



ResortQuest Northwest Florida  
 1110 Santa Rosa Blvd  
 Fort Walton Beach, FL 32548  
 850-226-8700  
 850-226-8702  
 dmarinko@resortquest.com

**RENTAL MANAGEMENT AGREEMENT**

**This Agreement**, dated \_\_\_\_\_, 20\_\_, is between ResortQuest Northwest Florida, LLC, d/b/a ResortQuest (“ResortQuest”), its successors and assigns, and \_\_\_\_\_ (“Owner”), whose mailing address is \_\_\_\_\_.

**BECAUSE**, ResortQuest is in the business of providing rental and property management services (“Services”) to owners of vacation and resort properties and is willing to provide such Services to Owner; and

**BECAUSE** Owner wants to retain ResortQuest’s Services;

Therefore, in exchange for the mutual promises and consideration expressed in this Agreement, the Parties agree as follows:

**Engagement of ResortQuest**

- 1.1 Owner grants to ResortQuest the sole and exclusive right to rent and manage Owner’s condominium unit/house/apartment located at \_\_\_\_\_ (the “Unit”) for the Term of this Agreement.
- 1.2 Owner will conduct all rentals of the Unit only through ResortQuest, will pay to ResortQuest all rent or fees received by Owner for the rental of the Unit and will refer to ResortQuest all inquires for rentals of the Unit, received in any form, from any source.
- 1.3 Owner acknowledges that ResortQuest may manage other similar Units within the property in or on which the Unit is situated and further acknowledges that ResortQuest makes no representations concerning occupancy levels of the Unit or any income to be received by Owner as a result of ResortQuest’s efforts hereunder.
- 1.4 Owner agrees that all information concerning persons occupying the Unit, specifically including without limitation; names, addresses and credit card data, is the sole and exclusive property of ResortQuest. This Agreement does not give Owner the right to use the service marks or trademarks of ResortQuest.
- 1.5 Owner represents and warrants that it is the lawful owner of the Unit and has full authority to execute this Agreement.

**Term of Agreement; Termination; Effect of Termination**

2.1 The “Term” of this Agreement will start on the date it is signed by the Owner (or last signed by any Owner, known as the “Effective Date”) and will continue until terminated by either party on ninety (90) days’ prior written notice. This contract will automatically renew each year on anniversary of the Effective Date (the “Annual Renewal Date”) for a Term of one additional year, unless written notice to terminate the contract is delivered by U.S. certified mail to either party at least ninety (90) days prior to

the Annual Renewal Date. Following a notice of termination, ResortQuest will stop accepting rental reservations for the Unit for any dates occurring after the date specified in the notice.

2.2 In the event either party breaches this Agreement and the breach remains uncured following written notice of the breach for more than ten (10) days as to matters involving the payment of monies, or for fifteen (15) days as to all other matters, then the non-breaching party may terminate this Agreement by giving the other party another written notice.

2.3 Following receipt of Owner's notice of termination, ResortQuest will use its reasonable efforts to transfer any confirmed reservations scheduled to arrive on dates after the notice of termination to another comparably priced unit(s). In the event that a transfer cannot be accomplished, ResortQuest may transfer the affected reservation(s) to a higher priced unit, and Owner will pay ResortQuest any difference in the rental rate. If another unit is not available and ResortQuest must cancel a reservation because of Owner's termination, Owner will pay ResortQuest any out of pocket expense incurred by ResortQuest, including but not limited to returned deposits, rental payments and credit card charge backs.

### **Insurance**

3. During the Term of this Agreement Owner agrees to pay for and keep in effect liability insurance naming ResortQuest as an additional insured in the minimum amount of Three Hundred Thousand Dollars (\$300,000) per occurrence for the Unit, unless a higher amount is specifically required in the attached Fee Schedule and Policies. Owner will provide ResortQuest with a certificate of insurance verifying the insurance coverage at least once a year. Owner agrees that its insurance policies are primary for all occurrences and incidents which happen in or about the Unit and authorizes ResortQuest to provide copies of the certificate to third parties upon reasonable demand.

