



Volunteer Furnished Rentals LLC
6409 Ridge Run Dr.
Knoxville, TN 37921
(404) 226-1312
"Bringing Owners & Professionals Together"

Volunteer Furnished Rentals SHORT TERM RENTAL SERVICES AGREEMENT

THIS SHORT TERM RENTAL SERVICES AGREEMENT ("Agreement") is entered into by and between _____ (Owner) and Volunteer Furnished Rentals & David Beaver (Manager).

Owner and Manager shall each be referred to herein as a "Party" and shall collectively be referred to herein as the "Parties".

1. AGREEMENT. Owner hereby grants Manager the sole and exclusive right to provide short term rental services for Owner's property located at _____ (together with any improvements thereon, the "Premises"), and to take such further actions on and with respect to the Premises as may be reasonably necessary for Manager to perform its obligations and avail itself of its rights under this Agreement.

Owner shall maintain full responsibility for all physical and financial matters pertaining to the ownership of the Premises whether it is rented or not.

2. MANAGEMENT FEE. Manager's fee (the "Management Fee") shall be difference above agreed Rent collected by Manager.

Owner shall be entitled to the 100% Rent less mutually agreed Emergency Repair expenses as set out in this Agreement ("Owner Income"). Manager shall remit to Owner the Owner Income by the 15th of each month for the previous month's rentals.

3. TERM. This Agreement shall commence on the date it is signed, and continue on a month to month basis. This contract may be terminated at any time by the Owner upon giving the Manager Ninty (90) days written notice (to honor all reservations) and also in the event of a bona fide sale of the property without notice. In the event the Manager fails to discharge their duties faithfully in the manner herein provided, this Agreement may be terminated by the Manager upon giving the Owner thirty (30) days written notice.

Manager is authorized by Owner to accept reservations at fair market value for a period of up to one (1) year in advance during the Term. Manager shall not be authorized to accept new reservations after the Term once Owner informs Manager of Owner's intent to not renew the Agreement. Upon termination of this Agreement, Owner agrees to continue to honor all existing reservations, and Manager is entitled to 50% of the rental proceeds after for reservations made pursuant to this Section that extend beyond the Term.



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For the purpose of this Agreement, existing reservations are defined as reservations for which a monetary deposit has been received by Manager, including reservations extending beyond the Term.

4. MANAGEMENT RESPONSIBILITIES. Manager will be responsible for the following:

- A.** Marketing of the property; including a designated property link.
- B.** Responding to reservation inquiries.
- C.** Obtaining proper licensing for short term rental stays
- D.** Processing reservations, cancellations and personally handling disputes.
- E.** Renter management and relations.
- F.** Scheduling housekeeping and laundry services.
- G.** Check-in and check-out services.
- H.** Preparation and personal enforcement of rental agreements.
- I.** Walk-through of home approximately monthly.

5. MARKETING. Manager will utilize multiple platforms and other advertising locations to best promote the property. Annual advertising subscriptions, pay per booking and/or no cost advertising may be used. All advertising fees will be paid for by the Manager. All advertising utilized is at the sole discretion of the Manager. Special advertising locations may be requested by the Owner, but may incur an additional cost to the Owner to utilize.

6. OWNER USAGE. Owner has the right to use the Premises during the Term contingent upon the Owner reserving the dates in advance with Manager ("Owner Usage"). In respect of guest privacy, Owner agrees not to enter the Premises or permit any other person to enter the Premises without reserving the Premises or checking with Manager in advance. Owner acknowledges that any Owner Usage will negatively impact any revenue projection previously provided by Manager.

7. REVENUE. Revenue collected by Manager from guests shall be a combination of the rental rate (the "Rent") and any additional fees Manager charges guests (the "Guest Fees"). Guests shall pay Manager a cleaning fee for each usage period. This fee is due whether the Premises is occupied by rental guests, Owner, or Owner's guests. Manager is responsible for linen, credit cards, marketing, photography, listing sites, periodic bed bug inspections, technology, light maintenance, monthly routine pest control, and other minor charges and fees related to operating the Premises as a short term rental at no expense to Owner.

8. RENTAL RATES. Owner understands and hereby agrees that Manager understands the most effective way to optimize rental revenue through a combination of rate setting and minimum stay requirements, and grants Manager sole discretion in setting these rates and minimum stays based on demand.



