



RENTAL PROPERTY MANAGEMENT AGREEMENT Standard - Short Term Rentals – 3 months or less

MANAGING OWNER (primary contact person who is authorized to act on behalf of all owners and make and receive payments on behalf of all owners), _____, hereafter known as “**OWNER**” and Vacation Rental MANAGER, Beckon LLC, hereinafter called “**MANAGER**” hereby covenant and agree:

1. **RIGHT TO MANAGE:** OWNER hereby makes, constitutes and appoints the MANAGER with full power of substitution, its true and lawful attorney-in-fact to sign and acknowledge any rental of said property pursuant to the terms hereof, and take any action, including eviction of any tenant, necessary to enforce compliance with such rental agreements. The foregoing grant of authority is a Special Power of Attorney granted for the term of this agreement and shall survive the incapacity or death of the OWNER.

PROPERTY: _____ UNIT # _____ BED _____ BATH _____

ADDRESS: _____, _____, _____, _____

This agreement shall be effective beginning on _____, _____

2. **MANAGEMENT RESPONSIBILITIES:** MANAGER will be responsible for the following:

- Responding to reservation inquiries.
- Processing reservations, cancellations and personally handling disputes.
- Renter management and relations.
- Scheduling housekeeping and laundry services.
- Check-in and check-out services.
- Preparation and personal enforcement of rental agreements.
- Walk-through of home no less than every two weeks.
- OWNER statements and disbursements.

3. **MARKETING:** MANAGER will guarantee marketing of the property on www.BeckonHomes.com. All costs associated with other marketing of said property shall be the sole responsibility of the OWNER. MANAGER requires, at a minimum, the use of advertising on Airbnb, and recommends the use of VRBO/Homeaway and their 35 additionally affiliated sites. OWNER agrees to pay the annual advertising costs and/or booking fees for listing the home on Home Away, VRBO or any additionally requested listing platforms, as well as the required Processing Fees by each site. Depending on the booking platform, the booking fees can range from \$0 (Airbnb) to 30% of the total reservation (booking.com, etc), and processing fees are typically approximately 3% of the total cost of the reservation, including cleaning fees. MANAGER will set up advertising on behalf of the OWNER for an additional fee. MANAGER will manage all advertising at no charge for the term of this agreement. This includes, but is not limited to, editing descriptive text, rates, photos and responding to all rental inquiries. OWNER understands that the MANAGER will retain control of the listing and ownership of the profile on which it is listed. If the OWNER chooses to terminate the management agreement, they will not retain access to the listings and marketing created by the MANAGER on MANAGER’S profile platforms. If OWNER wishes to have MANAGER develop a separate profile for their individual property, OWNER agrees to a one-time additional setup fee of \$500, and an additional \$100 per month, but will retain ownership and access to their listing and marketing, including reviews, should they decide to terminate the contract at any point.

4. **MANAGEMENT FEES:** OWNER is advised and agrees to pay the following:

- The OWNER shall pay to MANAGER, a rental property management fee of ___% (_____ percent) of all gross pre-tax rental proceeds collected. This fee shall be due MANAGER and will be deducted from each rental receipt.
- In addition to rental rates, TENANTS shall pay to MANAGER a unit-cleaning fee, as determined by service providers and MANAGER, for each rental period. This fee is due whether the unit is occupied by a rental tenant, OWNER as tenant or OWNER'S guest as tenant.
- The OWNER shall pay to MANAGER, a maintenance fee of _____ monthly, regardless of the number of rentals booked. This fee will include the tidying of exterior furnishings, sweeping of decks and/or entryways to clear of debris, regularly taking out the trash and recycling at assigned trash pickup times and/or removing trash from the premises, regularly inspecting for burned out light bulbs and replacing as necessary, regularly replacing air filters, and other minor maintenance issues that may arise.
- The OWNER agrees that the MANAGER shall make financial decisions on the OWNER'S behalf, should a problem arise at any property that would affect the integrity of the structure or the experience of a guest, at cost to the OWNER, with or without communication in emergent situations that require immediate attention. For repairs or requests that are not emergent, the OWNER allows the MANAGER a spending stipend of up to _____ without disturbing the owner and/or asking for permission, to be deducted from the following month's statement.
- A charge of __\$35/hour__ for incidental time, including but not limited to, the scheduling of repairs, to make repairs and/or escort contractors, repair persons, technicians and handymen, the shopping for replenishment of supplies or replacement of household items (non stocked items) or furnishings.