### **Mutual Indemnification**

4.1 Owner will indemnify, defend and hold ResortQuest and ResortQuest International, Inc. and all of their officers, employees, agents, subsidiaries and affiliates harmless from and against any and all loss, cost, judgments, expenses, attorneys' fees, suits, liabilities, damages or claims for damages by reason of any cause whatsoever, except as provided below in Section 4.2.

4.2 ResortQuest will indemnify, defend and hold Owner harmless from and against any and all loss, cost, judgments, expenses, attorneys' fees, suits, liabilities, damages or claims for damages arising out of ResortQuest's gross negligence or willful and intentional misconduct.

4.3 The indemnifying party under either Section 4.1 or 4.2 agrees to defend, promptly and diligently, at its expense, any claim, action or proceeding brought against the indemnified party, arising out of or connected with any of the matters referred to in Section 4.1 or 4.2, as applicable. Defense of any such claim must be accepted within ten (10) days after the date tendered. Defense will be with counsel reasonably acceptable to the indemnified party. Failure to accept any tender of defense will entitle the indemnified party to conduct such defense at the expense of the indemnifying party.

### **Management Services**

5.1 Owner will furnish and maintain Unit in the same manner and condition as it exists as of the Effective Date, including, but not limited to: maintaining the levels of kitchen inventory, furniture, furnishings and appliances as determined by ResortQuest.

- 5.2 Owner will, upon notice from ResortQuest, pay for any repairs deemed necessary by ResortQuest to maintain Unit in such manner and condition as they exist as of the Effective Date. ResortQuest may, without Owner's prior consent, make any repairs deemed by ResortQuest to be necessary for the immediate safety or preservation of persons, rental reservations, rental income or property. ResortQuest may reimburse itself for such expenditures out of rental proceeds, or in the event such proceeds are insufficient, Owner will pay ResortQuest for same, upon receipt of ResortQuest's invoice. If the needed repairs exceed the Maintenance Allowance specified in the Fee Schedule and Policies (attached at the back of this Agreement), ResortQuest will attempt to contact Owner prior to incurring the expense.
- 5.3 Where applicable, Owner authorizes ResortQuest to charge rental guests at ResortQuest's option either refundable damage deposit (which may be in the form of a credit card authorization) or a retained fee for a security deposit program.
- 5.3.1 When a refundable damage deposit (or credit card authorization) is collected, ResortQuest agrees that it will inspect the Unit for damage, loss or theft after departure of guests. ResortQuest will use commercially reasonable efforts to charge the cost of any damage, losses, or theft against the guest's damage deposit. Household items such as kitchenware and small appliances, linens, decorating accessories, DVDs, music CDs, and other similar items ("Expendable Items") are deemed expendable and are therefore not covered by this Section 5.3, except for obvious or blatant damage or large scale theft. ResortQuest will take into account normal wear and tear in calculating the replacement costs for items covered by this Section 5.3.1.
- 5.3.2 When a security deposit program fee is collected, ResortQuest agrees that it will inspect the Unit for damage, loss or theft after departure of rental guests, and report covered damage to the insurer underwriting the security deposit program. Owner agrees that ResortQuest will not be responsible, among other things, for ordinary wear and tear, Expendable Items, intentional damage, Acts of God or damage by non-guests.
- 5.4 Owner will coordinate any and all reservation of any Unit by the Owner through ResortQuest, provided however, that Owner's intended use of the Unit may not interrupt any confirmed rentals of the Unit. Owner agrees not to occupy the Unit during any time for which ResortQuest has issued a confirmed reservation to a rental guest. Owner further agrees to make the Unit available to ResortQuest for rental for at least ten (10) weeks during the period beginning the Friday prior to Memorial Day and ending on Labor Day of each year.
- 5.5 Owner will permit ResortQuest to enter into any contract on behalf of the Owner reasonably necessary for ResortQuest to perform its duties under this Agreement.
- 5.6 If the Owner lists the Unit for sale or otherwise offers to sell or transfer legal or equitable title to the Unit, other than by a mortgage or deed of trust, the Owner will promptly notify ResortQuest of such listing or offer for sale. Owner will cause any Realtor showing the property to communicate first with ResortQuest in order to cause the least disturbance to guests who may be occupying the Unit. Owner agrees that any contract for sale of the Unit will provide that the purchaser will assume this Agreement, but only with respect to any confirmed rentals of the Unit which are scheduled for dates beyond the date of closing under said contract. Owner expressly agrees to notify ResortQuest in writing within three (3) days of any sale or change in control of the Unit by faxing or emailing ResortQuest at the address listed in the Fee Schedule and Policies.

