



Our Management Contract

Great Vacation Retreats, LLC
P.O. Box 98, Koloa, HI 96756
Phone (866) 541-1033 Fax: (866) 721-7058 Email: info@greatvacationretreats.com

Exclusive Authorization for Vacation Rental (Short-term Occupancy Management Agreement)

Date: _____, 20_____ at Kauai, Hawaii.

Facts:

This vacation rental agreement is entered into by Great Vacation Retreats, LLC, herein the "Manager", and _____, herein the "Owner".

The subject of agreement is a residential property located at:

Street _____

City _____

State, Zip _____

- 1.1 Owner holds vested title to the property or is a co-owner with authority to enter into this agreement on behalf of all other vested owners. This agreement shall be effective for one year. Unless written notice from either party is received thirty (30) days before the scheduled expiration of this agreement, this contract shall be renewed for successive one-year periods. This agreement is effective until either party gives a thirty (30) day cancellation notice.
- 1.2 If upon termination of this agreement under paragraph 1.2, reservations exist for the property beyond the termination date, then the following applies:
 - a. Manager shall use its best efforts to transfer the reservations to another property.
 - b. Should Manager be unable to transfer the reservations, this agreement shall remain effective after termination for the periods covered by the non-transferable reservations.

2. Employment of the Manager:

- 2.1 Owner hereby employs and grants to Manager the exclusive right to act on behalf of Owner and provide services for the care, management and occupancy of the Property as a vacation residence available to the public for rent.
- 2.2 Manager is hereby authorized to enter into occupancy agreements conveying the right of exclusive occupancy of the property to guests, called reservations, collects rents and taxes from guests on behalf of the Owner. All other services the Manager renders for guests are the sole responsibility of the Manager.
- 2.3 Manager agrees to use diligence in the performance of its obligations under this agreement.
- 2.4 Manager compensation for this employment shall be an amount equal to: 30% of the gross rent collected from guests for reservations. Net rent is defined in paragraph 4.5.
- 2.5 Manager is authorized to disburse Manager's compensation under this agreement.

3. Possession to the property:

- 3.1 Manager is authorized to:
 - a. Show the property to prospective guests
 - b. Enter the property for the purpose of this agreement; and
 - c. Transfer occupancy to guests under reservations.
- 3.2 A guest during the period of occupancy under a reservation entered into by Manager can expect the Owner will not enter the property or otherwise disturb the guest without prior written consent from the Manager. Owner reserves the right to occupy and use the property, for other than rental purposes, except for periods during which the Manager has entered into reservations of the property with guests.
- 3.3 Owner will not exercise his right to occupy without first giving the Manager notice of intent to occupy and the period of occupancy. Should Owner interfere with guests reservations entered into by Manager without Manager's prior consent, Owner will on demand pay any non-administrative costs incurred by Manager to transfer the guest to suitable replacement accommodations.

4. Rents:

- 4.1 The rental rates charged each guest for occupancy under a reservation will be set by the Manager based on rents received for comparable properties available in the local vacation rental market. Rates may vary greatly due to weather, season, length of stay, availability, holidays, days of the week, number of occupants, etc.
- 4.2 Manager is to collect all rents due for a reservation and disperse in accordance with contracted agreement.