REQUIRED BECKON HOMES SETUP FEE: OWNER is advised and agrees to pay the following fees (select one):

_____ One-time advertising set up of marketing on MANAGER'S platform profiles (does not include fees charged by each individual platform, which vary): \$250

_____ One-time advertising set up of marketing on INDIVIDUAL PROPERTY platform profiles (does not include fees charged by each individual platform, which vary. This plan allows owner to retain listing in the event of contract termination): \$500. Ongoing monthly charge of additional \$100.

Website set up fee includes arranging for professional photos if not already available (paid by the owner), listing amenities, listing location/map and descriptive text, the creation of templates for guest communication, etc.

OWNER will pay for actual advertising costs charged by the above listed websites.

OPTIONAL FEE (where applicable):

_____ Hot Tub Service: _\$100/month_ *includes drain and refill services

* Standard hot tub service is performed every two weeks and/or after each renter. It includes chemical and filter cleaning.

Extra Costs: Filter Replacement: actual cost/ as needed

Mechanical Repairs _actual cost plus time_

5. **RESTOCKING FEES:** Stocking rates may fluctuate and be reassessed at the start of each calendar year. OWNER will be charged a stocking fee per stay to replenish essentials or requested items. Please select a stocking package for your property.

Bronze Package. Includes:

- 3-In-1 Shampoo/Body Wash/Bubble Bath from EO in every shower/bath
- Conditioner from EO in every shower/bath
- Handsoap from EO in every bathroom and kitchen
- Dishwasher pods where applicable
- Dish soap
- Laundry detergent where applicable
- Paper Towels (2 rolls per stay)
- Toilet Paper (3 rolls per bathroom, per stay)
- Trash bags

The cost per stay pricing for our bronze package is:

- 2-6 person occupancy (most 1-2 bedroom units)= \$10
- 7-10 person occupancy (most 3 bedroom units)= \$15
- 12 person occupancy (4 bedroom units)= \$18

Gold Package includes all of the above, plus:

- Olive oil
- Salt/Pepper
- Coffee for any and all coffee makers
- Tea
- Creamers
- Sugar packets

The per stay pricing for our gold package is:

- 2-6 person occupancy (most 1-2 bedroom units)= \$12
- 7-10 person occupancy (most 3 bedroom units)= \$18
- 12 person occupancy (4 bedroom units)= \$22

Platinum Package includes all of the above, plus your choice of any one of the below (additional options are available to add on for a \$7 per item charge):

- A supply of bottled waters and soft drinks
- A box of cookies with note
- fresh vase of flowers with note
- a carton of eggs, loaf of bread, stick of butter, and block of cheese left in the refrigerator for a guest to prepare breakfast
- A bowl of fresh fruit

The per stay pricing for our platinum package is:

- 2-6 person occupancy (most 1-2 bedroom units)= \$19
- 7-10 person occupancy (most 3 bedroom units)= \$25
- 12 person occupancy (4 bedroom units)= \$29

BronzePackage GoldPackage PlatinumPackage with checked items

6. **RENTAL RATES:** MANAGER will work with OWNER to set all rental rates and terms. Due to competitive market conditions, tourist fluctuations and demand, MANAGER reserves the right to alter rates and terms and make special rates and terms to maximize the OWNERS rental income and occupancy percentage.

Please select one of the following Rental Rate strategies:

_____ Please do not market my property any lower than _____ per night, under any circumstances, even if it implies my property may be less competitive, which may affect occupancy rates.

