

Exclusive Rental Marketing Agreement

Bedroom	Bed Size	TV/DVD	Attached Bath	Additional Feature
Bed #1				
Bed #2				
Bed #3				
Bed #4				
Bed #5				

Outdoor Amenities

Please list any key features that should be hi-lighted when marketing your home:

Pool: yes no Pool Size (aprox): _____
 Spa/Hot Tub: yes no Tub Capacity: _____

Outdoor Misting System: yes no

Golf Cart: yes no (Owner must supply us with insurance coverage for rental guests)

Property current with all Mortgage and Tax Obligations: yes no Owner Initial (____) (____)

Coldwell Banker 72605 Hwy 111, Palm Desert, CA 92260, 760.328.6119 (Agent) and _____
 _____ (Owners) agree to the following this _____ day of _____
 _____.

APPOINTMENT OF AGENT AS EXCLUSIVE AGENT: The Owner hereby appoints the Agent as the exclusive promotional agent of the property located at _____
 _____ Herein after referred to as the "Property" upon the terms hereinafter asset forth commencing as of this _____ day of _____, subject to termination of this agreement as outlined hereinafter.

RENTAL COORDINATION:

Agent shall act an Owner's exclusive Agent to the Property in promotion, procuring rentals and care of Property as described in this agreement. Agent shall coordinate delivery and return of guest key for Property to the rental guest at check-in and check-out of Property. At check-in and check-out Agent shall inspect property and notify Owner of any significant damage or missing items prior to the return of the security deposit to the rental guest. Agent shall have the Property cleaned at a charge of \$_____.00 to the Owner prior to the arrival of each rental guest. Agent shall use best efforts to perform measures necessary for the orderly operation of the Property. Agent makes no prediction, forecast or guarantee of rental income amount.

MARKETING:

Owner agrees upon acceptance of this agreement to maintain Property in a safe and satisfactory condition at all times for rental guest occupancy. The Agent is responsible for marketing and promotion of the Property exclusively. Agent does not manage property. The Owner agrees to pay the Agent a \$500.00 annual marketing fee which will be deducted from the first statement of the first

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rental income each year. The Agent shall negotiate the highest possible rental rate, however Agent shall have negotiation power if, in the Agents judgment, a rate reduction will increase the prospect of securing a reasonable rental for the Owner. The Owner shall inform Coldwell Banker – ***in advance of any and all dates*** – on which the Owner or guests of the Owner intend to occupy the Property, during which time the property will be unavailable for rental; Owner shall be charged applicable cleaning fees for periods of owner occupancy. It is critical the Owner notify the Agent of Owner occupation as the Agent accommodates many last minute reservations.

This agreement shall continue in full force and effect for 24 months from the date of acceptance. Cancellation of agreement shall result in a termination fee of \$1000.00. After the exclusive term expires, this agreement shall continue as a non-exclusive agreement that either party may terminate by giving at least 30 days written notice to the other.

MAINTENANCE:

The Owner agrees to keep Property in excellent operating conditioned, well supplied, well appointed and attractively furnished. It is the Owner responsibility to keep the home stocked with cleaning supplies, toilet paper, paper towels, lights bulbs and other items need to keep the home well maintained. The Owner is responsible for maintaining the grounds with a contracted gardener and when applicable provide pool service. The Agent shall notify the Owner of any maintenance or repairs observed by Agent or reported by rental guests. The Owner shall likewise notify the Agent of any item needing repair that will adversely affect rental guest safety and satisfaction. If Owner requests Agent assistance with repair and maintenance coordination, the Owner agrees to pay Agent a \$40 per service coordination fee as well as associated vendor and repair fees. If a rental guest experiences a problem while occupying your home (mechanical, plumbing, pool, electrical), the Agent shall coordinate service and repairs and notify the owner of the resolution unless the repair exceeds \$500.00. If service exceeds \$500.00, Owner authorization is required. Owner agrees the Agent shall withhold a minimum balance of \$500.00 to cover the any pending or urgent repairs on the Owner's behalf.

INSURANCE:

Cost and procurement of any and all Property Insurance shall be the responsibility of the Owner. The Owner agrees to obtain and furnish the Agent with all insurance policies pertaining to the Property. The Agent, Coldwell Banker, shall be named immediately upon the effective date of this agreement by endorsement as "additionally insured". The Owner shall furnish to the Agent a Certificate stating that Owner carries insurance for the Property, covering damage and public liability, with liability of not less than \$500,000 per occurrence and \$1,000,000 aggregate. Owner shall not cancel or reduce this insurance while this contract is in effect. Agent shall not confirm reservations for the Owner until Agent receives written verification of "additional insured" status for Coldwell Banker.

OWNER 1 Signature & Date

OWNER 2 Signature & Date

Rental Agent Signature & Date

Coldwell Banker Broker Signature & Date