TAHOE LUXURY PROPERTIES®
REAL ESTATE SALES & VACATION RENTALS

RENTAL MANAGEMENT AGREEMENT

1. EXCLUSIVE RIGHT TO RENT: This Agreement is entered into by and between ______________________________________(“Owner”) and Tahoe Luxury Properties (“Agent”). In consideration of the mutual agreements contained herein, Owner and Agent hereby agree and covenant to and with each other on the terms recited below. Owner grants “Agent” the sole and exclusive right to rent and market the real property (“Premises”) in the town of ________________________, County of____________________, State of: _______, identified as ____ (Street Address). County Assessor’s Parcel Number ____.

2. TERMS: This Agreement shall commence on ____________________ (start date) and shall remain in effect on a month-to-month basis. Either Owner or Agent may terminate at any time by delivery of a written notice to terminate mailed to the other party at the address set forth below or to such other address as may be provided by the other party. In the event of such a termination, Owner shall honor all rental reservations made before the termination, even if the rentals are to take place after the effective date of the termination.

3. OWNERSHIP/TITLE/AUTHORITY: Owner and each person signing this Agreement on behalf of Owner warrant to Agent that the following information is true and will remain true throughout the term of this Agreement: (a) Owner is the sole legal owner of the Premises and is named on the deed; and (b) no persons or entities other than Owner have title to the Premises; and (c) Owner has the authority to both execute this Agreement and rent the Premises; and (d) Owner is entitled to receive all rental income from the Premises and to name the payee of such income. Owner shall provide additional information reasonably requested by Agent concerning Owner’s legal existence and ownership of the Premises such as Owner’s current deed, tax bill, and corporate entity and trust records.

4. AGENCY CONFIRMATION: An agency relationship is hereby confirmed. In an agency situation, the agent has the following affirmative obligations to the owner: (a) a fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with owner; (b) diligent exercise of reasonable skill and care in performance of the agent’s duties; and (c) a duty of fair dealing and good faith. Agent will not reveal to either Owner or Tenant any confidential information or personal contact information obtained from the other party. Owner and Agent acknowledge and agree that this Agreement establishes and constitutes only a rental management agreement between the parties, that the parties are not joint venturers or partners, and that Agent shall not be deemed to be an employee of Owner.

5. AGENT OBLIGATIONS: Agent agrees to exercise reasonable effort and use due diligence to achieve the purposes of this Agreement. Agent shall work with Owner to devise a strategy to accomplish Owner’s goals for renting the Premises. With Owner’s agreement, Agent shall set and adjust the rental rate, cleaning fee, property protection fee and breach of contract fee for the Premises. Owner shall inform agent, prior to the Premises being advertised on the website, if there is a minimum rate Owner shall accept. Agent will advertise and market the Premises in any medium selected by Agent, including but not limited to the

Internet and print media, and to the extent permitted by these media, will control the dissemination of the information submitted to any medium.

6. RENTAL PROCEEDS: Agent shall collect and disburse rent payments, cleaning fees, appropriate county occupancy tax for rentals of thirty one (31) nights or less in duration and any other fees as they relate to the rental. Agent shall deposit all receipts collected for Owner in a Trust Account with a qualified banking institution. Agent shall not incur any liability for bankruptcy or failure of the depository. Agent shall prepare itemized statements of rental receipts, expenses and charges related to the Premises and will provide copies of such statements to Owner by posting them to Owner's online portal by the tenth day of each month. Net rental proceeds shall be deposited via direct deposit to Owner's account as indicated by Owner on the tenth day of each month. Agent shall provide Owner with an IRS Form 1099-MISC documenting receipts less expenses for the preceding calendar year, on or before January 31st of each year. Owner shall accurately complete, sign and deliver to Agent an IRS W-9 form (Request for Taxpayer Identification Number and Certification). Owner hereby instructs Agent to remit all net rental proceeds to the Payee identified on the most recent W-9 form supplied by Owner.

7. MANAGEMENT FEES AND TRUST FUNDS: Owner agrees to pay Agent a fee of 35% of the gross rents collected on all rentals as compensation for services rendered. Such compensation is due and payable monthly and will be deducted by Agent from receipts.

