



Property Management & Vacation Rental Solutions

Palm Central Property Management, LLC

7862 W Irlo Bronson Memorial Hwy
Suite 331
Kissimmee, Florida
34747

Property Management & Rental Agreement

Property Management and Maintenance Agreement

This agreement, effective on _____ between **Palm Central Property Management, LLC**, hereinafter called the "Manager" and _____ hereinafter called the "Owner" provides exclusive obligation to operate and manage the property located at:

Street _____ City _____ State _____ Zip _____

The Manager Acknowledges & Agrees:

1. To maintain the property in a clean well-groomed manner at all times using the services of sub-contractors if necessary, to accomplish the work and will oversee their performance.
2. To have repairs made in order to keep the property in a fit state for ongoing use. The Manager will arrange for all repairs to be carried out up to a sum of \$300 without referral to the owner. For items in excess of \$300 a request for approval will be made to the owner except in an emergency situation.
3. To ensure that any disbursements for the property will be paid promptly each month subject to the owner account being in sufficient credit. Should funds not be available, then these disbursements may not be paid, and the owner may become liable for the disconnection, reconnection or late charges.
4. To maintain accurate records of all monies received & disbursed in connection with the management of the property. Itemized statements will be issued via email by the middle of the following month.
5. To ensure that the property is correctly licensed and compliant to state requirements for vacation rental property at all times. The owner will be responsible for the payment of the associated costs.
6. To pay all appropriate sales and tourist taxes on the Owner's behalf to the relevant authorities (subject to availability of funds in the owner's account) from rental booking income received. Owner is responsible to inform the Manager of the total rental booking income for any bookings they have placed in the property.
7. To actively market the property both on the Manager's website and through third party relationships. The Manager will charge a commission of 15% on bookings placed by the Manager either directly or through a third party. All pool heating charges will be paid to the Owner in full. A \$30 administration fee will be charged for all Owner bookings and a \$50 fee when owner confirms booking with guest but requests the Manager to handle the paperwork (collection of payment and terms & conditions). The Manager offers credit card services for rental bookings to provide all payment options. All merchant services fees will be deducted from the rental income paid to the Owner if not charged to the guest.

8. To carry out periodic inventory checks at the property and inform the Owner of any changes or losses. Damage deposits in the amount of \$300 will be taken on every booking and guests will be charged for items outside of normal wear & tear. A cleaning fee will be charged to the Renters by the management company for stays of 6 days or less. Renters with stays with durations of 7 days or more will not incur a cleaning fee to encourage longer stays, but instead will be charged to the owner.

The Owner Acknowledges & Agrees:

1. To maintain a \$1000 balance in the Owner's maintenance account, from which the Manager may cover monthly expenses. Optionally, a \$1,000 escrow is required if the Manager undertakes, at the request of the Owner to pay any utilities. If manager is tasked with paying the utilities, there will be a \$25 monthly fee paid by the owner for that service.

2. To secure from an approved insurance company a rental dwelling policy covering the property. The policy must be a Landlords, Renters and Tenants Policy. The Owner will provide evidence, and a copy of the policy to the Manager. The policy must provide a minimum of \$300,000 personal/premise liability insurance. An umbrella policy for additional personal liability insurance up to \$1Million is recommended.

3. To ensure payment of any difference in the maintenance account in the event that the disbursements and expenses in any one month exceed the agreed to balance. Payment to be provided within 10 days of issuance of monthly statement.

4. To pay all property taxes, mortgage payments and any other associated charged related to the property other than those which will be paid by the Manager. As a courtesy please advise management as soon as possible of owner's intention of selling the house so management can prepare accordingly. It is understood all management supplied bookings to said house, will be moved to another home and promised booking monies paid to the other home's owner if any management bookings with an arrival date that comes after an agreed home sales closing date. Management will work with the owner's selected Realtor to ensure the selling process will go as smoothly as possible.

5. To provide a notarized Power of Attorney in order that the Manager may act on the Owner's behalf in all matters connected with managing the property.

6. To provide the Manager with authority to proceed with the replacement of items required to keep the property at a rental standard (such as pillows, towels, sheets).

7. To provide Manager with full Owner contact information and to agree to respond to Manager requests and communications within a 24-hour period. (See attached form for Owner information details.)

8. To allow the Manager to book the property throughout the year for as many weeks as possible. The owner(s) understand they cannot use their home during the period a booking has already been placed by management and logged into the property management's calendar as

booked. Owners agree to inform management of any Dates they plan on using the home so manager can mark off the dates as booked on their calendar. Owner will be provided with login information to manage and update their property information and add bookings to the calendar.

9. To provide the Manager with full descriptions of the property for inclusion on the Manager's website and for any other marketing programs, including photographs and floor plans. The Owner agrees to verify accuracy of any published information and rates pertaining to the property on the Manager's website.

10. To hold the Manager harmless from liability, (apart from negligence by the Manager or its employees) including attorney fees, expenses, suits, liability claims & damage in connection with any claim arising from injury to any person or property occurring on or about the property. This agreement is binding for a consecutive 6-month calendar period and shall renew on a semi-annual basis automatically without renewing the contract paperwork. The first 3 months of the initial 6-month period are critical to our mutual success. During this period we, the manager and owner, should make every effort to communicate with each other in order to resolve any issues that may arise. Should either party wish to terminate this agreement a 30-day written notice is required.

11. Owner agrees to provide internet service and wireless routers, so the home is Wi-Fi equipped. If the home is not equipped with smart TVs or ROKU type devices for streaming shows and movies the owner will provide cable TV as the alternative.

The Manager and the Owner(s) agree to abide by the Terms & Conditions as stated in this Agreement.

