

Unit _____

Winter ____ Summer ____ Both ____

SEA COAST RENTALS, INC. VACATION RENTAL MANAGEMENT AGREEMENT

This agreement made and entered into by and between OWNER, and SEA COAST RENTALS, INC.

The parties hereby agree as follows:

OWNER is the fee simple owner of the registered property. SEA COAST RENTALS, INC. operates for the purpose of managing vacation rentals at Sea Coast Condominiums. Subject to the terms of this Agreement, OWNER desires to engage SEA COAST RENTALS, INC. to provide rental marketing and management services for the property, and SEA COAST RENTALS, INC. desires to accept such engagement.

By accepting the terms of this agreement OWNER hereby acknowledges that he/she is the rightful owner of title of the property, and is authorized to enter into this agreement.

1. ACKNOWLEDGEMENT OF OWNERSHIP/AUTHORITY:

A. This agreement will grant SEA COAST RENTALS, INC. the right to rent the unit number stated above. This agreement can be terminated at any time.

2. TERMS OF AGREEMENT AND TERMINATION PROCEDURE:

A. In the event this Agreement is terminated as set forth above, or the property is sold, the OWNER shall honor all confirmed reservations made and kept by guests of SEA COAST RENTALS, INC. prior to termination of the agreement or up to the closing date of the sale.

B. SEA COAST RENTALS, INC. reserves the right to amend the terms of this agreement by giving OWNER thirty (30) days advance notice prior to effectiveness of amendments.

3. LICENSING, TAXES, AND FEES:

A. The State of Florida Statute requires a Chapter 509 license for short-term rental property. SEA COAST RENTALS, INC. maintains appropriate licensing.

B. SEA COAST RENTALS, INC. will collect and pay all applicable state and local taxes on behalf of the OWNER. The OWNER agrees that SEA COAST RENTALS, INC. is authorized to act as agent to register, charge, collect, and remit sales tax levied under Chapter 212, Florida Statutes to the Department of Revenue.

C. The OWNER agrees to provide Social Security Number, which will be obtain for tax collection purposes and be kept confidential.

D. The OWNER acknowledges that be offering transient accommodations to others, OWNER is exercising a taxable privilege and is ultimately liable for any sales tax due. A warrant for any uncollected amount will be issued and becomes a lien against the property until satisfied.

E. A year- end report will be provided for tax purposes in the form of an IRS Form 1099.

4. COMMISSIONS AND FEES:

A. The OWNER agrees to pay to SEA COAST RENTALS, INC. the sum of twelve percent (12%) of the rate on all rentals obtained by SEA COAST RENTALS, INC.

B. The OWNER agrees to pay to SEA COAST RENTALS, INC. the sum of seven percent (7%) of the rate on all rentals obtained by OWNER.

C. All fees due to SEA COAST RENTALS, INC. will be deducted from rents collected prior to disbursement to OWNER.

D. OWNER will receive disbursement checks 15 days after rents are processed by the office.

E. There is a \$25 initial set up fee charged to the OWNER. This is to assist with administrative costs of our online reservation system and personal web page.

Photography of each unit is at owners expense and must be done in a professional manner with minimum of 640x file size.

F. OWNER may choose to advertise on additional websites such as VRBO at their own expense.

5. RESPONSIBILITIES of SEA COAST RENTALS, INC.

A. The OWNER hereby authorizes SEA COAST RENTALS, INC. as agent, to enter into reservation agreements with prospective guests, and accept security deposits and other payments.

B. OWNER authorizes SEA COAST RENTALS, INC., as their agent, to set, monitor and regulate all rental rates. All rates are based on views, amenities and décor of individual units.

C. SEA COAST RENTALS, INC. will check guests in to office and issue parking tags, copies of rules and regulations, and keys.

E. OWNER agrees that SEA COAST RENTALS, INC. will schedule all cleanings upon guest departure, unless directed otherwise by OWNER. Cleaning fees will be charged guests as a condition of their rental.

6. RESPONSIBILITIES OF OWNER:

A. FURNISHING UNIT: The owner shall furnish and maintain the unit in accordance with the inventory and maintenance standards recommended by SEA COAST RENTALS, INC. and guidelines described in Florida Statute 509.