- 4.3 In the event a guest takes possession of the property and is moved for any reason to another property, the rent collected for the entire length of the guest stay in both properties will be allocated to the Owner's property pro rata based on the number of nights the guest stayed in the respective properties.
- 4.4 In the event a dispute arises with a guest regarding the property, on or after taking possession and for any reason, which is resolved by a reduction in rent, the rent amount shall be the amount collected in settlement of the dispute.
- 4.5 Gross rent consists of rent collected from guests on reservations for the property.
- a. Rent does not include any government taxes, cleaning fees or any other charges incurred by guests for services rendered by Manager.
 - b. Rents remaining after deductions of management fee constitute net rent.
 - c. The rent amount remaining from the net rents shall be paid to the Owner by Manager with the monthly recorded statement referred in §5.4, less any other amount due the Manager or other as provided for in this agreement.
- 4.6 A credit card in lieu of a cash security deposit shall be collected and held by Manager prior to the commencement of each guest occupancy to cover any damages or excessive wear and tear caused by the guest to the property or its contents and discovered by the Manager when the guest vacates the property, including any charges for extra cleaning brought about by guest.
- 4.7 A rental deposit is collected and held in the Manager's Trust. It shall be returned to the guest on the following events:
- a. Cancellation by guest due to death, sudden serious illness or injury to guest or an immediate family member, war, acts of flood, government regulations, disasters, civil disorder, failure of transportation facilities or other like emergencies.
 - b. On the expiration of the guest's occupancy, less any charges for damage, excessive wear and tear, and/or extra cleaning determined to exist by Manager on inspection concurrent with the guest vacating the property.
- 4.8 The Manager may, in the Manager's discretion, refund a guest's rent and security deposit without reductions if a reasonable likelihood exists of a continuing dispute or litigation with the guest arising for any reason, such as cancelled reservations, shortened stay, removal to other properties, death in the family, problems with the property that are in the Owners control and other similar situations.
- 4.9 Manager makes no representation to Owner about the amount of rent income (rent) Owner may anticipate receiving under this agreement. However, the rental income from reservations under this agreement will be derived solely from operations of the property; there will be no pooling of income or expenses with other properties.

5. Manager's Services:

- 5.1 Manager shall provide all personnel necessary to accomplish guest check-in and check-out, marketing, guest requests, shopping for supplies for the property, GE and TA tax payments, bookkeeping services, and on-site inspections of the property both preceding and following each occupancy.
- 5.2 Manager shall provide the guest with cleaning, paid for by the cleaning fees collected from the guest on each reservation, including:
 - a. To clean the property on departure of each guest, limited to ordinary housekeeping operations and excluding maintenance due to damages or wear and tear such as carpet cleaning, laundry of drapes, cleaning of windows and any wall mounted mirror, or repair or replacement of property damaged or removed by a guest.
- 5.3 Manager to provide additional maid services and linen services as requested by guests during their occupancy or by the Owner at the beginning or during Owner's occupancy for a special service fee to be agreed to and paid by the party requesting the additional services.
 - a. Owner may elect to clean the property following Owners personal use of the property. If the Owner elects to clean the property, Owner shall give Manager notice of the election at the time of booking. Only the Owner of record will be allowed to clean the property themselves. All other guests, including those occupying under the Owner, shall be subject to standard cleaning fees of the Manager.
 - b. If Owner elects to clean the property on the Owner's vacating of the property and, on Manager's inspection preceding a guest occupancy, the Manager in its sole discretion deems further housekeeping and linen service is necessary to properly prepare the property for occupancy, the Manager may perform the services at the Owner's expense and deduct the service fee from the Owner's share of rents.
- 5.4 Manager shall maintain a separate accounting record of all receipts, expenditures, disbursements and reservations regarding the operations of the property, which records will be available for Owner's inspection during normal business hours. A statement record for each month of operation is available online through the Owners' portal on our website.

5.5 Manager shall provide services as a liaison between the Owner and any guest who may make a claim or have a dispute with the Owner, and may assist in negotiating the resolution of any such claim or dispute, but in no event shall the Manager be responsible for the solution to any such claim or dispute, including costs and expenses.

