



GreatOceanCondos.com Rental Management Agreement
Sea Coast Gardens II & III

Effective date January 1, 2020

Vacation Property Rental Marketing and Management Agreement

This agreement made and entered into by and between the individual, individuals, entity or entities name as described more fully in the public records of the Volusia County Property Appraisers Office, hereinafter "Owner", and GreatOceanCondos.com LLC., hereinafter "GOC".

RECITALS

WHEREAS, Owner desires to have its vacation property more fully described below (hereinafter "Property") marketed and managed; and,

WHEREAS, Owner warrants that it is the fee simple owner of Property more fully described in Paragraph One hereinbelow; and,

WHEREAS, GOC is in the business of marketing and managing and obtaining third party rentals for vacation properties for owners; and,

WHEREAS, Owner desires to engage GOC to market, manage and obtain third party rentals for its Property; and,

WHEREAS, GOC desires to be engaged to market, manage and obtain rentals for Property by Owner;

NOW THEREFORE, in consideration of the mutual covenants, conditions, promises and obligations contained herein, the consideration, receipts and sufficiency of which are hereby acknowledged, the above parties do enter into this Vacation Property Marketing and Management Agreement and agree to the following:

1. ACKNOWLEDGEMENT OF OWNERSHIP/AUTHORITY:

By accepting the terms of this agreement OWNER hereby agrees and acknowledges that he/she/it is the rightful fee-simple owner of Property described below:

_____ *Address*

_____ *Unit Number*

If there is more than one person or entity stated as the owner of the record in the Public Records of the Volusia County Property Appraiser's Office, the following person shall be designated as the contact person for GOC: _____ and as such, represents, warrants and covenants that her or she has the authority to bind Owner to this Agreement and act on its behalf.

2. TERMS OF AGREEMENT AND TERMINATION PROCEDURE:

- A. This Agreement may be terminated at any time provided all commissions are paid for all reservations already in place at the time of the termination and which subsequently result in actual rental stays by guest of GOC.
- B. In the event this Agreement is terminated as set forth above, or Property is sold, OWNER shall honor all confirmed reservations made and kept by guests of GOC prior to termination of the agreement or up to the closing date of the sale.
- C. GOC reserves the right to change or amend the terms of this agreement by giving OWNER sixty (60) days advance written notice prior to such changes or amendments becoming effective and in full force.

