



Property Management Agreement B.

Bama Vacation Rentals

This Property Management Agreement entered into on (Thursday, December 12, 2024) by and between Bama B&B Rentals LLC, an Alabama limited liability company (hereinafter referred to as "Manager") and the undersigned Owner(s) HRS, LLC (sometimes referred to herein as "you"). WHEREAS the Manager is engaged in the business of managing rental properties for residential purposes, special events and short-term rental periods (the "Business"); and WHEREAS Owner wishes to allow the Manager to take all steps necessary and reasonable to attempt to rent out their property (the "Property"); and NOW, THEREFORE, THE PREMISES CONSIDERED, it is hereby agreed by the parties as follows:

1. **Term of Agreement:** This Agreement shall be effective immediately at the time of signing and will automatically renew on January 1 of each year unless terminated by either party, in writing or email, with a 120-day written notice of termination. Owner shall be bound to honor all reservations booked for Owner's property even if the reservations booked fall into the following Term (January 1 to December 31) unless the Owner has terminated this Agreement prior to the reservation.
2. **Termination:** A. Upon termination of this Agreement by either party, Owner shall pay to Manager all sums due Manager under terms of this Agreement, including but not limited, to any accumulated licensing fees by the City of Tuscaloosa (whether posted at time of termination or not), a \$250.00 termination fee, any lost commission revenue, and a \$200.00 office fee per reservation for reservations that must be cancelled or moved to another property due to this termination. The Manager has the right to immediately terminate this Agreement, in writing, if the Owner violates any provision of this Agreement. Termination of this Agreement shall not relieve the Owner of its responsibilities under this Agreement.
B. Owner's intellectual property is for the exclusive use of the Manager. If the Owner leaves the Manager's rental program, the Owner shall return to or discard all intellectual property, which includes, but is not limited to, the required inventory list, signage, or guest binders created by the Manager. Owner shall not use or share Owner's intellectual property with anyone while participating as a member of our program, or after termination of this Agreement, without written permission of the Manager.
3. **Sale of Property:**
Owner shall notify Manager immediately in writing prior to offering the Owner's property for sale. (Selling a property with active reservations may create legal issues which must be resolved in advance of the sale of the property, unless the purchaser of the property agrees to assume this Agreement and the Advance Bookings, subject to the terms of this Agreement).
Should the purchaser of the property not agree to assume this Agreement or assume the advanced bookings, unless a guest is willing to be moved to another property-delete this, Owner shall be responsible to pay Manager for the lost commission on the rental of your property. If the house sells and a guest must be moved that was reserved prior to notifying Manager that Owner is selling the property (an "Advance Booking"), then Owner shall be required to pay for all additional charges incurred in moving and Advanced Booked guest, including but not limited to, increased rentals fees that are more than the rental fees the guest paid when the guest booked Owner's property. While a property is being offered for sale, Owner or Owner's real estate agent shall be required to schedule all showings directly with Manager. Showings are not allowed while guests are present in the property without a 48-hour written request to Manager. Manager reserves the right to deny a showing while guests are present if the guests do not give permission.

