

Mitchell Guyer RS- 87253: ISLAND GETAWAYS PROPERTY MANAGEMENT

Management Agreement

THIS AGREEMENT, dated this _____ day of _____, 20 __, by and between _____ (herein after referred to as ("OWNER") whose address is _____ and whose telephone # is _____ and whose Social Security (OR Federal Tax ID) Number is _____, and Mitchell Guyer (Realtor-Salesperson) dba Island Getaways Property Management, hereinafter referred to as ("RENTAL AGENT"), whose cell/text number is 808-740-5633.

Whereas, **OWNER** is desirous of appointing **RENTAL AGENT** as the **OWNER's** exclusive agent for the purposes of renting their apartment/condo/house/property at _____, and the **RENTAL AGENT** is desirous of accepting such an appointment in consideration of the mutual promises listed below.

OWNER agrees to procure and maintain a General Excise Tax License and a Transient Accommodations Tax License from the State of Hawaii Tax Division so as to engage in the business of renting the condo/property. **OWNER** will also need to fill out a BB-1 Form at the same office to create their business. **OWNER** shall report and pay these (2) two taxes in a timely manner. **OWNER** will provide the **RENTAL AGENT** with a U.S. Federal Tax Identification Number or Social Security Number for reporting purposes. If requested by **RENTAL AGENT**, **OWNER** must provide an original tax certificate.

HAWAII GENERAL EXCISE TAX (GET) AND TRANSIENT ACCOMMODATIONS TAX (TAT) MUST BE PAID ON THE GROSS RENTS COLLECTED BY ANY PERSON(S) RENTING TRANSIENT ACCOMMODATIONS IN THE STATE OF HAWAII. A COPY OF THE FIRST PAGE OF THIS AGREEMENT, OR FEDERAL INTERNAL REVENUE SERVICE FORM 1099 STATING THE AMOUNTS OF RENTS COLLECTED, SHALL BE FILED WITH THE STATE OF HAWAII DEPARTMENT OF TAXATION. The OWNER is solely responsible for filing all required forms and paying all General Excise and Transient Accommodations Taxes on or before scheduled due dates.

General Excise Tax / Transient Accommodations Tax ID# _____

The **OWNER** and **RENTAL AGENT** agree to the following:

1. **OWNER** holds vested title to the property or is a co-owner with the authority to enter into this agreement on behalf of all other vested owners.
2. **OWNER** hereby appoints **RENTAL AGENT**, as its sole agent for the purpose of renting the property below, for the purpose of vacation rental use, for a term commencing on the date noted above for a period of twentyfour (24) months from the date the contract is executed. Contract shall automatically be renewed for successive one (1) year term(s) thereafter unless and until terminated. This agreement may be terminated by either party at any time for any reason with written notice. The termination is in effect on the

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ninety-first (91st) day after receipt of written notice by OWNER or RENTAL AGENT and with the understanding and agreement between both parties that any reservation(s) extending beyond that ninety (90) day period that is unable to be transferred to other similar accommodations within the RENTAL AGENT's program must be honored by unit OWNER under the terms outlined within this agreement. In the event that either party elects to terminate this agreement, it is agreed that the RENTAL AGENT shall be compensated on or before the 91st day for ALL confirmed reservations booked which extend beyond the effective date of such termination. RENTAL AGENT may elect to move such confirmed reservations to a different condo without any compensation to the OWNER. RENTAL AGENT may elect to cancel this contract immediately if OWNER is more than 45 days late on any payments due to the RENTAL AGENT. Balances owed are due upon receipt of Owner's Monthly Statement. If OWNER cancels this agreement, they will still be liable for all RENTAL AGENT's commissions on all prior confirmed reservations that cannot be transferred to other similar accommodations within the RENTAL AGENT's rental inventory. Payment in full must be received by RENTAL AGENT on or before 91st day.

