Property Management Service Agreement Template

This **Property Management agreement** between the owner and the property manager (the "Agreement") is made and executed on this _____ day of _____, 20__, (the effective date) between _____, hereinafter referred to as the "Owner", and _____, hereinafter referred to as the "Property Manager".

The Property

The Owner is the proprietor of a certain property located at (The address of property) _____, and hereinafter referred to as The Property.

Employment of Property Manager

The parties to this short-term rental management agreement agree as follows:

Term of Agreement

This agreement shall be effective as of the date the agreement is executed and continue, subject to the terms and conditions hereof, in full force and effect until _____. This Agreement shall continue in full force unless the Owner or Property Manager notifies the other party in writing ____ days prior to the date of termination or if the parties mutually agree to terminate the contract sooner.

The Owner hereby employs and grants the Property Manager the exclusive right to rent the property on behalf of the Owner and to fulfill property management services as set out in the agreement below.

The Property Manager's Responsibilities

The following tasks and duties will fall under the purview of the Property Manager:

- Setting competitive market rental rates and discount rates as necessary to maximize rental occupancy.
- Enter into occupancy agreements conveying the right of exclusive occupancy of the Property to guests, called reservations.
- Collect rents, taxes and security deposits from guests on behalf of the Owner.

- Responding to all reservation inquiries.
- Managing reservation requests, cancellations, and personally addressing any disputes that may arise with guests or potential guests.
- Guest management and relations.
- Scheduling housekeeping and laundry services.
- Check-in and check-out services.
- Preparation and personal enforcement of rental agreements.
- Regular property inspections, occurring no less than once a month, will involve assessing the premises for any signs of damage or deterioration.
- Handling all financial transactions associated with credit cards, performing fundamental accounting tasks, managing check-in procedures, collaborating with travel agents, and overseeing the scheduling of housekeeping and maintenance activities.

In terms of **Marketing**, the Property Manager commits to:

- Accept the responsibility of maximizing rental occupancy by promoting and advertising the rental of the property as market conditions and circumstances permit.

It is further agreed that:

The Owner hereby designates the Property Manager as its agent, representing the Owner in arranging for contracts with preferred vendors to provide any necessary maintenance, repairs, and housekeeping required for the upkeep of the rental property.

The Property Manager shall obtain permission from the Owner for recommended or necessary repairs exceeding _____.

In the event of an emergency, the Property Manager may deem it necessary to exceed the aforementioned amount to protect the Property and will extend its best efforts to notify the Owner within 48 hours of an emergency.

The Owner's Responsibilities

- The Owner shall provide a seasonal calendar of dates for when the Owner expects to occupy the property, or when the Owner reserves the Property for the use of family and friends; or at any time when the Owner has reserved the Property without charge.

- A deep cleaning, including professional carpet cleaning and dry cleaning, and a maintenance inspection of the residence shall be provided after high seasons, twice a year at the Property Manager's discretion. This will be at the Owner's expense to maintain the property's first-class condition and shall be coordinated by the Property Manager.

- Upon signing this vacation rental property management contract, the Owner shall conduct a full inventory of the property, including but not limited to furnishings, appliances, electronics, etc.

- The Owner and Property Manager mutually agree to indemnify and shield each other from any liability or damages arising from claims related to negligence involving the Property Manager, Owner, or their respective agents, employees, or licensees.

- The Owner acknowledges that the Property Manager shall not be held responsible for any losses, thefts, or damages to the Property or the Owner's personal belongings resulting from the negligent, intentional, or reckless actions of renters or third parties.

- The Owner is obligated to furnish and assume responsibility for the following prerequisites to meet fundamental guest requirements and uphold standards expected by travel partners:

a. **Furnishings:** Updated and in excellent condition
b. **Window Coverings:** Updated and in excellent working condition.
c. **Carpet and Flooring:** Must be in excellent condition with no spots.
d. **Countertops:** In an undamaged state with no holes, nicks, or other imperfections.
e. **Interior Paint:** Paint as needed at a minimum covering all nicks and scratches on all walls
f. **Televisions and Cable:** All televisions should be replaced with modern flat-screen models with a slim design.
g. **Wireless Internet:** With approved Property Management password
h. **Telephone:** Landline telephone for emergencies
i. **Patio Furniture:** Sufficient for all outdoor decks, patios, and balconies.
j. **Kitchen:** Well stocked with kitchen utensils and crockery.
k. **Additional Required Items:** Vacuum, a broom with a dustpan, snow shovel, hairdryers for each bathroom, iron and ironing board.

- **Supplies:** The Owner is responsible for the cost of the supplies needed such as shampoo, conditioner, lotion, soap, toilet paper, paper towels, dishwasher soap, dish soap, sponges, laundry detergent and dryer sheets, fire starters (if applicable), trash bags, regular light bulbs, and cleaning products.

- **Insurance:** The Owner is responsible for ensuring their interests, including the contents and furnishings of the Property. The owner is required to have in force and pay the cost of a homeowner’s liability and contents policy covering personal and rental users, and to deliver to the Property Manager a copy of such insurance including renewal or replacement of said policies. The owner shall also cover the Property Manager in its policy.

Succession

This Agreement is binding on the Property Manager and the Owner, as well as their successors.

Governing Law and Jurisdiction

The Parties concur that the laws of the State and/or Country where the Property is situated shall govern this Agreement.

Amendments

The Parties mutually agree that any changes or modifications to this Agreement must be in written form and require the signatures of both Parties. Consequently, any revisions made by the Parties shall be incorporated into this Agreement.

Assignment

The Parties hereby consent to refrain from delegating any of the obligations outlined in this Agreement to a third party unless there is prior written consent from both Parties.

Management Fee and Distribution of Rental Proceeds

The Property Manager shall retain a percentage of all gross vacation rental proceeds for services described, depending on the length of tenancy. For tenancies of _____ days or less, the Property Manager shall retain _____ of the gross rental proceeds.

For tenancies of _____ days or more, the Property Manager shall retain _____ of gross rental proceeds.

Any extra services, products, supplies, or repairs not encompassed within this Agreement shall similarly be subtracted from the owner's monthly statements.

The Property Manager shall collect all rental funds attributable to the Property and provide any necessary accounting receipts.

The Property Manager shall issue to the Owner net revenue on a monthly basis no later than the 20th day of the month following the departure of the customer.

All rental funds and deposits shall be held in an interest-bearing Trust Account, with any interest paid to the Property Manager.

Limitation of Liability

Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement, such as, but not limited to, loss of revenue or anticipated profit or lost business, cost of delay, or failure of delivery, which are not related to or the direct result of a party's negligence or breach.

Alternative Dispute Resolution

Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to _____ (Arbitration/mediation/negotiation) (Circle one) in accordance with, and subject to the laws of, _____.

Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, and representations, whether written or oral.

Signature and Date

The Parties herewith affirm their acceptance of the terms and conditions delineated in this Agreement, which is evident through their respective signatures below:

OWNER

Name:_____
Signature:_____
Date:_____

PROPERTY MANAGEMENT COMPANY

Name:_____
Signature:_____
Date:_____