

Trappers Landing Management Company Rental Management Program Agreement 2023

This Agreement is effective as of the date set forth at their signatures between Trappers Landing Management Company (“Manager”), 1812 Merit Road, Walker, Minnesota, 56484 and (collectively, “Owner”), Owner of Unit # (the “Unit”), whose address is listed below:

WITNESSETH

WHEREAS, Trappers Landing Management Company operates a resort at the location of the Owner’s vacation property; and

WHEREAS, Owner represents that the Owner has the absolute legal right to enter into this Agreement and is the owner of the real property Unit above at Trapper’s Landing Lodge; and

WHEREAS, Owner may desire Manager to assist Owner with repairs, monitoring and maintenance of their unit with activities that are beyond the scope of Manager’s duties to Common Association management; and

WHEREAS, Owner desires to have Manager manage and market the rental of the Unit on an exclusive basis during the term of this Agreement, and Manager desires to manage the rental of the Unit on an exclusive basis through its rental management program (the “Rental Management Program”).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **Exclusive Management of Unit: Manager Responsibilities** From and after the Effective Date, Owner agrees to make the Unit available for rental by Manager on an exclusive basis, in coordination with Owner’s common association rules, and Manager agrees to offer the Unit for rental (as determined by Manager). Manager will have the exclusive right and authority to manage the rental of the Unit to third parties during the term of this Agreement as set forth in Exhibit E. For purposes of the preceding sentence, any person or entity other than Owner or a guest of Owner who uses the Unit will be deemed to be a “third party”. Owner’s guest shall be defined as anyone using the Owner’s unit with authorization from Owner and without compensation paid to the owner. All decisions concerning the operation of the Rental Management Program and the rental of the Unit during the term hereof will be made by Manager in its reasonable discretion.

Manager shall manage the Unit, and other Units which are part of the Rental Management Program in a prudent and professional manner. Manager shall market and maintain the Unit in the manner described herein.

2. **Occupancy of Unit** Owner agrees that, in order to assist in the promotion and rental of the Unit through the Rental Management Program, the use of the Unit by Owner and Owner’s guests will be restricted in the manner described on Exhibit A to this Agreement. Owner agrees to abide by said terms, which specifically includes following cancellation timelines, procedures and fee schedules required of Owner.

3. **Establishment of Rental Rates; Collection of Rent** During the term of this Agreement, Manager will have the sole right to establish rental rates for the Unit and to modify such rental rates from time to time as Manager, in its sole discretion, may deem appropriate. No rental occupant of the Unit will be charged any rate other than the rate determined by Manager. Manager will establish a system which attempts to equitably allocate rental requests among comparable Units which are participating in the Rental Management Program after considering any specific requests of prospective rental occupants or other factors deemed relevant by Manager.

4. **Access to Recreational Facilities** Manager owns certain recreational amenities and related facilities. These amenities and facilities may be expanded, reduced, replaced or modified from time to time at the sole discretion of Manager (collectively, the “Recreational Facilities”). Access to the Recreational Facilities is generally restricted to persons designated by Manager, which persons generally are required to pay fees for such access. Owner shall enjoy use of these standard amenities at no charge, as well as Manager’s Reeds Pro Shop Gear, as part of this agreement.

During the term of this agreement, as part of Manager’s services to Owner hereunder and as partial consideration for the fees payable by Owner to Manager hereunder, Owner and their guests and rental occupants of the Unit, subject to applicable rates and fees, shall have access to the Recreational Facilities, provided such persons comply with all rules and regulations relating the use thereof. Manager may, at its option, make additional goods and services available to Owner, Owner’s guests and the rental occupants of the Unit in and around the Recreational Facilities, including food and beverage services, games, and vending and gift shop sales. As determined by Manager, separate charges may be applicable to such additional goods and services. As part of Recreational Facilities use, Owner consents to and agrees to sign and comply with the annual restaurant agreement provided by Manager, when offered by Manager.

5. **Maintenance of Units** During the term of this Agreement, the Unit will be maintained in accordance with the terms set forth on Exhibit B to this Agreement. Owner agrees to abide by said terms.