6. Maintenance of Property by Owner:

6.1 The Owner agrees:

- To provide furniture and furnishings, including eating utensils and electrical appliances, and interior design appointments in accordance with industry standards and acceptable to Manager.
- To provide wireless high-speed internet service.
- To maintain the property, any patios, atrium or courtyard and all furniture and furnishings in accordance with industry standards by periodically eliminating build up of normal wear and tear imposed on the Property by its occupants, which will require painting, repair or replacement of such items as floor coverings, fixtures and furnishings. Owner may elect to authorize Manager, or outside vendors hired by Manager, to provide the services necessary to minimize or resolve wear and tear, for which the Owner will be charged and the amount deducted from Owners share of rents;
- To pay before delinquent all charges incurred by the property for gas, electricity, trash collection, water, telephone, television, cable and all other similar public services, including installation, connection and disconnection charges. The Manager shall not be held responsible for any loss or damage resulting from the Owner's failure to pay for and maintain such services;
- To pay before delinquent all property taxes and assessments of all kind imposed on the property and its improvements, facilities, personal property and appurtenances and every other lien or expense of ownership of the property;
- To pay before delinquency, all sales, excise, transient accommodations, and other taxes as may be payable as a result of the rental of the property.
- To maintain a valid and current membership in any homeowner's association, if applicable;
- To provide Manager with a master set of keys to the property, a garage door opener, any pool or amenities keys if applicable, and a list of any warranties on equipment and appliances located in the Property; and
- If Owner fails to meet his obligations in this Paragraph 6, Manager is authorized to, and may but is not obligated, to pay all amounts necessary to cure the failure and deduct the amounts paid from the Owner's share of rent.

6.2 Owner will arrange for unlimited local area calling and a long distance toll call phone block to be placed on the phone service.

6.3 If allowed, Manager will install an electronic lock on the front door of the property at Manager's expense.

7. **Damaged or missing property:**

The Owner, not the Manager, is responsible for:

- Repairs for any damages to the Property and replacement of any missing property from the property not covered by the security deposit collected from the guests, or unattainable or uncollectible from guests;
- Maintenance of an itemized inventory of personal property in the Property; and
- Any items stored in the garage or other space on the property, such as recreational equipment, Owner's personal property, or exterior items about the Property.

8. **Miscellaneous conditions:**

- 8.1 Owner agrees to give Manager a written 30-day notice of Owner's intent to place the property on the real estate market for sale. In some cases it will not be feasible to rent the property while it is on the market for sale and the Manager may choose to terminate this agreement after notice of the intent to sell. Owner and his sales agent, if any, shall not show the Property to prospective buyers during any occupancy by a guest and will advise prospective buyers of any future reservations created under this agreement. No real estate lockboxes will be allowed on properties that are for sale while still under rental management. Agents who choose to show listed properties must verify that there are no tenants present.
- 8.2 For Poipu properties only, Manager will provide Guests and Owners a membership to the Poipu Beach Athletic Club for a small fee.
- 8.3 To encourage and increase the occupancy of the property, manager may change the terms for management fees and changes in this agreement by giving the Owner a 30-day notice of changes in terms, listing the terms, which will apply to this agreement after the 30-day period.
- 8.4. Manager shall market and promote the Owner's Property as a vacation rental, as well as properties of other owners who have also contracted with Manager to locate guests.
- a. Marketing and promotion of vacation rentals may require the Manager to employ the services of commissionable agents, such as travel and reservation agents, real estate brokers, publishers and distribution of brochures, and the posting of rental signs, or the use of other marketing techniques as the Manager deems appropriate, in Manager's discretion.

- b. Manager is authorized for promotional purposes to make the property available on a complimentary basis for up to five days per year to advance meeting planners, tour planners, travel writers, recreational professionals or celebrities, and other related to bona fide vacation rental promotional activities. Complimentary use of each property managed by Manager will be equitably allocated between all properties managed by Manager, and where possible, shall be limited to days when the Property would not be occupied under a reservation. Manager shall provide all linens and cleaning services required during the complimentary use without cost to the Owner, but shall not be responsible for any damages to the property occurring during the complimentary occupancy.
 - c. Manager is authorized, in the Manager's discretion, to offer promotional discounts from time to time to encourage and increase the occupancy of the property.
- 8.5 Owner hereby indemnifies Manager from any liability, loss, damage, cost or expense, including attorney fees and judgments arising from injury to person or property, sustained by anyone in connection with the rental of the property not caused by the gross negligence or willful conduct of the Manager or its employees or agents. Owner shall maintain a policy of liability insurance coverage for personal injury and property damage occurring on the Property, which policy shall be made available to Manager upon signing of rental agreement.
- 8.6 The local taxing agency imposing and collecting transient occupancy taxes periodically audits the Manager's records for paying these taxes. In so doing they obtain the address for the property and the owners name for their records, as well as data on the rental activity or personal occupancy by owners, which may cause an imposition of additional local and federal taxes for non-family occupancy. The Manager is authorized to cooperate with such audits. The Owner shall be solely responsible for any additional taxes, including penalties and interest, which may result from such audits.
- 8.7 The Owner represents that the Property is property zoned for vacation rentals, and that the Owner has acquired all necessary permits for the operation of vacation rentals on the Property. It shall be the Owner's responsibility to meet all applicable governmental requirements for the vacation rental. The Manager shall have no responsibility of determining the legitimacy of vacation rental on the subject property, nor shall be obligated to maintain any and all necessary permits and other approvals for the continuation of vacation rental activities on the property.
- 8.8 This agreement constitutes the entire understanding of the parties, and no other representation, statements, warranties or agreements exist with respect to the subject matter of this agreement.
- 8.9 If an action is instituted to enforce this agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney fees, from the other party.

