



Southern Bay Realty

251-227-8377

SOUTHERN BAY REALTY

VACATION RENTAL MANAGEMENT AGREEMENT

Southern Bay Realty

1010 Schillinger Road South, Suite A

Mobile, Alabama 36695

Telephone: (251) 227-8377

Alabama Real Estate License No. 0001357040

PROPERTY INFORMATION

Property Address:

Property Name or Unit Number:

Owner's Full Legal Name:

Ownership Entity, if applicable:

Owner's Mailing Address:

Owner's Telephone: _____

Owner's Email: _____

Number of Units Covered by This Agreement: _____

1. APPOINTMENT OF AGENT

In consideration of the mutual promises and covenants contained in this Agreement, the undersigned owner, hereinafter referred to as **"Owner,"** appoints Southern Bay Realty, hereinafter referred to as **"Agent,"** as Owner's exclusive agent to market, advertise, rent, operate, coordinate, and manage the vacation rental property identified above, hereinafter referred to as the **"Property."**

Owner grants Agent the exclusive right to offer the Property for transient, vacation, short-term, seasonal, and other temporary occupancy through direct-booking channels, online travel agencies, vacation-rental platforms, referral sources, and any other lawful marketing channels selected by Agent.

Agent accepts the appointment subject to the terms and conditions of this Agreement.

2. TERM OF AGREEMENT

The initial term of this Agreement shall begin on the _____ day of _____, **20** and shall continue for a period of _____ year(s), ending on the _____ day of _____, **20**.

After the initial term, this Agreement shall automatically continue on a month-to-month basis unless either party provides the other with at least sixty days' written notice of termination.

Termination shall not automatically cancel or invalidate:

1. Existing confirmed reservations;
2. Reservations for which a deposit or other payment has been received;
3. Vendor obligations already authorized or incurred;

4. Guest refunds, chargebacks, tax obligations, platform obligations, cleaning obligations, or damage claims arising from reservations made during the term of this Agreement; or

5. Any payment, reimbursement, commission, management fee, or other amount owed to Agent.

Unless Agent agrees otherwise in writing, Agent shall remain authorized to administer all reservations accepted before the effective termination date. The parties may instead agree to transfer those reservations to Owner or a successor manager, provided the transfer is permitted by the applicable booking platform and does not expose Agent to penalties, guest claims, chargebacks, refunds, account damage, or other liability.

3. EXCLUSIVE MANAGEMENT AUTHORITY

During the term of this Agreement, Owner shall not independently list, advertise, rent, manage, or accept reservations for the Property, nor authorize another person or company to do so, without Agent's prior written consent.

All rental inquiries, booking requests, prospective guests, current guests, vendors, and reservation-related communications shall be directed through Agent.

Owner shall promptly forward to Agent any inquiry, reservation request, guest communication, payment, complaint, or booking opportunity received directly by Owner.

A reservation made by Owner, Owner's family, or another party without Agent's written authorization may be treated as a direct booking subject to the management fee established in this Agreement.

4. MANAGEMENT SERVICES

Agent is authorized to provide or coordinate the following services:

1. Create, optimize, maintain, and update vacation-rental listings;
2. Advertise the Property through appropriate online and offline channels;
3. Photograph or arrange photography of the Property;
4. Prepare listing descriptions and marketing materials;

5. Establish and modify nightly rates, minimum stays, discounts, premiums, and availability;
6. Use dynamic-pricing software or other revenue-management tools;
7. Respond to inquiries and reservation requests;
8. Screen guests to the extent reasonably permitted by law and available platform procedures;
9. Accept, decline, modify, or cancel reservations when reasonably necessary;
10. Prepare or require rental agreements, house rules, acknowledgments, and guest disclosures;
11. Collect rents, deposits, fees, taxes, reimbursements, and other amounts;
12. Coordinate guest check-in and check-out;
13. Provide access instructions, door codes, lockbox information, or key management;
14. Communicate with guests before, during, and after their stays;
15. Coordinate cleaning, laundry, linen service, restocking, inspections, maintenance, and repairs;
16. Address guest complaints, emergencies, access problems, and maintenance issues;
17. Process or assist with guest damage claims;
18. Coordinate authorized refunds, credits, discounts, or relocation;
19. Maintain management records and owner statements;
20. Coordinate lodging-tax collection or remittance as provided in this Agreement;
21. Coordinate with homeowners' associations, condominium associations, governmental authorities, vendors, insurers, and emergency personnel when necessary;
22. Recommend improvements to the Property's furnishings, amenities, safety features, appearance, and marketability; and
23. Perform other lawful and reasonable acts necessary to manage the Property as a vacation rental.

Agent shall use reasonable judgment in performing these services but does not guarantee any particular occupancy level, nightly rate, gross revenue, profit, guest quality, review score, search ranking, platform placement, or investment return.

5. MANAGEMENT FEE

Owner shall pay Agent a management fee based on the number of vacation-rental units continuously managed by Agent for Owner or Owner's commonly controlled ownership entities.

A. Single-Unit Management

When Agent manages only one vacation-rental unit for Owner, the management fee shall be:

Twenty percent of Gross Booking Revenue.

B. Multiple-Unit Management

When Agent manages two or more vacation-rental units for Owner, the management fee shall be:

Fifteen percent of Gross Booking Revenue for each unit covered by an active Southern Bay Realty vacation-rental management agreement.

The multiple-unit rate applies only while Agent is actively managing at least two qualifying units. If the number of qualifying units falls below two, the management fee may automatically return to twenty percent beginning with the next accounting period.

