

# Northwest Beach Vacation Rentals

(Murlene Sprenkel dba)

Mailing Address: Post Office Box 194, Netarts, Oregon 97143

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## VACATION RENTAL MANAGEMENT AGREEMENT

This Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_ between \_\_\_\_\_, (hereinafter referred to both individually and collectively as "the Owner") and **Murlene Sprenkel** dba Northwest Beach Vacation Rentals located at Mailing: PO Box 194, Netarts, OR 97143 (hereinafter referred to as "the Manager"). The Owner agrees to exclusively use the services provided by the Manager to manage the vacation rental property located at: \_\_\_\_\_ Oregon (hereinafter referred to as "the Property").

The Owner agrees not to compete with the business of the Manager by offering others use of the Property for compensation during the time that this Agreement is in effect. This does not refer to the Owner using the Property for their own enjoyment or the uncompensated enjoyment of friends and family. All paying short-term tenants<sup>[1]</sup> (hereinafter referred to as "Guests") shall be referred to the Manager for booking their reservations.

**Responsibilities of the Manager:** The Owner hereby grants the Manager Limited Power of Attorney, as their sole agent and representative, with the express authority to fulfill the terms of this Agreement; including, but not limited to, the following duties:

1. **Collect all rents and deposits due** from Guests renting the Property, as they become due, depositing said amounts into the Manager's business checking account and rendering to the Owners a monthly accounting of rents received and expenses paid out. At the time of each monthly accounting, mailed no later than the 15th of each month, the Manager shall also remit to the Owner all net monies collected, less expenses paid out (i.e., for supplies) and the Manager's fees. The Manager shall collect from the Guests and report and pay to the State (or local government) any taxes levied upon vacation rental properties by that jurisdiction.
2. **Cleaning or scheduling independent cleaning contractors** to clean the home, so that all homes are cleaned in time for the next Guest to arrive, after the prior Guests have departed (fee paid by Guests). After a clean but before the next guest arrives (when rented by Guests), check the quality of the cleaning job done by any independent cleaning contractors and keep records of each check.
3. **Schedule, or perform, all cleaning and agreed-upon general maintenance to the Property**, at the Owner's sole expense (with the exception of cleaning fees paid by the Guests), by hiring and paying all cleaning contractors. Any cleaning contractor hired to work on the Property shall be deemed to be independent contractors and shall not be in any way be considered an employee of either the Manager or the Owner. Such contractors shall be responsible for their own insurance and state, federal and local taxes, if any. Manager may negotiate contracts in the name of the Owner for after Guest cleans,

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<sup>[1]</sup> Short-term tenants are persons whose stay at the Property does not exceed thirty (30) consecutive days.

window cleaning, deep cleaning, and other cleaning services that the Manager deems advisable. Manager shall not spend more than \$200 (unless in an emergency) without Owner's written approval (email preferred).