- 8.10 This agreement shall be governed by the laws of the State of Hawaii.
- 8.11 Should there arise a dispute between the parties relating to this Agreement with regard to which they cannot come to a meeting of the minds, the parties agree that such matter shall be resolved by binding arbitration. Either party may submit such dispute to binding arbitration in accordance with the rules then in effect with Dispute Prevention & Resolution, Inc., 1003 Bishop Street, Suite 1155, Honolulu, Hawaii 96813”.
- 8.12 All notices and demands under this agreement between Owner and Manager shall be mailed postage prepaid, addressed to Manager, Great Vacation Retreats, P. O. Box 98, Koloa, HI 96756. 8.13 This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

STATE OF HAWAII - DEPARTMENT OF TAXATION
POWER OF ATTORNEY

(NOTE: References to "married" and "spouse" are also references to "in a civil union" and "civil union partner," respectively.)

PART I POWER OF ATTORNEY (Please type or print.)

1 Taxpayer Information. Taxpayer(s) must sign and date this form on page 2, line 6.

Taxpayer name(s) and address

	Social security number(s) _____ _____ _____ _____ _____ _____	Federal employer identification number _____
	Daytime telephone number () _____	Fax number () _____
E-mail address _____		

hereby appoint(s) the following representative(s) as attorney(s)-in-fact:

2 Representative(s) must be an individual and must sign and date this form on page 2, Part II.

Individual name and address	VPID or TMRID _____ Social Security No. _____ Telephone No. () _____ Fax No. () _____ E-mail address _____ Check if new: Address <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> E-mail <input type="checkbox"/>
Individual name and address	VPID or TMRID _____ Social Security No. _____ Telephone No. () _____ Fax No. () _____ E-mail address _____ Check if new: Address <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> E-mail <input type="checkbox"/>
Individual name and address	VPID or TMRID _____ Social Security No. _____ Telephone No. () _____ Fax No. () _____ E-mail address _____ Check if new: Address <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> E-mail <input type="checkbox"/>
Individual name and address	VPID or TMRID _____ Social Security No. _____ Telephone No. () _____ Fax No. () _____ E-mail address _____ Check if new: Address <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> E-mail <input type="checkbox"/>

to represent the taxpayer(s) before the Department of Taxation, State of Hawaii, for the following acts:

3 Acts authorized (you are required to complete this line 3). (Stating "All Taxes", "All Forms", or "All Periods" on line 3 is **NOT** acceptable.) With the exception of the acts described in line 4b, I (we) authorize my (our) representative(s) to receive and inspect my (our) confidential tax information and to perform acts that I (we) can perform with respect to the tax matters described below. For example, my (our) representative(s) shall have the authority to sign any agreements, consents, tax clearance applications, or similar documents (but see instructions for authorizing a representative to sign a return). Please note that the tax year(s) or period(s) on line 3 can extend only 3 years after the current year. For example, if Form N-848 is submitted at any time in 2018, the tax year or period on line 3 cannot be extended beyond December 31, 2021.