3. RESPONSIBILITIES OF OWNER:

- A. **FURNISHING PROPERTY:** The owner shall furnish and maintain the unit in accordance with the inventory and maintenance standards recommended by GOC and guidelines described in Florida Statute 509.
- B. **UTILITIES:** Maintain all utilities (electric, internet, water/sewer, cable television) and make timely payments to all utilities companies. If GOC is notified of potential disconnection, GOC shall have the right to pay, at its sole option, for such utilities in arrears without notice to Owner, in order to become current to avoid disconnection. In any case an administrative fee of \$50.00 will be charged to OWNER in addition to the amount GOC paid to the utility company(ies).
- C. **TELEPHONE:** Have a private local line installed and maintained at Owner's expense.
- D. **RESERVATIONS:**
 - 1. Agree to allow GOC to set rates and discounts for rental of Property. GOC may change base unit rental rates to account for seasonal variations and to meet prevailing market conditions for similar properties in the New Smyrna Beach and Greater Daytona areas when GOC believes it would increase the profitability of Property for Owner. The Property's condition, location, amenities, use restrictions, and base rates will affect each Property's potential rentability. Owner agrees to allow GOC to purchase and manage an internet ad of GOC choice to specifically market Property. Owner shall be provided a copy of an ad. Charges for any ad will be placed on the OWNER's account for all annual ad renewals.
 - 2. OWNER will provide personal use and block out dates in writing to GOC as soon as possible. Owner's personal usage of Property shall not be restricted, however, OWNER shall make no requests to change confirmed rentals to accommodate Owner's personal usage. To avoid double booking, OWNER shall clear its own use requests, block out dates, and OWNER's guest occupancy requests with GOC prior to making any personal or Owner guest plans for usage. Both parties agree that in the event of a double booking, the guest reservation made by GOC shall take precedence.
 - 3. OWNER shall honor all confirmed reservations. Confirmed reservations are defined as those reservations for which GOC has given an acceptance date and secured a down payment.
 - 4. OWNER hereby agrees, acknowledges and understands that all advance reservations require a down payment from the GOC guest of no less than \$500 before the reservation is confirmed. Deposits apply toward the total rental charge.
- E. **PROPERTY ACCESS:**
 - 1. Provide GOC with 6 sets of working keys to the Property's entry door, mailbox, and accessory areas. Owner shall be permitted to keep a locked Owner's closet in Property and a key may be provided to GOC, at the sole option of Owner.
 - 2. OWNER agrees not to enter Property or permit any person or persons, including but not limited to: family member(s), repairman, sales agent, or personal guest, to enter Property when GOC Guests occupy Property.
 - 3. Advise GOC if Property is listed for sale, immediately upon the execution of any Listing Agreement or in the absence of any Listing Agreement making any formal decision or entering into any other agreement to sell Property.
- F. **MAINTENANCE:**
 - 1. OWNER shall arrange for all routine maintenance as may be applicable including but not limited to ground care, pest control, pool services, etc.
 - 2. Owner acknowledges that ALL normal and routine cleaning Property shall be performed and completed in a timely basis as needed GOC shall arrange for Property to be cleaned after each guests' departures. The routine-after-GOC-guest-use cleaning fees are intended to be routine housekeeping and shall not replace an annual deep clean. It is mandatory that Property be deep cleaned once per year, or additionally if needed, either by Owner or at or at Owner's expense. GOC will arrange this service with the OWNER's permission after the owner accepts a current bid.
 - 3. GOC shall perform whatever "minor" tasks and repairs that are necessary to maintain Property in a rentable state, at the discretion of GOC, including but not limited to replacing light bulbs, changing air filters, and replacing damaged and/or items no longer usable items. Items replaced by GOC will be billed to OWNER on an, "as needed" basis, with Prior Owner approval for any such items replacement or repair over \$200 shall be required, provided however, if Owner fails to reply to any written request to repair or replace any item within 5 days of delivery and such repair or replacement may significantly impact a GOC guest. GOC shall be empowered to make such repair or replacement to a maximum of \$500 and retain repayment from future Owner disbursements and/or invoice Owner directly.
 - 4. Owner shall be responsible for all costs and expenses pertaining to Property including but not limited to: furnishings and fixtures, inventory, maintenance and specialized cleaning needed to keep Property at the standard necessary to secure proper rentals at market rates. If necessary, at GOC's discretion. GOC may use licensed and properly insured subcontractors to carry out work for any repair or replacement, as may be applicable. GOC shall make decisions based upon the best interest Owner AND the GOC guest, in GOC opinion with the goal of not moving the GOC guest and thereby attempting to protect and preserve the OWNER's income for that rental stay. Any service calls, scheduled maintenance and repairs required to be performed by GOC shall be billed at \$40 per hour with a \$20 minimum. All billing shall be charged in 15 minute increments.
 - 5. In the event that a GOC's guests use of Property is made impossible or unsatisfactory because of any mechanical, electrical, plumbing or other fault or liability. OWNER hereby acknowledges and agrees GOC may offer up to a 50% rebate on the rental rate being charged the GOC guest as compensation, or that the GOC guest may be transferred to another rental unit at GOC's sole discretion. Any GOC guest transfer because of general dissatisfaction of the GOC

guest shall be made at the sole discretion of GOC and neither GOC guest nor GOC shall be liable to OWNER for rental revenues other than for that period in which the Property was actually occupied by the GOC guest. Examples of such faults and liabilities include, but are not limited to: the breakdown of an air conditioning unit or bedrooms or condominium amenities that become unavailable at the time of the rental period, site construction, inoperable pool, or other situations which may hamper the quiet enjoyment of Property.