6. **Marketing of Unit** Manager will use commercially reasonable efforts to secure suitable rental occupants for the Unit during the term of this Agreement. Manager will provide such marketing services for the rental of the Unit as it deems appropriate in its sole discretion, which services may include the distribution of promotional materials, the administration of marketing programs, and the solicitation of referrals from tour planners, travel agents and meeting planners. Owner will only engage in marketing efforts for the rental of the Unit that are authorized and approved by Manager. The Owner may solicit rental occupants so long as such rental occupants make their reservations through Manager, subject to rental rates established solely by the Manager. Owner authorizes Manager to make the Unit available to third parties on a complimentary basis for up to 6 nights per calendar year for promotional or administrative purposes with notification and approval of the Owner. Complimentary stays will not be abused by Manager. Manager will avoid using complimentary stays during peak season and valuable dates. Cleaning fees for and personal property damages caused by guests using complimentary stays will be Manager’s responsibility.

7. **Utilities and Services** Utilities and certain other services for the Unit will be provided in accordance with the terms set forth on Exhibit C to this Agreement. Owner agrees to abide by said terms.

8. **Insurance Requirements:** Owner, Manager and Lodge Owners Association are required to carry with respect to the Unit as set forth on Exhibit D to this Agreement. Owner and Manager agree to abide by the terms and conditions as set forth on Exhibit D.

9. **Rental Management Program Fees and Expenses** Exhibit E to this Agreement sets forth the Fee and Expenses relating to Owner’s participation in the Rental Management Program. Owner agrees to pay such fee.

10. **Indemnification and Defense of Claims** Owner will indemnify and hold harmless Manager and its agents from and against any and all claims, demands, costs, expenses and damages incurred by Manager or any of its agents but only arising out of gross negligence or intentional wrongdoing by Owner relating to the Unit. Manager will indemnify and hold harmless Owner and its affiliates from and against any and all claims, demands, costs, expenses and damages incurred by Owner but only arising out of gross negligence or intentional wrongdoing by Manager relating to the Unit. Owner’s and Manager’s indemnification obligations hereunder will survive the termination of this Agreement and will be binding on the successors, heirs and permitted assigns of Owner and Manager.

11. **Assignment** Neither Manager nor Owner shall have the right to assign their rights and obligations

under this Agreement without the express written consent of the other party and any such attempted assignment or delegation without such consent will be null and void; provided, however, that this Agreement automatically will be assigned to, and assumed by, any purchaser of the Unit during the term hereof. Notwithstanding the foregoing, Manager (and its successors and assigns) will have the right to assign Manager's rights and obligations under this Agreement without Owner's consent to (i) any lender of Manager or any of its affiliates or (ii) any person or entity which controls or is controlled by Manager or (iii) any other person or entity possessing assets substantially similar to Manager which agrees, in writing, to assume and perform the obligations of Manager hereunder. Upon any such assignment of Manager's rights and obligations under this Agreement, Manager will be deemed to have been released from all of its obligations hereunder.

12. **Term and Termination of Agreement** This Agreement shall be enforceable as of the Effective Date and will have the term and will be subject to termination by Owner and Manager in accordance with the provisions set forth on Exhibit E to this Agreement.

13. **Other Covenants of Owner**

(a) **Rules and Procedures** Owner agrees to comply with all reasonable rules, regulations, procedures and requirements established by Manager relating to the operation of the Rental Management Program provided, however, that in the event of any conflict between this Agreement and any of such rules, regulations, procedures or requirements, this Agreement will govern.

(b) **Association Documents** During the term of this Agreement, Owner will not vote to amend or otherwise alter the Association documents governing the Unit or any similar documents relating to the Unit that would prevent or restrict the rental of the Unit by the Manager through the Rental Management Program, or to support any action by the Association for the Unit that would prevent or restrict the rental of the Unit by the Manager through the Rental Management Program. If any such documents are amended or actions taken that in any way prevent or restrict Manager's rental of the Unit through the Rental Management Program (whether Owner votes for such amendment or action or not), Manager may, at its option, terminate this Agreement.

(c) **Taxes and Assessments** Owner agrees to pay promptly, and before delinquency, all taxes, insurance premiums, Association maintenance and other fees, charges and assessments (including without limitation any special association assessments) levied on or with respect to the Unit ("Taxes and Assessments"). Owner will provide Manager proof of payment of any such Taxes and Assessments upon request therefore. If Owner fails to pay any such amounts, Manager may (but will not be required to) pay any such amounts and bill Owner therefore or deduct the cost thereof from the Net Payment (defined on Exhibit E).