C. Gross Booking Revenue

For purposes of this Agreement, "**Gross Booking Revenue**" means the total accommodation or rental charges paid or payable by a guest for the right to occupy the Property, including:

1. Nightly rental charges;
2. Weekly or monthly accommodation charges;
3. Seasonal premiums;
4. Additional-guest charges;
5. Pet-related occupancy charges;
6. Early check-in or late check-out charges;
7. Reservation extension charges;
8. Nonrefundable reservation payments retained following a cancellation; and
9. Other charges imposed primarily for the right to occupy the Property.

Unless otherwise agreed in writing, Gross Booking Revenue does not include:

1. State, county, municipal, or tourism taxes;

2. Refundable security deposits;
3. Cleaning charges collected specifically to pay cleaning expenses;
4. Linen or laundry charges collected specifically to pay third-party expenses;
5. Damage reimbursements;
6. Insurance proceeds;
7. Credit-card or payment-processing surcharges;
8. Platform service fees charged directly to the guest;
9. Amounts collected solely as reimbursement for maintenance, repairs, replacement property, consumable supplies, or extraordinary services; or
10. Gratuities paid directly to cleaners or service providers.

Agent may deduct its management fee from rental proceeds before disbursing funds to Owner.

6. ADDITIONAL COSTS AND PASS-THROUGH EXPENSES

Unless specifically included in writing, the management fee does not include the cost of:

1. Cleaning or housekeeping;
2. Laundry or linen services;
3. Consumable supplies and guest amenities;
4. Maintenance and repairs;
5. Replacement furniture, appliances, linens, décor, kitchenware, or equipment;
6. Photography, videography, drone photography, floor plans, or virtual tours;
7. Platform listing fees or subscription fees;
8. Payment-processing charges;
9. Dynamic-pricing software;
10. Smart-lock subscriptions;
11. Noise-monitoring or occupancy-monitoring services;
12. Internet, cable, streaming, telephone, or utility service;

13. Pest control, landscaping, pool service, or exterior maintenance;
14. Association charges;
15. Permit, licensing, inspection, registration, or tax fees;
16. Legal, accounting, engineering, architectural, or consulting fees;
17. Insurance premiums or deductibles;
18. Emergency guest relocation;
19. Extraordinary inspections or property visits;
20. Travel or delivery costs outside Agent's regular service area; or
21. Other third-party goods or services required for the operation of the Property.

Such costs may be paid from Property proceeds, charged to Owner's reserve, or invoiced directly to Owner.

Agent may retain from guest payments any separately disclosed administrative fee, reservation fee, processing fee, guest service fee, or similar fee charged by Agent, provided the fee is not included in Gross Booking Revenue and is permitted by the applicable platform and law.

7. PRICING AND RESERVATION AUTHORITY

Owner authorizes Agent to establish and adjust:

1. Nightly, weekly, and monthly rates;
2. Seasonal and event-based premiums;
3. Minimum and maximum stays;
4. Advance-booking requirements;
5. Last-minute discounts;
6. Promotional rates;
7. Length-of-stay discounts;
8. Cancellation policies;
9. Pet policies;

10. Occupancy limits;
11. Check-in and check-out times;
12. Security-deposit or damage-waiver requirements;
13. Cleaning charges;
14. Additional-guest fees;
15. Early check-in and late check-out charges; and
16. Other reasonable reservation terms.

Agent may use its experience, comparable properties, market conditions, local events, demand data, platform recommendations, and dynamic-pricing software in establishing rates.

Owner may provide pricing preferences or minimum-rate instructions in writing. However, Owner acknowledges that strict pricing restrictions may reduce occupancy, revenue, listing visibility, guest interest, or competitiveness.

Owner's requested minimum nightly rate, if any: \$ _____

Owner's requested standard nightly rate, if any: \$ _____

If these lines are left blank, pricing shall be determined by Agent in its reasonable discretion.

8. BOOKING PLATFORMS AND LISTING ACCOUNTS

Agent may advertise the Property through platforms such as Airbnb, Vrbo, Booking.com, Expedia, Google Vacation Rentals, OwnerRez, Agent's own website, and other appropriate channels.

Listings may be created:

1. Under an account owned or controlled by Owner;
2. Under an account owned or controlled by Agent; or
3. Through property-management or channel-management software used by Agent.

Ownership of a platform account does not necessarily determine ownership of listing content, photographs, guest communications, reviews, ranking history, reservations, or data. Platform rules may control whether a listing, reservation, review history, or account may be transferred.

Owner acknowledges that Agent cannot guarantee that:

1. A platform will approve or maintain a listing;
2. A platform will transfer a listing or reviews;
3. A platform will not suspend, restrict, deactivate, or remove an account or listing;
4. A platform will decide a guest complaint, refund, cancellation, or damage claim in Owner's favor; or
5. Platform policies, fees, algorithms, or ranking systems will remain unchanged.

Agent is not liable for the acts, omissions, policies, outages, decisions, payment delays, account restrictions, security breaches, or failures of a third-party platform or software provider.

9. DIRECT-BOOKING WEBSITE AND MARKETING MATERIALS

Agent may advertise the Property through Southern Bay Realty's website, direct-booking system, social media, email marketing, search-engine marketing, print materials, signs, referral relationships, and other lawful channels.

Owner grants Agent a nonexclusive, royalty-free license during the term of this Agreement to use photographs, videos, floor plans, descriptions, logos, property names, and other marketing materials relating to the Property.

Marketing content created and paid for exclusively by Agent, including copy, graphic designs, listing templates, website layouts, advertising campaigns, and branded materials, shall remain Agent's property unless otherwise agreed in writing.

Owner represents that any photograph, video, logo, written description, artwork, or other content supplied by Owner may lawfully be used for marketing purposes.

10. GUEST AGREEMENTS AND HOUSE RULES

Agent may require each guest to accept a vacation-rental agreement, platform terms, house rules, or other occupancy conditions.

