utility bill in for the property listed in this agreement
- Include a copy of liability insurance policy on the property listed in this agreement
- Include a check made out to Sunset Resort Rentals in the amount of \$200.00.
- Include a cancelled check if you wish to receive direct deposit of funds
- Complete the following Property Information

Number of Bedrooms	
Sleeps how many?	
Approximate Square Footage	
Private Balcony (Yes/No)	
Beach View (Direct/Angle/Walk/Drive)	
Pool (Yes/No)	
Property Phone Number (N/A if no phone)	
Hot Tub (Yes/No)	
Onsite Tennis (Yes/No)	
Covered Parking available to Guests (Yes/No)	
Onsite Gym Available to Guests (Yes/No)	
Year of Construction (age of property)	
You can see my property online at:	http://www.
Any other information that is unique to your property.	

Mail the completed form and contents to:

Sunset Resort Rentals - attn: Bob Dyer
57 Wards Creek Lane
Dallas, GA 30132