

**PROPERTY MANAGEMENT AGREEMENT**  
**Short Term Rentals**

**1. PARTIES**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between

**MANAGER:** PropertEZ LLC (hereinafter “MANAGER”), and

**OWNER:** [REDACTED] (hereinafter “OWNER”)

OWNER warrants that OWNER is the sole owner of the Property, or has unconditional authority to execute this Agreement on behalf of any CO-OWNER and that the Property are not subject to current legal action or foreclosure. Any individual OWNER shall have authority to hereafter take action and enter into further agreements with MANAGER on behalf of all CO-OWNERS

**2. PROPERTY**

The property to be managed under this Agreement (“Property”) is located at 123 Fake Street, Lewiston, Maine 04240

**3. MANAGEMENT**

OWNER hereby appoints MANAGER as sole and exclusive agent of OWNER to manage the Property described in paragraph 2 upon the terms and conditions provided herein. MANAGER accepts the appointment and agrees to furnish the services of its organization for the management of the Property. MANAGER will be responsible for the following management services:

- A. Marketing of the property;
- B. Responding to reservation inquiries.
- C. Obtaining proper licensing for short term rental stays
- D. Processing reservations, cancellations and personally handling disputes.
- E. Renter management and relations.
- F. Cleaning and maintaining the property.
- G. Hiring contractors for repairs to the property
- H. Check-in and check-out services.
- I. Preparation and personal enforcement of rental agreements.
- J. Walk-through of home approximately every two weeks.
- K. OWNER statements, disbursements and tax reporting.

**4. MANAGEMENT FEES**

OWNER agrees to pay the following:

Commented [AH1]: Will you be charging any set up fees?

The OWNER shall pay to MANAGER, a rental property management fee of 20% (twenty percent) of all net proceeds collected. This fee shall be due MANAGER and will be deducted from each rental receipt.

In addition to rental rates, TENANTS shall pay to MANAGER a unit-cleaning fee for each rental period built in to the rental rate. This fee is due whether the unit is occupied by a rental tenant, OWNER as tenant or OWNER'S guest as tenant.

## **5. RENTAL RATES**

MANAGER will work with OWNER to set all initial rental rates and terms. Due to competitive market conditions, tourist fluctuations and demand, MANAGER reserves the right to alter rates and terms and make special rates and terms to maximize the OWNERS rental income and occupancy percentage.

## **6. SECURITY / DAMAGE**

The OWNER agrees to hold MANAGER harmless of liability of cost of damages or theft caused by tenants or others.

MANAGER shall require a reservation and damage deposit. MANAGER 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. MANAGER 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 MANAGER 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.

## **7. OWNER USE OF PROPERTY**

It is understood that OWNER may use property from time to time throughout the year. OWNER will provide MANAGER with 90 days' notice of personal use of the property and confirm property has not already been rented out for that time. In the event property has already been reserved by paying tenants, OWNER will choose an alternate time for use of the property.

## **8. PAYMENT**

MANAGER will pay rental fees minus expenses and MANAGER fees OWNER monthly on the 1<sup>st</sup> of each month. MANAGER will provide OWNER with a statement of rental income, expenses, and MANAGER fees.

## **9. RESERVE FUND**

## **10. REPAIRS**

Should the property require repairs during the term of this agreement. MANAGER may hire contractors for any repairs under \$200.00 without prior consent of OWNER. Repairs will be deducted from rental income prior to distribution to OWNER. For any repairs over \$200.00, MANAGER will consult with OWNER regarding the selection of contractors.

Notwithstanding the foregoing, MANAGER is authorized to make, at OWNER's expense, at any cost and without prior approval, any emergency repair involving danger to life or property or for the preservation of the property and/or the safety or well-being of the persons occupying the property.

## **11. COSTS AND TAXES**

Owner shall be responsible for payment of all utility bills, HOA dues, real estate taxes, personal property taxes, and state sales taxes<sup>1</sup>

## **12. LICENSING**

If applicable, OWNER is responsible for complying with all municipal licensing, registration, and regulations of Short-Term rental activity.

## **13. SUPPLIES**

OWNER agrees to keep the property stocked with the following items:

1. Towels
2. Bathroom, etc.
3. 1 1/2-quart covered saucepan
4. 3-quart covered saucepan
5. 8-quart covered stockpot
6. 4-quart covered sauté pan
7. 10-inch skillet
8. 8 1/2-inch skillet
9. Coffee maker
10. Coffee grinder
11. Toaster
12. Microwave
13. Water glasses (1.5 of max occupancy)
14. Wine glasses (1.5 of max occupancy)
15. Large plates (1.5 of max occupancy)
16. Small plates (1.5 of max occupancy)
17. Coffee cups (1.5 of max occupancy)
18. Silverware (1.5 of max occupancy)
19. Wine/bottle opener

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<sup>1</sup> May Need to confirm which taxes come into play in short term rentals.