G. Damage Waiver Program

GOC shall make reasonable efforts to protect and preserve Property from loss or damage from GOC guests during the term of this Agreement. Therefore, GOC has instituted a Damage Waiver Program for accidental damages reported by GOC guests prior to their end-of-stay departure. GOC shall, at its expense, replace any items that are identified as lost or damaged due to GOC guests, up to an aggregate total of the current replacement limit. This program does not cover items that are worn or depleted from normal wear and tear use by GOC guests.

H. LICENSING, TAXES, AND FEES:

1. Florida State Law requires a Chapter 509 license for a short-term rental property. GOC shall obtain and maintain the appropriate licensing for Property on behalf of Owner. The State of Florida's Licensing Fee of \$35 will be charged to owner annually.
2. Florida State and Local laws also provide for the collection of certain other taxes. GOC shall include a pass through charge for all applicable taxes to each GOC guest. All required taxes shall then be collected and reported to the Florida Department of Revenue and the Volusia County Tax Collectors Office on the 15th of each month, or on a date as may be amended from time to time by the aforementioned taxing authorities, by GOC on behalf of Owner.

4. RESPONSIBILITIES of GreatOceanCondos.com:

- A. Market Property to locate prospective guests.
- B. Receive and process rental payments and deposits on behalf of Owner.
- C. Distribute and/or disburse net funds once monthly to Owner. Any costs to enforce collection of amounts due by GOC guests shall be borne solely by GreatOceanCondos.com
- D. Arrange for emergency or necessary repairs or replacements at Owner's expense as outlined hereinabove.
- E. Collect and pay all applicable state and local taxes on behalf of the Owner as outlined hereinabove.

5. GreatOceanCondos.com's AUTHORITY:

This Agreement shall grant GOC the exclusive right to market, manage and enter into rental agreements on behalf of Owner for Property.

- A. If property is rented through any other management company (after property is signed up with GOC), GOC reserves the right to withhold and keep 18% of published rate for that time period out of any rental proceeds
- B. All Reservations transferred from the Sea Coast Gardens II Rental Corporation or Sea Coast Gardens III Corporation, as the case may be, shall be charged a 15% commission rate on gross rents received by GOC. And subsequent reservations made shall be charged the 18% commission rate on the gross rents received by GOC.
- C. The OWNER hereby authorizes GOC as its agent, to enter into reservation Agreements with prospective GOC guests, and accept security deposits and other payments.
- D. The OWNER hereby authorizes GOC, as its agent, to hire and arrange for services to the real property, or personal property located within Property, subject to in accordance with the provisions stated herein.
- E. OWNER reserves the option to solely initiate, coordinate and contract for repairs at no additional payment owed to GOC.
- F. GOC shall be authorized to direct cable and Internet service providers to disclose, change, or update Internet passwords, SSID (network name) in order to facilitate support for Property's Internet service and GOC guests.
- G. OWNER authorizes GOC, as their agent, to set, monitor and regulate all rental rates. All rates are based on views, amenities and décor of individual units.
- H. OWNER authorizes GOC to use Property's physical location address for marketing purposes including capturing the "Google Address".
- I. OWNER hereby acknowledges and agrees an online internet ad will be purchased for their specific unit on sites such as HomeAway.com, VRBO.com, AirBnB, vacationrentals.com, FlipKey.com, and the like. Charges shall be applied to Owner's account for the initial ad setup and on the annual renewal dates. GOC shall maintain control over the management of the ad and the ad shall be considered the property of GOC. In the event this Agreement is terminated, regardless of cause, any advertisement of Property, internet or otherwise, shall be discontinued.

