

# FULL-SERVICE PROPERTY MANAGEMENT AGREEMENT

This **Full-Service Property Management Agreement** (the “Agreement”) is made and entered into as of [Insert Effective Date] by and between **Blue Herron Properties**, a Delaware-based property management company (hereinafter, the “Manager”), and **[Full Name of Property Owner]** (hereinafter, the “Owner”).

Manager and Owner may be referred to collectively as the “Parties” or individually as a “Party.”

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## 1. PROPERTY DESCRIPTION

This Agreement applies to the following short-term rental property managed by Manager on behalf of Owner:

**Property Address:** [Insert Full Address]

**Rental Platforms:** [e.g., Airbnb, VRBO, Booking.com]

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## 2. TERM

**2.1 Effective Date and Duration.** This Agreement shall become effective on the date first written above and shall remain in force on a month-to-month basis unless earlier terminated in accordance with Section 2.2.

**2.2 Termination.** Either Party may terminate this Agreement for any reason by providing thirty (30) days’ written notice. In the event of termination, the Manager shall continue to service all reservations confirmed prior to the termination date, unless the Parties mutually agree otherwise.

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## 3. SERVICES PROVIDED BY MANAGER

The Manager shall perform the following services on behalf of the Owner (the “Services”):

### 3.1 Guest Services

- Full communication with guests including inquiries, confirmations, check-ins, and issue resolution;
- 24/7 emergency response for guest-related incidents including fire, flood, or lockouts;
- Calendar coordination and platform messaging support.

### **3.2 Listing and Revenue Management**

- Creation or enhancement of listings on Airbnb, VRBO, and other applicable platforms;
- Dynamic pricing and rate optimization based on market data and seasonal trends;
- Booking calendar monitoring and adjustment.

### **3.3 Property Oversight**

- Coordination of professional cleaning services and supply restocking;
- Scheduling and oversight of maintenance and vendor activities;
- Weekly in-season inspections and routine off-season property checks;
- Documentation of damages and assistance with guest dispute resolution.

### **3.4 Owner Communication**

- Regular updates on booking performance, property condition, and guest feedback;
- Designated point of contact for Owner inquiries and service requests.

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## **4. OWNER RESPONSIBILITIES**

The Owner shall:

- (a) Maintain active short-term rental insurance with appropriate coverage for liability and property damage;
- (b) Ensure the property complies with local short-term rental laws, zoning ordinances, and tax

regulations;

(c) Provide full access to the property for the Manager, including keys, codes, and entry permissions;

(d) Inform the Manager in advance of any planned Owner occupancy or blackout periods;

(e) Reimburse Manager for out-of-pocket expenses incurred on Owner's behalf, if not covered by management fees.

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## 5. COMPENSATION AND FEES

**5.1 Management Fee.** The Owner shall pay the Manager a fee of 20% of the gross rental revenue collected from short-term bookings. "Gross rental revenue" shall mean all amounts paid by guests, exclusive of service fees or taxes withheld by platforms.

**5.2 Billing and Payment.** Fees may be deducted directly from platform disbursements or invoiced monthly. Payment on invoiced amounts is due within ten (10) calendar days of issuance. A late fee of [Insert Amount or Percentage]% may be applied to overdue balances.

**5.3 Additional Services.** Services requested by Owner outside the scope of this Agreement shall be subject to separate written agreement and billing.

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## 6. TAXES AND REGULATORY FEES

**6.1 Occupancy and Lodging Taxes.** Manager shall assist with tax collection and remittance only through supported platforms (e.g., Airbnb or VRBO auto-collection). Owner remains solely responsible for registration and remittance in jurisdictions not automatically covered.

**6.2 State Service Tax – Maryland Properties.**

For properties located in the State of Maryland, a **6% Maryland state sales tax** shall be added to the management fee and all other billable service items rendered by Manager, in accordance with applicable tax law.

Owner acknowledges and agrees to this tax obligation and understands it will be reflected on monthly invoices.

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## 7. LIMITATION OF LIABILITY AND INDEMNIFICATION

**7.1 Limitation of Liability.** Manager shall not be liable for any indirect, incidental, or consequential damages, including but not limited to lost profits, arising from or related to this

Agreement. Manager shall not be responsible for guest actions, theft, damage, utility outages, force majeure, or platform outages.

**7.2 Indemnification.** Owner shall indemnify and hold harmless Manager from any claims, liabilities, damages, and costs (including attorneys' fees) arising from (a) the condition of the property, (b) Owner's failure to comply with applicable laws, or (c) actions or omissions of any guest or third party.

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## **8. INDEPENDENT CONTRACTOR RELATIONSHIP**

Manager is an independent contractor and shall not be deemed an employee, agent, or fiduciary of the Owner. Nothing in this Agreement shall be construed to create a partnership or joint venture between the Parties.

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## **9. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of **Delaware**, without regard to its conflict-of-law rules. Any legal action or proceeding shall be initiated in a court of competent jurisdiction within the State of Delaware, unless otherwise agreed in writing.

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## **10. ENTIRE AGREEMENT**

This Agreement contains the full and complete understanding of the Parties and supersedes any prior agreements, oral or written, concerning the subject matter herein. No amendment shall be binding unless in writing and signed by both Parties.