20. Can opener
21. Spatulas
22. Measuring cups
23. Sharp knives (at least 3)
24. Steak knives
25. Mixing spoons
26. Pancake spatula
27. Cheese grater
28. Potato masher
29. Ladles
30. Potato peeler
31. Oven gloves
32. Cutting boards (2)
33. Strainer
34. Knife sharpener
35. Beer bottle opener
36. Plastic or glass food containers
37. Baking dish
38. Roasting pan
39. Cookie sheets (2)
40. Pizza pan
41. Pizza cutter
42. Kitchen towels (set of 10)
43. Paper towel holder
44. Plastic cups - for young children
45. Plastic plates - for young children
46. Pitcher
47. Serving platters (at least 2)
48. Mixing bowls/salad bowls (at least 2) Mixer
49. Blender
50. 2 pillows per twin bed
51. 4 pillows per bed for full, queen, and king-size beds
52. 1 protective pillow cover per pillow
53. 1 protective mattress cover per bed
54. 1 additional blanket or coverlet per bed
55. 1 comforter with matching pillow shams per bed
56. 1 backup comforter/duvet cover for emergencies per bed
57. 1 or more accent pillows for display
58. 1 plunger for each bathroom
59. 1 toilet brush for each bathroom, with stand
60. Bath towel holder and hand towel holder for each bathroom
61. Hairdryer
62. Doormat at each door outside

63. Garbage container
64. Recycling container (required if city recycling available)
65. available)
66. Specialty light bulbs (if needed in the home)
67. Ironing board
68. Iron
69. Fire extinguisher
70. Smoke detector
71. Carbon Monoxide detector
72. First aid kit

The OWNER may from time to time be charged for the replacement of linens/towels and supplies or be requested to purchase additional linens/towels and supplies as needed.

MANAGER agrees to keep the property stocked with the following items:

1. Shampoo
2. Conditioner
3. Paper towels
4. Toilet paper
5. Laundry detergent
6. Dishwashing liquid
7. Dishwasher pacs/pods
8. Dish brush
9. Kitchen trash bags
10. Small trash can liners

#### **14. INDEMNITY**

OWNER agrees that MANAGER shall not be liable for any claim for loss, accidents, injuries or illness that occur to any person or property while on the premises or its facilities unless such damage is the legal result of negligence or willful misconduct by the MANAGER. MANAGER is not responsible for the loss of personal belongings or valuables of the OWNER, the renter or their guests. OWNER agrees that they, along with all renters/guests are expressly assuming the risk of any harm or loss arising from their use of the premises or others whom they invite to use the premise. OWNER shall indemnify and hold harmless the MANAGER or representatives of the MANAGER from any such claim or liability, damages, injuries, costs and expenses related to acts, events or omissions occurring in, on or about the property, or arising out of, or in any way related to, MANAGER'S use or time at the property, renter's breach of any term of the rental agreement, or any work, activity or thing done, permitted or suffered by MANAGER in, on or about the property.

**15. INSURANCE**

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 MANAGER. If appropriate, MANAGER shall be an additional named insured under such liability policy in connection with the manager’s capacity of manager of the property.

**16. TERMINATION**

OWNER or MANAGER may terminate this agreement upon 30 days prior written notice without penalty. Once notice is given, marketing of the property will cease and reservations will not be accepted. The notice period will be used to finalize the management services which will include, but is not limited to, the transfer of any reservations or advertising, final account statements and final payments.

Commented [AH2]: Is there a minimum term/fee for cancellation within a set period time?

**17. NOTICES**

- a. Any notice from OWNER to MANAGER relating to the Property or to this agreement, shall be deemed duly served upon mailing to the address provided below, postage prepaid, addressed to Tenant such notice shall be deemed served on the date postmarked, and any time period in this Agreement running from the date of the notice shall commence on the date of postmark.

PropertEZ, LLC  
 28 Trolley Farm Way  
 Falmouth, ME 04105

- b. Any notice from MANAGER to OWNER relating to the Property or to this agreement, shall be deemed duly served upon mailing to the address provided below, postage prepaid, addressed to Tenant such notice shall be deemed served on the date postmarked, and any time period in this Agreement running from the date of the notice shall commence on the date of postmark.

Owner  
 Address  
 City, State Zip

**18. MISCELLANEOUS**

- a. This Agreement shall be governed, construed and interpreted exclusively by the provisions hereof and by the laws of the State of Maine.
- b. OWNER shall pay MANAGERS' expenses, including reasonable attorney’s fees, incurred by MANAGER in successfully enforcing any obligation, covenant or agreement of this agreement resulting from OWNERS’ breach of any provision of this agreement or any document, settlement or other agreements related to this agreement.

- c. If any provision of this Agreement or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- d. All negotiations, considerations, representations and understandings between MANAGER and OWNER are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose.
- e. No provision of this Agreement may be modified or altered except by an agreement in writing between MANAGER and OWNER, and no act or omission of any employee or agent of MANAGER shall alter, change, or modify any of the provisions hereof.

**DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.**

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**MANAGER, PropertEZ, LLC**

**OWNER**

\_\_\_\_\_  
Josiah Rottari, Member

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Scott MacGregor, Member