4. As needed, **change lockbox code** (notify the Owner) and notify all alternate emergency contacts and independent cleaning contractors of the new code. At the same time, check (and replace, if necessary) in each home all smoke alarm batteries, remote control batteries, light bulbs in all fixtures and lamps (including exterior entries) and check each home for any work needing to be done or items needing replacement and obtain permission from the Owner for the work or replacement to be done.
5. **Perform a deep clean** of the home between January and February (**at the expense of the Owner**, not to exceed the flat fee that Guests pay). Such cleans shall consist of: clearing cobwebs, washing interior windows, dusting, washing light fixtures, cleaning appliances, inspecting items for damage and replacing light bulbs, flashlight batteries, remote control batteries and smoke detector batteries as needed.
6. From September 10 through May 31, **check the home for needed work** or items needing replacement and obtain permission from the Owner for the work or replacement to be done at owner's expense.
7. **Maintain a house binder** (which includes photos of how each room should look, information specific to the home, all company policies and procedures, local menus, a map of the area and local emergency services, blank cleaning checklists & all standard postings) **and a lockbox with spare sets of keys**.
8. **Be "on-call" for the emergencies of Guests** presently staying in the home or provide an alternate emergency contact who will be responsible for handling any such **emergencies**, who knows how to drive to each home and who is responsible to troubleshoot potential problems, such as lock-outs or failures to check-out on time.
9. **Advertise the Property for rent as the Manager deems appropriate**; including, but not limited to, listing the Property for rent in publications, with the local Chamber of Commerce and on the world wide web, running special rates to attract business as the Manager deems appropriate.
10. **Sign, renew and cancel rental agreements with Guests on behalf of the Owner**, billing guests for rents in the name of the Manager. Collect all rents due, or which become due from rental of the Property, and give receipts therefore. It is expressly agreed and understood that the Manager does not guarantee either the collection of rents (in the event of a non-negotiable check or credit card payment) or that the premises will be rented for a certain number of days.
11. **Give Owner written (by email) notification of any non-emergency maintenance or repairs** that should be made to the Property, as reported by Guests or cleaning contractors. In the event of an emergency, if the Manager reasonably believes that repairs must be made immediately in order to protect the Property from damage or Guests from harm, the Manager will, both verbally and in writing (by email), notify the Owner as soon as possible of the problem and the action taken to resolve it. The Owner will not refuse to pay for such emergency repairs.
12. **Annually, Manager will submit 1099 MISC forms** to all contractors paid by the Manager on the Owner's behalf. The Manager will also submit such forms for rents paid to the Owner that year.
13. **Sign and serve such notices to delinquent Guests** as the Manager may deem necessary or proper. Manager has the Owner's express approval to perform the following functions in the Owner's name(s):
  - (a) To sue for and to recover any rents which are past due.

- (b) To attach, garnish and levy upon the property of any judgment debtor.
- (c) To settle, compromise and adjust such actions, suits or proceedings and the matters involved therein.
- (d) To charge Guest security deposits for unpaid rent or for necessary repairs related to damage caused by said Guest, and to take such other lawful actions as the Manager may deem appropriate to protect the interests of the Owner.

**Liability:** In no event shall the Manager, its subsidiaries, any employees or suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the Manager's services under this Agreement.

**Indemnity:** The Owner agrees to indemnify and hold the Manager and (as applicable) its parent, subsidiaries, affiliates, officers, directors, agents, and/or employees, harmless from all claims, actions and judgments for damages on account of injuries to persons or property suffered or claimed to have been suffered by any person renting the Property and not due to the negligence of the Manager, to defend against the same; to carry and keep in effect at all times (at Owner's sole expense) fire, casualty and liability insurance, adequate under the circumstances, and to cause all policies providing such insurance to be so written as to protect the Manager in the same manner and to the same extent as they protect the Owner.

**The Owner must provide a certificate of coverage for liability insurance, covering the Manager as an additional insured, within thirty (30) days of signing this Agreement.**

Except as otherwise provided above, the Manager and the Owner shall indemnify and hold each other harmless from any and all costs and expenses (including attorney fees and court costs), losses, liabilities, damages, claims and demands relating to any breach of this Agreement by the indemnifying party, or by reason of any act of negligence, omission or default of the indemnifying party. Neither party shall be entitled to indemnification to the extent its liability arises out of or results from its own negligence, willful misconduct or breach of this Agreement.

**Legal Compliance:** Both parties shall comply with all applicable laws, statutes, ordinances and regulations regarding listing the Property for rental, solicitation of Guests and services provided to Guests.

**No Agency:** The Manager is an independent contractor and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. **Upon termination of this Agreement, Guest List (names & addresses) remains the sole property of Manager.**

**Notices:** Except as explicitly stated otherwise, any notices relating to this Agreement, or the documents it incorporates by reference, shall be given by certified mail, postage prepaid and return receipt requested to the address listed for each party at the beginning of this Agreement. **Notice shall be deemed given 3 days after the date of mailing.**

**Dispute Resolution:** Any controversy or claim arising out of or relating to this Agreement or the Manager's services, excluding legal action taken by the Manager to collect its fees and/or to recover damages for, or obtain an injunction relating to, the Manager's site operations, intellectual property, or its services, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Tillamook, Oregon, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either party may seek any interim or preliminary relief from a court of competent jurisdiction in Tillamook, Oregon necessary to protect their rights or property pending the completion of

arbitration. Should either party file an action contrary to this provision, the other party may recover its reasonable attorney's fees and costs.