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Signed for or on behalf of Manager

Signature _____
Print Name _____
Date _____

Signed for or on behalf of Owner(s)

Owner Signature _____
Print Name _____
Date _____

Owner Signature _____
Print Name _____
Date _____

Rate Schedule - Home with private pool

Property Management Service Fees*:

Management Fee - monthly services and guest services \$185 per month

3rd party maintenance- associated charges plus 10% management charge

Pool Service Fee - weekly pool maintenance-(price per pool) \$100 per month

Lawn Service Fee – weekly lawn service- Every property is different, an accurate estimate will be given to owner in person, over the phone or by email the Day after management sees the property for him or herself. If the owner’s HOA provides lawn care than no fee will be charged by management.

Pest Control - inside and one-foot perimeter around outside \$25 per month

Cleaning Fee - professional cleaning and inspection- Dependent upon number of bedrooms - 4 bedroom (\$95), for each additional bedroom add \$20. Cleaning fees for stays of 6 nights or less to be billed to the guests. Stays of 7 nights or more are billed to the owner. This is done in order to encourage longer booking periods in your home. At your discretion, all cleaning fees regardless of duration can be billed to the Renter.

Mid stay and daily cleaning services available with notice (paid by guests)

Spring Cleaning available and recommended at least once/year - contact Manager for Quote

One-time Set-up Fee (set up licenses, inventory, etc.) \$200.00

* All prices are subject to change

Concierge Services:

Prices available upon request.

Welcome Baskets:

Welcome baskets for arriving guests may be requested by the owners at their discretion.

(Rate schedule continued)

An initial set-up fee of \$500 will apply to all homes that do not have prior exposure to short term rental requirements. The fee will be waived and/or modified if the following list of items are already in place. Some of these items are required by law and the rest are simply good practice to keep your home in a rental-ready condition:

- Install/mount Fire Extinguisher (one per floor) ...must be visible! Install PASS (Pull, Aim, Squeeze, Swap) sign by all fire extinguishers.
- Install Floor Plan with Exits marked and Fire Extinguisher Locations, Maximum Occupancy listed.
- Verify working condition of Pool alarms and install Pool signs as required by law.
- Put up Hotel/Motel Occupancy License.
- Put up Local Business Tax Receipt License (owner specific)
- Put in welcome book with required laws
- Ensure cable/satellite TV is functioning properly.
- Complete applicable Utility Invoicing Agreements (Phone/Electricity/Water/Gas/Cable)
- Set up Pest Control with Vendor
- Complete application to collect and/or report Sales Tax in Florida.
- If non-resident of USA, complete W-7 & W-8 forms.
- 911 Signs by all phones.
- Telephone Card by main phone.
- Notification pertaining to Sanitation Requirements.
- No Smoking Signs in Living Room.

Homeowner(s) Information

Full Name(s) _____

Permanent Residence Mailing Address: _____

Home Phone: _____

Home Fax: _____

Work Phone: _____

Mobile/Cell: _____

Email Address: _____

ITIN/SSN: _____

U.S. Bank Account Details (optional)

Bank Name _____

Branch _____

Address _____

Account Number _____

Routing Number _____

Rental Property Limited Power of Attorney

I/We, _____ hereby authorize Steven Koss for and on behalf of Palm Central Property Management (PCPM), to act as my agent to rent, lease, let, or grant a license to others to use my described property (properties) located at _____, and is authorized to communicate, open, receive and settle all of the following accounts associated with the property named above:

Electricity supplier	Yes	No	N/A	
Water/Sewage supplier	Yes	No	N/A	
Cable supplier	Yes	No	N/A	
Satellite TV supplier	Yes	No	N/A	
Telephone supplier	Yes	No	N/A	
Gas supplier	Yes	No	N/A	
Florida Sales Tax*	Yes	No	N/A	
County Tax **	Yes	No	N/A	If yes do you want notices sent to PCPM
Alarm Company supplier	Yes	No	N/A	
Insurance Company supplier/Policy Details	_____			

Signature of Property Owner

Signature of Property Owner (add'l)

Steven Koss/Palm Central Property Management (PCPM)

Passport Number _____

ITIN/SSN # _____

Passport Number _____

ITIN/SSN # _____

This Limited Power of Attorney must be notarized.

Name of Notary: _____

Address: _____

Notary Signature

Date

I, _____(Name of Property owner), hereby authorize **Palm Central Property Management** (Management Company) to act as my agent to rent or lease my described property (properties) located at _____, and to register to charge, collect, and remit sales tax levied under Chapter 212, Florida Statutes (F.S.), to the Department of Revenue. I acknowledge that, by renting or leasing to use any transient accommodations, as defined in Rule 12A-1.061, Florida Administrative Code (F.A.C.), I am exercising a taxable privilege under Chapter 212, F.S., and as such acknowledge that I am ultimately liable for any sales tax due the State of Florida on such rentals or leases. I fully understand that should the State be unable to collect any taxes, penalties, and interest due from the rental or lease a warrant for such uncollected amount will be issued and becomes a lien against my property until satisfied.

The representative is authorized to receive and inspect confidential tax information and to perform any and all acts that I (we) can perform with respect to tourist development tax matters. Except as otherwise provided, the authority specifically includes the power to execute waivers of restrictions on assessment or collection of deficiencies in tax, to execute consents extending the statutory period for assessment or claims for refund of taxes, and to execute closing agreements under section 213.21, Florida Statutes. The authority does not include the power to endorse or cash warrants, or the power to sign certain returns.

Signature of Property Owner

Signature of Add'l Property Owner

Date

Steven Koss, Owner, Palm Central Property Management

Date