4. Manager Duties: Owner hereby appoints Manager as Owner's lawful agent and attorney-in-fact with full authority to do any and all lawful things necessary for the fulfillment of this Agreement, including but not limited to the following:
- A. Advertisement and Marketing: Manager shall market and advertise for guests and screen guests to the best of its ability. Manager shall set rents, that in the opinion of the Manager at the time of the rent negotiations with the guest, reflect the market conditions of that time and approximate rents of comparable rental properties, unless expressly instructed in writing by the Owner to the Manager to the contrary. Owner shall refer potential reservations directly to Owner, and shall not independently market, nor advertise the property for rent, nor accept paid or non-paid bookings without the written consent of the Manager. B. Collection and Disbursement: Manager shall collect all rents as they become due; shall provide to Owner an accounting of rents received and expenses paid; and shall remit to Owner all income, less any sums paid out. Manager shall pay all required lodging taxes and licenses on behalf of the owner. Manager shall collect the rents from the guest and to disburse funds to the Owner, on or before the 15th day (or the following Monday if the 15th occurs on a weekend) of the month following a rental, provided, however, that the rent has been received from the guest. In the event of a credit card chargeback that occurs after payment has been made to the owner, the owner agrees to refund this money back to Manager within 48 hours of notification. C. Housekeeping and Miscellaneous Labor: The Manager will be responsible for scheduling Housekeeping for after a guest stay. The Owner can request additional housekeeping services at Owner's expense. If requested by Owner, the Manager shall hire and manage, but not supervise, all independent contractors that will be used to provide services at the Property. The Manager shall not be responsible for any issues, negligence, damages or claims that arise from the work performed on Owner's property performed by Independent Contractors.
5. Manager Duties: Manager shall require guests and independent contractors to indemnify and hold harmless Owner and Manager from any and all claims arising out of the use of Owner's property or in performing services upon Owner's Property. Owner hereby agrees to hold Manager harmless from, and to defend Manager against, any and all claims, charges, debts, demands and lawsuits related to the rental of said Property. Owner agrees to pay Manager's attorney's fees related to Manager's management of the Property and any liability for injury on or about the Property, which may be suffered, by any employee, independent contractor, or guest upon the Property. Manager shall attempt to monitor the use of any on-site security systems or cameras, but Manager shall not be responsible for any loss or damage to the Owner's property, nor the contents located on or in the property. Guests using the Property shall be required to pay in advance a damage deposit, which in the event of any damage to the Property will be paid to Owner for compensation for said damage (the "Damage Deposit"). Guests shall be required to sign an agreement, which provides that they will be personally responsible for any damage which occurs to the Property during their stay.
6. Compensation of Manager: A. In addition to such other charges and fees which may become due the Manager under this Agreement, the Owner shall pay the Manager an amount equal to 15% of the rental amount as a fee for managing the Property, and further agrees to abide by the conditions set forth by the Manager to the guests on the Owner's behalf. Owner agrees to allow Manager to earn a one-time minimum fee of \$4500 in accumulated rental commission prior to Owner's departure from the rental program, or Owner shall pay to Manager the deficit of this balance (not applicable to renewal contracts). OWNER GRANTS TO MANAGER THE RIGHT TO RETAIN AS PAYMENT ALL SUMS WHICH OWNER OWES MANAGER UNDER THIS AGREEMENT. B. Management charges fees for any necessary services scheduled for the Owner, such as yard care, pest control, or maintenance issues (usually \$10-\$20 each unless extra time was involved). Management fees are also charged when Management shops for new supplies (Approximately \$5-10 per \$50 in purchases), and for the monitoring of your thermostats, security alarm, or cameras (\$10 per monitored appliance). These fees are charged to help off-set the expense of employee labor that is being used. The management fee is \$50 per hour between 7pm & 7am, or if needed on federal holidays such as Christmas Eve/Day, or Thanksgiving Day. C. Pet fees are split with owners receiving 50% of the pet fee (to cover office time spent on documentation and approval for pets).
7. Owner Statements & Payments: A. Owner Statements will be emailed by the 13th of each month. Owner payments will drop into your account by the 15th of each month. Weekends and holidays may impact these dates or issues with the

Intuit or Escapia payment system. Some banks also take longer to accept payments than other banks. If payment has not been made to Owner by the 16th, and there are no weekends or holidays impacting this, the owner is responsible for notifying our office by text or email immediately. B. Owners are allowed to roll balances due to our office for one month if you have future upcoming reservations the following month that would cover the balance. If you do not have any upcoming reservations within 30 days, please pay your balance due by PayPal, Venmo, or a personal check.

