

Lake of the Ozarks Vacation Rentals Rental Agreement

THIS AGREEMENT is made as of the _____ day of _____, _____, by and between the undersigned party or parties, where one or more, herein collectively referred to as "OWNER" and Lake of the Ozarks Vacation Rentals, 3570 Osage Beach Parkway, Osage Beach, Missouri 65065, hereinafter referred to as "CONTRACTOR"

Whereas, OWNER is the sole and exclusive owner of the following described property, _____, and desire to rent or lease said property under the supervision and control of CONTRACTOR, and as CONTRACTOR desires to provide rental services to a qualified condominium owner, now, therefore, for and inconsideration of mutual promises and covenants as hereinafter set forth, the parties hereto mutually agree as follows:

1. CONTRACTOR will provide the following:
 - a. Marketing: Marketing services to include advertising in any combination, via the internet, print, video, or other media.
 - b. Check In: The check in and departure of any and all guest(s) will be the sole responsibility of CONTRACTOR.
 - c. Housekeeping Services: CONTRACTOR will provide housekeeping services and supplies for cleaning properties following the departure of property OWNER'S, OWNER'S guest(s), and revenue guest(s). This is to ensure a uniform standard of cleanliness and for any and all guest(s). Properties will be cleaned in the order they are needed for rental or OWNER use, and otherwise in the timeliest fashion that can be provided. Adequate cleaning supplies will be provided by CONTRACTOR as described in Addendum B.

After the checkout of any guest, the housekeeping staff will conduct an inspection. If major items are missing or damaged, CONTRACTOR will make a reasonable effort to recover the cost of the damages from the guest. In the event that CONTRACTOR is unable to collect from the guest, owner shall be notified of the item(s) that need replacement, if small items are necessary for rentals are missing (dishes, glasses, silverware, cooking utensils, ect.) they will be replaced from CONTRACTORS inventory at the OWNERS cost, this is at replacement purchase value.

Additional housekeeping services: The housekeeping staff will take steps to conserve energy within the property

OWNER shall agree to follow CONTRACTOR policy regarding winterizing and energy conservation measures. This includes setting thermostats, closing fireplace dampers, and closing window drapes.

- d. SECURITY: CONTRACTOR will control all keys to all rental properties and a key deposit may be required from each revenue guest. Guest(s) will be responsible for the cost of replacement for lost keys.
 - e. Accounting: CONTRACTOR shall collect all revenue due from guests and shall keep appropriate accounting record, and shall distribute, within twenty (20) days after the end of each month, the net income due to OWNER, along with a detailed Revenue and Occupancy Report. OWNER'S may during normal business hours, or an arranged time, examine records that pertain to the OWNER'S property.
 - f. Employees: All personnel required to provide the above services shall be the sole responsibility of the CONTRACTOR.
2. OWNER shall provide the following at OWNER'S expense:
- a. Property Standards: All properties included must comply with certain mandatory furniture and household items. The condition of the properties, including carpeting and the furnishings, must meet standards set by CONTRACTOR. A list of mandatory items is attached under Addendum C. This list contains essential items for a comfortable stay for guests. CONTRACTOR will periodically inspect the property and a list of any items in need of attention by the OWNER will be made. Any items will have thirty (30) days to be remedied. Any property found by the CONTRACTOR to not meet minimum rental standards will be placed on "Out of Order" status and will not be rented. OWNER will be notified of any circumstance relating to the condition of the property.
 - b. Property Maintenance: OWNER authorized CONTRACTOR or CONTRACTORS representative to repair, maintain or replace any item within the property as long as the charge shall not exceed two hundred fifty dollars (\$250.00). OWNER'S authorization will be required for maintenance over two hundred fifty dollars (\$250.00). Notwithstanding the foregoing, in the event of an emergency, CONTRACTOR shall be authorized to perform, or cause to be performed those repairs necessary to prevent further damage to the property in question. CONTRACTOR shall at its sole discretion determine what constitutes an emergency.
 - c. OWNER agrees to pay initial maintenance inspection, lock kit, and set up fee of one hundred fifty dollars (\$150.00) which shall consist of the items and services listed in Addendum A. OWNER shall agree to one (1) yearly inspection each year after at a cost of seventy-five (\$75.00).

OWNER agrees to allow installation of lock system as described in Addendum C.

- d. OWNER'S Closet: One (1) closet in the OWNERS property can at the OWNER'S discretion be designated as the OWNER'S Closet where personal belongings may be securely locked and stored. Owner will maintain all keys and shall be solely responsible for any belongings

contained. The closet shall not contain any major appliances or mechanical features of the property.