_____ Please market my property at any rate reasonable to ensure occupancy is as robust as possible.

7. **DISCLAIMER OF GUARANTEES:** The OWNER understands and agrees that MANAGER has made no guarantees (written or verbal) of occupancy or income levels for the property. OWNER also acknowledges that MANAGER makes no guarantees regarding amounts of expenses and that no inducements or representations of tax benefits have been made. OWNER acknowledges that due to the ever changing nature of the short term rental industry and its regulation, a property may be at risk of losing its permit and/or ability to be marketed at any time. OWNER understands and agrees that MANAGER cannot be held liable for any loss of revenue or property value due to a property's inability to be permitted or marketed.

8. **SECURITY DEPOSITS:** MANAGER shall require either a Security Deposit or Damage Insurance Plan that covers unintentional damages (minus depreciation) to the rental unit interior that occur during a stay, provided they are disclosed to management prior to checkout. The policy will pay a maximum benefit of \$3,000. MANAGER shall determine the amount of the security deposit, require additional deposits or waive deposits as deemed in the best interest of the OWNER. The property will be inspected for damage as soon as possible after the tenant vacates said property. MANAGER reserves the right to use discretion in determining if a repair was due to guest negligence and should therefore be charged to the guest, or whether repairs/replacements should fall under the cost of doing business and therefore be charged to the owner. MANAGER will deduct from deposits the cost of missing items or repairs deemed beyond normal wear and use, and return any remaining damage deposit to tenant. It is understood and agreed between the parties that it is not the responsibility of MANAGER to make a complete inventory and inspection of each item upon each vacation of the unit by the tenant, but rather generally inspect for major item loss and damage. The OWNER agrees to hold MANAGER harmless of liability of cost of damages or theft caused by tenants or others. OWNER understands it is their personal responsibility to regularly schedule inspections of major systems (HVAC, Plumbing, etc) and invest in regular touch ups of paint, furnishings, and decor at their expense. The MANAGER will handle the aforementioned inspections at the OWNER'S expense for an additional cost on a semi-annual basis.

9. **PAYMENTS:** MANAGER shall render to the OWNER within 15-20 days (depending on holidays/weekends) after the end of each calendar month during which this agreement is in effect, a statement of accounts of income collected and/or expenditures made during the preceding calendar month. Along with the statement, MANAGER shall also disburse to the OWNER all rents collected less MANAGER fees/commissions and less all disbursements made on behalf of and for the account of the OWNER. On months no revenue is collected or fees exceed revenue, OWNER shall disburse to MANAGER, within 15 days of statement of accounts/invoice, all funds due to compensate manager for expenses and to replenish reserve funds account.

10. **RESERVE FUNDS / OWNER CREDIT CARD:** OWNER will provide credit card information to be used in lieu of reserve rental funds at MANAGER's discretion. MANAGER may, without prior approval of OWNER, use reserve funds or owner's credit card to repair furnishings of the property and replace items of equipment or sundries as necessary to maintain rental services to the occupants. MANAGER must receive prior approval from OWNER for expenses for repair or replacement that exceed _____. The reserve funds or owner's credit card may also be used, without limit, to pay MANAGER'S hourly incidental fees, chosen optional services and/or required annual advertising.

OWNER Credit Card Information:

Type: _____ Number: _____ Exp: _____ 3 digit code: _____

Billing Address: _____ Zip: _____

11. **COSTS:** OWNER is advised and agrees to the following:

- To supply and maintain the furnishings and keep the property in good order and repair.
- To pay for all the running costs of the subject property, including all utilities, pest control, pool/spa service, trash collection, lawn care, HOA fees and any other expense normally associated with owning a home.
- To pay for maintenance and replacements due to normal wear and tear consistent with short-term rental industry standards.
- To pay a maintenance fee of _____ monthly, regardless of the number of rentals booked. This fee will include the tidying of exterior furnishings, sweeping of decks and/or entryways to clear of debris, regularly taking out the trash and recycling at assigned trash pickup times and/or removing trash from the premises, regularly inspecting for burned out light bulbs and replacing as necessary, regularly replacing air filters, and other minor maintenance issues that may arise. (As previously outlined and deducted monthly)
- To pay a per-stay restocking fee. (As previously outlined and deducted monthly)
- To pay for any platform-assessed fees. (As previously outlined and deducted monthly)
- All taxes required by the city and state. (deducted monthly and paid on your behalf as part of our services)
- All applicable utilities. (NOT handled by management. We highly recommend the use of auto withdrawals)
- OWNER gives MANAGER permission to deduct any additional expenses incurred by MANAGER on behalf of OWNER from any amount due OWNER. To the extent the funds in the OWNER's Management Account will not cover such expenses in any given month. OWNER agrees to promptly reimburse the MANAGER upon written demand.

12. **REPAIRS:** MANAGER shall contact the OWNER for approval prior to contracting for any major repairs that are not of an emergency basis. However, MANAGER is authorized to make, at OWNER'S expense at any cost and without prior approval any emergency repair involving danger to life or property or for the preservation of the safety of persons occupying the property. While all tenant rental contracts state there is no compensation for temporary disruption of essential services of the property during the period the property is rented, MANAGER is authorized to make rental rebates as MANAGER deems appropriate. MANAGER is authorized, and shall use its best efforts to correct any such problems as quickly as possible in order to maximize rental income. In the event maintenance and repairs are necessary during months when no rental revenue is received, the OWNER's credit card will be used or the OWNER will be billed directly for such incurred expenses.

13. **TAXES:** OWNER shall be solely responsible for payment of all real estate, personal property, and other property taxes. OWNER shall be responsible for all TENNESSEE Sales and Use tax liability and Davidson County Transient Rental (Hotel) Tax liability as associated with the use and rental of the Property as a transient accommodation. Sales and Use Tax and Transient Rental tax due on rental proceeds which are collected by the MANAGER from guests will be paid to the appropriate governmental entities by the MANAGER to ensure compliance.

Sales tax is remitted monthly to the state, at a rate of 9.25%.

Hotel and occupancy tax is remitted monthly to the city of Nashville at a rate of 6% **plus** \$2.50 per bedroom, per night rented.

15.625% taxes will be built in to the rental rate or collected independently from the guest. The \$2.50/room/night rented will be deducted from the net rental proceeds for ease of accounting.

In order to ensure prompt setup of taxes, MANAGER must receive the following prior to marketing the listing:

- Clear copy of driver's license
- Proof of property ownership
- Power of Attorney as provided by MANAGER
- Completed W9
- Social Security or FEIN number
- LLC/Incorporation Documents when applicable

OWNER acknowledges that by renting, leasing, letting or offering a license to others to use the Property as a transient accommodation, OWNER is exercising a taxable privilege, and as such, OWNER is ultimately liable for any Sales and Use tax due the State of TENNESSEE and any Transient Room tax due Davidson County on such rental, leases, lets or licenses to use. Failure of OWNER to provide MANAGER with requested documentation including but not limited to any of the above outlined items, will result in delays or MANAGER'S inability to file necessary taxes on OWNER'S behalf, and after 2 written requests for documentation, MANAGER'S responsibility to file taxes on OWNER'S behalf will cease, unless and until reinitiated.

14. **Short Term Rental Permit:** A short term rental license for the home may be required by the county where OWNER'S short term rental is located. OWNER is responsible for maintaining a short term rental license and paying all licensing fees. The license is issued annually. By specific request, the MANAGER will apply for and renew the license at the request of the OWNER for an additional fee. OWNER acknowledges that the laws surrounding short term rental permits are fluid and ever changing, and should the MANAGER not be able to obtain a permit on their behalf, will hold harmless MANAGER for any permit denials or shortages.