8. DOCUMENTS/RECORDS/RULES: Owner agrees to promptly furnish Agent with all records, documents and instructions pertaining to the Premises that Agent may require to properly exercise its duties hereunder. Owner shall post or place in a conspicuous location in the Premises any rules, regulations and/or CC&Rs of any homeowner association or similar entity that may affect the use of the Premises.

9. HOLD HARMLESS/INSURANCE: Owner agrees to hold harmless, defend (with counsel of reasonably acceptable to Agent) and indemnify Agent from and against any claims, judgments, liabilities, losses, costs, liens and expenses, including attorneys' fees and costs, which result from a material breach or failure of Owner's warranty of ownership/title/authority in Paragraph 3, above. Unless resulting solely from the gross negligence or willful misconduct of Agent, Owner agrees to hold harmless, defend and indemnify Agent from and against any claims, judgments, liabilities, losses, costs, liens, and expenses, including attorneys' fees and costs, relating to, arising out of, or in connection with (i) the management of the rental operations for the Premises; (ii) any property damage resulting from any use or occupation of the Premises pursuant to this Agreement; and (iii) any injury suffered by any person on the Premises. This obligation to indemnify will include all of Agent's attorneys' fees, litigation costs, investigation and court costs, and all other costs, expenses, and liabilities incurred by Agent or its counsel from the first notice that any claim or demand is to be made or may be made. The indemnification set forth in this Paragraph 9 survives the expiration or earlier termination of this Agreement. During the Term of this Agreement, Owner shall carry, at his or her own expense, adequate public liability and property damage insurance on the Premises with a minimum of $1,000,000.00 coverage per occurrence. Maintenance of fire, earthquake, avalanche, flood and/or theft insurance for the Premises shall be the sole responsibility of Owner. Agent carries insurance with a $2,000,000 total per year maximum.

10. ADMINISTRATIVE FEES: Agent is pleased to assist Owner with any purchases, coordinate needed independent contractors for service repairs and/or handle miscellaneous requests. All vendor and/or independent contractor invoices processed paid by Agent on behalf of Owner are subject to a $25 administrative fee.

11. CLEANING: Agent shall arrange for independent contractors to complete a departure clean of the Premises after Tenant departs. Tenant shall be solely responsible for costs associated with the departure clean. When Owner chooses to personally enjoy his/her Premises, Owner agrees to use a professional cleaner to conduct a departure clean. Owner, at Owner's sole cost, agrees to schedule a "targeted clean" in both the fall and spring in addition to a professional carpet clean and window washing. Owner agrees to have the chimney(s) professionally swept at least once each year.

12. OPERATION/MAINTENANCE: Owner has primary responsibility for furnishing, maintaining and performing repairs to the Premises. Owner agrees to keep Premises in a first-class, rentable, and good order, with complete furniture, furnishings, floorings and appliances. Agent shall notify Owner of present or potential maintenance problems that come to the attention of Agent. Agent has the authority to charge Owner's account without prior approval of Owner, up to a limit of $200.00, to have repairs made to the Premises, supplies purchased, or to cover monthly or recurring operating charges. If at any time the Premises does not have the basic supplies or items contained within the *Owner Supply List*, Agent shall purchase what is needed, at Owner's cost, for fees stated above. Agent is authorized to incur expenses or make expenditures for repairs in excess of $200.00 if Owner is not reasonably available for consultation, if the repairs are necessary to protect the Premises from damage or persons from injury, to perform necessary services for Tenants or for monthly or recurring operating charges. Owner agrees to be responsible for all operations and maintenance expenses including, but not limited to, snow removal, chimney sweeping, cleaning/shoveling of roof, driveway, parking pad, deck(s) and walkways. Owner is responsible for all costs appurtenant to ownership of the Premises, including real estate taxes, homeowner association assessments, insurance on the Premises' contents and all utility charges, and any other costs not expressly assumed by Agent herein.

