

Mullally's Property Management
27 Judy's Lane, Lower Montague, PEI COA 1R0
Phone 902-969-4795 /dwightm@pei.sympatico.ca
1-888-838-3651

RENTAL MANAGEMENT AGREEMENT

This Agreement made the -- -- day of -----, 2008.

BETWEEN:

Dwight Mullally, owner of **Mullally's Property Management** of 27 Judy's Lane, Lower Montague Road , Prince Edward Island.
(Hereinafter called the **Manager**)

AND:

----- of ----- owners of ----
-----, located at-----, Prince Edward
Island.
(Hereinafter called the **Landowner**.)

In consideration of mutual covenants hereinafter set out, the **Landowner** and **Manager** agree as follows:

1. The **Manager** agrees to rent on behalf of the **Landowner**, -----, and look after all of the administrative details including bookings, rental collections, cleaning and any other responsibilities normally associated with renting homes/cottages.
2. The **Manager** will be responsible for advertising ----- as an extension of **Mullally's Property Management** and any direct advertising as a separate entity shall be the responsibility of the **Landowner (i.e. PEI Tourism Guide)**.
3. The **Manager** will be responsible for the collection of rent which will be the advertised for the amount of \$-----.**00** per week in which the **Landowner** will receive the net amount of \$-----.**00** and the **Manager** will retain \$-----.**00 (30%)**. Every effort will be made to rent -----for full one-week periods, but if there are gaps in the rental schedule that can be filled by means of daily rental, the rate shall be \$-----.**00** per night based on a minimum of two nights and the manager shall retain \$-----.**00 (30%)** per night.

4. The **Manager** agrees that the check in time will be no earlier than 4:00 pm and check out will be no later than 10:00 am.
5. The **Manager** agrees that there will be a no smoking and a no pet policy at -----
-----.
6. The **Manager** agrees that the maximum occupancy for the beach house shall be no more than -- -----people unless approved by the **Landowner**.
7. The **Manager** will request a 50 % deposit from the renter at the time of booking and the remaining 50% will be due no later than 30 days prior to arrival. If the renter cancels their booking prior to 30 days from arrival, they will be entitled to a full refund minus a 5% administration fee, which shall be retained by the **Manager**. If the renter cancels within the 30 days prior to arrival, there will only be a refund if we are able to re-book the time slot. If we are not able to re-book, no refund will be provided.
8. The **Landowner** will be responsible for the initial cleaning of the beach house prior to the first rental and if unable to have this done, the **Manager** will arrange to have this done and deduct the expense from the portion of the **Landowners** rent.
9. The **Landowner** is responsible for advising the **Manager** of any time slots that they have booked personally as to avoid double booking.
10. The **Landowner** is responsible for providing all amenities associated with renting.
11. The **Manager** will assure that they have a credit card number to cover any damage that may occur as a result of renters= damage, which will be paid for by the renter, but the **Manager** will assume no direct responsibility for any damage that occurs.
12. The **Landowner** shall assure that they carry adequate insurance for fire, theft, vandalism and liability and in the event of an insurance claim, that this is the full responsibility of the **Landowner**.
The **Manager** shall not be liable and that the **Landowner** shall indemnify and forever save harmless the **Manager** for any loss or damage which the **Landowner** may incur as a result of any personal injury or death that may be suffered or sustained by, or for any damage to any property or equipment belonging to the **Landowner**, his employees, servants, agents, licensees, invitees or other persons in the carrying out of the terms of this Agreement, no matter how caused.

Signed in the presence of:

Witness On behalf of the Landowner

Witness On behalf of the Manager