Hawaii Tax I.D. Number	Type of Tax (Income, General Excise, etc.)	Tax Form Number (N-11, G-49, etc.)	Year(s) or Period(s)

4a Additional acts authorized. In addition to the acts listed on line 3 above, I (we) authorize my (our) representative(s) to perform the following acts (see instructions):

Authorize disclosure to third parties; Substitute or add representative(s); Sign a return; _____

Other acts authorized: _____

4b Specific acts not authorized. My (our) representative(s) is (are) not authorized to endorse or otherwise negotiate any check (including directing or accepting payment by any means, electronic or otherwise, into an account owned or controlled by the representative(s) or any firm or other entity with whom the representative(s) is (are) associated) issued by the government in respect of a Hawaii tax liability.

List any specific deletions to the acts otherwise authorized in this power of attorney (see instructions): _____

5 Signature of Taxpayer(s). If a tax matter concerns a year in which a joint return was filed, **both** spouses must sign if joint representation is requested. If signed by a corporate officer, partner, guardian, tax matters partner/person, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

➤ **IF NOT SIGNED AND DATED, THIS POWER OF ATTORNEY WILL BE RETURNED TO THE TAXPAYER.**

Signature Date Title (if applicable)

Print Name Print name of taxpayer from line 1 if other than individual

Signature Date Title (if applicable)

Print Name

PART II SIGNATURE OF REPRESENTATIVE(S)

➤ **IF NOT COMPLETED, SIGNED AND DATED, THIS POWER OF ATTORNEY WILL BE RETURNED TO THE TAXPAYER. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I, LINE 2.**

Type or Print Name	Signature	Date

Filing the Power of Attorney

File the original, photocopy, or facsimile transmission (fax) with each letter, request, form, or other document for which the power of attorney is required. For example, if you wish to designate an individual to represent you in obtaining tax clearance certificates, a copy of Form N-848 must be filed each time you submit Tax Clearance Applications. The Department does not maintain a permanent, centralized file of powers of attorney. Unless you are provided with contact instructions by a representative from the Department of Taxation, mail the completed Form N-848 to: Hawaii Department of Taxation, P.O. Box 259, Honolulu, HI 96809-0259, or send it by FAX to (808) 587-1488.



GREAT VACATION RETREATS, LLC

Direct Deposit Form

Name on Bank Account: _____

Bank Name: _____

Bank Routing # _____

Bank Account # _____

Checking [] or Savings []

Signature: _____

Date: _____ 20 _____

Condo Number: _____

Print Name: _____



Owner Information Page

Name: _____

Owners Mailing Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Fax: _____

Work Phone: _____

Cell Phone: _____

Name(s) Property Held In: _____

Social Security Number or FEIN: _____

Hawaii Tax ID Number: _____

Department of Taxation Online Password _____

*Canadian/Foreign owners without social security numbers need to contact Internal Revenue Service and apply for an EIN. After you provide GVR with your EIN, we will apply for the GET/TAT number and file taxes for you monthly at no additional charge.

Emails: _____

Managers take over date: _____, 20 _____

Owner agrees to the terms stated above.

Date: _____

The undersigned is the authorized representative of all the owners of the subject property.

Authorized Owner's Signature: _____

Manager agrees to the terms stated above.

Date: _____

Great Vacation Retreats, LLC, Manager



Property Information Page

Address of Property _____

Property Phone Number/Phone Provider : _____

GVR recommends having a long distance plan that includes free long distance calls to other islands, US mainland and Canada.

Square Feet: _____ Year built/Remodeled _____

Number of Bedrooms _____ Bathrooms _____

Bedding arrangements (example king, queen):

Bed 1 _____ Bed 2 _____

Bed 3 _____ Bed 4 _____

Other (pull out - size) _____

A.O.A.O. Name _____

A.O.A.O. Contact Info. _____

Parking Instructions _____

Location of Trash _____

Alarm: YES or NO Alarm Company: _____

Alarm Code: _____ Abort Code: _____

Wireless Internet: YES or NO If yes, what is the sign in and password:

Wireless Provider (i.e. Oceanic) _____

TVR# (homes only) _____

Location of Water Shut off _____

Location of Electrical Box _____

Condo Association Pest Control Company (if any) _____

Pest Control Done through the association: Inside _____ Outside _____

Services Provided by Association: _____

Warranties on Appliances _____

Safe? _____ Combination _____ Is there a key override? _____