B. UTILITIES: Maintain all utilities (electric, internet, water/sewer, cable television) and make timely payments to the utilities companies. If SEA COAST RENTALS, INC. is notified of potential disconnection and elects to pay to avoid disconnection, an administrative fee of \$25.00 will be charged to OWNER in addition to the amount SEA COAST RENTALS, INC. paid to the utility company.

C. TELEPHONE: Maintain a private local line installed at OWNER expense.

7. RESERVATIONS:

A. OWNER agrees to allow SEA COAST RENTALS, INC. to set rates and discounts.

B. OWNER will provide personal use and block out dates as soon as possible.

C. OWNER will honor all confirmed reservations. Confirmed reservations are defined as those reservations for which SEA COAST RENTALS, INC. has given an acceptance date and secured a down payment.

D. OWNER understands that all reservations require a security deposit of \$300 before the reservation is confirmed. Security deposits will be refunded within 15 days of check out, unless SEA COAST RENTALS, INC. is advised of damages.

8. PROPERTY ACCESS:

A. SEA COAST RENTALS, INC. with at all times have a minimum of 3 sets of keys to the unit and laundry room.

B. OWNER agrees not to enter the unit or permit any person, whether family member, repairman, sales agent, or guest, to enter the unit other than when it is vacant.

C. OWNER is to advise SEA COAST RENTALS, INC. if the property is listed for sale, immediately upon the execution of such listing agreement.

9. MAINTENANCE:

A. OWNER is to arrange for all routine maintenance.

B. OWNER acknowledges that ALL normal and routine cleaning of his/her unit is to be done in a timely and on a necessary basis.

C. In the event that a renter's use of the unit is made unsatisfactory because of mechanical, electrical, plumbing or other fault, OWNER agrees that SEA COAST RENTALS, INC. may offer up to a 50% rebate on the rental rates as compensation, or that the renter may be transferred to another rental unit. Such a guest transfer because of dissatisfaction is to be made at the discretion of SEA COAST RENTALS, INC. and neither the renter nor SEA COAST RENTALS, INC. shall be liable to the OWNER for rental revenue other than for the period that the OWNER's unit was actually occupied by the renter. The breakdown of an air conditioning unit is an example of the cause for such action. There may be other situations which would hamper the quiet enjoyment of the rental property.

D. SEA COAST RENTALS, INC. shall perform whatever "minor" tasks and repairs that are necessary to maintain the unit in a rentable state, including but not limited to replacing light bulbs, changing air filters, and replacing damaged and no longer usable items. The replaced items will be billed to OWNER on an, "as needed" basis with owner approval for any such replacement or repair over \$100.

10. AUTHORITY TO MAKE REPAIRS:

A. The OWNER hereby authorizes SEA COAST RENTALS, INC. to contract for repairs or replacement of required items up to \$100.00 without separate authorization from OWNER.

B. OWNER must authorize repairs or purchases in excess of \$100.00 unless it is an emergency presenting risk to the property of the OWNER, guests or OWNER's neighbors. OWNER further agrees that SEA COAST RENTALS, INC. shall not be liable for any claims of those performing services for repairs to the real property or personal property located therein, subject to this agreement.

C. OWNER reserves the option to solely initiate, coordinate and contract for repairs.

11. INDEMNIFICATIONS AND INSURANCE:

A. OWNER acknowledges that he has consulted with an insurance agent to assure that his coverages are reasonable and adequate. If OWNER fails to secure liability insurance for the unit, their unit may not be included in the Rental Program or featured on the website.

B. SEA COAST RENTALS, INC. shall be named as an Additional Insured on any unit insurance policy, which Sea Coast Rentals, Inc. is actively managing. The declaration shall be forwarded to Sea Coast Rentals, Inc.

C. OWNER agrees that Sea Coast Rentals, Inc. shall not be liable for any claim for loss or injury to any person or personal property located on the premises covered under this agreement. In the event that any person or entity brings a claim against SEA COAST RENTALS, INC. for loss of property or injury, or upon any other grounds, OWNER shall indemnify and hold SEA COAST RENTALS, INC. harmless.

THIS AGREEMENT IS HEREBY MADE AND ENTERED INTO BY THE PROPERTY OWNER AND SEA COAST RENTALS, INC.

Owner Name _____ Unit _____

Signature _____

Social Security Number or Tax ID Number _____

(The OWNER who will be filing rental revenue as income must sign and provide SSN)