- 5.7 Owner will ensure that the Unit at all times complies with all applicable building, fire and life safety codes.
- 5.8 Owner will promptly pay ResortQuest the fees as described on attached Fee Schedule and Policies (the "Fees"). ResortQuest is authorized to retain or pay itself such Fees from rentals received by ResortQuest on behalf of Owner. To the extent any such rental receipts are insufficient to pay the Fees, Owner will remit the balance due promptly to ResortQuest following receipt of ResortQuest's invoice for same. In the event that ResortQuest refunds rent to a guest, Owner will reimburse ResortQuest for same to the extent that Owner received such rent.
- 5.9 ResortQuest may maintain monies received on behalf of the Owner in an interest bearing account and ResortQuest is entitled to retain any and all interest earned from this account. Within twenty (20) days following the end of the month in which monies are received or a guest's stay is completed, whichever is later, ResortQuest will pay to Owner all monies received on behalf of the Owner, after deducting from these monies any amounts ResortQuest is entitled to under this Agreement and its attachments and addendums. ResortQuest will also furnish the Owner with a monthly statement and remittance of all rental receipts and expense disbursements relating to the Unit for the preceding month by the twentieth (20<sup>th</sup>) day of each month.
- 5.10 Owner will promptly pay when due all bills related to the ownership and operation of the Unit, including but not limited to: utilities, telephone, cable TV, homeowners' association dues, property taxes, pest control fees and insurance premiums.
- 5.11 ResortQuest will provide full-time property and rental management of the Unit, including, but not limited to: setting and collecting rental rates; setting discount rates; determining which, if any, travel or other intermediaries or distributors to use for renting the Unit; advertising and marketing the Unit for rental (including, but not limited to: displaying the Unit on ResortQuest's and third party web site(s), in print, and in any other media in any form; and Owner hereby grants to ResortQuest a non-exclusive license for the term of this Agreement to make, use, copy, distribute and display images of the Unit and text describing the Unit in any media in any form); making repairs authorized by this Agreement; and providing housekeeping and routine maintenance services.
- 5.12 ResortQuest may book rentals of the Unit for promotional use, without payment of rental to the Owner, for a maximum of seven (7) nights per year.
- 5.13 Owner hereby grants its permission, subject to any homeowner's association rules or covenants, for ResortQuest to place one or more signs on or about the Unit advertising its availability for rental.

## **Miscellaneous**

6.1 This Agreement will be governed by and construed under the laws of the State of Florida, without giving effect to such state's laws concerning conflict of laws. Any actions brought to enforce this Agreement must be brought in the state courts of Florida in the County where the Unit is located, and both Parties irrevocably agree to submit to the jurisdiction of that court. In any action by ResortQuest to enforce this Agreement, Owner will pay ResortQuest's reasonable legal fees and court costs. The Parties agree to waive any right to a trial by jury.

6.2 The parties agree that ResortQuest may amend this Agreement from time to time upon sixty (60) days' prior written notice to Owner, including changing terms set forth on the attached Fee Schedule and Policies or subsequently added pages. Following the expiration of the sixty (60) day

notice period, the revised terms and conditions will amend this Agreement and govern the parties unless Owner objects. ResortQuest may, at its option, treat any such objection as a notice of termination.

6.3 Owner agrees to keep the terms and conditions of this Agreement confidential, specifically including all fees, rates and special provisions.

6.4 If any portion of this Agreement is held invalid, then the other portions shall be deemed valid, and so far as is reasonable and possible, the intent of the parties shall be given full effect (even in the parts deemed invalid).

6.5 Any notices to be given pursuant to this Agreement shall be in writing and addressed to each party at the address noted on the first page. A notice will be deemed given: (i) at the time delivered, if hand delivered; (ii) one (1) day following receipted delivery to a nationally-recognized overnight courier; or (iii) three (3) days after depositing, postage prepaid, in the U.S. Mail.