8. Owner's Use and Duties:

A. Owner Portal: Owner shall have the responsibility of regularly checking messages in the Owner Portal for important information and statements. Messages will be sent from Escapia. Owner shall keep the Owner Portal updated with blocks for Owner's property. Owners may not book last minute (less than 7 days) stays within 48 hours of a departure or arrival of a paid guest without written permission of the Manager so that it can be determined if housekeeping can accommodate the owner's request. The Owner shall check their Owner Portal and calendar at least once per week for messages and new reservations. The Manager will attempt to notify Owners when new reservations are booked, but this is a courtesy and not a guarantee. The Owner Portal is the best way to stay informed about bookings. B. Owner Blocks & Stays: Owners are required to abide by the same departure rules as guests (4pm arrival and 10am departure). If you need an early arrival or late departure, please add an extra night through the Owner Portal, or request permission from the Manager so that it can be determined if housekeeping can accommodate the owner's request. Owners are expected to accommodate complimentary requests for early arrivals and late departures of paying guests. If guests request early arrivals or departures outside of what the Manager allows, the Guest must pay a fee. If you are unable to accommodate this request, you must notify Manager in writing. C. Property Visits: The Owner shall notify the Manager in writing whenever Owner, or Owner's personal guests, plan to stay in, make a short visit, or drop by your property. Unannounced stays or visits to Owner's property are not allowed without advanced written notification to the Manager. Owner shall enter all Owner stays or visits on the "Owner Portal." If an owner stay is entered with less than a 48-hour window of notice, Owners are required to notify the Manager in writing. D. Guests of Owner Stays: Guests-of-Owner reservations can be handled in two ways: 1. Personal guests that DO NOT PAY for anything to stay at Owner's property - Owners must block these dates out on their owner portal. Owners are responsible for communicating with their personal guests. Guests of Owners are still required to abide by the check-in time (4PM) and checkout time (10AM) unless special arrangements are made with the Manager in advance. 2. Personal Guests that will paying a reduced fee – manager recommends this option so that owner's guests will still sign rules forms and receive notifications the same as a full-paying guest. These stays might include a nightly discounted rate of Owner's choosing, or they may just pay the standard cleaning and reservation fees. • If guests of an Owner will be paying a discounted rate, please inform our office through a text or email, and then have the guest call or text our office at 205-551-9807.

- Guests of Owners are still required to abide by the check-in time (4PM) and checkout time (10AM) unless special arrangements are made with our office in advance.
- If Guests of Owners are paying for cleaning only, the Manager will still charge a reservation fee of \$39, plus the standard cleaning fee that regular guests pay, plus tax. All cleaning fees are counted as revenue on the Owner's taxes and will be included on Owner's yearly 1099.

E. Communication Expectations: The Manager is always pleased to speak with our Owners, but may not be available if you call unexpectedly, or after hours. We recommend that you text first and ask for an appointment time for a return call. You are welcome to text Kim on her personal cell 205-344-3026 during normal hours of Monday through Friday between 9AM & 4PM. Please refrain from texting Kim between the hours of 4pm and 9am CST unless it is an emergency. Her phone must always be on in the event of a property issue or emergency, and late-night texts will awaken her. We ask that if you have an issue outside of these hours, please email us at BamaBandB@gmail.com. We will always get back with you as soon as we possibly can! If you don't get a response from us in 24-hours, please check back. We try to be as responsive as possible to our Owners.

F. Housekeeping: 1. Owner Stays are required to be cleaned by our cleaning staff. If you choose to take care of certain aspects of the cleaning, send a text message to the office letting us know what you cleaned so that this can be shared

with housekeeping. Owners are charged the actual cleaning cost, not the inflated cleaning cost charged to paying guests. 2. Owner Occupied Properties are responsible for their own cleaning prior to and after a guest. 3. If an owner-occupied property receives 3 or more cleaning complaints from guests, that owner will be required to use our cleaning staff, or will be required to depart the program. 4. There will be specific dates when Management must place short housekeeping blocks in place on managed properties in order to ensure they are able to be cleaned and prepped during our busy season. We do not inform owners when this occurs since we typically wait until the last minute to place these blocks. For example, if we have two back-to-back sold-out game weekends, we may block out the time between the games if we feel staff will not be able to handle more property flips. The currently reserved guests on those weekends are still allowed to request, and be accommodated, for extensions to their stays. 5. The cleaning staff has preferred cleaning supplies they use for accuracy and efficiency. There are certain cleaning items that will be required for fully managed properties. Please check with us if you have questions or if you are setting up your vacation rental on your own. Our company uses an off-site laundry facility for washing all linens and towels since this is a cheaper option than keeping staff on-site to finish laundry. These laundry fees are included in the cleaning fees which guests pay, and which are in turn billed to the Owner.