Agent may establish and enforce reasonable rules addressing:

1. Maximum occupancy;
2. Age requirements;
3. Parties and events;
4. Smoking and vaping;
5. Pets and service animals;
6. Parking;
7. Noise;
8. Trash disposal;
9. Pool, elevator, beach, dock, balcony, grill, fireplace, firepit, or amenity use;
10. Check-in and check-out procedures;
11. Prohibited conduct;
12. Commercial photography or filming;
13. Subletting or unauthorized guests;
14. Association rules;
15. Local ordinances;
16. Safety requirements; and
17. Protection of the Property and surrounding community.

Agent may remove, deny access to, or terminate the stay of a guest who materially violates applicable law, the rental agreement, platform policies, association rules, or house rules, subject to applicable law and practical safety considerations.

11. OWNER USE AND OWNER-BLOCKED DATES

Owner may reserve the Property for personal use by providing reasonable advance notice to Agent and confirming that the requested dates are not already reserved.

Owner may not displace, cancel, or interfere with a confirmed guest reservation without Agent's written approval.

Owner shall be responsible for:

1. Cleaning after Owner's stay;
2. Restocking items consumed or removed;
3. Damage caused by Owner, Owner's family, or Owner's guests;
4. Any loss of rental income resulting from Owner's blocked dates; and
5. Any cancellation penalties, refunds, relocation expenses, platform penalties, or other losses caused by Owner's interference with a confirmed reservation.

Owner stays may be required to follow the same cleaning, inspection, access, and checkout procedures as guest stays.

Owner shall not directly enter or occupy the Property during a guest's stay except in an emergency or with Agent's prior coordination.

12. CLEANING, LINENS, AND TURNOVER SERVICES

Agent may select, engage, schedule, supervise, and replace cleaning, laundry, linen, and turnover providers.

Cleaning charges collected from guests may be applied to:

1. Standard turnover cleaning;
2. Laundry and linen service;
3. Restocking;
4. Inspection;
5. Trash removal;
6. Reporting maintenance issues; and
7. Reasonable administrative coordination.

If the amount charged to the guest is insufficient to cover the actual turnover cost, the difference may be charged to Owner or deducted from Property proceeds.

Excessive cleaning caused by a guest may be charged to the guest when reasonably documented and collectible. Agent does not guarantee successful collection.

Owner acknowledges that cleaners and turnover personnel are generally independent contractors and not employees of Agent.

13. PROPERTY CONDITION, FURNISHINGS, AND SUPPLIES

Owner shall provide and maintain the Property in a safe, clean, functional, habitable, and marketable condition suitable for vacation-rental occupancy.

Owner shall provide, maintain, and replace as reasonably necessary:

1. Furniture;
2. Mattresses and bedding;
3. Towels and linens;
4. Kitchenware and cooking equipment;
5. Major and small appliances;
6. Heating and air-conditioning equipment;
7. Hot-water equipment;
8. Internet service;
9. Required locks and access equipment;
10. Smoke alarms;
11. Carbon-monoxide alarms where appropriate;
12. Fire extinguishers;
13. Exterior and interior lighting;
14. Pool or spa safety equipment, if applicable;
15. Emergency-contact information;

16. Required permits, notices, signage, and disclosures;
17. Cleaning equipment;
18. Trash containers;
19. Guest consumables and starter supplies; and
20. Other items reasonably necessary to operate the Property competitively.

Agent may recommend replacement, repair, upgrading, removal, or addition of furnishings and amenities.

Agent may decline to market or continue managing a Property that is unsafe, materially deficient, inadequately furnished, unsanitary, unlawfully operated, or likely to expose guests or Agent to unreasonable risk.

14. PROPERTY INSPECTIONS

Agent or Agent's vendors may perform reasonable inspections:

1. Before the Property is first listed;
2. Following a guest departure;
3. Before a guest arrival;
4. Following a reported problem;
5. Following severe weather;
6. During maintenance or repair work;
7. When Agent reasonably suspects damage or unauthorized activity; or
8. At other reasonable times necessary to manage the Property.

Turnover observations by cleaning personnel are not comprehensive property inspections and do not constitute engineering, structural, environmental, mold, code, pest, roof, electrical, plumbing, HVAC, pool, or safety inspections.

Agent is not responsible for detecting concealed, gradual, intermittent, inaccessible, or unreported defects.

15. REPAIRS AND MAINTENANCE AUTHORIZATION

Agent may authorize ordinary, nonemergency repairs, maintenance, replacement items, or service calls costing up to **\$500 per occurrence** without prior Owner approval.

Owner may select a different authorization limit below:

Alternative repair authorization limit: \$ _____

If no alternative amount is entered, the \$500 limit shall apply.

Agent may proceed without prior approval when:

1. Immediate action is reasonably necessary to protect persons or property;
2. Immediate action is necessary to preserve a guest reservation;
3. A guest is currently occupying the Property;
4. Delay could cause additional damage;
5. Delay could violate law, code, association rules, platform standards, or guest obligations;
6. Owner cannot be reached after reasonable effort;
7. Owner fails to respond within a reasonable period;
8. Essential services are interrupted; or
9. The situation is otherwise reasonably considered an emergency.

Emergency matters may include:

1. Plumbing leaks or stoppages;
2. Loss of water;
3. Water-heater failure;
4. Heating or air-conditioning failure;
5. Electrical failure or hazard;
6. Appliance failure affecting a current guest;
7. Roof or window leaks;
8. Storm damage;
9. Broken locks or access systems;
10. Fire, smoke, gas, or carbon-monoxide concerns;

11. Sewage or sanitation problems;
12. Pool, elevator, dock, balcony, or structural hazards;
13. Pest infestation affecting occupancy;
14. Security concerns;
15. Mold or moisture concerns; and
16. Conditions that may require guest relocation.