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9. OWNER'S REPRESENTATIONS AND WARRANTIES. As of the date of this Agreement and at all relevant times throughout the Term, Owner hereby represents and warrants to Manager that Owner is the lawful owner of the Premises and has full authority to execute this Agreement. By signing this Agreement, Owner directs Manager to manage the Premises as a short term rental and represents and warrants that there are no legal, HOA, or other restrictions that would inhibit Manager's ability to do so. Owner acknowledges and understands that Manager's services under this Agreement may be subject to change as the short term rental industry evolves.

At the date of this Agreement Owner has paid and is current on all taxes, fees, dues and other expenses due and owing with respect to the Premises and all Personal Property, including all mortgage and homeowners' insurance, condominium or homeowners' association dues, property taxes, utilities and other assessments and costs associated with or due and owing on the Premises or any Personal Property. Owner shall provide Manager proof of payment of any or all of the foregoing promptly upon request thereof.

10. CONDITION OF PREMISES AND PERSONAL PROPERTY. Each Party acknowledges and agrees that it has had the opportunity to examine and inspect the Premises and that the Premises, together with all furnishings, fixtures, equipment and other personal property are in good and operable condition (the "Personal Property").

At the conclusion of the Term, Manager shall return the Premises and all Personal Property to Owner in good and operable condition, ordinary wear and tear excepted, and the Premises shall be free of all personal property, trash and other items not belonging to Owner. Owner shall ensure that the Premises are not damaged during any Owner Usage. Owner shall promptly repair, at its sole cost and expense, or authorize Manager to repair, at Owner's cost, any such damage caused during use of the Premises during Owner Usage. Manager will cover any repair costs up to \$200.

11. NO ALTERATIONS DURING TERM. Each of Owner and Manager acknowledges and agrees that, unless otherwise agreed upon in writing by the Parties, or as required by Manager in connection with its maintenance obligations, neither Owner, Manager, nor any guest may materially alter or otherwise redecorate all or any portion of the Premises.

12. UTILITIES. During the Term, Manager shall be responsible for all utilities for the Premises up the amount incurred during the Term-equivalent in the year prior (the "Cap"). Such items as long-distance telephone charges and pay-per-view charges shall be disabled by Owner for the duration of the Term, and are not Manager's responsibility.



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13. PROPERTY MAINTENANCE. Manager shall supply (if not supplied by Owner) and maintain the furnishings and keep the Premises in good order and repair during the Term. Manager (shall advise Owner of additional cleaning, repair, or replacement recommended to keep the Premises in good order and repair for short term rental purposes that falls outside of the scope of Manager's responsibility in Section 5. The expense of such additional property maintenance shall be the responsibility of Owner. Notwithstanding the preceding, if Owner Usage exceeds 20% of the total days in the Term, Manager shall not be responsible for the cost of property maintenance.

14. CAPITAL IMPROVEMENTS. The expense of any and all Capital Improvements shall be borne by Owner. For purposes of this Agreement, "Capital Improvements" shall include the purchase of any fixed assets that materially add to the value of the Premises beyond the Term, and that do not constitute expenses associated with ordinary wear and tear or damage caused by Manager or any guest.

In any case where Manager believes that a Capital Improvement is required during the Term, Manager shall provide prompt written notice to Owner of the circumstances requiring such Capital Improvement. If, having attempted to contact Owner, Manager has not received a response from Owner within twenty four (24) hours, and resolution within forty-eight (48), or the Premises are being occupied by a guest and the Manager deems the issue must be resolved immediately; Manager shall have the right to deem it an "Emergency Repair." If an Emergency Repair is required, Manager shall have the right to make such Emergency Repairs or contract a third party to make such Emergency Repair. Owner shall reimburse Manager for Manager's out of pocket expenses in connection with making any Emergency Repair.

15. PAYMENT OF OCCUPANCY TAXES. Manager shall be responsible for the timely collection and remittance of all rental, occupancy and similar taxes due and owing for the Premises for any period during the Term, as required by applicable law.

