

Exclusive Management Agreement For Short Term / Holiday Accommodation **BETWEEN**

OWNER

Full Name/s

Company/
Trustee

Postal Address

Phone

Email

Other Information

AND AGENT

Full Name

Postal Address

Phone

Email

FOR THE MANAGEMENT & LETTING OF

Postal Address

Resource Consent

If 'Yes', specify number of nights

Available from

- To advertise the aforesaid property as being available for holiday rental on the Goodstays Queenstown Ltd website, and other third-party platforms and travel media whereby fees will be charged as per this agreement.
- To manage enquiries, schedule holiday bookings in the aforesaid property, and to provide confirmations to guests and to advise owners of all confirmed forward bookings.
- To collect all deposits, rents, and security bonds owing from time to time on the aforesaid property and to disburse monies as hereinafter directed.
- To arrange and supervise repairs and alterations on the said premises, to purchase supplies and pay all accounts therefore. On all expenditure in excess of \$500.00 for any one item, the Agent agrees to secure the prior approval of the Owner, except monthly operating charges as previously agreed and/or emergency repairs in excess of the maximum if in the reasonable opinion of the Agent such repairs are necessary to protect the property from damage or to maintain essential services to the guests.
- To arrange for and supervise major repairs or renovations or any extraordinary on-site visits required to the property authorised by me/us in writing at a consultation fee as per this agreement.
- To carry out pre-arrival and departure inspections at the beginning and end of each reservation, arrange cleaners and cleaning at the end of each guest stay (including owner and private booking guests). At this time, I acknowledge and agree that maintenance and beautification schedule may also be carried out between seasons at my/our expense to ensure the property is presented at a high standard and fully prepared for short notice bookings.
- To exercise reasonable care in the management of my property but I/we acknowledge that you do not guarantee the rent or the condition of the property.
- I/we hereby acknowledge that all monies owed to me/us will be direct credited into a Bank Account of my/our choice on a monthly basis, on the 1st of each month, or the closest working day following should the 1st fall on a weekend day or during statutory holidays such as Christmas and New Year.

I/We

hereby authorise you to act as my/our agent under the terms and conditions hereinafter set forth with respect to Management of the property owned by me/us and described in the Schedule here to.

Signed

OWNERSHIP

The Owner in entering into and signing this agreement, warrants and confirms to the Agent that they are the registered proprietor of the Premises and/or they have the full authority of the registered proprietor of the Premises to enter into and sign this agreement on their behalf. If subsequently it becomes apparent that the Owner does not or did not have the necessary authority of the registered proprietor of the Premises to enter into and sign this agreement on their behalf, then the Owner hereby agrees to indemnify and hold harmless the Agent for any loss or damages that the Agent may incur or suffer as result of the Owner's breach of this warranty.

INSURANCE

The Owner warrants that the premises is fully insured at the commencement of the tenancy and shall remain fully insured during the term of the management agreement. The Agent is not responsible to arrange Landlord Protection Insurance or any other insurance in respect of the premises. The Owner authorises the Agent to act on their behalf in the event of any claims being processed. The Owner warrants that the insurance company has been advised that the property is intended to be offered for holiday rental.

RESOURCE AND BUILDING CONSENTS

The Owner warrants that the premises has all relevant building and resource consents and complies with all local authority requirements as to building, including (but not limited to) health and safety requirements and fencing of swimming pool requirements. Smoke detectors need to be installed if they aren't already and placed 3 metres away from each bedroom.

The Owner warrants that the premises have been registered with Queenstown Lakes District Council as a Holiday Home in accordance with Plan Change 22: Definition of Visitor Accommodation of the District Plan.

INDEMNITY PROVISIONS

It will be a condition of acceptance of your instructions to manage your property that no responsibility rests with the Agent in relation to injury to persons and/or damage to property arising out of the condition of the premises or any hazard in or about the premises. It will be a further condition of acceptance of your instructions to manage your property that while the Agent shall use their best endeavours to ensure continuity of rental and any other payments to be made by guests and also the maintenance of your property, except for gross negligence and wilful misconduct on the part of the Agent, no liability rests with the Agent for any damage or loss sustained by you or the property whether caused by the guest or any other third party and whether or not the booking has been arranged by us.

ACCEPTANCE OF APPOINTMENT

I/we acknowledge that I/we have read and understood this management authority and that I/we have been supplied with a signed copy.