_____ OWNER appoints MANAGER to apply for and maintain a nightly rental business license on my behalf, at my cost. Please note in order to complete this request we need a copy of home owners and liability insurance totaling \$1,000,000 per incident and a signed and notarized homeowners' authorization form. The cost due to MANAGER at the time the permit is sought is \$125. The cost due to MANAGER at the time permit is issued is an additional \$125.

(initial)

_____ DO NOT apply for a Short Term Rental Permit.

(initial)

I, _____, managing OWNER, understand that maintaining a nightly rental business license is a legal requirement where short term rentals are permitted and I will indemnify and hold harmless MANAGER for any fines and/or legal actions brought for non-compliance of maintaining a nightly rental business license.

Signature of OWNER

OWNER is responsible for the renewal of a short term rental license. Unless MANAGER is expressly designated, no more than 60 days but no less than 3 weeks from the renewal date to attempt to renew the permit on the OWNER'S behalf, the OWNER will assume all responsibility to provide applicable documentation and fees to the appropriate sources to renew short term rental permits. MANAGER cannot be held liable for permit denials or shortages.

MANAGER will not knowingly market an un-permitted property, and will cease any current marketing of any property whose permit is not renewed, is revoked, or is subject to review. OWNER is ultimately responsible for the legal operation of their rental. MANAGER serves as an advisor on the business operations, as well as a hospitality (booking) and service provider (cleaning, maintenance, etc). Any advice or information provided by MANAGER regarding the viability of a rental should not be misconstrued or treated as legal advice.

15. USE BY OWNER: OWNER, family, and personal guests will be allowed to use the property at any time if no prior reservation by MANAGER has been made and OWNER requests and obtains confirmation of a reservation for the period in question through the MANAGER. OWNER'S account will be charged the appropriate cleaning fee unless prior payment arrangements are made with MANAGER. Security deposits are not charged to OWNER or OWNER's personal guests. OWNER assumes all liabilities associated with personal use of the property by OWNER or OWNER'S personal guests. OWNER and OWNER'S personal guests agree to observe the standard check-in and check-out times unless arrangements are made prior to arrival through the MANAGER. OWNER may not advertise to personally reserve the home for any paid rental guests. All paid guests must follow the reservation process through MANAGER.

16. MAIL FORWARDING AND NOTIFICATIONS: MANAGER is not responsible for the regular collection of mail at the property and recommends OWNER have all mail forwarded to their home address to ensure they do not miss mailed information pertinent to their properties. MANAGER will be held harmless for any repercussions arising from mail not received by the OWNER due to their neglect in forwarding mail correspondence to an appropriate address.

16. PROPERTY OWNER RESPONSIBILITIES AND MAINTENANCE: OWNER understands that Beckon Nashville is a Rental Property Management company, and therefore deals directly with tenant/guest relations, maintenance requests pertinent to the function of the unit as a rental, regularly scheduling cleanings, collecting and remitting payments, and advising property owners on strategies to increase profitability. OWNER understands Beckon Nashville does not replace the expertise and need for attorneys, tax consultants or maintenance professionals such as HVAC technicians, plumbers, painters, landscapers or any other service provider. OWNER agrees to perform 2 thorough inspections per year, performed by either the OWNER or by expressly requesting and appointing MANAGER to do so for an additional fee to highlight property deficiencies or recommended improvements. OWNER agrees to maintain property to a standard that should meet or surpass guest/tenant expectations while preserving the integrity of the property, which may include regular updating of paint, furnishings/bedding, any damaged or dysfunctional systems, exterior landscaping and more at the OWNER'S expense.

17. **LINENS AND SUPPLIES:** OWNER understands that they need to provide double sets of all sheets, towels, washcloths and hand towels. These items may be replaced as necessary and charged accordingly to OWNER as deductions on monthly revenue.