For emergency work, Agent is authorized to approve reasonable expenses up to the amount of one average month's Gross Booking Revenue for the Property. Agent may exceed that amount when reasonably necessary to protect life, prevent substantial property damage, comply with governmental direction, or address an emergency when Owner cannot be reached.

Owner shall promptly reimburse Agent for any amount advanced on Owner's behalf.

16. PREFERRED VENDORS AND AFFILIATED SERVICES

Agent may use vendors selected by Agent based on availability, reliability, location, pricing, licensing, insurance, experience, response time, guest needs, and prior performance.

Agent's preferred vendors may include companies with which Agent or Agent's owners, partners, employees, representatives, or affiliates have a referral relationship, business relationship, common ownership, financial interest, or other affiliation.

Owner authorizes the use of such vendors unless Owner provides written instructions identifying an alternative preferred vendor.

Owner-designated vendors must be appropriately licensed, insured, qualified, responsive, and willing to comply with Agent's scheduling, billing, documentation, and access procedures.

Agent is not responsible for delays, defective work, misconduct, injury, property damage, or other acts or omissions of an independent vendor unless caused by Agent's own willful misconduct.

17. OPERATING RESERVE

Owner shall maintain an operating reserve with Agent in the amount of:

\$ _____, or \$1,000, whichever is greater.

Agent may increase the required reserve based on the Property's size, condition, amenities, location, maintenance history, insurance deductible, reservation volume, seasonal risk, or other operational considerations.

Agent may use reserve funds for authorized expenses, including repairs, cleaning, supplies, guest refunds, chargebacks, taxes, relocation, utilities, platform adjustments, and emergency expenses.

If the reserve falls below the required amount, Agent may replenish it from future rental proceeds or require Owner to provide additional funds.

Owner shall provide requested funds within five business days, or sooner in an emergency.

Agent may suspend reservations, block the calendar, cancel nonbinding booking requests, postpone nonessential work, or terminate this Agreement if Owner fails to maintain sufficient funds.

18. COLLECTION AND HANDLING OF FUNDS

Agent may collect or receive:

1. Rental charges;
2. Reservation deposits;
3. Advance payments;
4. Cleaning fees;
5. Pet fees;
6. Taxes;
7. Security deposits;
8. Damage-waiver fees;
9. Damage reimbursements;
10. Cancellation charges;
11. Administrative fees;

12. Platform payouts; and

13. Other reservation-related amounts.

Funds required by Alabama law or Real Estate Commission rules to be held in trust shall be deposited, accounted for, transferred, or disbursed in accordance with applicable requirements.

Owner acknowledges that booking platforms, banks, credit-card processors, and payment providers may delay, reserve, withhold, reverse, or offset funds.

Agent is not required to disburse funds to Owner until:

1. The funds have been received by Agent;
2. The funds have fully settled;
3. Applicable refunds, taxes, fees, reserves, repairs, and expenses have been deducted or reserved;
4. Any chargeback or payment dispute risk has reasonably passed; and
5. Agent has completed the applicable accounting process.

Agent may establish reasonable payout schedules based on booking-channel payment timing and accounting practices.

19. OWNER STATEMENTS AND DISBURSEMENTS

Agent shall provide Owner with periodic statements showing material receipts and disbursements.

Owner proceeds shall generally be paid by ACH or another method selected by Agent after funds have settled and applicable deductions have been made.

Agent may withhold sufficient funds for:

1. Management fees;
2. Vendor invoices;
3. Pending or anticipated repairs;
4. Cleaning and turnover costs;
5. Taxes;
6. Guest refunds;

7. Chargebacks;
8. Platform adjustments;
9. Operating-reserve requirements;
10. Insurance deductibles;
11. Damage claims;
12. Disputed transactions;
13. Existing reservations;
14. Contractual obligations; and
15. Other authorized Property expenses.

If expenditures exceed Property receipts, Owner shall promptly reimburse Agent upon demand.

Owner shall review statements and report any claimed error in writing within thirty days after the statement is made available. Failure to report an error within that period shall not waive rights that cannot lawfully be waived but may be considered evidence that the statement was accepted.

20. CANCELLATIONS, REFUNDS, CREDITS, AND RELOCATION

Agent may issue or authorize a reasonable refund, credit, discount, reimbursement, or relocation when Agent determines that doing so is appropriate to:

1. Resolve a legitimate guest complaint;
2. Comply with platform rules;
3. Comply with law;
4. Address a maintenance or safety problem;
5. Avoid a larger chargeback or claim;
6. Protect the listing or account;
7. Preserve goodwill;
8. Respond to an interruption of essential services;
9. Address inaccurate listing information; or

10. Resolve circumstances materially affecting the guest's stay.

Agent may authorize a guest adjustment of up to the lesser of \$500 or twenty-five percent of the affected reservation without prior Owner approval.

Agent may exceed this amount in an emergency, when required by law or platform policy, or when Owner is unavailable and delay would reasonably increase the loss.

Refunds caused by property condition, Owner action, unavailable amenities, utility failure, unlawful occupancy, inaccurate Owner-supplied information, maintenance failure, or Owner cancellation shall be Owner's responsibility.

21. CHARGEBACKS AND PAYMENT DISPUTES

Owner bears the financial risk of guest chargebacks, stolen payment methods, payment reversals, platform offsets, disputed transactions, fraudulent bookings, and uncollectible balances relating to the Property.

Agent may respond to chargebacks and provide available reservation documentation but does not guarantee a successful outcome.

Any chargeback, reversal, processing fee, platform penalty, or related expense may be deducted from current or future Property proceeds or charged to Owner.

Agent's management fee earned on a completed stay shall not be refundable solely because a guest later initiates a chargeback, unless Agent elects otherwise.