(d) **Expenses and Charges** Manager may, in its discretion, deduct from the Net Payment, any and all reasonable Expenses and charges payable by Owner pursuant to this Agreement ("Expenses and Charges"), including, without limitation, the expenses and charges listed on Exhibit B, utility expenses, insurance expenses, television and cable expenses, Unit repair, maintenance and refurbishment expenses and other payments due. In the alternative, Manager may elect to bill Owner for such Expenses and Charges. Owner will be required to pay increases in the Expenses and Charges, as the Expenses and Charges may be modified from time to time by Manager. Owner agrees to accept all modifications to such Expense and Charges; provided, however, that the Expenses and Charges may not be increased by Manager in any year by an amount in excess of the greater of (i) the increase approved by the Shared Cabin or Common Association Budgets for Manager or (ii) any increase in Manager's actual costs and expenses of providing the applicable service(s).

14. **Representations and Warranties of Owner**

(a) **Understanding and Professional Review of Agreement** Owner has read and understands this Agreement, including, without limitation, all of the Exhibits hereto, each of which constitute an integral part of this Agreement. Owner acknowledges that they have had the opportunity to review this Agreement with their legal counsel, financial and tax advisers, and other professional advisers.

(b) **No Representations, Estimates or Guarantees** Owner acknowledges that neither Manager, nor any of Manager's employees, agents or representatives, nor any other person, has made any representations or estimates as to the number of times the Unit will be rented or the rental income, if any, Owner might receive through their participation in the Rental Management Program. Owner acknowledges that they have not, in any manner, been induced to purchase the Unit by reason of the Rental Management Program, or any expected or anticipated rental income to be derived from their participation in such program. Owner acknowledges that their participation in the Rental Management Program may in fact result in a net loss to Owner.

15. **Miscellaneous**

(a) **Notices** All notices, demands or other writings contemplated by this Agreement will be in writing and will be deemed given if delivered by hand, by electronic mail, or ten (10) days after deposit in the United States mail, by registered or certified mail, postage prepaid, addressed to the parties as follows:

If to Owner, to the mailing address for Owner set forth on the signature page hereto.

If to Manager, to:

Trappers Landing Lodge
Attn: Association Accounting
PO Box 790
Walker, MN 56484

and, emailed to:
managers@trapperslandinglodge.com

Owner understands that they cannot rely on verbal or telephonic instructions or notifications to Manager regarding reservations, maintenance or any other matter whatsoever unless confirmed in writing.

(b) **No Joint Venture** Nothing in this Agreement will constitute or be construed to create a partnership or joint venture between Manager and Owner.

(c) **Entire Agreement Amendments** This Agreement (including without limitation the Exhibits hereto) contains the entire agreement of the parties with respect to the subject matter hereof, and there are no other agreements or understandings, oral or written, between the parties with respect to the subject matter hereof. This Agreement may be amended, modified or supplemented only by a writing signed by both parties.

(d) **Binding Effect** All of the terms and conditions of this Agreement (including, without limitation, the Exhibits hereto) will be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.

(e) **Headings** The headings contained in this Agreement are for convenience of reference only, and

will not limit or otherwise affect in any way the meaning or interpretation hereof.

(f) **Severability** If any part of this Agreement (including, without limitation, any part of any Exhibit hereto) is deemed invalid under any applicable laws, such provision will be inapplicable and will be deemed omitted to the extent of such invalidity, but the remainder of this Agreement will not be invalidated thereby and will be given full force and effect.

(g) **Waivers** The failure or delay of any party at any time to require performance by the other party of any provision of this Agreement, even if known, will not affect the right of such party to require performance of that provision or to exercise any rights, powers or remedies hereunder, and any waiver by any party of any breach of any provision of this Agreement will not be construed as a waiver of any continuing or succeeding breach of such provision or any other provision of this Agreement or as a waiver of any rights, powers or remedies hereunder. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

(h) **Governing Law** This Agreement will be governed by, and construed and enforced in accordance with, the applicable laws of the State of Minnesota.

(i) **Counterparts** This Agreement may be executed in multiple written or electronic counterparts, each of which when executed and delivered will be deemed to be an original and all of which counterparts taken together will constitute one and the same document.

