**Resort Home Network Orlando LLC**

**Owner Rental Management Agreement**

**State of Florida**

**This OWNER RENTAL MANAGEMENT AGREEMENT (the “Agreement”) is made this \_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2015 by and between Resort Home Network Orlando, a Florida limited liability company (“RHN”) and**

**Unit Owner Names \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Adress:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Telephone Number(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Home \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell**

**Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Unit Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sub-Division:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Recitals**

**Whereas**

1. Owner wishes to engage the services of RHN as exclusive Rental Management Agent to offer the above described rental unit located in Kissimmee, Florida (the “Unit”) for rental under the terms and conditions set forth below;
2. RHN will offer the Unit as a short term rental and vacation accommodation; and
3. The establishment of the good will of renters, prospective renters, and travel industry professionals shall be considered a paramount objective of all parties.

NOW THEREFORE, in consideration of mutual covenants and promises set forth herein, of all the parties hereto agree as follows:

**Definitions**

“Guest” means any person or persons who rent the Unit, but excluding Owner, Owner’s immediate family and friends of the Owner.

“Unit” typically means throughout the context of this Agreement the Unit owned by the Owner together with an undivided share of common elements and liability for common expenses appurtenant thereto.

1. **Agency:** Owner hereby retains RHN as its exclusive agent for the purpose of renting the Unit to Guest and RHN agrees to act as the exclusive agent subject to the terms and conditions of this Agreement.
2. **Rental Services: RHN shall, in a commercially reasonable manner:**
	1. Provide necessary personnel and contract labor to manage, maintain, and otherwise conduct the rental operation of the Owner’s Unit and provide personnel to serve the management and rental requests for Owner and all other unit owners under agreement with RHN.
	2. Manage all reservations for the Unit
	3. Coordinate housekeeping services to the Unit pursuant to the terms and fees listed in this Agreement
	4. Oversee maintenance of the Unit
	5. Submit monthly to the appropriate tax collection agency all federal, local, county and state sales tax collected for the Unit;
	6. Inspect the Unit before a guests arrives at the house
	7. Conduct monthly inspections of the unit
	8. Maintain an online portal for owner’s viewings of rental activity for their respective units.
	9. Provide the Owner an accounting statement complete with rental income and expense report for the Unit.
	10. Send any monies due to the Owner for rental income a check post dated by the 25th day of the following month.
	11. Assist the Owner in maintaining the Unit in a state of good condition and repair by: conducting a quarterly inventory of all major furnishings and equipment and reporting on the general condition of the Unit
	12. Assist with handling any Unit related insurance claims.
3. **Management Fee:** RHN shall charge the Owner a monthly recurring management fee of $120 for Townhomes/ Condos per month.
4. **Owner Obligations:** Owner agrees to:
	1. pay all mortgage obligations, real estate taxes, property assessments, association fees, and expenses associated with the Unit, content and liability insurance as they become due.
	2. pay for all charges in connection with installation, connection, and/or initiation of telephone, electricity, gas (when needed), water, cable TV, and any other relevant service providers in connection therewith.
	3. pay all costs involved in obtaining a license for short-term rental of the unit along with all expenses incurred in bringing unit up to standard required for obtaining a license for short term rental.
	4. execute a limited power of attorney in the form attached hereto as Exhibit A naming RHN as Owner’s attorney-in-fact for the purposes stated therein, including, but not limited to giving RHN the right to evict Guests who refuse or fail to adhere to the rules and regulations of the resort where the Unit is located or those guest who are in breach of their Agreement with RHN.
5. **Method of Payment of Bills:** RHN will assist the Owner in setting up a direct bill for all monthly reoccurring charges such as: electricity, phone, and cable. It shall be the Owner’s responsibility to pay for those charges when incurred, and to ensure that adequate funds are maintained in the account from which the direct bill payment is to be made.
6. **Insurance:** Owner agrees to secure from an insurance company approved by RHN, such approval not to be interpreted as an endorsement by RHN of the insurance company or a warranty or guarantee of the insurance company’s financial status of ability to respond to claims.
7. **Term of the Agreement:** This Agreement shall remain in for 5 years unless the owner or RHN decide to terminate the Agreement at which time either party may give the other party at least 10 day’s notice, whereupon this Agreement shall be terminated**.**