G. Owner Property Repairs: Any work being planned on your property (painting, remodeling, additions, etc.) must be carefully planned with our office in advance to avoid disruptions to reserved guests. Please contact our office to discuss your plans well in advance so that we are aware of your plans, and so that your property can be appropriately blocked out for reservations. If emergency repairs are required, whether a guest reservation is upcoming or not, you must notify our office. Advance communication with our office is critical and required.

H. Advertising Platforms Management advertises all properties on multiple platforms . Pricing is adjusted to cover the "commission" the platform charges to list properties on their platform. If you receive a booking.com reservation, you will see this charge/bill listed on your statement to offset the increased pricing to cover the bill. EX. A booking comes in from this platform at a base rental amount of \$1500 plus tax and cleaning. Booking notifications should tell you that the ACTUAL amount is \$1275. When you receive your statement, it will show \$1500, a Booking.com bill for \$225, and then our commission from that total. This also applies to other random platforms.

I. Pricing: The Manager spends considerable amounts of time setting and monitoring pricing on a daily basis. If you have a specific number in mind for your property for specific dates, please feel free to email or text your request to us. If an Owner requests higher pricing that is not supported by data, and the property is not receiving reservations due to this, your property will be at risk of being removed from our program.

J. Security Cameras: If Owner has installed security cameras, the account must be shared with our office. Management uses cameras strictly to monitor guest compliance, or security issues. It is illegal to constantly view a camera while a guest is present unless there is just cause. We prefer to be completely in charge of security cameras to avoid legal issues with guests. If Owner requests permission to monitor Owner's cameras, and Management receives guest complaints, or suspect an Owner is constantly watching guests, Management will request that Owner disconnect the cameras and place them under Management's control. Camera/guest violations of privacy shall result in the termination of this Agreement. Security cameras, or recording devices, May NOT be placed at any property without Management's knowledge since camera use MUST BE disclosed in writing and on all advertising platforms. (There are legal implications for camera or recording device usage that have not been disclosed. For this reason, Management prefers cameras be completely under its control. All properties are required to have at least one camera. The camera preference is Ring camera systems. Management can set these up for Owners.

9. Manager's Employees: Owner, nor any person acting on Owner's behalf shall not attempt to hire any of Manager's employees. The Owner may hire out its employees for personal use, but such arrangement must be scheduled through the Manager, with Manager's written permission, and only when it does not conflict with current work scheduled for the properties being managed by Managed.

10. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the successors and/or assigns of the Manager and the heirs, administrators, successors, and/or assigns of the Owner. This Agreement shall be governed by the laws of the State of Alabama. This Agreement contains the entire agreement and understanding by and between the Manager and the Owner. No change or modification hereof shall be valid or binding unless same is in writing and signed by the Manager and the Owner. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or will be deemed a valid waiver of any such provision at any other time. Owner shall be responsible for all legal fees incurred by the Manager should it be necessary for the Manager to engage an attorney to enforce this Agreement. The venue for any legal proceeding concerning this agreement or the transactions contemplated herein shall exclusively be conducted in the state courts located in Tuscaloosa County, Alabama. The Owner and the Manager hereby waive the right to trial by jury, and the right to seek punitive or exemplary damages.

Full Name	Steve Key
Rental Property Address	899, 901,903,905 17th Avenue east Tuscaloosa Alabama 35404
If applicable, Name of LLC	HRS, LLC

☒ By signing this agreement, you agree to abide by all that is stated on this PROPERTY MANAGEMENT AGREEMENT.



Steve Key
Dec 12, 2024 at 11:19AM

K.R.



Kimberly Roberts

7/29/26, 3:56 PM

Property Management Agreement B.

Bama Vacation Rentals
Dec 12, 2024 at 11:26AM