

# GETAWAYS RESORT MANAGEMENT

Rental Management Agreement \* Sweetwater Lift Lodge

Fax: (702) 926-9562

Mailing Address: Getaways Resort Management - C/O Reservations - PO Box 231448 - Las Vegas NV 89105  
2023 Agreement

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, hereinafter called "Owner" and Getaways Resort Management, hereinafter called "Manager".

## 1. EXCLUSIVE RIGHT TO RENT

Owner hereby appoints and grants Manager the exclusive right to rent, operate and manage the Unit known as Unit

Type: \_\_\_\_\_ contract number: \_\_\_\_\_ hereinafter called "Unit" for

the dates of: \_\_\_\_\_ with reservation number \_\_\_\_\_.

## 2. TERM

The Agreement may be terminated by either party with thirty (30) days written notice to the other party. If a standing reservation(s) for the Unit is in place subsequent to termination of this Agreement, Manager shall use its best efforts to relocate said reservation. However, Owner agrees that in the event Manager is not able to relocate said reservation subsequent to termination of this Agreement, Owner shall be bound by the pre-existing standing reservation.

## 3. SIZE OF UNIT Studio \_\_\_\_\_ One Bedroom \_\_\_\_\_ Two Bedroom \_\_\_\_\_ Three Bedroom \_\_\_\_\_

## 4. AUTHORITY AND POWERS

Owner grants the Manager the authority and power to:

- A. Provide exclusive rental and management services to advertise and rent Unit in a nightly rental program.
- B. Disburse Owner's funds in the following order:
  - a. Compensation due Manager under paragraph 11, operating expenses and costs, Resort Fees, then Balance to Owner.
- C. Render on a monthly basis, a statement of receipts and disbursements to owner. Statements for any month shall be presented by the 20<sup>th</sup> day of the following month.

## 5. RENTAL RATES

Manager shall set rental rates at which Manager will offer Unit for rental which will in Manager's sole business judgment, maximize rental receipts for Unit. Manager will use its best efforts to set equality among the rental income (Adjusted for Owner's and Owner's guest's use of the Unit) of all Units within the same unit type and rating category, which are participants in rental program.

## 6. REFUND OF RENTAL DEPOSIT/ RENTAL MONIES

Manager reserves the right, and, Owner authorizes Manager to refund guest's rental deposit and/or rent monies pursuant to Manager's standard cancellation policy.

## 7. EXCLUSIVE OCCUPANCY BY RENTAL GUEST

Owner understands that during times in which any portion of the Unit is rented to a rental guest, the guest is entitled to the exclusive right of occupancy of such portions of the Unit so rented. Therefore, during such rental period, Owner shall not enter any portion of the Unit so rented nor disturb the guest unless prior arrangements to do so have been made with the Manager.

## 8. OWNER OCCUPANCY

Owner shall have the right to reserve the Unit for such use as Owner desires, under the provision and condition that:

- A. Unit has not been previously reserved or rented by Manager.
- B. Owner causes Manager to receive at least twenty-four hours advance notice of such usage.
- C. Should Owner not honor a reservation, then Owner will be liable for any and all damages and costs incurred for relocation of guest, in addition to any damages allowed by law or at equity.

## 9. SALE OF UNIT BY OWNER

Owner agrees that Owner will not offer Unit for sale without providing written notice to Manager. Owner further agrees that Unit may not be shown to prospective buyers at any time the Unit is being rented. Owner further agrees to honor all Rental Commitments for the Unit in the event of sale of Unit. Owner shall be liable for any and all damages incurred from relocating guests (Including damages incurred by both Manager and/or any relocated guests) to facilitate a sale of the Unit.

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## 10. COMPENSATION

**Commission:** Manager shall be deemed an independent contractor and not an employee of the Owner. Manager shall receive as compensation for the service(s) required to be rendered under this Agreement forty percent (**40%**) of the net rental, net third party commissions payable to others. "Collected" does not include refunds, chargebacks, cancellations, etc., in which case the commission would be reversed.

## 11. INDEMNIFICATION

Owner shall indemnify, defend and hold harmless Manager and all persons in the Manager's firm and its affiliates, from all costs, expenses, suits, liabilities, damages, attorney fees and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal Unit of any person, including Owner, for: (i) any repairs performed by Owner or others hired directly by Owner; or (ii) those relating to the management, leasing, rental, security deposits, or operations of the Unit by Manager, or any person in the Manager's firm, or the performance or exercise of any of the duties, powers or authorities granted to the Manager.

## 12. LIABILITY OF MANAGER

The Manager shall not under any circumstances be liable under or by reason of this Agreement either directly or indirectly for any accident, injury, breakage or damage of any furniture, appliance or fixture within the Unit not attributable to the action or inaction of the Manager or any of its employees. Owner hereby agrees to the fullest extent allowable by law, to defend and hold Manager, and/or any affiliates, subsidiaries or their respective employees, officers, directors, shareholders or Managers ("Manager Parties") thereof, free and harmless from and against any and all arising and/or relating directly or indirectly from injury to person or Unit, or both sustained by anyone in and about the Unit or in connection with the rental of Unit, excluding Claims arising from gross negligence or willful misconduct of the Manager Parties.

## 13. DISPUTE RESOLUTION

In the event any controversy or claim arising out of this Agreement cannot be settled by the parties or their legal representatives, the parties agree to submit said dispute to binding arbitration before Judicial Arbitration and Mediation Services. In the event the parties cannot agree upon an arbitrator, then the Board of Arbitration and Mediation Services shall appoint an arbitrator. The party commencing the arbitration shall deposit Arbitration Fees as an advance. The arbitrator shall grant leave to take depositions if requested by any party to the arbitration. Judgment upon the award may be entered in any court having jurisdiction thereof.

## 14. RULES AND REGULATIONS

The Association shall, from time to time, prepare rules and regulations governing the number of occupants per unit, the activities permitted, the use of facilities for the Unit and any other rules and regulations a the homeowner association may deem appropriate with respect to use of the unit and Unit by Owners, guests and renters. Use of the Unit is subject to the Covenants, Conditions and Restrictions, By-Laws of the Association, and the Rules and Regulations.

## 15. PROPER AUTHORITY

Owner/s warrants that it possesses the requisite power and authority to enter into and perform its obligations under this Agreement on behalf of all persons in title of Owner/s ownership.

## 16. NOTICES

Any written notice to Owner or Manager required under this Agreement shall be served by sending such notice by first class mail or other agreed-to delivery method to that party at the address below:

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If to Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel \_\_\_\_\_

If to Manager:

Getaways Resort Management  
Attn.: Owner Services  
PO Box 231448  
Las Vegas, NV 89105  
(888) 267 - 4811

**In witness whereof, the Owner and Manager have caused this Agreement to be executed on the date first set forth above.**

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**The Unit shall not be placed in the Rental Program until submission of Owner's Tax ID and a completed W9.**