(j) **Venue** If any action at law or in equity will be brought to enforce any provision of this Agreement, the venue for such action will be Cass County, MN and that the laws of the State of Minnesota will apply, without giving effect to the conflicts of laws principles thereof.

In witness thereof, Manager has signed this Agreement as of the effective date set forth below.

Trappers Landing Lodge
("Manager")

By: _____

Effective Date

Title: _____

In witness thereof, Owner makes this agreement effective as of the date set forth herein.

Owner:

Owner:

Exhibit A

Restricted Occupancy of Unit

1. **Limited Occupancy of Unit** Owner acknowledges that their use or the use by their family and guests is subject to the terms and conditions of this Agreement and Owner relinquishes all rights to use the Unit and further assigns the use of the Unit, except by prior reservation in the Manager's Reservations Department On-line Portal, and only if the unit has not been rented for any portion of such period by the time a request for such reservation is received by the Reservations Department

Owner agrees to abide by the standard check-in and check-out times established by Manager during periods of occupancy of the Unit by Owner or their guests. At other times, Owner will not enter the Unit or permit any other person (including any family member, repairman, real estate agent, or guest) to enter the Unit without prior written notification to, written approval of, and coordination by, Manager. Manager approval shall be granted to permit Owner to perform periodic inspections of the Unit so long as Owner requests approval more than 24 hours in advance, provided such inspections do not unduly interfere with the operation of the resort or the rental of the Unit, and provided the Unit is unoccupied at the time of inspection. During the term of the Rental Management Agreement, Owner may have access to the Unit only through a keyless lock system maintained by Manager.

2. **Reservation of Unit by Owner**

(a) **Advance Reservation Period.** Owner and guest of owner reservation requests should be made as far in advance as possible, but not less than 13 months in advance of desired occupancy dates. Manager will attempt to accommodate Owner's requested occupancy dates provided Manager receives such written notice prior to the requested periods of occupancy and provided the Owner's unit has not already been rented for any portion of such period by the time the request has been made. Requests for Owner or Guest of Owner reservations that are made less than 13 months in advance will be accommodated, provided that the Unit has not been reserved by the time the request has been made. Rental guests will be booked 12 months, no more than 12 months, in advance.

(b) **Cancellations.**

(1) **By Owner.** Cancellation of a reservation by Owner must be completed more than 30 days in advance of the first reservation date. If Owner cancels its reservation less than 30 days before the reservation, Owner should have good reasons, such as health, weather, personal emergency or similar concerns for cancelling reservation on short notice. If Owner does not notify Manager of Owner's cancellation (a "no call, no show" situation), Owner will be charged a \$50.00 fee.

(2) **By Rental Guests.** Rental guests shall be subject to at least a 30 day cancellation policy, which shall include a nonrefundable deposit of half their reservation amount, whenever such policy can be appropriately applied by Manager, in its sole discretion.

(a) **Notification of Cancellation.** Manager shall make all reasonable efforts to rebook guest-cancelled stays, but for any last-minute guest cancellations, Manager shall contact Owner within two business days of a last-minute guest cancellation, so that Owner may have the opportunity to enjoy their Unit during the vacancy.

(b) **Forfeiture of Deposit.** When a guest cancellation results in a deposit forfeiture, Manager agrees to share equally the deposit forfeiture amount with Owner in the event the cancellation results in a vacancy for the guest's cancelled reservation.

3. **Owner Storage of Personal Belongings** Owner agrees that, other than (i) during periods of occupancy of the Unit by Owner or their guests and (ii) in Owner's storage areas designated by Manager, Owner will not store any personal belongings in the Unit (other than the standard furnishings and the standard housewares contained in the Unit).

Exhibit B

Maintenance and Cleaning of Units; Administration of Units

1. **Unit and Contents** Manager intends to market the rental of the Unit as part of a consistent, top quality resort experience. Owner acknowledges that uniformity in each unit type in the appearance and contents of the Units participating in the Rental Management Program, including without limitation the Unit and its contents, is absolutely essential to the successful marketing and rental of the Unit by Manager. Owner, therefore, agrees not to substantially modify in any way the design, appearance, furnishings, standard housewares or other contents of the Unit from the design, appearance, furnishings and other contents specified or established by Manager from time to time in its sole discretion, without prior approval of Manager. When enrolled in the Rental Program, the owner will maintain the format and layout of the Unit, but may customize it to their liking, with approval. When enrolled, certain interior utilities will be paid and provided through the resort management company to maintain consistency in the resort rental accommodations, like TV, Phone, and Internet Service providers.