- e. Telephone: A telephone is not required in the Rental property. If the OWNER decides to furnish a telephone, OWNER shall be responsible for any and all charges associated with its use. It is recommended that a long distance locking service is used on the line to ensure no unauthorized calls are made.
 - f. Association Membership: If the property is a condominium property or property that requires association membership to have access to amenities for guests it is expected that OWNER shall be in good standing of such associations and memberships as applicable.
 - g. OWNER'S Guest(s) Charges: Any damages or repairs needed after OWNER'S Guest(s) departure shall be the responsibility of the OWNER, if not paid by OWNERS Guest(s) upon check out.
3. OWNER and CONTRACTOR further agree that:
- a. Rental Rates: CONTRACTOR, at its sole discretion, shall set the rental rates to be charged for revenue guest. CONTRACTOR may also discount the published rates for volume (group) business, extra nights stay or for any other reason deemed reasonable and necessary. CONTRACTOR shall use its best efforts to increase business and to maintain rental rates at the highest level consistent with competition in the Lake of the Ozarks Area and industry standards.
 - b. OWNERS or OWNERS Guest(s) Use: OWNER may use his property or permit free use of his property by his guest(s) by establishing a formal reservation two (2) days in advance to ensure time for preparation.
 - c. In the event that a revenue guest had already reserved the homeowner's property, CONTRACTOR shall, on a best effort basis attempt to move the reservation to another property. However, OWNER does have the right to demand that reservation be removed from OWNER'S property or to evict an occupant that is lawfully in possession of the property. If such occurs, a two hundred dollar (\$200.00) charge per night shall be applied and the property shall be removed from the rental program. CONTRACTOR has the right to make reservation up to one (1) year in advance, and OWNER have the right to make reservations up to one (1) year in advance.
 - d. OWNER and OWNER Guest Check In: If the property is entered in before the prescribed time, cleaning may not be completed as scheduled and will not be completed.

CONTRACTOR is responsible for cleaning the property after each use including that of the OWNER or OWNER'S Guest. OWNER shall be responsible for cleaning all dirty dishes and removing trash, and or garbage properly to not do so will result in additional cleaning charges.

- e. OWNER'S Payment: OWNER shall pay for services rendered to OWNER or OWNER'S guest(s) by CONTRACTOR, with in thirty (30) days from date of receipt of the invoice or statement.
- f. Sale of Property: in the event of the sale of the property during the term of this agreement CONTRACTOR on a best effort basis attempt to move standing reservations to another property. If the reservation cannot be relocated, and less than thirty (30) days notice is given OWNER agrees to reimburse CONTRACTOR for any monetary loss suffered due to Owner's failure to this agreement. Showing of the property when occupied by a guest shall be at the sole discretion of the CONTRACTOR. CONTRACTOR shall attempt to obtain permission from guest for the showing, in the event the guest refuses, or cannot be contacted, CONTRACTOR has the right to decline the showing.
- g. Cleaning: Every property must have a through cleaning (refer Addendum B) before going on the rental program and in the first quarter of each following year. If the property becomes excessively dirty, or at the owners request, additional through cleaning(s) will be performed at the OWNERS expense.

Items not covered by general cleaning include professional carpet cleaning, dry cleaning and commercial laundry service for bedding and curtains. These will be at OWNER'S expense. If the carpet becomes excessively dirty and does not pass inspection CONTRACTOR will have the carpet cleaned at OWNERS expense.

OWNER'S must provide a vacuum. OWNERS will be charged for belts and bags as necessary. Vacuums will be replaced if necessary at OWNER'S expense.

- h. Security Deposits: Security deposits (credit card authorization ect.) may be required of revenue guests. All guests will be required to sign a document that makes them responsible and liable for any and all damages outside of normal wear and tear during their stay. The guest will sign a document that authorizes CONTRACTOR to charge their account for the amount of damage.
4. COMPENSATION: OWNER shall receive sixty percent (60%) of the adjusted gross rental. CONTRACTOR shall receive forty percent (40%) of the adjusted gross revenue, which covers operating expense management fees and housekeeping serves on all revenue guests.
 5. Expiration of Agreement: this agreement shall supersede any prior agreement between parties, and will expire on December 31, 20____. CONTRACTOR shall send a financial accounting to OWNER with in thirty days after expiration, and OWNER shall remit payment to CONTRACTOR within thirty (30) days after receipt of final accounting. A new agreement covering calendar year _____ shall be sent to OWNER prior to expiration of this agreement.

