



Rental and Management Agreement

This agreement entered into this the _____ day of _____, 20__ by and between American Patriot Getaways, 170 Showplace Blvd., Pigeon Forge, TN 37863, hereinafter referred to as Agent, and _____, hereinafter referred to as Owner(s), whose complete name and address is listed below:

*****It is very important that the following information be completed in order for your revenue check to be processed in a timely manner. Please, inform us immediately of any changes*****

MONTHLY CHECK INFORMATION

Note: Monthly Check will be written to the following name(s) or Company:

Name _____
Address _____
Address (Leave Blank) _____
City _____ State _____ Zip Code _____
Main Contact Phone (____) _____
Secondary Contact Phone (____) _____
Email Address _____

****1099 INFORMATION****

Only ONE name or company can be listed! The SS/Fed ID number listed MUST be the right one for the person/company listed below.

Name _____
Address _____
Address _____
City _____ State _____ Zip Code _____
Main Contact Phone (____) _____
Secondary Contact Phone (____) _____
Email Address _____
SS/FED ID # _____ USER ID _____ Password _____
(Please place the dashes in the correct spots for SS/Fed ID)

The above information is correct. The Social Security # belongs to the individual listed above or the Fed ID # belongs to the company name listed on the 'Last Name' line.

*****IMPORTANT – YOU MUST KEEP YOUR MONTHLY OWNER STATEMENTS. YOU WILL NEED THE YEAR-TO-DATE EXPENSES IN ORDER TO FILE YOUR TAXES.*****

SECTION I
APPOINTMENT OF EXCLUSIVE AGENT

Owner hereby appoints Agent as the sole and exclusive management agency for Owner's property located at _____, City of _____, County of _____, State of Tennessee, Zip code _____. The property's rental name shall be: _____, the phone number of said unit is: (____)____-_____.

SECTION II
TERM

- A. This agreement shall become effective the _____ day of _____, 20____, and shall continue in force for twelve (12) full months thereafter. This agreement shall automatically renew for successive twelve (12) month periods unless either party gives to the other party not less than thirty (30) days written notice of termination before the anniversary date.
- B. This agreement may be terminated at any time by either party by giving to the other party not less than thirty (30) days prior notice in writing by certified or registered mail, return receipt requested. The thirty (30) day notice period shall commence upon receipt of said notice. A termination of this agreement shall relieve Agent's authority to accept future reservations for the property and Agent will use its best efforts to affect a transfer to other accommodations for any confirmed reservations subsequent to the thirty (30) day period. However, Owner shall be accountable for any expense incurred by Agent as a result of Owner's failure to honor previously confirmed reservations beyond the thirty (30) day period.

SECTION III
RENTAL RATES

- A. Agent at its discretion and with approval of Owner shall establish fair, reasonable and competitive base rental rates for the property. This rate schedule shall be made in writing and signed by both Agent and Owner. Owner recognizes that rate changes may be necessary depending upon market conditions.
- B. Agent shall have the right to reduce the rental rate of the property to the rate of a smaller unit if there is an excessive demand for the rental of smaller units and Owner's property has not yet been secured for the base rental rate.

SECTION IV
AGENT'S COMPENSATION

- A. Agent's compensation shall be 40% of the net rental proceeds. Discounts, credit card discounts, sales tax, business license tax, where applicable, gross receipts tax and any other taxes imposed by the state of Tennessee shall be deducted from the gross rental proceeds to determine the net rental proceeds.
- B. Agent shall deduct from the net rental proceeds any amounts for repairs, maintenance, maid and linen service for amounts of Owner's use or as otherwise provided for by this agreement.
- C. Forfeited deposits shall be treated as a bookkeeping fee and will be considered the property of Agent.

SECTION V
AGENT'S RESPONSIBILITIES

- A. Agent will provide all necessary services and funding to advertise and promote the rental of Owner's property.
- B. Agent will furnish maid services; a reservation service fee; hot tub/Jacuzzi draining and cleaning, bath tissue, soap, and paper towels; dishwashing detergent; garbage bags and basic light bulbs.
- C. Agent agrees to furnish all services for the promotion, renting, leasing, operation and management of subject property.

- D. Agent will operate a reservation system to include both a fully maintained website and an in office system, to process and manage all rentals.
- E. Agent agrees to act for Owner in arranging for repairs by outside firms as necessary to maintain unit in condition suitable for renting. Although every effort will be made by Agent to help maintain unit in rental condition at all times, no representations are hereby made by Agent that Agent's regular maintenance program will be able at all times to provide certain repairs which may be required.
- F. Agent agrees to arrange for necessary lawn care and grounds keeping services needed to maintain the property in an attractive condition suitable for rental purposes on an "as needed" basis as determined by Agent. Owner shall pay Agent's reasonable charges for these services.
- G. Agent agrees to set rental rates and operate an accounting system for all rentals receipts and disbursements. Agent agrees to remit to Owner the rental from the unit less rental fee and expenses, along with a complete Owner's statement, by the 15th of each month.
- H. Agent agrees to do everything possible to protect the property, however, Owner maintains full responsibility for all physical and financial matters pertaining to the ownership of the unit whether it is rented or not.