22. SECURITY DEPOSITS, DAMAGE WAIVERS, AND GUEST DAMAGE

Agent may require:

1. A refundable security deposit;
2. A nonrefundable damage-waiver fee;
3. Third-party accidental-damage protection;
4. Platform-provided host protection; or

5. A combination of these protections.

Owner acknowledges that security deposits, damage waivers, platform guarantees, and insurance products may contain exclusions, deductibles, documentation requirements, deadlines, and coverage limitations.

Agent does not guarantee that guest damage will be discovered, documented, admitted, reimbursed, insured, or collected.

Agent may prepare or submit a damage claim as part of ordinary management. Extensive claim preparation, litigation support, court appearances, insurer negotiations, or extraordinary documentation may be subject to an additional fee agreed upon by the parties.

Normal wear and tear, gradual deterioration, maintenance failures, pest activity, mechanical breakdown, mold, mildew, rust, corrosion, weather damage, and defects not caused by a guest are not guest damage.

23. LODGING TAXES, LICENSES, AND REGULATORY COMPLIANCE

Owner is ultimately responsible for ensuring that the Property may lawfully be used as a vacation rental.

Owner shall obtain and maintain all required:

1. Business licenses;
2. Vacation-rental permits;
3. Short-term-rental registrations;
4. Lodging-tax accounts;
5. Revenue-department accounts;
6. Local tax accounts;
7. Association approvals;
8. Certificates of occupancy;
9. Inspections;
10. Safety certifications; and
11. Other governmental or private approvals.

Agent may assist with applications, registrations, reporting, collection, or remittance but does not provide legal or tax advice.

Agent may collect and remit lodging taxes when:

1. Required by law;
2. Required by a booking platform;
3. Authorized under an applicable tax account; or
4. Agreed upon in writing.

Some booking platforms may collect and remit some taxes directly. Owner acknowledges that platform remittance may not include every state, county, municipal, district, tourism, or special tax applicable to the Property.

Owner remains responsible for confirming:

1. Which taxes apply;
2. Which party collects each tax;
3. Which party files each return;
4. Whether zero-dollar returns are required;
5. Whether direct bookings create separate obligations; and
6. Whether platform reporting is accurate and complete.

Agent may rely on information supplied by Owner, taxing authorities, platforms, and tax-service providers. Owner shall indemnify Agent against taxes, penalties, interest, assessments, and filing obligations arising from inaccurate Owner information, pre-management periods, ownership issues, unavailable registrations, or Owner's failure to obtain required accounts.

24. OWNER REPRESENTATIONS AND WARRANTIES

Owner represents and warrants that:

1. Owner has legal authority to enter into this Agreement;
2. Owner owns the Property or is fully authorized by the legal owner;

3. All owners and required parties have consented;
4. Vacation-rental use is permitted by applicable law;
5. Vacation-rental use is permitted by all deeds, restrictions, leases, mortgages, condominium documents, and association rules;
6. The Property complies with applicable building, fire, safety, health, zoning, occupancy, and rental requirements;
7. The Property is adequately insured for short-term-rental use;
8. All information supplied to Agent is truthful and complete;
9. The Property contains no undisclosed dangerous, illegal, defective, or hazardous condition;
10. Owner has disclosed all known water intrusion, mold, structural, electrical, plumbing, HVAC, pest, security, pool, balcony, elevator, dock, septic, erosion, environmental, or safety issues;
11. Owner will promptly disclose any change affecting legality, safety, insurability, ownership, or rental availability;
12. Owner will not discriminate in violation of applicable law;
13. Owner will comply with association obligations and governmental requirements; and
14. Owner will timely pay mortgages, taxes, assessments, utilities, insurance, permits, and other ownership expenses.

Agent may rely on these representations without independently verifying them.

25. INSURANCE REQUIREMENTS

Owner shall maintain insurance specifically permitting and covering vacation-rental or transient occupancy.

At a minimum, Owner shall maintain:

1. Property-hazard coverage;
2. Commercial or short-term-rental liability coverage;
3. Appropriate loss-of-rents or business-income coverage;

4. Wind, hurricane, flood, and named-storm coverage as appropriate;
5. Coverage for pools, docks, elevators, balconies, golf carts, bicycles, watercraft, grills, fireplaces, firepits, and other special amenities;
6. Workers' compensation coverage when required for Owner's employees; and
7. Any other coverage reasonably appropriate to the Property.

Owner shall request that Southern Bay Realty, its qualifying broker, and applicable affiliated entities be named as additional insureds or additional interests where available.

Owner shall provide Agent with certificates or other evidence of coverage upon request.

Owner acknowledges that ordinary homeowner's insurance may exclude short-term rental activity.

Agent does not provide insurance advice and is not responsible for determining the adequacy of Owner's coverage.

Insurance Company:

Insurance Agent:

Policy Number:

Liability Coverage Amount:

Insurance Agent Telephone:

26. UTILITIES AND ESSENTIAL SERVICES

Owner shall maintain all utilities and essential services necessary for occupancy, including electricity, water, sewer or septic service, gas where applicable, garbage service, internet service, and any required association or amenity service.

Owner authorizes Agent to communicate with utility and service providers when necessary to address an interruption or emergency.

Agent is not liable for utility outages, internet failures, weather-related interruption, provider failures, municipal restrictions, service-area limitations, or similar events outside Agent's reasonable control.

Costs associated with restoring or maintaining service are Owner's responsibility.

27. HURRICANES, STORMS, NATURAL DISASTERS, AND EMERGENCIES

Agent may take reasonable action before, during, or after a hurricane, tropical storm, flood, tornado, fire, freeze, evacuation, governmental emergency, public-health event, or other disaster.