17. **LOSS LIABILITY:** MANAGER shall not be liable for loss of OWNER'S personal property located in rental property or rents collected resulting from theft, dishonored or un-collectible checks, bank failure, declined credit card authorizations, wind, storms, accidents or other causes or events beyond its control. MANAGER shall not be required to initiate legal actions or retain an attorney for the purpose of collection of rents, collection of damages, eviction of tenants or other persons unless directed by OWNER. Collection fees and legal fees are the responsibility of the OWNER.

18. **LIABILITY INSURANCE:** It is understood that the OWNER shall carry personal liability insurance for the property in the minimum amount of \$1,000,000 per occurrence, in accordance with TENNESSEE state law, a copy of which shall be furnished by OWNER to MANAGER. OWNER agrees to indemnify and hold harmless MANAGER.

Insurance Co. _____ Policy # _____

**MANAGER highly recommends the use of Proper Insurance for property and revenue protection.

19. **SALE OF PROPERTY:** OWNER agrees to notify MANAGER in writing when property is placed upon the open market for sale. OWNER agrees that property will only be shown when vacant or as coordinated through MANAGER. MANAGER may, at its sole discretion immediately terminate this agreement without notice and transfer any pending reservations to one of their other managed properties, if in the opinion of MANAGER, rental operations of the property cannot be properly coordinated with sale and showings without any adverse effect on the quiet enjoyment of rental tenants. MANAGER requires at least 30 days notice of the real estate closing date and OWNER understands reservations booked past the sale of the property will NOT transfer to the new owner unless the new owner specifically solidifies their own management contract with MANAGER. In the event the property changes ownership and the new owner does NOT employ the services of MANAGER, MANAGER reserves the right to cancel or transfer future reservations to any of their represented properties. In the event MANAGER cannot accommodate future reservations within one of their represented properties, OWNER agrees to a cancellation fee equal to 10% of the gross, pre-tax rental rate of all future reservations within 3 months of the sale of the property to the MANAGER.

20. **INDEMNIFICATION** – OWNER agrees that MANAGER shall not be liable for any claim for loss, accidents, injuries or illness that occur to any person or property while on the premises or its facilities. MANAGER is not responsible for the loss of personal belongings or valuables of the OWNER, the renter or their guests. OWNER agrees that they, along with all renters/guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise. OWNER shall indemnify and hold harmless the MANAGER or representatives of the MANAGER from any such claim or liability, damages, injuries, costs and expenses related to acts, events or omissions occurring in, on or about the property, or arising out of, or in any way related to, MANAGER'S use or time at the property, renter's breach of any term of the rental agreement, or any work, activity or thing done, permitted or suffered by MANAGER in, on or about the property.

21. **ARBITRATION.** OWNER and MANAGER agree that all claims, disputes or other controversies arising out of this Agreement or related thereto, shall be settled by and subject to binding arbitration with judicial arbitration and mediation services. OWNER and MANAGER agree that the location of any arbitration proceeding commenced with respect to this Agreement shall be located in Nashville, Tennessee.

22. TERMINATION OF AGREEMENT: OWNER is advised and agrees to the following:

- OWNER or MANAGER may terminate this agreement upon 90 days prior written notice without penalty.
- MANAGER may terminate this agreement immediately upon written notice, for cause and without penalty, if OWNER fails to comply with any provision of this agreement or any term or condition of any rules or regulations MANAGER may adopt applicable to this property. MANAGER'S determination of non-compliance shall be final and binding on MANAGER and OWNER.
- Any termination, by OWNER or MANAGER will not affect any rental reservation obligation or other obligation entered into under the terms of this agreement. OWNER must honor all reservations and/or tenants in place at time of receipt of written notice of termination. The OWNER understands and agrees that the MANAGER has incurred time and costs associated with each reservation in place at the time of termination and agrees to immediately pay to MANAGER the normal management commissions and/or fees for each reservation in place. MANAGER will work with the OWNER or alternate agency, for a period of 30 days from final contract termination date (not notice of) termination, to transfer the current reservations to the OWNER or alternate agency. The OWNER understands and agrees that no refund is due the OWNER for a commission or fee paid to the MANAGER at the time of cancellation for any reservation that chooses not transfer and/or cancels at the time of notice of transfer or at a later date. If the OWNER prefers, and ONLY if the MANAGER is able to, MANAGER will transfer bookings to a different property comparable to the OWNER'S, in which case the OWNER would not be liable for the commissions. Any bookings the MANAGER is not able to transfer, the OWNER will still be financially liable for any commissions due. If specific payment arrangements have not been made by OWNER prior to contract termination, MANAGER reserves the right to withhold any rental revenue to account for the commission fees of future bookings.