**Compensation of Manager:** Manager shall retain the sum of **thirty (30%)** of all rental fees collected for guest stays. A sum of **thirty (30%)** (not on cleaning fees or taxes, which are paid by guests) for rental of the Property based on all current published and/or mutually agreed upon daily/weekly or special rates, for all seasons, that the Manager books. Dates booked exclusively by the Owner for uncompensated personal use are excluded from commission charges, with the following exceptions:

- (a) **All dates must be checked through the Manager in writing (by email)** to confirm availability prior to booking. The Owner must email the Manager to book the house on available dates, specifying the arrival date and time and the departure date and time.
- (b) **The Owner must also notify the Manager, at the time of booking, whether cleaning (at the Owner's sole expense) is requested after their stay.**
- (c) In the event that a paying Guest is arriving or departing on a day the Owner is either departing or arriving, **Owner will honor the 4 pm arrival or 11 am departure times to facilitate cleaning.**
- (d) **Dates booked in excess of two weeks during July and August** will be charged the normal 28% commission of daily rate for said months to compensate Manager for loss of income during the peak season.
- (e) **Cancellation of dates with less than 30 days' notice will be charged a one-time \$50 flat fee** for Manager having turned-down potential guests for those dates.
- (f) In case of a dispute regarding availability, the date of a Guest's email agreement will determine which reservation was made first and should, therefore, be honored.

**Term of Agreement:** **The term of this Agreement is from date of signing through December 31st of same year,** commencing on the date of acceptance by both parties. **Upon expiration of the initial term,** this Agreement shall be *automatically* renewed and extended for a like period of time (to December 31st of each year) until terminated, in writing, by either party – **giving at least six months' advance notice of such termination.**

**This Agreement may also be terminated by mutual agreement of the parties,** at any time, upon payment to the Manager of all fees, commissions and expenses due to the Manager under terms of this Agreement. In the event of termination under this paragraph, the **Owner agrees to honor all reservations made up to the date of termination and to reimburse Manager for unused, pro-rated, web site advertising (which is charged at a yearly rate and is not refundable to Manager).**

**If termination is due to the Owner listing the Property for sale,** the Owner agrees to include, on the listing and either on the acceptance of an offer or on the counter-offer, that the buyer expressly agrees to honor all Guest reservations. Such buyer must agree to contact the Manager to make any necessary arrangements prior to the day of closing. The Owner must provide the Manager with the date of closing and contact information for the buyer.

**Force Majeure:** A party will be free of liability to the other where the party is prevented from executing their obligations under this Agreement, in whole or in part, due to force majeure; such as: the failure of subcontractors or contractors to perform their obligations to the contracting party, earthquake, tsunami, gale force winds, flood, fire, and/or war or for any other unforeseen and uncontrollable event where the party has communicated the circumstance of said event by written notice (by email) to the other party and has taken any and all appropriate action to attempt to mitigate any damage caused by said event.

**Severability:** If any part or parts of this Agreement are declared unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid

or unenforceable by a court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**Statement of Informed Consent:** Both parties have carefully read this Agreement and have had the opportunity to consult an attorney and to consider any additional information and advice given by that attorney. Both parties understand the possible risks and benefits of the provisions of this Agreement. Understanding the possible risks and benefits, both parties voluntarily, knowingly and intentionally enter into this Agreement.

The Owner acknowledges that the Manager maintains the same or similar agreements with other persons regarding similar properties in Oregon. The Manager will not exclusively advertise or exclusively manage the Property that is the subject of this Agreement. This Agreement constitutes the entire agreement between the parties and integrates all of the terms and conditions verbally negotiated between the parties, superceding all previous written or oral agreements, if any, with regard to the subjects included herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals below, in duplicate original, on the day and year first above written.

\_\_\_\_\_  
**Murlene Sprenkel, dba Northwest Beach Vacation Rentals (Owner)**

\_\_\_\_\_  
**Print Name: \_\_\_\_\_, Home Owner**

\_\_\_\_\_  
Social Security Number or Tax Payer I.D.  
(payments will be made in this person's name only)

\_\_\_\_\_  
**Print Name: \_\_\_\_\_, Home Owner**  
Preferred method of contact: email or phone

Email addresses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Phone numbers**  
\_\_\_\_\_  
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1/1/2008