6. Cancellation of Agreement:
 - a. Owner may cancel this agreement by notifying CONTRACTOR, in writing, thirty (30) days prior to cancellation date. CONTRACTOR may cancel this agreement if OWNER has failed to uphold the duties described in this agreement. If the OWNER is more than sixty (60) days delinquent on payment to CONTRACTOR.
 - b. CONTRACTOR reserves the right to cancel or reassign this agreement within thirty (30) days written notice, due to unforeseen circumstances.
7. Exclusivity: OWNER hereby engages CONTRACTOR as OWNER'S exclusive agent for the purpose of renting the property listed on page one of the agreement.
8. Parties: This agreement shall be binding upon and ensure the benefit of the parties hereto and their respective heirs, legal representative, successors and the like. This agreement shall be governed by and constructed in accordance with the laws of the State of Missouri. Whenever used herein, the singular number shall include the plural, and the singular, and the use of any gender shall be applicable to all genders.

This agreement shall be amended only by a written document signed by both parties. The entire agreement of the parties is written in this agreement, and the parties are not otherwise bound by any agreement, statement, condition or inducement other than that which is expressly set forth herein.

In the event that any provisions are found by a court of competent jurisdiction to be invalid, the balance of the agreement shall remain as written.

9. Representative: OWNER represents that the undersigned are the lawful OWNER'S of the property listed on page one (1) of this agreement and that all notices hereunder, and all of the OWNER'S'S revenues shall be sent to the addresses below the OWNER'S(S) signatures.
10. Rental Participation: This agreement must be signed and returned to CONTRACTOR before an initial inventory and inspection may be done. It takes approximately two (2) weeks from the time CONTRACTOR receives the completed contract until the proper is ready for rental. Please plan accordingly.

OWNERS:

Printed Name

Signature

Printed Name

Signature

Name of Company (If Owner)

Title and Signature

LAKE OF THE OZARKS VACATION RENTALS
BY:

Lake of the Ozarks Vacation Rentals

Rental Agreement

Addendum A. Initial Set Up and Inspection

1. CONTRACTOR inspects or arranges for the inspection of all major appliances including but not limited to the following:
 - Stove
 - Oven
 - Dishwasher
 - Garbage Disposal
 - Refrigerator / freezer
 - Washer / Dryer
 - Kitchen hood
 - Lighting
 - Television
 - Wi-Fi
 - Inspect doors, windows, locks and seals
 - Screens, outdoor equipment, and furniture
 - BBQ grill
 - Smoke alarms
 - Fire extinguishers
2. CONTRACTOR will arrange or collect information, pictures, and descriptions or the property for advertisement. CONTRACTOR will use information in a timely fashion to promote the property for rental.
3. CONTRACTOR will install or will arrange for installation of lock system for the main entry way for guests, the lock and model selection will be at the sole discretion of the CONTRACTOR.
4. OWNER agrees to pay one hundred fifty dollars (\$150.00) for the above services and items. Failure to agree or pay the amount will terminate agreement.
5. OWNER agrees to pay two hundred fifty dollars (\$250.00) replacement cost for lock system if agreement is terminated less than twelve (12) months from time of installation.
6. OWNER agrees to fix or replace any items found not to be in working order during inspection at OWNERS expense.

Lake of the Ozarks Vacation Rentals

Rental Agreement

Addendum B. Housekeeping Items

1. CONTRACTOR will provide departure cleaning service, or arrange for departure cleaning for OWNER at the following rates based on property size.
 - Studio- Forty dollars (\$40.00)
 - 1 Bedroom- Fifty dollars (\$50.00)
 - 2 Bedroom- Sixty dollars (\$60.00)
 - 3 Bedroom- Seventy dollars (\$70.00)

Departure Cleaning Includes:

- Restock disposable items, (soap, paper products)
 - Remove bedding, bathroom towels, kitchen items and replace with clean items
 - Replace trash bags
 - Clean and Sanitize bathrooms and kitchen area
 - Empty dishwasher
 - Dust
 - Vacuum
 - Wipe surfaces
 - Mop as needed
 - Unit inspection
2. CONTRACTOR will provide through cleaning before property is placed on rental program and once yearly there after, unless additional cleaning is deemed necessary by CONTRACTOR, or at the request of OWNER at the following rates based on property size.
 - Studio- ninety-five dollars (\$95.00)
 - 1 Bedroom- (\$120.00)
 - 2 Bedroom- (\$140.00)
 - 3 Bedroom- (\$180.00)

Through cleaning will include all items listed under departure cleaning, as well as the following:

- Vacuum under furniture
 - Scrub floors
 - Clean inside and outside of cabinets and appliances
 - Launder shower curtains, clean liners
 - Clean baseboards, ceiling fans, vents, and furniture items
 - Wash all dishes, glasses, and utensils
 - Organize cabinets and drawers
 - Inspect items for additional needed cleaning
3. OWNER agrees to pay for services rendered in a timely manner, not more than fourteen (14) days from time of invoice. OWNER agrees to pay for any necessary dry cleaning or professional carpet cleaning needed to maintain rental property standards.