8. **Licensure of Unit:** RHN will on behalf of the Unit Owner arrange for the Unit to comply with all relevant statutory requirements to enable Unit to be licensed for short term rental with the Department of Business and Professional Regulations Division of Hotel and Restaurant. There is annual license fee due on or before March 31. This fee is regulated by the State of Florida and will be charged yearly to the Owner’s statement. The Department of Revenue also requires each Unit to hold a Sales Tax Number and there is a one-time fee to register for the Sales Tax Number. If Owner has an existing Sales Tax Number Owners shall provide such number to RHN. If Owner does not have a Sales Tax Number, then RHN shall apply for a number on Owner’s behalf, and at Owner’s expense.
9. **General Maintenance:** RHN will conduct monthly and quarterly inspections of the Unit and minor maintenance (anything under $100) will be conducted at the discretion of RHN. RHN’s shall contact the Owner for any repairs costing more than $100.00 unless the Unit is occupied by a Guest and the repair must be done immediate, in which case Owner acknowledges that time is of the essence to effect the repair quickly so as to cause minimal disruption in the Guest. RHN will provide the Owner with a detailed report on a quarterly basis as to the overall condition of the Unit and the cost of repairs, and any expected repairs that are needed, and the estimated cost for such repairs.
10. **Miscellaneous Provisions:** This Agreement shall be subject to and contingent upon the following:
	1. Owner agrees to defend, indemnify, insure, save and hold RHN free and harmless from any and all claims, demands, damages, costs and expenses, including, without limitation, attorney fees, judgments, fees, fines, liens, or assessments, and any and all amounts, claimed, paid, or to be paid in settlement, arising from, related to or in connection with any negligence, willful act, or intentional omission by Owner of its obligation to maintain the Unit in a safe and habitable condition.
	2. It is hereby acknowledged and agreed that RHN shall have no obligation to ensure that persons occupying the Unit comply with the restrictions on use set forth in the Declaration of Condominium, the Rules and Regulations of any Association, or any other restrictions (collectively the “Rules”) governing the Owner’s or the Owner’s rental tenants, guests or business invitees or any other person’s use of the Unit. Owner hereby agrees to indemnify, insure, save, defend and hold harmless RHN, it’s owners , directors, members, officers, employees and agents (collectively, the “Indemnities) from any and all damages, claims, suits, actions, losses and judgments arising from any breach of such Rules.
	3. Neither RHN, nor its sub-contractors, employees, agents, subsidiaries, officers, directors, members, parents or affiliates shall be liable for any loss or damages to any person or property, including but not limited to Owner, or the Unit and its equipment, furnishings, and appliances, of any nature resulting from any accident or occurrence in or upon the Unit, and the building of which the Unit is a part. This provision shall constitute an indemnification and waiver and is supported by separate and adequate consideration and RHN would not enter into this Agreement but for the inclusion and enforceability of this provision. This waiver and indemnification shall include but not be limited to any and all claims, demands, damages, costs and , including, without limitation, attorney fees, judgments, fees, fines, liens, or assessments, and any and all amounts, claimed, paid, or to be paid in settlement, resulting from: (1) the Acts or Omissions of Guests; (2) wind, hurricane, rain, or other elements of nature; (3)Theft and Vandalism; and (4) Fire or Acts of God.
	4. If Owner shall store private property in the Unit, such storage shall be at Owner’s own risk and RHN shall have no liability for any loss or damages thereto.
	5. Owner hereby irrevocably and appoints RHN as Owner’s Attorney-In –Fact for the entire term of this Agreement for the limited purpose of (1) providing Guests with full access to all common areas associated with the Unit, (2) causing any and all maintenance activities including those within the Unit to be undertaken promptly; (3)taking any action that may be lawfully permitted or required to evict any guest, tenant or occupant from the Unit; (4) collecting any amounts due from any person in relation to the use of the Unit; and (5) managing monies collected on behalf of Owner and disbursing such moneys in a manner consistent with the terms of this Agreement. This limited power of attorney is specifically limited to the above items. RHN is fully authorized to provide a further power of attorney to any person on behalf of Owner for the purposes stated above and to proceed in the name of Owner or RHN in such manner as authorized herein.
11. **Binding Effect:** This Agreement shall ensure to the benefit of and constitute a binding obligation upon the contracting parties, their successors, heirs, assigns, and personal representatives. The parties hereto agree that this Agreement may not be assigned without prior written consent of the other.

**Monthly Fees: $120 a month management fee. If the unit is not rented 12 days in any given month then RHN will waive the monthly management fee.**

**Owner: (If the Unit is owned by a husband and wife both must sign. If Owner is a company two authorized officers must sign and indicate title)**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_**

 **Owners Signature**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_**

 **Owners Signature**

**Resort Home *Network Orlando, LLC***

***By\_\_\_\_\_\_\_\_\_\_\_*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_**