13. AFTER HOURS PAGING SERVICE: Agent will provide an after-hours phone number for Tenant's use in case of an emergency.

14. PHOTOGRAPHY: In order to maintain the highest visual standards for the marketing and advertising of the property, Owner agrees to have the Premises professionally photographed at Agent's expense. Agent will use these photographs for Agent's website, print advertising, and any other marketing or promotional collateral Agent chooses. The photographer possesses the copyright on the photographs for purposes of ownership. In the event Owner terminates the Agreement prior to one year, Owner agrees to reimburse Agent for the cost of the photographs and virtual tour. This amount will be deducted from any proceeds due to Owner.

15. OWNER'S RIGHT OF USE: Agent welcomes Owner's use of the Premises for his own enjoyment. Owner shall reserve desired occupancy dates by using the owner portal offered by Agent's software program. Once Agent has sent Owner, via email, a "confirmation of booking" notifying Owner that a Tenant has signed an Agreement booking the Premises, Owner shall not have the right to reserve the Premises for personal use, or any alternative reason.

16. TENANT'S RIGHT OF USE: Agent has the right to relocate renters from the Premises to another premise in appropriate circumstances. If Tenant must be moved by Agent from Owner's Premises for any of the following reasons including, but not limited to, circumstances which make the Premises uninhabitable and/or require repair which interferes with the Tenant's quiet enjoyment of the Premises, or Owner's personal use of the Premises, Owner agrees to pay the difference in the cost of the rental rate at the new property, should Tenant choose not to cancel. Agent will use every effort to place Tenants in the most similarly situated property.

17. FOR SALE STATUS: Owner agrees that should Premises be listed for sale, Owner shall specifically state in the contract for sale that buyer will take Premises subject to honoring all rental reservations made prior to the closing of escrow. The assignment, sale or transfer of the Premises may be effected only so long as Owner delivers to Agent an assignment and assumption agreement which shall be executed by the transferee(s) and shall provide that all existing rental commitments made by Agent for the Premises will be honored by the transferee(s). Owner understands that Tenant is NOT obligated to show the property to real estate agents or their clients during the tenancy. Owner will honor all future bookings made prior to the closing of escrow. If Tenant must be moved by Agent from the Premises, Owner agrees to pay the increased rental rate at the new Premises and the cost of the loss of commission to Agent as a result of having to relocate Tenant. Agent will use due diligence to place Tenant in a similarly situated property. Owner authorizes Agent to use Owner's rental proceeds to cover said expenses.

18. EXCLUSIVITY: Agent has the sole and exclusive right to rent the Premises, and under no circumstance shall Owner lease the Premises other than through the Agent. Owner will not personally book the Premises for income nor list the Premises for rent with other vacation rental agencies or other online "owner agencies." Owner agrees that all remuneration from the rental of the Premises will be collected through Agent subject to Agent's Management Fees. Owner agrees not to accept any remuneration from any party other than Agent for rental of the Premises and agrees to refer to Agent all rental inquiries during the Term of this Agreement. Owner shall not directly solicit or book the Premises to Tenants procured by Agent during the Term of this Agreement or for a period of twenty-four (24) months following termination of this Agreement. Owner acknowledges that Agent has a present and future expectation of business with existing Tenants, and that the covenants in this Paragraph are a reasonable, legitimate and fair means of protecting Agent's good will and customer lists. Owner acknowledges that Owner has negotiated the terms of these covenants with Agent and has been on an equal bargaining footing with Agent throughout the negotiations. Owner acknowledges the reasonableness of the term and scope of the covenants set forth in this Agreement, and agrees that Owner will not, in any action, suit or other proceeding, deny the reasonableness of, or assert the unreasonableness of, the premises, consideration or scope of the covenants set forth herein.

19. EQUAL HOUSING OPPORTUNITY: The Premises is offered in compliance with federal, state and local anti-discrimination laws.

20. LEAD-BASED PAINT DISCLOSURE: The Premises were ___ were not ___ constructed prior to 1978. If the Premises were constructed prior to 1978, Owner is required to complete a federally mandated and approved lead-based paint disclosure form which shall be provided to Tenant prior to or upon execution of a rental agreement.

