



**EXCLUSIVE AUTHORIZATION FOR VACATION RENTAL
SHORT-TERM OCCUPANCY LISTING AGREEMENT
(C.A.R.. Form VRL, Revised 4/02)**

1. EXCLUSIVE RIGHT TO LEASE OR RENT FOR VACATION USE: PROPERTY OWNER

hereby employs and grants _____ ("Owner")
beginning (date) Coldwell Banker ("Broker")
and ending at 11:59 P.M. on (date) _____ ("Listing Period")
the exclusive and irrevocable right to lease or rent on the following terms, as a vacation rental, the real property in the City of
Rancho Mirage, County of Riverside, California described as
RESIDENT ADDRESS ("Premises").

2. LISTING TERMS:

A. RENT AMOUNT:

Months: JAN-FEB-MAR; \$ _____ Per Day; \$ _____ Per Week, \$ 2.50 psf Per Month.
Months: APR-MAY-NOV-DEC; \$ _____ Per Day; \$ _____ Per Week, \$ 2.00 psf Per Month.
Months: JUN-JULY-AUG-SEP-OCT; \$ _____ Per Day; \$ _____ Per Week, \$ 1.00 psf Per Month.

B. ITEMS INCLUDED IN RENTAL: Owner agrees to furnish the Premises as a vacation rental in a manner acceptable to Owner and Broker. All fixtures and fittings that are attached to the Premises and the following items of personal property are included:
Turnkey Furnished

or (if checked) Owner shall provide Broker an inventory of furnishings within 10 calendar days of signing this Agreement.

C. ITEMS EXCLUDED FROM RENTAL: Garage/Carport _____

D. ADDITIONAL TERMS: AGREEMENT SHALL CONTINUE FULL FORCE AND IN EFFECT FOR 24 MONTHS FROM DATE OF ACCEPTANCE. AGREEMENT CANCELLATION SHALL RESULT IN A TERMINATION FEE OF \$1000.

3. OWNER-RESERVED DATES: Broker shall not lease or rent the Premises for vacation use during the following period(s):

Please See Attached Calendar

4. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Owner and Broker.

A. Owner agrees to pay to Broker as compensation for services, irrespective of agency relationships, either: (i) 25.000 percent of the total rent or \$ _____; or (ii) per the attached compensation schedule, for any vacation rental entered into or extended as follows:

- (1) If Broker, cooperating broker or any other person produces a vacation rental occupant ("Occupant") who offers to lease/rent the Premises on the above amount and terms, or on any price and terms acceptable to Owner during the Listing Period or any extension thereof;
- (2) If Owner, within 360 calendar days after the end of the Listing Period or any extension thereof, enters into a contract to lease or rent the Premises to anyone with whom Broker had negotiations regarding the vacation rental of the Premises ("Prospective Occupant") or that person's related entity. Owner shall have no obligation to Broker under this sub-paragraph (4A(2)) unless, not later than **3 calendar days** after the end of the Listing Period or any extension thereof, Broker has given Owner a written notice of the names of such Prospective Occupants.
- (3) If, without Broker's prior written consent, the Premises are withdrawn from lease/rental, are leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any extension thereof.

B. In addition, Owner agrees to pay Broker: \$500 NON-REFUNDABLE ANNUAL MARKETING FEE.

C. Broker may retain said compensation from any Occupant deposits and payments collected by Broker.

D. Broker is authorized to cooperate with and compensate other brokers in any manner acceptable to Broker.

E. (1) Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the lease or rental of the Premises except if the Premises are leased or rented to: NA.

(2) If the Premises are leased or rented to anyone listed in 4E(1) during the time Owner is obligated to compensate another broker: **(a)** Broker is not entitled to compensation under this Agreement; and **(b)** Broker is not obligated to represent Owner with respect to such transaction.

F. Owner agrees to pay Broker if Occupant directly or indirectly acquires or enters into an agreement to acquire title to the Premises or any part of it, whether by sale, exchange or otherwise, during the term of this Agreement or any extension thereof as follows: Compensation shall be equal to 6.000 percent of the purchase price or total consideration in said transfer, whichever is greater. Payment is due upon Occupant's direct or indirect acquisition of any legal or equitable interest in the Premises and, if there is an escrow, payment shall be through escrow.

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Owner and Broker acknowledge receipt of a copy of this page.

Owner's Initials (____) (____)

Broker's Initials (____) (____)