Such action may include:

1. Blocking reservations;
2. Cancelling or modifying stays;
3. Communicating evacuation information;
4. Securing outdoor items;
5. Coordinating shutters or storm protection;
6. Arranging inspections;
7. Authorizing emergency mitigation;
8. Coordinating water extraction or temporary repairs;
9. Relocating guests;
10. Communicating with insurers or adjusters; and
11. Restricting access to the Property.

Agent does not guarantee that it or a vendor will be available to prepare, inspect, secure, protect, or restore the Property.

Storm preparation, post-storm inspection, debris removal, mitigation, insurance coordination, and extraordinary emergency services may be billed separately.

Owner is responsible for all associated costs not recovered from a guest, vendor, government program, or insurer.

28. ASSOCIATION AND COMMUNITY RULES

Owner shall provide Agent with current copies of all condominium, homeowners' association, community, building, resort, parking, amenity, and rental rules affecting the Property.

Owner shall promptly notify Agent of any change in those rules.

Owner is responsible for all assessments, registration fees, parking passes, wristbands, access credentials, amenity charges, and owner-related association obligations.

Fines caused by a guest may be charged to the guest when reasonably collectible. Any uncollected fine remains Owner's responsibility.

Agent may suspend bookings if association rules become unclear, disputed, restrictive, or inconsistent with vacation-rental operation.

29. PETS, SERVICE ANIMALS, AND ASSISTANCE ANIMALS

Agent may establish a pet policy for the Property subject to Owner's written instructions and applicable law.

Owner acknowledges that service animals and other legally protected assistance animals may not be treated as ordinary pets and may be subject to different legal requirements.

Agent may request lawful information or documentation but shall not be required to violate applicable disability, housing, public-accommodation, or privacy law.

Pet fees, pet deposits, and animal-related charges shall be administered in accordance with applicable law and platform policy.

30. ACCESS, LOCKS, CAMERAS, AND MONITORING DEVICES

Owner authorizes Agent to install, program, use, replace, or coordinate:

1. Smart locks;
2. Keypads;
3. Lockboxes;
4. Exterior security cameras;
5. Doorbell cameras;
6. Noise-monitoring devices;
7. Occupancy-monitoring devices;
8. Leak sensors;
9. Thermostats;
10. Smoke or carbon-monoxide monitoring devices; and
11. Other lawful property-management technology.

All cameras and monitoring devices must comply with applicable law and platform disclosure requirements.

No camera or recording device may be installed in a bathroom, bedroom, sleeping area, or other location where a guest has a reasonable expectation of privacy.

Owner shall disclose all existing cameras, microphones, recording devices, and monitoring systems to Agent.

Owner shall not remotely monitor guests in a manner that violates law, platform policy, or guest privacy.

31. SALE, TRANSFER, FORECLOSURE, OR CHANGE OF OWNERSHIP

Owner shall provide Agent with at least sixty days' written notice before listing, selling, transferring, refinancing, conveying, or otherwise changing ownership or control of the Property.

Owner shall disclose all existing reservations to prospective buyers and closing professionals.

A sale or transfer shall not automatically cancel existing guest reservations.

If Owner sells or transfers the Property, Owner remains responsible for:

1. Existing reservations unless properly assumed;

2. Guest refunds;
3. Platform penalties;
4. Relocation costs;
5. Chargebacks;
6. Taxes;
7. Vendor obligations;
8. Management fees;
9. Termination obligations; and
10. Other liabilities arising before or because of the sale.

If the Property is sold to a guest, prospective guest, referral, or other party first introduced to the Property through Agent's management or marketing efforts during the term of this Agreement or within six months afterward, Owner shall pay Southern Bay Realty a commission equal to two percent of the gross sales price plus a \$225 documentation fee, unless superseded by a separate written listing or brokerage agreement.

If the Property is listed for sale with another brokerage, Owner shall require reasonable coordination to protect guest privacy and existing reservations.

32. OWNER COMMUNICATION AND MANAGEMENT SOFTWARE

Agent may use property-management, accounting, communication, channel-management, and owner-portal software to administer the Property.

Owner may receive access to an owner portal containing statements, reservations, work orders, documents, and other information.

Agent may communicate by portal message, email, telephone, text message, electronic signature platform, or mail.

Owner is responsible for maintaining current contact information and regularly reviewing notices and portal information.

A communication sent to Owner's last provided email address, telephone number, portal account, or mailing address shall be considered delivered when transmitted or deposited for delivery, subject to applicable law.

Agent shall be reasonably available during normal business hours. After-hours availability may be limited to active guest matters and emergencies.

33. RECORDS AND CONFIDENTIALITY

Agent shall maintain records as required by law and Agent's ordinary business practices.

Owner shall not be entitled to confidential guest information except as reasonably necessary for lawful ownership, accounting, tax, insurance, litigation, or regulatory purposes.

Agent may redact:

1. Payment-card information;
2. Identification documents;
3. Access codes;
4. Screening information;
5. Protected personal information;
6. Internal notes;
7. Proprietary platform data; and
8. Information restricted by law or contract.

Owner's confidential information shall not be disclosed to guests except as reasonably necessary to manage the Property, comply with law, process a reservation, address an emergency, or enforce an agreement.

34. FAIR HOUSING AND NONDISCRIMINATION

Agent and Owner shall comply with applicable federal, state, and local nondiscrimination requirements.

Owner shall not direct Agent to discriminate unlawfully based on race, color, religion, sex, familial status, national origin, disability, or any other protected classification.

Agent may refuse any Owner instruction that Agent believes may violate law, professional standards, platform policy, or fair-housing requirements.

35. INDEPENDENT PROFESSIONAL JUDGMENT

Agent shall perform its duties independently and exercise reasonable professional judgment.

Owner may provide lawful instructions and preferences but shall not control the manner in which Agent performs licensed brokerage or property-management duties.

Agent may refuse an instruction that is unlawful, unsafe, unethical, discriminatory, inconsistent with platform requirements, contrary to professional standards, or likely to expose Agent to unreasonable liability.