Lake of the Ozarks Vacation Rentals
Rental Agreement
 Addendum C. Inventory

1. CONTRACTOR agrees to monitor and inspect the count and condition of the below list of items.
2. OWNER agrees to furnish and replace under conditions the following items at OWNERS expense.

<u>Floor plan</u>	Loft / Studio	1 Bedroom	2 Bedroom	3 Bedroom
<u>Occupancy Range</u>	2-4	4-6	6-8	6-10

**All items are included for the comfort of the guest and may be amended as applicable to the property.*

Living Space

Sofa w/ Queen Hidebed 5" Interspring	1	1	1	1
32" or larger TV, mounted or with stand	1	1	1	1
Pictures, wall decorations	Yes	Yes	Yes	Yes
Applicable Lighting / Lamps	Yes	Yes	Yes	Yes
End Tables	Yes	Yes	Yes	Yes
DVD Player	Yes	Yes	Yes	Yes

Kitchen

Dinette Table w/seating up to max occupancy, bar stools included	2-4	2-4	6-8	6-10
Matching set: Dinner plates, salad plates, salad bowls, serving platter, 2 serving bowls.	4	4	8	10
Matching set: Drinking glasses, glass large	4	4	8	10
Matching set: Drinking glasses, glass small	4	4	8	10
Matching set: Silverware including dinner forks, salad forks, dinner knives, soup spoons, table spoons, tea spoons.	4	4	8	10
Matching set: Steak Knives	1 set	1 set	1 set	1 set
Matching set: Mixing bowls (small, medium, large)	1 set	1 set	1 set	1 set
Matching set: Frying Pans (small, medium, large)	1 set	1 set	1 set	1 set
Matching set: Sauce Pans w/ lids	1 set	1 set	1 set	1 set
Salt / Pepper shakers	1 set	1 set	1 set	1 set
Toaster	1	1	1	1
Blender	1	1	1	1
Coffee Maker	1	1	1	1
Kitchen Waste Can	1	1	1	1

Electric Mixer	1	1	1	1
Large Spoon	1	1	1	1
Turner / Spatula	1	1	2	2
Mixing Spatula	1	1	2	2
Pitcher	1	1	1	1
Pot Holder	2	2	2	2
Ice Cube Tray	2	2	2	2
Knife Set (chef's, paring, slicing, serrated)	1 set	1 set	1 set	1 set
Peeler	1	1	1	1
Measuring Cups	1 set	1 set	1 set	1 set
Measuring Spoons	1 set	1 set	1 set	1 set
Colander	1	1	1	1
Wine Key / Cork Screw	1	1	1	1
Pizza Cutter	1	1	1	1
Casserole Dish (large 2-3 qt)	1	1	1	1
Electric Can Opener	1	1	1	1
Broiler Pan	1	1	1	1
Pizza Pan	1	1	1	1
Cookie Sheet	1	1	1	1
Pie Pan	1	1	1	1
BBQ Utensil set (brush, tongs, wire brush, fork, metal spatula)	1	1	1	1
Cutting Board	1	1	1	1
Dish Brush / Scrubber	1	1	1	1
Liquid Dish Soap	1	1	1	1
Dish Washer	1	1	1	1
Garbage Disposal	1	1	1	1

Bathrooms

Shower Curtain & Liner	1	1	1	1
Waste Basket	1	1	1	1
Soap Dispenser	1	1	1	1
Towel Bar	1	1	1	1
Plunger	1	1	1	1
Bowl Brush	1	1	1	1

Bedrooms

King or Queen Size Bed w/ Matching Headboard	1	1	1	1
Coordinating Chest / Dresser	1	1	1	1
Coordinating Nightstands	Yes	Yes	Yes	Yes
Lamps	Yes	Yes	Yes	Yes
Pictures / Wall Hangings	Yes	Yes	Yes	Yes
Matched Bedspread, Window Treatment, Bedskirt	Yes	Yes	Yes	Yes

King or Queen Sized Pillows	Yes	Yes	Yes	Yes
Alarm Clock / Radio	Yes	Yes	Yes	Yes

Misc. / Outdoor

Door Mat	1	1	1	1
Fire Extinguisher	2	2	2	2
Smoke Alarm	2	2	2	2
Full Sized Propane BBQ Grill	1	1	1	1
Fire Proof Grill Mat	1	1	1	1
Deck Table w/ 4 chairs (durable not plastic)	1 Set	1 set	1 set	1 set
Auxiliary deck seating	2	4	6	6
Iron & Ironing Board	1	1	1	1
Ash Trays For Deck	2	2	2	2
Hangers	20	20	20	20
Pillows for Hidabed	2-4	2-4	2-4	2-4
Bedding for Hidabed	1 Set	1 Set	1 Set	1 Set
Flashlight	1	1	1	1
Vacuum w/ additional bags	1	1	1	1