23. BOOKKEEPING AND TAXES: OWNER is advised and understands that MANAGER is NOT able to provide bookkeeping or tax guidance for their properties, or any other investment. MANAGER maintains and provides basic monthly statements and deposits reflecting net rental revenue into OWNER'S specified account monthly between the 15th and 20th of the month FOLLOWING the revenue period. At each year's end, MANAGER will file a 1099 for your GROSS post-tax rental revenue. It is OWNER'S responsibility (and benefit) to report the deductions of tax paid to the state, fees paid to MANAGER, expenses spent on OWNER'S property (even if expenses were paid BY MANAGER on OWNER'S behalf), and any other expenditures that are paid by MANAGER on OWNER'S behalf, or by OWNER, towards the functioning of your property as a rental. MANAGER cannot issue 1099s for the NET value direct deposited to OWNER. OWNER is encouraged to partner with a knowledgeable CPA or bookkeeper prior to embarking on any real estate investment. MANAGER will provide W9 to OWNER by request to allow for the issuing of yearly 1099 to MANAGER for any fees paid and expenses retained.

24. NOTIFICATIONS: Any notices to be given by either party to the other shall be in writing and shall be transmitted by either (1) personal delivery (2) mail, registered or certified, postage prepaid with return receipt requested (3) overnight delivery (4) via email with confirmation of receipt (5) facsimile with a confirmation copy by regular mail, registered or certified, postage prepaid with return receipt requested (6) overnight delivery. Overnight delivery or mailed notices shall be addressed to the parties at the addresses listed below. Facsimile notices shall be transmitted to the telephone numbers listed below. Each party may change the address or telephone numbers by giving written notice in accordance with this paragraph. In the event of mailing, notice shall be deemed given on the 3rd day after deposit.

To MANAGER: Beckon Homes
935 E Trinity Lane
Suite 17
Nashville, Tennessee 37207
info@beckonnashville.com

To OWNER: Name: _____
Address: _____
Email: _____

25. **WAIVER** – Failure of MANAGER to enforce any provision of this agreement will not be deemed a waiver.

26. **LEGAL** - This Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee. In any action or proceeding involving a dispute between OWNER and MANAGER arising from this agreement, the prevailing party will be entitled to reasonable attorney fees and costs incurred.

27. **ENTIRE AGREEMENT** – The foregoing constitutes the entire agreement between the parties and may be modified only in writing and signed by all parties. Each section, subsection or paragraph of this Agreement shall be deemed severable. If for any reason any portion of this Agreement is unenforceable, that portion shall not affect the applicability or validity of any other portion of this Agreement. This agreement and any modifications, including photocopies or facsimiles, may be signed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. If there is more than one renter, all renters are jointly and severally liable under this rental agreement.

Accepted by: (OWNER- Managing OWNER)

Name _____

Address _____ City _____ State _____ Zip _____

Email _____

Phone (home) _____ (cell) _____ (other) _____

Signature: _____ **Date:** _____

If multiple owners, please list names, email address and contact phone.

Name _____ Email: _____ Phone: _____

Name _____ Email: _____ Phone: _____

Name _____ Email: _____ Phone: _____

MANAGER:

Beckon Nashville

Business Phone: 615-499-2965

Isabeau Miller Direct: 615-947-7906 (call and text)

Shaun Balin Direct: 617-686-8758 (call and text)
Email: info@beckonnashville.com

Signature: _____ Date: _____