6.6 This is the entire agreement ("Agreement") between the Parties and, except as provided in this Agreement, may only be modified by a writing signed by both Parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year last written below.

***OWNER (S) or MANAGING PARTNER(S):***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Social Security Number or Federal ID (For IRS 1099 purpose): \_\_\_\_\_

***RESORTQUEST NORTHWEST FLORIDA, LLC:***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**FEE SCHEDULE AND POLICIES**

Owner agrees to pay ResortQuest the following Fees:

1. Owner hereby agrees to pay ResortQuest a “**Management Fee**” of thirty percent (30%) for all reservations less than thirty (30) days and twenty-two percent (22%) for all reservations thirty (30) days or longer. For all “**Rental Revenue**” derived from the rental of the Unit during the Term and for such period following the expiration of the Term as persons occupy the Unit who reserved such occupancy during the Term, whether rented by Owner or ResortQuest. “**Rental Revenue**” means the nightly/weekly/monthly rental for the Unit less: travel agent and travel intermediary fees and commissions; credit card discount and processing fees, and marketing and advertising fees. Rental Revenue does not include any taxes and surcharges imposed by any governmental or regulatory entity or fees collected by ResortQuest from persons renting the Unit for services or amenities, including, but not limited to: golf course and greens fees; pool fees; tennis fees; fees for use of boats and bicycles; video rentals; rebates from suppliers and vendors; food and beverage charges; and apparel.
2. For all referrals made by Owner to ResortQuest via the Questperks Program which result in a fully-paid rental fee, ResortQuest will pay a 15% owner referral fee. Owner may discount the rental rate up to 20% off of the published rate and still receive the owner referral fee.
3. Owner agrees to pay an origination fee of \$250.00 (\$150.00 for a Unit already managed by ResortQuest) to ResortQuest to defray all or part of ResortQuest’s expenses in establishing Owner’s Unit in ResortQuest’s systems
4. Housekeeping expenses related to rental departures will be borne all or in part by Guest with the remainder to be paid by Owner. The Owner will be responsible for a semi-annual Deep Cleaning Fee. Owner understands that flooring, upholstery, etc. in the Unit will be cleaned as needed at the discretion of ResortQuest and will be billed to the Owner. Also, any inventory items which are described in this Agreement as “Expendable Items” may need to be replaced and will be replaced by ResortQuest and billed to Owner without Owner’s authorization up to \$300 per item.
5. Owner authorizes ResortQuest in Owner’s name and at Owner’s expense to make or order repairs to Unit as may be required for its operation. Owner will be contacted for any single repair over \$300. A fee of \$26.50 per month for ResortQuest’s Maintenance Program, as well as such fees as are billed to Owner from time to time for such third parties as ResortQuest may retain from time to time for the maintenance, repair or services asked of ResortQuest by the Owner or services deemed necessary by ResortQuest to maintain the Unit in the same manner and condition as it exists as of the date hereof. See Maintenance Program details for included and excluded services.

6. Owner will pay one-time linen set up fee to start on ResortQuest rental program in the amount of 1B-\$300, 2B-\$450, 3B-\$600. Linen replacement fees will be as determined by ResortQuest and will be charged annually. One set (par) of linens will be returned to Owner upon termination of this Agreement upon request of the Owner.
7. ResortQuest may provide services in its sole discretion, beyond normal housekeeping, maintenance and inspections of Unit, upon request of Owner. For these services by ResortQuest there will be an additional charge, at ResortQuest's option, for each service provided for an amount each hour, or a percentage of the amount paid by ResortQuest on behalf of the Owner for those services and those fees may periodically be adjusted at ResortQuest's discretion.
8. Owner will pay ResortQuest a Florida State Tax Registration Fee of \$5.00 which may be changed as determined by the State of Florida. In the event that the Owner is already registered with the State for the purposes of paying rental related taxes, the owner will provide that information to ResortQuest to prevent multiple registrations.
9. Pet cleaning fee: Paying guests and guests of Owner are never allowed to bring pets on the property unless the Unit has been determined by the Owner and ResortQuest to be a Pet Friendly Property. In the event Owner brings pets into a non-Pet Friendly Unit, the Owner may be charged an appropriate fee for any additional cleaning made necessary because the Unit is rented to the general public (some guests may have pet allergies etc) and of the pet's presence, odors, or damage to any part of the property including common areas and grounds. If the Unit has been determined to be a Pet Friendly Property any guest that stays in the Unit will be charged a non-refundable Pet Fee by ResortQuest which will be retained by ResortQuest to be used to clean flooring, upholstery, draperies, pest control, etc. as determined is needed by ResortQuest. Owner does \_\_\_\_\_ does not \_\_\_\_\_ choose to deem the unit as a pet friendly unit. If Owner chooses to deem unit as Pet Friendly Owner does so with full knowledge that the association that unit is a part of will allow guests to have pets.