16. PETS. Pets [ARE / ARE NOT] allowed on the Premises during the Term.

17. TERMINATION.

- A.** This Agreement shall remain in effect throughout the Term until terminated by either Party pursuant to this Agreement. This Agreement may be terminated by Owner or Manager only upon a breach by the other Party of this Agreement that is not cured within ten (10) days' written notice of such breach; provided, however, that if guests are occupying the Premises under a valid Lease or Rental Agreement and are not in violation of such Lease or Rental Agreement, then this Agreement shall not be terminated until the earlier of (a) such date as the guests vacate the Premises, or (b) the day immediately following the date on which such Lease or Rental Agreement expires. Whenever Owner notifies Manager of any breach of this



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Agreement by Manager, or Owner's intent to terminate this Agreement, Manager may not extend or renew any Lease or Rental Agreement with any guest who is currently in possession of the Premises.

- B.** This Agreement may be terminated by either Party if, after the Effective Time of this Agreement, applicable law prohibits any rental of the Premises in the manner contemplated by the Parties, or other material changes occur preventing such rentals.

18. SALE OF PROPERTY. Owner shall not sell the Premises or allow the Premises to go into foreclosure or otherwise allow for any transfer of title to the Premises during the Term. If Owner must sell or forfeit its interest in the Premises, then Owner shall obtain the written agreement of any buyer that all confirmed or tentative reservations for the Premises existing as of the date of the sale will be honored, and that the buyer will assume all of Owner's rights, duties and obligations hereunder and continue this Agreement in effect after the date of the sale.

19. INSURANCE. Owner will maintain a comprehensive liability insurance policy in a minimum amount of \$500,000 that specifies Manager and its affiliates as an additional insured. Owner's insurance policies shall be primary for all occurrences and incidents that happen in or about the Premises. Manager may provide copies of the certificate of insurance upon reasonable demand to third parties. If the Premises becomes unavailable due to a natural disaster, major repair, or other reason, Manager shall be entitled to the Management Fee for any insurance claims by Owner that lead to recovery of rental income on displaced reservations.

20. KEYS AND ACCESS CARDS. All keys and other access cards provided by Owner to Manager shall be returned to Owner at the conclusion of the Term. During the Term Manager may install a keyless lock system on home at Manager's expense.

21. ASSIGNMENT. Except as may be expressly authorized herein, neither this Agreement nor any rights granted hereunder may be sold, assigned or transferred by either Party in any manner, without the prior written consent of the other Party, which consent shall not be unreasonably delayed, conditioned or withheld. Notwithstanding the foregoing, either Party may assign this Agreement or its rights or interests hereunder (a) to any of its commonly-owned affiliates, or (b) in connection with any merger, acquisition, corporate reorganization, sale of all or substantially all of its assets or equity securities or any other similar transaction; provided, however, that in the case of any assignment by a Party pursuant to clause (a) above, no such assignment shall relieve such Party of its obligations under this Agreement.

22. INDEMNIFICATION. Owner shall indemnify and hold harmless Manager, Manager's officers, directors, employees, and affiliates from and against all claims, suits or actions for damage to the Premises or injury



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to persons by reason of any cause whatsoever either (1) in or about the Premises or (2) resulting from actions taken under the express or implied directions of the Owner, except to the extent that such claims or liabilities arise from the gross negligence or willful action or inaction of Manager.

23. GOVERNING LAW. The rights and obligations of the Parties shall be governed by and interpreted in accordance with the internal laws of the State in which the Premises are located, without giving effect to any conflict of law principles thereof.

24. SEVERABILITY; WAIVER. If any portion of this Agreement is held invalid, the other portions will be deemed valid, and so far as is reasonable and possible, the intent of the Parties hereto will be given full effect (even in the parts deemed invalid).

25. ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.

26. RELATIONSHIP OF PARTIES. This Agreement is intended to create an independent contractor relationship and is not intended to create any other relationship, including any partnership, franchise, joint venture, agency or employment relationship.

27. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in multiple counterparts, each of which will constitute an original and all of which will constitute one agreement. The Parties agree that they will accept signature by electronic transmission in portable document format (PDF) in lieu of original signatures and that this Agreement will have the same binding and enforceable effect with electronic PDF signatures as they would have with original signatures.

OWNER/S or AUTHORIZED REPRESENTATIVE:

DATE: _____

DATE: _____

PROPERTY MANAGEMENT COMPANY: Volunteer Furnished Rentals



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_____ Authorized Representative
DATE: _____