3. In the event of termination or if the property is sold, the BUYER/“NEW OWNER” shall honor all Reservations previously confirmed by the RENTAL AGENT. CURRENT OWNER shall disclose this requirement to the BUYER as part of the Purchase Agreement along with any other pertinent documentation related to the sale of the unit.
4. Should OWNER sell their condo, OWNER must make clear (in writing) to the BUYER/“NEW OWNER” that they must honor all confirmed reservations set to take place after the closing date. BUYER/“NEW OWNER” will be liable for all uncollected or due commissions to RENTAL AGENT in an amount equal to twenty percent (20%) of all gross income generated for all previously booked reservations as set forth in this contract.
5. OWNER hereby grants to the RENTAL AGENT the sole authority to rent the condo provided that the OWNER retains the right to use the condo and to reserve the condo for the use of the OWNER or his (her) immediate family and/or friends during periods when RENTAL AGENT does not have a previously booked reservation.
6. OWNER agrees to pay all associated cleaning costs after his (her) or immediate family and/or friends' occupancies. In the event of a conflict with a previously booked reservation, RENTAL AGENT shall use its best efforts to transfer the prospective tenant to another condo in the same building or complex. If such a transfer cannot be accomplished, the previously booked reservation will be honored.
7. RENTAL AGENT shall use diligence in the rental management of the unit and promote and market the unit as a vacation rental for rent through RENTAL AGENT'S best efforts to rent the condo at all times and to rent it to desirable tenants.
8. RENTAL AGENT shall evaluate the unit based on visitor industry standards and guest expectations and report to OWNER including recommendations for repairs and renovations needed to maintain the unit. (This does not relieve the OWNER of his/her responsibility to maintain the unit in good and safe condition nor imply the RENTAL AGENT is required to know about the working condition of all aspects of the unit).

9. OWNER shall be liable for any damage to or the loss of property. RENTAL AGENT shall not be liable to reimburse OWNER for any damage or loss to the property.
GUESS [sic] ON Airbnb pay a \$300 SECURITY DEPOSIT to cover damages.
10. RENTAL AGENT shall have the authority and exclusive rights to negotiate rentals on a daily, weekly, or monthly basis with existing and prospective clients. Rents shall be reviewed and determined from time to time by the RENTAL AGENT in cooperation with the OWNER and will be based on rents received for comparable properties available in the local vacation rental market. Rates may vary greatly due to weather, season, length of stay, availability, holidays, days of the week, number of occupants, etc.
11. OWNER agrees to keep an insurance policy on the condo/property that will cover the contents (minimum \$30,000) and liability (minimum \$500,000). OWNER shall name Mitchell Guyer, dba Island Getaways Property Management, and its owners, agents, and employees as "Additional Insured". Furthermore, the OWNER agrees to procure and maintain a sufficient (as required by AOAO) OWNER/LANDLORD/TENANT liability and rental property insurance policy with a company authorized to do business in the State of Hawaii and specifically name Mitchell Guyer, dba Island Getaways Property Management, and its owners, agents, and employees as "Additional Insured." A certificate of Insurance shall be forwarded to Mitchell Guyer, dba Island Getaways Property Management, upon request.
12. OWNER acknowledges that the use of their condo as a Vacation Rental may have much higher wear and tear than normal, long-term rentals and that they may be required to provide extra maintenance and replace normal items (sheets, towels, appliances, etc.) and/or furnishings faster than normally expected.
13. OWNER agrees to allow agent to let travel agent or other influential individuals in the travel or marketing industry to have use of the unit, when unit would otherwise be vacant, on a complimentary basis, at no charge for (2) to (4) nights annually. Cleaning fee to be paid by influential individual.
14. OWNER agrees to purchase an electronic keypad lock and pay for installation and to make two sets of keys for use by the RENTAL AGENT.
15. Doug Corbin currently handles all maintenance type items at condos that don't require a licensed electrician or licensed plumber. Doug charges \$40/hr. His contact information is shakadoug@gmail.com and 808-250-1234.
16. OWNER agrees to notify RENTAL AGENT prior to authorizing access to the unit to anyone.
17. OWNER understands and agrees that RENTAL AGENT neither warrants nor guarantees the income or occupancy levels to be provided under the terms of the agreement.
If a prospective guest is dissatisfied with the unit, the RENTAL AGENT shall relocate the guest to a similar rental if a comparable alternative exists.
18. RENTAL AGENT shall distribute rental reservations equally among all condos for which a rental agreement exists.
19. If the prospective guest is referred to the RENTAL AGENT by the OWNER, RENTAL AGENT shall rent the OWNER'S property if such prospective tenant had no otherwise previously booked reservation.