SECTION VI
OWNER'S RESPONSIBILITIES

- A. Owner shall furnish at Owner's expense owner's tax as required by the City of Pigeon Forge or other municipality; all utilities; maintenance and repairs; pest or termite control; mattress pads; pillows; blankets; first set of linens through APG, pay \$4.00 per person that a unit is advertised to sleep per month for linen replacement after the first 3 months on the program and any extraordinary cleaning required beyond normal housekeeping and maid service including annual deep cleans.
- B. Owner shall furnish the property with the appropriate equipment and appliances necessary for rental occupancy including but not limited to refrigerator, stove, microwave, coffee pot, vacuum, iron and board, blender, toaster, broom, mop, central heat and air, hot tub, Jacuzzi tub(s), cable/satellite, DVD, VCR, local telephone service, smoke detectors and fire extinguishers to code, appropriate drapes, blinds, comforters, bedspreads and pillows. Owner shall also be responsible for purchasing the first set of linens, appropriate signage from Agent as well as professional photos of the property. In addition, Owner shall furnish the property with suitable furniture and furnishings for rental occupancy.
- C. Owner shall not accept any funds for the rental of the property except through Agent for the term of this Agreement.
- D. Owner agrees to provide Agent with three (3) night's occupancy for promotion and advertising purposes per twelve (12) month rental period.
- E. Owner shall not book or make reservations for the property but will refer all such prospective reservations to Agent.
- F. Owner has the right to use the property during the term of this agreement contingent upon the following conditions:
 - 1. Owner shall submit dates for owner occupancy to agent in advance, preferably via our online owner block option. Owner agrees to honor existing reservations which conflict with Owner's requested dates that Agent cannot move to other accommodations.
 - 2. After each use of the property by Owner, Owner shall pay Agent the current rate for linen and maid service.
- G. Owner agrees not to enter the property or to permit any other person to enter the property without checking with Agent's office prior to entry.

- H. Owner agrees to notify Agent in writing should the property be listed for sale. Owner agrees to sell the property subject to all reservations existing at the time of sale, provided however, that Agent, upon Owner's request, agrees to try to move all such reservations to other suitable accommodations to the extent reasonable possible.
- I. Agent shall have the right to place the unit in an "out-of-order" status for any cause materially affecting the quality or safety of a guests' stay. In no event shall Agent be liable for any losses accrued by Owner due to the unit being placed in an "out-of-order" status. If the unit will be "out-of-order" for more than forty-eight (48) hours, Agent will notify the Owner.

SECTION VII
REPAIRS AND MAINTENANCE

- A. Owner is responsible for the cost of all repairs, maintenance and replacement of furnishings, fixtures and equipment necessary to maintain the property in a satisfactory condition for rental occupancy, and for any damage to the property caused by rental occupants or other third party. Agent assumes no liability for any such damages. Owner agrees to a bi-monthly inspection and maintenance plan performed by Big Sky Construction or Landmark Maintenance Group or the owner may choose to hire an alternate maintenance company of their choosing to perform maintenance on the cabin or handle the performance of any and all maintenance issues themselves. If you have chosen this option please sign below:

Owner(s) shall be responsible for scheduling and/or performing all maintenance at said property:

Owner: _____ Date: _____

- B. Agent is authorized, in the name and at the expense of the Owner, to make or cause to be made all ordinary repairs and alterations to the property as may be necessary and to purchase any supplies therefore as may be necessary. The expense to be incurred for a single item of repair or alteration may not exceed \$300.00, unless specifically authorized by Owner, except under such circumstances as the Agent may deem an emergency, either affecting the rental condition of the property or to protect the property from additional damage or destruction.

SECTION VIII
INSURANCE

Owner shall obtain a comprehensive public liability insurance policy that shall specify Agent as a named insured in the minimum amount of Five Hundred Thousand dollars (\$500,000.00) and shall cause the insurance carrier to deliver a copy of said policy to Agent. This policy is to remain in full force and effect during the term of this agreement.

SECTION IX
INDEMNIFICATION

Owner shall indemnify and hold harmless Agent, Agent's officers, director and employees from and against all claims, suits or actions for damage to property or third persons by reason of any cause whatsoever either in or about the premises or elsewhere or acting under the express or implied directions of the Owner.

SECTION X
ADDITIONAL TERMS AND CONDITIONS

- D. Owner and Agent further agree:

SECTION XI
AGENT AS INDEPENDENT CONTRACTOR

Agent is acting solely as an independent contractor and should not be considered an employee of Owner for any purpose.

SECTION XII
NOTICES

All notices required herein shall be made in writing and sent by certified or registered mail, return receipt requested, to the respective aforementioned parties at the addresses noted above.

SECTION XIII
ATTORNEYS' FEES

The prevailing party in any action brought against either party to enforce any of the terms of this agreement, or by reason of any breach of any covenant herein contained, or to compel the performance of anything agreed to be done herein, or to enjoin any act contrary to the provision hereof, shall be awarded all of the costs in connection therewith, including, but not limited to, court costs and reasonable attorneys' fees.

SECTION XIV
GOVERNING LAW

This agreement shall be governed by and interpreted by the laws of the State of Tennessee and shall be enforceable in the Courts of the State of Tennessee.

SECTION XV
ASSIGNMENT

This agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that this agreement may not be assigned by either party without the prior written consent of the other party except that Agent may, without the consent of Owner delegate the performance of (but not the responsibility for) any duties and obligations of Agent to any independent contractor or entity.

In witness whereof we have executed this agreement the day and date first written above:

Owner: _____ Date: _____

Owner: _____ Date: _____

American Patriot Getaways:

By: _____ Date: _____