36. NO GUARANTEE OF PERFORMANCE

Owner acknowledges that vacation-rental performance is affected by factors outside Agent's control, including:

1. Weather;
2. Economic conditions;
3. Competition;
4. Seasonality;
5. Platform algorithms;
6. Reviews;
7. local events;
8. Property condition;
9. Owner-blocked dates;
10. Pricing restrictions;

11. Government regulation;
12. Association restrictions;
13. Travel trends;
14. Insurance events;
15. Beach conditions;
16. Construction;
17. Road access;
18. Utility interruptions; and
19. Acts of God.

Agent does not guarantee occupancy, rental income, cash flow, appreciation, tax results, guest conduct, positive reviews, or profitability.

Any projection, estimate, market analysis, pro forma, or pricing recommendation is an opinion and not a promise.

37. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by Alabama law, Owner shall defend, indemnify, and hold harmless Agent, Southern Bay Realty, its qualifying broker, licensees, owners, members, managers, employees, contractors, representatives, and affiliated entities from claims, liabilities, losses, damages, judgments, fines, penalties, costs, and expenses, including reasonable attorneys' fees, arising from or relating to:

1. Ownership, condition, use, or occupancy of the Property;
2. Bodily injury, death, or property damage occurring at or relating to the Property;
3. Undisclosed defects or hazards;
4. Owner's breach of this Agreement;
5. Owner's negligence, misconduct, or violation of law;
6. Short-term-rental restrictions;
7. Taxes, licenses, permits, registrations, or association obligations;

8. Owner-supplied information or materials;
9. Owner's vendors, employees, guests, family members, or invitees;
10. Animals, pools, spas, docks, balconies, elevators, watercraft, golf carts, bicycles, grills, fireplaces, firepits, or other special amenities;
11. Guest claims not caused by Agent's willful misconduct;
12. Cancellation or relocation caused by Property condition or Owner action;
13. Insurance exclusions or inadequate coverage; and
14. Claims occurring before Agent began management or after Agent's authority ended.

This provision does not require Owner to indemnify Agent for damages finally determined by a court of competent jurisdiction to have resulted solely from Agent's fraud, willful misconduct, or conduct that cannot lawfully be indemnified.

The indemnification obligations shall survive termination of this Agreement.

38. LIMITATION OF AGENT'S LIABILITY

To the fullest extent permitted by law, Agent shall not be liable for:

1. Acts or omissions of guests, vendors, platforms, processors, associations, utilities, governmental authorities, insurers, or other third parties;
2. Theft, vandalism, fraud, cybercrime, identity theft, chargebacks, or unauthorized access;
3. Undetected damage;
4. Normal wear and tear;
5. Hidden or latent defects;
6. Mold, mildew, pests, corrosion, deterioration, or environmental conditions;
7. Utility, internet, platform, software, or equipment failures;
8. Weather, evacuation, disaster, pandemic, or government action;
9. Loss of income, profit, goodwill, ranking, reviews, or business opportunity;
10. Platform suspension or listing removal;

11. Guest conduct or nonpayment; or
12. Consequential, incidental, special, exemplary, or punitive damages.

Except for funds Agent is legally required to hold in trust and liability that cannot lawfully be limited, Agent's total liability arising from this Agreement shall not exceed the management fees actually paid to Agent for the affected Property during the six months preceding the event giving rise to the claim.

39. DEFAULT BY OWNER

Owner shall be in default if Owner:

1. Fails to pay amounts when due;
2. Fails to maintain required reserve funds;
3. Provides materially false or incomplete information;
4. Interferes with confirmed reservations;
5. Directly rents the Property without Agent's authorization;
6. Fails to maintain required insurance;
7. Fails to maintain the Property;
8. Demands unlawful or discriminatory conduct;
9. Fails to maintain licenses or legal authority;
10. Fails to timely respond to an urgent issue;
11. Harasses or abuses Agent's employees, vendors, guests, or representatives;
12. Causes material platform or reputational risk; or
13. Otherwise materially breaches this Agreement.

Following default, Agent may:

1. Suspend marketing or reservations;
2. Block the calendar;
3. Withhold Owner disbursements;
4. Apply available funds to obligations;

5. Require advance funding;
 6. Terminate this Agreement;
 7. Transfer or cancel reservations when reasonably necessary;
 8. Pursue collection;
 9. Record or enforce any lawful lien or claim; and
 10. Exercise any other remedy available under Alabama law.
-

40. TERMINATION FOR CAUSE

Agent may terminate this Agreement immediately or upon shorter notice when:

1. The Property is unsafe or unlawful;
2. Required insurance is absent;
3. Owner is materially in default;
4. Owner instructs Agent to violate law;
5. Owner interferes with guests or reservations;
6. The Property is subject to foreclosure, condemnation, utility shutoff, association prohibition, or governmental restriction;
7. Owner's conduct creates an unreasonable risk to guests, vendors, or Agent;
8. Agent loses required access to the Property;
9. The platform or market no longer reasonably supports management;
10. Owner fails to fund required expenses; or
11. Continued management would expose Agent to material legal, financial, ethical, or reputational risk.

Termination shall not eliminate obligations concerning existing reservations, refunds, chargebacks, taxes, vendor invoices, management fees, indemnification, or other accrued liabilities.

41. EARLY TERMINATION AND EXISTING RESERVATIONS

When Owner terminates management before the end of the initial term without an uncured material breach by Agent, Owner shall pay an early-termination fee equal to the greater of:

1. \$750 per Property; or
2. The management fees Agent reasonably would have earned on confirmed reservations existing as of the notice date.