Signature Owner

Date

 / /

Signature Agent

Date

 / /

ALTERNATIVE CONTACT IN CASE OF EMERGENCY (FIRE / FLOOD / EARTHQUAKE)

If the Agent is unable to contact the Owner after all reasonable efforts via the contact details provided, the Owner authorises the Agent to contact the following person in their absence:

Name of Person

Relationship

Phone

Email

Signed

GOODSTAYS.NZ

CLEANLINESS & PROVISION OF FURNISHINGS & CHATTELS

The Owner agrees to present the property in good condition with a high standard of cleanliness at the commencement date of this agreement, and provide all chattels as deemed reasonable and necessary by the Agent for the purpose of holiday letting the aforesaid property.

BOOKINGS

I/we agree to provide reasonable notice of my/our intentions to use the property for my/our own use and that names and details will be provided in full of any private bookings that are made with my/our approval. I/we acknowledge that an administration charge for any personal use and is subject to availability between bookings. The Owner can check bookings 24/7 via the website www.goodstays.nz or owner portal. Should my/our property be unexpectedly uninhabitable due to circumstances beyond the control of the Agent resulting in guests having to be relocated, I/we acknowledge that I/we are liable for any costs associated with said relocation.

OPERATIONAL PROCEDURES

The Owner is aware that the Agent conducts a pre-arrival and departure inspections for all bookings. All set up and departure inspections required will be conducted by a Guest Services agent prior to professional housekeepers cleaning the property. The Agent provides a 24 hour emergency contact number for any after hour callouts (for paying in-house guests only).

AGENT OPERATING ON BEHALF OF OWNER

Along with the agreed management fee, the Agent is entitled to be reimbursed for any costs of goods and services purchased on behalf of the Owner for the property.

FRAMEWORK FOR RELATIONSHIP

The Owner and Agent recognise that no minimum number of nights per season are restricted for personal use. To ensure continuity of rental, the Owner agrees that the aforesaid property will collect a minimum of \$9,500 +GST gross revenue per annum through holiday rental, services, and maintenance fees collected.

TERMINATION OF THIS AGREEMENT

The Authority may be terminated by either party by giving three months' notice in writing. The Agent is entitled to retain any forward bookings confirmed by the Agent at the time of termination and relocate them to other properties under the Agent's portfolio.

DYNAMIC RATES

Based on your own specific requirements, the dynamic pricing software is tailored to each individual listing based on the level of occupancy you wish to achieve season to season or 365 days per year.

Dynamic pricing is a yield management tool that will optimize pricing specific to each home and each night of the year, seasonality, high, low, shoulder seasons, and include any local events, holidays, concerts and other highly sought after period.

To help kick start your listing with a revenue stream to build your rankings & reviews we suggest an initial 3 month introductory rate.

RECOMMENDED INTRODUCTORY RATES (FIRST 90-120 DAYS)

Goodstays will make recommendations on the introductory nightly rate(s) to help attract bookings and build up reviews. As an example, a Base minimum set at \$450.00 would be set at \$350.00 for the introductory period.

Base Min Rate
 Min Price
 Christmas & New Year's Rate
 Special Events Rate

After the introductory period we will provide you with a property health & competitive analysis report and any further recommendations.

RENTAL ESTIMATE FOR YOUR PROPERTY

Goodstays will make recommendations on the nightly rate(s) and explain how the pricing engine works in our software.

Base Min Rate
 Min Price
 Christmas & New Year's Rate
 Special Events Rate

EXAMPLE OF HOW ALGORITHM WORKS BY SETTING A BASE PRICE AND MINIMUM



Based on a standard 3 bedroom 2 bathroom property

OWNER'S PAYMENT DETAILS

Account Name

Bank Account No - -

ACCOUNTANT DETAILS (IF APPLICABLE)

Company Name

Contact Person

Do you authorise us to provide your accountant with financial details when requested? No Yes

BODY CORPORATE DETAILS (IF APPLICABLE)

Company

Contact Person

Branch

Phone

INSURANCE DETAILS (IF APPLICABLE)

Insurance Type House Contents Advise your insurance provider that the property is intended to be offered for holiday rental.

Company Name

Branch

GOODSTAYS PAYMENT OPTIONS

Please arrange for payment of initial set-up fees as follows:

Payment By Direct Credit

Goodstays Queenstown Ltd.

ANZ Bank | BSB: 01-0867 | Account: 0168068-000 | Swift code: ANZBNZ22

REFERENCE: your property address | CODE: your surname

Credit Card

Visa or Mastercard only please, **SIGNATURE REQUIRED.**

Cardholder Name

Signature

Card No.

Expiry Date /

THANK YOU

Signed

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