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20. OWNER agrees to pay RENTAL AGENT an on-line property listing start-up fee in the amount of EITHER \$800 or \$1800 depending upon the package chosen (Check one box on the attached form). Fee includes: photography, shopping for all household inventory, shopping for all linens, and miscellaneous item purchases, cleaning and set-up coordination.
21. RENTAL AGENT shall ensure that ALL RENTS will be directly deposited into the OWNER'S bank account within 5 business days of the guest's arrival.
22. OWNER shall expect to receive a \$150 fee for any check returned "non-sufficient funds." In any instance will be projected at over \$300 for a one month rental be made by the RENTAL AGENT without the OWNER'S verbal or written consent.
23. In case of emergency (i.e. fire, flood, electrical, or plumbing problems, etc.), the OWNER agrees to allow the RENTAL AGENT to act on the OWNER'S behalf with regard to vital action in order to eliminate potential expenses and liabilities.
24. OWNER shall pay the RENTAL AGENT on a monthly basis, within 10 days of receiving Owner's statement, unless the rental continues 15 days or less into the next month, in which case, the RENTAL AGENT shall send at the departure date.
25. RENTAL AGENT shall retain a monthly statement of the OWNER'S property itemized for all items. RENTAL AGENT itemizes used for purchases and listing, including costs and tax receipts or paid invoices. A copy will be on file for OWNER'S review upon request.
26. Possible areas of use for charges include: carpet shampooing, deep cleaning, dry cleaning, pest control, and general maintenance/repair of the condo or the OWNER'S complex, to be performed before and immediately after occupancy (if applicable) of the condo at the OWNER'S expense.
27. RENTAL AGENT is authorized to offer promotional discounts from time to time to encourage the occupancy of the property; specifically when there is a cancellation and/or gaps of three days or less in between bookings.
28. RENTAL AGENT shall contract for and supervise all deep cleaning, dry cleaning, maintenance, pest control, and conditions of the condo requiring OWNER'S attention.
29. RENTAL AGENT shall handle all guest communications, check-ins, check-outs, marketing, guest requests, shopping for supplies for the unit, bookkeeping services, and on-site inspections (both preceding and following each occupancy).
30. RENTAL AGENT shall provide guests with departure cleaning services, paid by the cleaning fees collected from the guest, on each reservation.
31. For Vacation Rental Services, RENTAL AGENT shall be entitled to receive from OWNER compensation in an amount equal to twenty percent (20%) of ALL GROSS income collected from guests on reservations for the property.
32. The OWNER agrees to keep current and pay for the following expenses: mortgage payments, property taxes, GET and TAT, condo fees, assessments, electric, telephone, internet, basic cable, insurance, maintenance and cleaning fees, appliances, furniture, and all of the contents of each property including linens, kitchenware, etc. This contract may be subject to immediate cancellation by the RENTAL AGENT if the OWNER does not keep expenses current.

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33. The OWNER agrees that the RENTAL AGENT and its owners, agents, and employees shall not be sued or be held liable for any claim for loss or injury to any person or property located in the unit or on the property, and OWNER shall hold RENTAL AGENT and its owners, agents, and employees harmless and indemnify RENTAL AGENT and its owners, agents and employees for any claim, damage, loss to the property, or liability caused by the RENTAL AGENT'S bookings. The OWNER agrees that RENTAL AGENT and its owners, agents and employees shall not be liable for claims of those performing services or repairs to the real or personal property, subject to the agreement. The OWNER agrees that RENTAL AGENT and its owners, agents and employees shall not be held liable in the event of insolvency or failure of a financial institution where funds are on deposit pursuant to this agreement. The OWNER agrees that RENTAL AGENT and its owners, agents and employees shall not be held liable for any non-payment of monies due from a reservation for OWNER'S unit. The OWNER hereby indemnifies RENTAL AGENT and its owners, agents and employees from ANY liability, loss, damage, cost or expense, including attorney fees and judgments arising from injury to person or property, sustained by anyone in connection with the unit.
34. No Commission shall be paid to RENTAL AGENT for occupancy of condo by the OWNER and/or the OWNER'S immediate family for up to 60 calendar days per year. After 60 days of use, a \$30 fee (per day) will be assessed. In addition to the OWNER'S annual use days, Owner can also offer a complimentary stay to rental guests that are either OWNERS' friends and/or other relatives of OWNER (which are not in the immediate family), for up to 21 complimentary days per calendar year with no commission paid to RENTAL AGENT. The commission due to RENTAL AGENT will then be billed at the current rate; thereafter, if this use exceeds 21 complimentary days per calendar year.
35. If RENTAL AGENT inherits bookings from a previous rental agent due to OWNER transferring property management companies, the new RENTAL AGENT shall be entitled to receive from OWNER compensation in an amount equal to twenty percent (20%) of ALL GROSS income on previously arranged bookings from prior property management company that new RENTAL AGENT will now handle.
36. The validity of this contract and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Hawaii.
37. This seven (7) page agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings or written or oral agreements between the parties regarding the subject matter of this agreement.