Reviewed by _____ Date _____

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- 5. **OCCUPANT PAYMENTS; DEPOSITS:** Owner authorizes Broker to accept and hold Occupant deposits and payments, including, but not limited to, security deposits, rents, cleaning fees, transient occupancy taxes, holdover charges and non-sufficient funds charges. Security deposits shall be placed in Broker's trust account or given to Owner. Owner shall be responsible to Occupant for return of any security deposits held by Owner. Additionally, Owner authorizes Broker to charge Occupant a nonrefundable reservation fee and late charges that are not part of compensation and Broker shall retain such fees and charges.
- 6. **MAINTENANCE AND REPAIRS:** Owner authorizes Broker to make and/or supervise repairs to the Premises to make the Premises acceptable to Occupant. Broker shall obtain Owner's prior approval for any repairs exceeding \$ 500.00. Owner's prior consent shall not be required if, in Broker's opinion, emergency expenditures are needed to protect the Premises or other properties from damage, prevent injury to persons, avoid suspension of necessary services, or avoid penalties or fines. Owner agrees to keep \$ 500.00 on deposit with Broker to cover repairs.
- 7. **RETURN OF SECURITY DEPOSIT:** If Broker holds security deposits, Broker is obligated to return security deposits or account for their disposition within three weeks. Owner agrees to provide Broker with copies of utility bills and other charges to be deducted from security deposits in a timely manner. If Owner fails to provide Broker with such bills or charges within 15 calendar days of Occupant's departure, Broker is authorized to refund Occupant's security deposit without deducting such charges and Owner agrees to hold Broker harmless from such action.
- 8. **MULTIPLE LISTING SERVICE:** Information about this listing will (or will not) be provided to a multiple listing service(s) ("MLS") of Broker's selection. Owner authorizes Broker to comply with all applicable MLS rules. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary.
- 9. **SECURITY AND INSURANCE:** Owner agrees: (i) to carry and pay for public and premises liability insurance in the amount of no less than \$1,000,000, and property damage and worker's compensation insurance adequate to protect the interests of Owner and Broker; and (ii) that Broker is not responsible for loss, damage or injury of or to personal or real property or persons. **Broker does not maintain insurance to protect Owner.**
- 10. **KEYS:** Owner shall, as applicable, provide Broker with the following: 1 Door Keys; _____ Common Area Keys; _____ Identification Tags; _____ Mailbox Keys; 1 Garage/Gate Openers; Other: GATE ACCESS REMOTE.
- 11. **OWNERSHIP, TITLE AND AUTHORITY:** Owner warrants that: (i) Owner is the legal owner of the Premises; (ii) no other persons or entities have title to the Premises; and (iii) Owner has the authority to both execute this contract and lease or rent the Premises. Exceptions to ownership, title and authority: NA.
- 12. **OWNER REPRESENTATIONS:** Owner represents that Owner is unaware of: (i) any recorded Notice of Default affecting the Premises; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Premises; (iii) any bankruptcy, insolvency or similar proceeding affecting the Premises; and (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that does or may affect the Premises or Owner's ability to transfer Premises. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.
- 13. **BROKER'S AND OWNER'S DUTIES:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized to advertise and market the Premises in any medium selected by Broker, including the Internet and, to the extent permitted by these media, including MLS, control the dissemination of the information submitted to any medium. Owner agrees to consider offers presented by Broker and to act in good faith to accomplish the lease or rental of the Premises by, among other things, making the Premises available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Premises. Owner is responsible for determining what price to list and lease or rent the Premises. **Owner further agrees, regardless of responsibility, to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, attorney fees and costs arising from any incorrect information supplied by Owner, whether contained in any document, omitted therefrom, or otherwise, or from any material facts that Owner knows but fails to disclose.**
- 14. **OTHER OWNERS:** Owner understands that Broker may have or obtain listings on other properties and that potential occupants may consider, make offers on, or lease or rent through Broker, premises the same as or similar to Owner's Premises. Owner consents to Broker's representation of owners and occupants of other properties before, during and after the end of this Agreement.
- 15. **EQUAL HOUSING OPPORTUNITY:** The Premises is offered in compliance with federal, state and local anti-discrimination laws.
- 16. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Owner and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 22A.
- 17. **WARRANTIES:** Owner shall provide to Broker, within 10 calendar days of entering this Agreement, a list of the home warranties and product warranties covering the Premises, including the items covered, the company name and policy number, and the contact telephone number.
- 18. **OWNER OCCUPANCY:** Once Broker has accepted a vacation rental agreement, Owner shall not have the right during the time of that agreement to occupy the Premises. However, in addition to the owner-reserved dates indicated in paragraph 3, Owner may reserve additional occupancy dates by giving notice to Broker at least 60 calendar days prior to such dates, provided Broker has not already entered into a vacation rental agreement for that time.
- 19. **ADDITIONAL TERMS:** **\$500 NON-REFUNDABLE ANNUAL MARKETING FEE AND \$500 MAINTENANCE DEPOSIT WILL BE DEDUCTED FROM THE 1ST STATEMENT OF THE 1ST RENT INCOME EACH YEAR.**
- 20. **MANAGEMENT APPROVAL:** If a salesperson or broker-associate enters into this Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within 5 calendar days after its execution.

Owner and Broker acknowledge receipt of a copy of this page.

Owner's Initials (____) (____)

Broker's Initials (____) (____)



Reviewed by _____ Date _____

21. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Owner, and Owner's successors and assigns.

22. **DISPUTE RESOLUTION:**

A. **MEDIATION:** Owner and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action subject to Paragraph 22B(2) below. Paragraph 22B(2) below applies whether or not the Arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. **ARBITRATION OF DISPUTES:** (1) Owner and Broker agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraph 22B(2) below. The arbitrator shall be a retired judge or justice, or an attorney with at least five years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

(2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or any right of action to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation and arbitration provisions.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Owner's Initials _____ \ _____ Broker's Initials _____ \ _____

23. **ENTIRE CONTRACT:** All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be extended, amended, modified, altered or changed, except in writing signed by Owner and Broker. In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any copy, whether by copier, facsimile, NCR or electronic, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Owner acknowledges that Owner has read, understands, accepts and has received a copy of this Agreement.

Owner _____ Date _____
PROPERTY OWNER

Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Owner _____ Date _____

Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Broker (Firm) Coldwell Banker DRE Lic. # 2168

By (Agent) _____ DRE Lic. # 23689 Date _____

Steve Downs

Address 72605 Hwy 111 City Palm Desert State CA Zip 92260

Telephone (760) 578-9209 Fax (760) 328-6229 E-mail info@steveandgeri.com

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Reviewed by _____ Date _____

