

Cuchara Cabin & Condo Rentals, LLC

P.O. Box 823
LaVeta, CO 81055

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Property Management Agreement

This agreement enter into this _____ day of _____, 2021 between Cuchara Cabin and Condo Rentals LLC, herein after referred to as Manager and _____ herein after referred to as Owner.

The Manager is hereby designated as the exclusive agent and representative of the Owner for the purpose of managing on account of the owner the following described property:

The duties of the Manager in connection with the management of the above-described properties are as follows:

- A. The Manager shall collect all rentals and charges due to the owner from tenant's occupancy of the above-described property in accordance with the terms of their tenancies.
- B. The Manager shall keep the premises clean and supply soap, sanitary paper and bath soap for the restrooms as well as dish soap and trash bags for the kitchen areas during the rental stay. Firewood is to be furnished by the Owner.
- C. The Manager shall open and close the above-described property at such times as may be agreed upon by the Manager and Owner. A separate fee in the amount of \$65.00 to open and \$75.00 to close shall be charged by the Manager for each opening and closing. **This does not apply to properties that remain open for the winter or property owners making their own arrangements.**
 - (1) Properties will be closed by October 15th, unless otherwise agreed upon and opened after May 1st, unless otherwise agreed upon. The manager will not open/close properties between these dates during the off-season.
- D. The Manager shall tender on or before the 15th of each month the previous month's net revenue due to the Owner. Net revenue shall be determined after deduction from **actual gross proceeds collected** all costs or expenses authorized by the Owner as well as the 45% deduction of the gross rental set forth as the Management fee, plus any other fees that may be owed to the Manager.
- E. Manager shall handle all tenant requests and negotiations that may arise, **which may include discounting rates, waiving rental fees due to emergency or unforeseen concerns with the property.**
- F. Manager shall maintain accurate records of all monies received and dispersed in connection with the management of property as shall provide a copy of the same to the Owner.
- G. Manager shall collect and remit all State Sales Taxes arising from rentals under this agreement.
- H. Manager makes no representations as to the number of days the property will be rented, but will use the best efforts to obtain as many rental nights as possible.

The Owner shall have the following responsibilities:

- A. The Owner shall upon notice by the Manager repair and replace all pieces of equipment that may fail or in the event of damage to the property shall repair same in a timely manner.
 - (1) If however, failure is caused by renter, then the property manager should collect on the damage deposit and have the equipment repaired as a cost to the renter. This does not include normal wear-and-tear or damage from natural events.
- B. The Owner shall be responsible for the payment of all utilities associated with the above-described property.
- C. The Owner shall be responsible for carrying appropriate liability insurance and shall in connection with the said policy indemnify the Manager for all claims arising from the performance under this agreement.
- D. The Owner shall notify the Manager on or before March 1st of each year the Owner's intended use of this property.
- E. It is requested that Owner contact Manager of Owner's intent to visit the **property at least 14 days prior** to the Owner's arrival except in the instance where Owner is using the property pursuant to the Owner's use as described in Paragraph D.
 - (1) Between the dates of October 15th and May 15th, the Manager shall not be responsible for cleaning after or between owner visits.
- F. In the event that Owner unilaterally terminates this agreement during the term of the contract. Owner shall pay to the Manager 10% of the gross proceeds from rentals that are consummated which were reserved at the time of termination of this agreement. The Owner has the right to terminate the contract for just cause, such as negligence on the part of the Manager to properly maintain the property as set forth above, collect and forward rents, etc. and no payment will be made to the property manager.

This agreement shall continue for a period ending on December 31st of the year the agreement was executed. In the event of termination by either party, a 15-day written notice shall be provided to the other party.

This agreement is not assignable unless agreed to in writing by both parties hereto.

Cuchara Cabin and Condo Rentals, LLC

Owner

Manager's Signature

Owner's Signature

P.O. Box 823
LaVeta, CO 81055

Street Address

City, St, Zip