KINDLY INITIAL THE BOTTOM RIGHT CORNER OF ALL 7 PAGES OF THIS CONTRACT AND RETURN TO ME AT YOUR EARLIEST CONVENIENCE

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In Witness Whereof: the parties hereto have executed this seven (7) PAGE Rental Agreement on the _____ day of _____, 20_____, as set forth above.

Mitchell Guyer RS- 87253
dba Island Getaways Property Management

Owner _____

Date _____

Owner _____

Date _____

General Excise Tax / Transient Accommodations Tax ID#: _____

Start Date: _____

Address of Vacation Property: _____

Complex Name: _____

Unit #: _____

Unit Telephone #: _____

Owner's Name: _____

Owner's Cellular Phone: _____

Owner's Home Phone: _____

Owner's Residence Address: _____

Schlage Keyless Entry (Master Programming Code #): _____

Owner's Email Address: _____

Other Contact Person and Phone #: _____

Rental Income to be Paid to: _____

Bank Name for all Direct Deposits: _____

Account Number: _____ Check Type of Account: Savings [] Checking []

Bank Routing Number: _____

Bank Mailing Address: _____

Birthdate and Birth Year of Person Rental Income is Being Paid to: _____

Please submit ENTIRE Agreement to Mitchell Guyer. The one time \$800 or \$1800 Property Set Up Fee Package as explained in #20, will be billed on your first timecard, which will be emailed to you at the end of the month. You can also choose to pay this one time fee in advance by submitting your check for the appropriate package when you return this signed agreement.

** If vacation property involves any remodeling or redecorating or if large furniture items need to be purchased and/or replaced prior to occupancy and the **OWNER** prefers that the **RENTAL AGENT** handle this, the one-time **Property Set Up Fee** will be greater.

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Mitchell Guyer RS- 87253: ISLAND GETAWAYS PROPERTY MANAGEMENT

Property Set Up Options

The one time \$800 or \$1800 Property Set Up Fee Packages as explained in #19, will be billed on your first timecard, which will be emailed to you at the end of the month. You can also choose to pay this one time fee in advance by submitting your check for the appropriate package when you return this signed contract.

Option 1: \$800 Start Up fee

- Listing property on Airbnb, Vrbo, and www.islandgetawayshub.com, within 2 weeks
- Stocking unit with all essential cleaning supplies, toiletries, linens, and basic kitchen, bathroom, livingroom, and beach supplies.
- If not done already, applying labels around the unit (by laundry, front door, and kitchen) to instruct guests on how to use appliances appropriately, where items belong in the unit, wifi instructions, etc.
- Providing a binder with all unit/complex information.

Option 2: \$1800 Start Up Fee

- Listing property on Airbnb, Vrbo, and www.islandgetawayshub.com, within 2 weeks
- Stocking unit with all essential cleaning supplies, toiletries, linens, and basic kitchen, bathroom, livingroom, and beach supplies.
- If not done already, applying labels around the unit (by laundry, front door, and kitchen) to instruct guests on how to use appliances appropriately, where items belong in the unit, wifi instructions, etc.
- Providing a binder with all unit/complex information.
- Hiring a photographer to take photos of the unit and complex, which will be used on the new listing for the unit.
- Purchasing, delivering, and setting up extra decorations and small furniture, upon the OWNER's request.

** If vacation property involves any remodeling or redecorating or if large furniture items need to be purchased and/or replaced prior to occupancy and the **OWNER** prefers that the **RENTAL AGENT** handle this, the one-time **Property Set Up Fee** will be greater. In the case that the Owner chooses the \$800 start up option, and the condo unit is fully stocked and ready for guests immediately, the RENTAL AGENT may agree to lower the start up fee.

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