6. COMMISSIONS AND FEES:

- A. The OWNER agrees to pay the sum of eighteen percent (18%) of the gross collected rental fee amount on all rentals procured by GOC and paid to GOC.
- B. OWNER agrees to pay to GOC the sum of fifteen percent (15%) of the "actual established" gross rate on all guests obtained by the OWNER. It is understood that all returning guests secured by the OWNER will be charged a commission rate of 15% of the "actual established" advertised gross published rate.
- C. All commissions and fees due to GOC will be deducted from rents collected prior to disbursement to OWNER. Rental income disbursements shall be on the 10th of the month.
- D. GOC will provide Owners Internet access to Owners individual statements giving a summary of rental activity for Property including a year-end summary report. This statement shall indicate both gross and net incomes and any charges or fees. OWNER shall provide the proper information in order to have disbursed funds electronically transferred into Owner's bank account, including all information required by the proper taxing authorities in order to issue the required annual IRS form 1099 timely. A year-end report of rental income will be provided for tax purposes in the form of an IRS Form 1099.
- E. OWNER understands that GOC reserves the option to charge and to receive revenue for various miscellaneous revenue items in relation to the rental of vacation properties, including but not limited to: cleaning fee, booking fee, crib rental and trip insurance. GOC reserves the right to offer additional services with or without an additional fee to all GOC renters.
- F. A \$179 initial set up fee shall be charged to the OWNER's statement. This covers the administrative and operational costs including, but not limited to: online reservation system, property web page, and photography. There is also an annual licensing fee of \$35. This is a fee that is mandated by the State of Florida to place your unit under our license. The initial set-up fee will be waived for all Sea Coast Gardens II or Sea Coast Gardens III owners who engage GOC to manage their property by November 15th, 2016.
- G. GOC provides a concierge service to all owners and guests. There is a \$35 trip charge, plus the cost of any items and materials, for the GOC property services manager or vendor to purchase and deliver items to Property.

7. DISCLAIMER OF GUARANTEES:

- A. OWNER acknowledges, understands and agrees that GOC has made no guarantee of occupancy or income levels for Property.

8. INDEMNIFICATIONS AND INSURANCE:

- A. OWNER shall be responsible for procuring and maintaining at it's sole cost and expense, liability and contents insurance at all times during the term of this agreement, and by execution of the agreement acknowledges that it has consulted with a licensed and professional insurance agent to assure that it's coverages are reasonable and adequate for Property. Such liability insurance coverage on Property shall be no less than a minimum aggregate amount of \$300,000 per occurrence for personal injury and bodily damage occurring at, in or on Property.
- B. GOC shall be named as an Additional Insured on any unit insurance policy, during the length of this Agreement. The deceleration page of any policy shall be forwarded to GOC upon written request.
- C. GOC may freely assign this Agreement, in whole or in part. OWNER shall not assign, whether voluntarily, by operation of law, or otherwise, this Agreement without GOC's prior written consent, which shall not be unreasonably withheld. Any attempt by OWNER to assign this Agreement in violation of this provision will be void and of no effect. This Agreement shall bind and insure to the benefit of the parties and their respective successors and permitted assigns.
- D. OWNER agrees that GOC 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 GOC for loss of property or injury, or upon any other grounds, OWNER shall indemnify and hold GOC harmless.
- E. OWNER agrees to release, defend, indemnify, and hold GOC and its officers, owners, and agents (each an "Indemnitee") harmless from: (1) any and all costs and expenses incurred by Indemnitee, including reasonable attorney fees, paralegal fees and costs at trial and appellate levels, from any all liability, proceedings, suits or other claims arising under or in connection with this Agreement, any Vacation Rental Reservation Agreement or the rental, operation and/or management of the Property, and (2) from all liability for injuries to persons or damage to Property suffered or sustained by any persons in or on the Property.

THIS AGREEMENT, MADE AND ENTERED INTO BY THE PROPERTY OWNER AND GREAT OCEAN CONDOS.COM, UPON BOTH PARTIES SIGNING THIS AGREEMENT.

GreatOceanCondos.com LLC | 999 Douglas Ave Suite 2217 | Altamonte Springs, Florida 32714 | 386.478.7863

Property Owner

GreatOceanCondos.com, LLC Managing Member