2. **Standard Unit Appearance; Standard Furnishings** Owner will (i) maintain at Owner's expense the standard furnishings for the Unit set forth by the Manager (as the same may be modified from time to time by Manager in its sole discretion).

3. **Repairs and Replacements**

(a) **Repairs.** Owner agrees that Manager will, at Owner's expense, make or contract for such repairs and replacements to the Unit, to the furnishings, appliances, electronic equipment or other contents of the Unit, as Manager deems appropriate in its reasonable discretion for costs that are less than \$500.00. If the cost of such repairs and replacements is expected to exceed \$500, Manager will use advise Owner for approval in advance, except that under emergency conditions, as determined by Manager, such repairs and replacements will be performed without prior notice to Owner. Any damage caused by rental guests will be pursued, as reasonably possible, for compensation from the guest by Manager. Manager will use compensation received from the guest to make repairs or compensate Owner for damage.

(b) **Damage.** Owner agrees to hold Manager and its officers and employees harmless from, and indemnify them against, any and all loss or damage whatsoever caused to the Unit or property therein, and expense including attorneys' fees due to claims for said loss, damages or injury to property or such claims as arise due to the acts of Manager, except those actions of the Manager, its officers or employees, which are grossly negligent or of an intentional nature. Manager agrees to hold Owner harmless from, and indemnify them against, any and all loss or damage whatsoever caused to the Unit or property therein, and expense including attorneys' fees due to claims for said loss, damages or injury to property or such claims as arise due to the acts of Owner, except those actions of the Owner, which are grossly negligent or of an intentional nature.

Manager will devote its best efforts to obtain voluntary reimbursement from renters for damage caused by renters; including representing Owner in small claims court if necessary for any damage in excess of \$500.00, however, the risk and responsibility to recover such loss or damage is solely that of Owner. Costs associated with repair of guest's damage, if unable to be collected from guest, shall be borne solely by the Owner and his insurance company. Owner shall further indemnify and save harmless Manager and its officers, Managers and employees from and against any and all claims, actions, liability, loss, cost and expense (including attorneys' fees and expenses) in connection with loss of life, bodily injury and/or damage to property arising from or out of any occurrence; (a) in, upon, or at Owner's vacation home and/or (b) outside Owner's vacation home which is occasioned wholly or in part by any willful or negligent act or omission of Owner.

4. **Cleaning**

(a) **Deep Cleaning** Manager shall perform or contract for the deep cleaning of the Unit on an annual basis, if Owner agrees. Owner will pay Manager a deep cleaning fee at the same rates as other association units of Manager.

(b) **Standard Departure Cleaning** After Owner has occupied the Unit, the Owner will be assessed a cleaning fee for the expense of cleaning the Unit upon departure in preparation for rental guests; see fees stated in Exhibit E.

(c) **Pet Policy and Cleaning** Pets of resorts guests are permitted in some units and Owner must indicated to Manager if the unit shall accept pets or not. However, Owner acknowledges that renters may disregard this policy and Manager is not responsible for damages caused by pets, nevertheless, Manager will make reasonable efforts to monitor guest activity of and for guest pets. In the event damage due to pets is discovered, Manager is authorized to make the appropriate arrangements for service of the unit to repair. Management Company will include in all rental agreements expectations and penalties assessed for damage to property and personal property by pets and will make reasonable effort to collect from the renter in the event the renter's pets have damaged the property or personal property. Collections of those additional fees will be credited to the Owner and Management Company will replace/repair pet damaged property per agreement with the Owner and invoice the Owner accordingly. Owner shall be responsible for the expenses and costs of the same. Owner may have pets occupy Unit with them, but Owner will be assessed a pet cleaning fee, in addition to the standard housekeeping fee. Owner agrees to keep pets off of Managers property, quiet, and within Owners control and leashed at all times.

5. **Standard Housewares** Owner agrees to maintain in the Unit, at Owner's expense, the standard housewares. The required housewares may be modified by Manager from time to time in its sole discretion.