In addition, Owner shall be responsible for all costs caused by termination, including:

1. Guest refunds;
2. Platform penalties;
3. Relocation expenses;
4. Chargebacks;
5. Vendor cancellation fees;
6. Marketing expenses;
7. Software or subscription commitments; and
8. Administrative costs associated with transferring or closing the account.

Agent may waive or reduce the early-termination fee in writing.

42. SALE OR WITHDRAWAL OF PROPERTY WITH RESERVATIONS

Owner shall not withdraw, occupy, sell, remodel, or otherwise make the Property unavailable during confirmed reservation dates without Agent's written approval.

If Owner makes the Property unavailable, Owner shall be responsible for:

1. Full guest refunds;
2. Alternative accommodations;
3. Difference in replacement lodging costs;
4. Platform penalties;
5. Payment-processing charges;
6. Chargebacks;

7. Lost management fees;
8. Damage to Agent's platform account or reputation; and
9. Any other resulting loss.

Agent may immediately deduct or reserve these amounts from funds held for Owner.

43. DISPUTE RESOLUTION, GOVERNING LAW, AND VENUE

This Agreement shall be governed by and construed under the laws of the State of Alabama.

Before filing litigation, the parties shall make a good-faith effort to resolve the dispute through direct written communication.

Unless prohibited by law, the parties may mutually agree to mediation before a neutral mediator located in Mobile County, Alabama.

Any lawsuit arising from or relating to this Agreement shall be filed exclusively in a court of competent jurisdiction located in Mobile County, Alabama, unless another venue is required by applicable law.

In any action to enforce this Agreement, the prevailing party may recover reasonable attorneys' fees, court costs, collection costs, and other expenses to the extent permitted by law.

Owner shall be responsible for reasonable legal and collection expenses incurred by Agent as a result of Owner's uncured default.

44. NOTICES

Any notice required under this Agreement shall be in writing and may be delivered by:

1. Personal delivery;
2. Certified or trackable mail;
3. Recognized overnight service;
4. Email;
5. Electronic-signature platform; or
6. Owner portal.

Notice shall be sent to the most recent contact information provided by the receiving party.

A party shall promptly notify the other of any change in mailing address, email address, or telephone number.

45. ELECTRONIC SIGNATURES AND COUNTERPARTS

This Agreement may be executed electronically and in counterparts.

Electronic signatures, scanned signatures, and signatures transmitted through an electronic-signature platform shall be treated as originals to the fullest extent permitted by law.

46. ASSIGNMENT

Owner may not assign this Agreement without Agent's prior written consent.

Agent may assign this Agreement to a successor brokerage, affiliated entity, or purchaser of Agent's property-management business, subject to applicable licensing law.

This Agreement shall bind and benefit the parties and their permitted heirs, representatives, successors, and assigns.

47. FORCE MAJEURE

Neither party shall be liable for delay or failure caused by circumstances beyond that party's reasonable control, including hurricanes, floods, tornadoes, fires, epidemics, governmental orders, utility failures, labor shortages, civil disturbance, war, terrorism, platform outages, cyberattacks, material shortages, road closures, or acts of God.

Financial obligations already incurred shall not be excused solely by a force-majeure event.

48. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in effect.

An invalid provision shall be interpreted or limited to the minimum extent necessary to make it enforceable while preserving the parties' original intent as closely as possible.

49. WAIVER

A party's failure to enforce a provision shall not waive that provision or any later breach.

A waiver must be in writing and signed by the party granting it.

50. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement, together with any attached addenda, fee schedules, property-information sheets, owner instructions, and incorporated disclosures, contains the entire agreement between the parties concerning vacation-rental management of the Property.

It replaces prior oral or written discussions concerning the same subject.

Any amendment must be in writing and signed by both parties, except that Agent may reasonably update operational procedures, platform practices, house rules, or legally required policies upon written notice to Owner, provided such update does not materially change the management-fee percentage without Owner's written consent.

51. SPECIAL PROPERTY INSTRUCTIONS

Maximum Occupancy

Adults: _____

Children: _____

Total: _____

Pets

☐ No pets permitted

☐ Pets permitted subject to Agent's rules

☐ Owner approval required

☐ Other: _____

Owner-Approved Amenities

Parking Restrictions

Association Restrictions

Special Maintenance Requirements

Other Owner Instructions

Instructions shall not be enforceable against Agent to the extent they conflict with law, safety requirements, platform policies, professional standards, or the terms of this Agreement.

52. ADDITIONAL FEES OR AGREEMENTS

The following additional fees or arrangements shall apply:

53. ACKNOWLEDGMENTS

By signing below, Owner acknowledges that Owner:

1. Has read and understands this Agreement;
2. Has had an opportunity to seek independent legal, tax, insurance, and accounting advice;
3. Understands that Agent is a real estate brokerage and not Owner's attorney, accountant, insurer, engineer, contractor, or tax advisor;
4. Understands that short-term-rental laws, taxes, platform rules, and association requirements may change;
5. Accepts responsibility for confirming the legality and insurability of the Property's vacation-rental use;
6. Authorizes Agent to perform the services and exercise the authority described herein;
7. Understands the management-fee calculation;
8. Understands that revenue and occupancy are not guaranteed; and
9. Confirms that all information supplied to Agent is accurate and complete.

OWNER SIGNATURE

Owner's Printed Name:

Owner's Signature:

Date: _____

Ownership Entity and Title, if applicable:

Social Security Number or Tax Identification Number:

ADDITIONAL OWNER SIGNATURE

Additional Owner's Printed Name:

Additional Owner's Signature:

Date: _____

Ownership Entity and Title, if applicable:

SOUTHERN BAY REALTY

Southern Bay Realty

1010 Schillinger Road South, Suite A

Mobile, Alabama 36695

Telephone: (251) 227-8377

Alabama Real Estate License No. 0001357040

By:

Printed Name and Title:

Date: _____