21. MEDIATION OF DISPUTES: Owner and Agent agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally between the parties involved. IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY'S FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION. This mediation provision applies whether or not the Arbitration of Disputes provision is initialed. Exclusions from mediation are listed in paragraph 23.

22. ARBITRATION OF DISPUTES: Any dispute or claim in law or equity arising between Owner and Agent out of this contract or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any appropriate court in accordance with Code of Civil Procedure 1283.05.

> "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO

SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY." "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION." **Owner's Initials (___) Agent's Initials (____)**

23. EXCLUSIONS FROM MEDIATION/ARBITRATION AND JURISDICTION VENUE: Any matter which is within the jurisdiction of the small claims court is excluded from the mediation and arbitration provision. The parties agree the proper jurisdiction and venue for any legal action arising out of this Agreement shall be the Superior Court of California, County of Placer, Tahoe Division.

24. SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of Agent, and the heirs, administrators, executors, successors and assigns of Owner.

25. DISCLAIMERS OF AGENT. Owner hereby acknowledges that Agent operates other rental properties which may be competitive with the Premises, and it is mutually agreed that Agent has not and shall not guarantee, under any circumstances the level of occupancy of the Premises and/or the level of any rental revenue. Agent will use reasonable efforts to be fair and act in good faith in the selection of available properties, consistent with the preferences of the guests for different types, sizes, quantities, location and rental rates of properties. Owner recognizes, however, that inequities may occur as a result of factors such as differences in periods of occupancy and the preferences of potential occupancy and the preference of potential occupants as to the particular type of rental property. Except as specifically provided to the contrary in this Agreement, Agent shall assume no obligations of Owner with respect to the Premises.

26. CONSTRUCTION. Each party has reviewed this Agreement prior to its execution, and the normal rule of construction that any ambiguities in this Agreement are to be resolved against the drafting party and/or Agent shall not be employed in the interpretation of this Agreement. Title and captions contained in this Agreement are used for convenience or reference only and are not intended to and shall not in any way enlarge, define, limit, extend, or describe the rights or obligations of the parties, or affect the meaning or construction of this Agreement, or any provision hereof.

27. NO THIRD PARTY BENEFICIARIES. None of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any third party.

28. SEVERABILITY. The provisions of this Agreement are contractual, and not mere recitals, and shall be considered severable, so that if any provision or part of this Agreement shall at any time be held invalid, that provision or part thereof shall remain in force and effect to the extent allowed by law, and all other provisions of this Agreement shall remain in full force and effect, and be enforceable. The unenforceability, invalidity or illegality of any provision of this Agreement under particular circumstances will not render unenforceable, invalid or illegal other provisions of this Agreement, or the same provisions under other circumstances.

29. GOVERNING LAW. This Agreement is made and shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

30. ENTIRE CONTACT: All agreements between the parties are incorporated in this Agreement. The terms of this Agreement are intended by the parties as a final, complete, and exclusive expression of their agreements with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The captions in this Agreement are for convenience of reference only and are not intended as a part of this Agreement. **This Agreement may not be amended, modified, altered, or changed in any respect except in writing, signed by Owner and Agent.**

READ, ACCEPTED AND APPROVED IN ITS ENTIRETY BY OWNER:

Owner Name(s): ______________________________ ________________________________

Owner Signature(s): ___________________________ ________________________________

Owner is one of the following:
of entity here: ____

____

PAYEE:____

(Person to receive funds as reflected on IRS Form W9) * Please note, all individuals wishing to receive monthly revenue must sign a W9 form. If more than one W9 will be submitted, please indicate the percentage share to each individual to be distributed each month. If spouses, please have one spouse indicated as the recipient; this person will receive a 100% share.

Mailing Address: ____

Two (2) Phone Numbers: ____
Please indicate who is associated with each number

Email Address(es): ____
The email(s) will be used to submit booking confirmations and any other notifications

READ, ACCEPTED AND APPROVED IN ITS ENTIRETY BY AGENT:

___________________________________ ________________________________
KELLY DIETZ, PRESIDENT DATE