



LOFTYGROUP
HOSPITALITY◦MANAGEMENT◦REAL ESTATE

PROPERTY MANAGEMENT AGREEMENT

This Property Management Agreement (this “Agreement” or this “Property Management Agreement”) is made and entered into as of this day, **2017**

By (hereafter the “Owner”) **Passport No.**
..... Address And
Mr. Wade Greason Leathem, Canadian Passport No. BA735727 Address 26/11 Sainamyen Road, Patong, Kathu, Phuket 83150 (hereafter the “Manager”).

WHEREAS, the Owner is contracting the Manager provide property management services for its property; and

WHEREAS, the Manager is obligated to provide such services to the Owner, subject to the terms and conditions of this Property Management Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and undertakings contained herein, the parties agree as follows:

1. EXCLUSIVITY OF SERVICES.

The Owner hereby contracts the Manager on an exclusive basis during the term hereof to manage and rent the Owner’s property located at
.....
hereby known as the “Property”.

For the avoidance of doubt, the Owner hereby relinquishes any right it may have during the term of this Property Management Agreement to use another Booking Agent, other than Lofty. However, The Owner may gather direct bookings as they wish, commission free.

2. TERM & TERMINATION.

The initial term of this Agreement shall start on the date first written above and end one year thereafter (the “initial term”). Upon conclusion of the initial term, this Agreement shall automatically be renewed in one year increments (“renewal terms”), however, the contract can be cancelled with **one month notice** by either party, so long as all future bookings are either accommodated in this property or one of equal or greater value (at the owners expense).

3. COMPENSATION OF MANAGER.

In consideration of the Manager’s services, the Owner agrees to pay the Manager the following:

1. 30 percent of the gross rental income due to be paid by tenants under their rental agreements, except direct bookings by the owner. Such amounts will be deducted by the Manager from gross rental income monthly. The balance minus other expenses will be deposited in the owner's bank account no later than the 15th of the following month.
2. The Managers compensation **includes** commissions generated by external agents (booking.com, Airbnb, Agoda, etc...).
3. The Managers compensation also does not include cleaning. Please refer to the attached **Rental Management Overview** for more information.

4. MANAGER’S AUTHORITY.

1. The Manager shall have full and complete authority to:
 - a. to advertise, list, market or promote the Property, and to work with websites and brokers as determined by the Manager in its discretion for short & long term rental.
 - b. prepare, negotiate and execute new rental agreements, renewals and terminations.
 - c. manage and control the Property, including collecting all payments from, and issuing receipts to tenants.
 - d. organise unit repairs and maintenance, if needed. Up to 5,000 baht/bedroom at the property without pre approval from the owner.
 - e. The Manager will enforce a strict no smoking policy, allow a maximum of guests, and allow no pets in the unit.
 - f. Unless owners specify otherwise before this contract begins, the value of damaged items and their replacement costs will be left to the discretion of The Manager.

g. To charge the owner a maximum cleaning fee of 5% rental income monthly. A minimum of 2 cleans per month.

5. MANAGER'S RESPONSIBILITIES.

The Manager shall be responsible for the following:

1. Providing clear monthly statements of all income and expenses with clear descriptions and documentation.
2. Acting in the best interest of the owner
3. The Manager will return to the owner The Property in equal or enhanced condition than when this contract began. This will be according to inventory made by the Manager at the beginning of contract term.
4. Provide Bi Weekly inspections and basic cleanings of the property to check for items that need maintenance or repairs. Monthly inspections if the property is occupied by a long term tenant.
5. Control the inventory of the Villa and ensure guests are responsible for damaged or missing items. The Manager will only charge the customer for damage if they have mis-used the villa or it's belongings. If not, damage and repairs in the villa are an expense born by the owners. However, Lofty retains the right to wave damages caused by the customer so long as this expense does not exceed 1% of the specific customer booking.
6. Notify owners immediately of any damage at the property.

6. OWNER'S REPRESENTATIONS.

1. Owner represents and warrants to the Manager the following:
 - a. It has full authority to enter into this Property Management Agreement.
 - b. It has full authority to engage and appoint the Manager as set forth in this Agreement.
 - c. Is free to list and sell the property at anytime so long as terms of cancellation of the agreement is followed.
 - d. The owner will be responsible for paying necessary taxes based on the income earned at The Property.
 - e. Owners need to provide Lofty with a minimum amount of linens to begin rentals.

7. AGENCY APPOINTMENT

1. The Owner hereby appoints Lofty as an agent of the Owner and grants Lofty full power and authority to perform all actions necessary for the eviction and/or collection of

unpaid rents related to this Agreement, and any such actions shall be deemed ratified and approved by the Owner. Additionally, the Owner grants the Manager the right to enter the Property at any time during the term so long as the property is not being occupied by the OWNER.

8. LIMITATION OF LIABILITY.

All tenants shall agree before entering the property that except to the extent caused by Manager's gross negligence or wilful misconduct that the Owner and Manager shall have no liability related to any injury to persons or damage to property suffered or sustained by any person.

9. INSURANCE

The Owner shall, at its own cost and expense, carry general liability insurance and all other necessary insurance in sufficient amounts to protect the interests of the parties hereto. The Owner shall ensure that the Manager is covered under such policies.

10. MISCELLANEOUS.

1. This Agreement shall be governed in accordance with the laws of the Province of Phuket. In Witness Whereof, by their respective signatures below, the parties have caused this Property

Management Agreement to be duly executed and delivered.

_____	_____
Wade Leathem	Date
Manager	
_____	_____
.....	Date
Owner	