Initial by Owner \_\_\_\_\_

10. ResortQuest may pay itself all fees due hereunder out of Rental Income received in respect of the Unit. In the event Rental Revenue is insufficient to pay all fees when and as due, Owner will promptly pay any balance upon receipt of ResortQuest's invoice. ResortQuest requires that Owner maintain a working balance of \$300 on condominiums and \$500 on houses. ResortQuest may ask owner to sign a Credit Card Preauthorization Form to allow ResortQuest to charge to a credit card that Owner designates any expenses that Owner does not pay for separately or that are not covered by Owner's rental income. ResortQuest maintains the right to increase this working balance amount at its discretion if the working balance is shown to not be sufficient.

## Policies

11. ResortQuest can at its discretion discount the rate paid by dissatisfied guests to resolve guest issues related to unit and or property problems, issues or deficiencies such as property feature closure, construction, unit condition, appliance failure, etc. ResortQuest reserves the right to vary the rate based on market conditions. ResortQuest reserves the right to relocate any dissatisfied guest who demands to be moved to another Unit managed by ResortQuest.
12. Owner Agrees that check in time for Owner and Guests of Owner is between 3:00pm and 5:00pm and departure time is 10:00am. Owner will make a reservation prior to arrival.
13. Owner agrees that all cleaning of the Unit will be performed by ResortQuest and not by Owner or Guest of Owner.
14. During times of occupancy by guests, Owner agrees not to enter Unit.
15. ResortQuest works diligently to acquire advanced reservations in some case up to one year in advance. Owner agrees to allow advanced reservations and to make Owner Reservations as far in advance as possible. Both the Owner and ResortQuest will use their best efforts to avoid reservation conflicts. If through an error which results in a double booking, a renter is occupying the premises when the error is discovered and if substitute accommodations are available, such accommodations shall be provided to the Owner at the prevailing rate, less ResortQuest's management fee. ResortQuest is unable to honor a request by Owner to move a confirmed paying guest.
16. ResortQuest will inspect Owner's Unit at least once per year and give owner a report of the condition of the Unit as well as to make recommendations that may assist the Owner in making the Unit more desirable to guests. Owner agrees not to allow the Unit to fall below ResortQuest's minimum standards. In the event that the unit does fall below ResortQuest minimum standards, ResortQuest will notify the Owner and the Owner will have forty five (45) days to bring the unit up to minimum standards before Owner is considered to be in breach of this Agreement.
17.  If checked, Owner will be required to maintain increased insurance as provided in Section 3 of the Rental Management Agreement. For the Term of this Agreement, Owner agrees to maintain liability insurance naming ResortQuest as an additional insured in the minimum amount of \$300,000 per occurrence for the Unit.
18. Owner will pay for the installation, maintenance and service fees of electronic locks on the Unit if requested by ResortQuest.
19. Owner is solely responsible for securing any area the Owner may designate as an "Owner's Closet" in the Unit. ResortQuest is not responsible for inspecting the Owner's Closet, and will not be liable for any property left in or losses from the Owner's Closet.
20. All provisions of this addendum may be changed from time to time provided that notice of the change is given to the Owner with not less than 60 days notice.



**Primary Contact**

Owner Home Phone \_\_\_\_\_

Owner Work Phone \_\_\_\_\_

Owner Cell Phone \_\_\_\_\_

Owner Email Address \_\_\_\_\_

**Alternate Contact**

Owner Home Phone \_\_\_\_\_

Owner Work Phone \_\_\_\_\_

Owner Cell Phone \_\_\_\_\_

Owner Email Address \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number
+

or

Employer identification number
+

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.