6. **Removal of Unit from Rental Management Program** Manager reserves the right to remove the Unit from the Rental Management Program upon written notice to Owner if Manager deems the Unit or the contents thereof to be unsatisfactory. If after written notification by Manager to Owner, Owner fails to cure or authorize the Manager to complete the cure of such defects within 30 days thereof, in which event Owner will be deemed to have breached this Agreement, and Manager will be entitled to terminate this Agreement or to exercise any and all rights and remedies available to Manager at law or in equity. Any decision to remove the Unit from the Rental Management Program will be at the sole discretion of Manager. Only after correction of all defects or deficiencies by Owner to the satisfaction of Manager, the Unit may be returned to the Rental Management Program.

7. **General Maintenance Services** If instructed by Owner, Manager will provide the minor maintenance services for the Unit in the same manner and at the same rates as Shared Cabin Association Owners are charged.

Exhibit C

Utilities and Services

1. **In General** Shared Owners pay the utilities and services stated in this Section via their membership dues in the Shared Association. Whole Owners pay the same utilities and services directly and personally.

Owner will promptly pay all reasonable costs and expenses of any kind whatsoever relating to the use, operation and maintenance of the Unit during the term thereof (other than any such costs and expenses paid for by the Association for the Unit and any services which Manager expressly agrees to provide without cost to Owner in the Rental Management Agreement) including electricity, telephone, cable television, internet access and other utilities and services of every kind furnished to the Unit. Manager may pay delinquent bills for the Unit to avoid the interruption of any utilities or other services to the Unit, in which event Manager will deduct charges from rental proceeds or bill Owner for such charges.

Manager reserves the right to contract for, or to otherwise provide or obtain for the Unit, utilities or other services and to re-sell such utilities or other services to Owner, Owner's guests or renters of the Unit for a profit so long as the terms and rates charged Owner for such utilities or other services do not exceed the prevailing rates generally charged individual consumers of such utilities or services.

2. **Telephone/Internet Service** Manager will maintain a telephone switchboard and related facilities for telephone service and wireless internet to the Unit, and Owner will not install or permit any other telephone lines in the Unit during the term of the Rental Management Agreement, unless Manager is unable to provide the service. If Manager is unable to provide these services, Owner must provide them through a local vendor at Owner's expense. Manager may install and maintain in the Unit, one or more telephones connected to Manager's telephone switchboard and wireless internet available for occupants of Unit. All long distance and local telephone calls will be charged to the registered occupant of the Unit at the rates determined by Manager in its sole discretion, and will be collected at check-out. Free local calls will be provided to the Unit Owner while Owner is occupying the Unit.

3. **Television Service** Owner agrees that the television(s) in the Unit will be connected to a cable system specified by Manager. Manager may repair or modify such television(s), at Owner's expense, if deemed appropriate by Manager. If Manager is unable to provide television service to the unit, Owner must provide through a local vendor at Owners expense.

4. **Utility and Management Systems** Manager may, at Owner's expense, install, replace or modify various utility or management systems for the Unit, including without limitation security and energy management systems, if deemed appropriate by Manager and approved by a majority of the Units in the Rental Management Program.

5. **Locks and Keys** Units in the Rental Management Program are required to have a keyless lock system with appropriate door, provided by, and installed by Manager at Owner's expense. Should Unit already have a non-keyless lock in place, lock will be replaced, and Manager will store original lock until such time as the Owner decided to dispose of it, or Unit is no longer participating in the Rental Management Program. If Unit is removed from the Rental Management Program, Manager will replace lock/door, if applicable, at Owner's expense.

Exhibit D

Insurance Requirements

Definitions as applied to insurance:

Liability insurance is a part of the general insurance system of risk financing to protect the "insured" from the risks of liabilities imposed by lawsuits and similar claims. It protects the insured in the event he or she is sued for claims that come within the coverage of the insurance policy.

Property insurance is a policy that provides financial reimbursement to the owner of a structure in the event of damage to the structure. Property insurance can include homeowner's insurance, flood insurance and earthquake insurance.

Personal property insurance is the type of insurance that can help protect the items in a home, like furniture.

Management Company Responsibilities

Liability Insurance: Management Company will procure appropriate insurance to cover guest rental activity relating to liabilities of rental guests in Owner's unit, but not damage to personal property of the unit. Management Company will provide documentation of liability insurance to Owners and owners will be named as "additional insured" on such policies.

Management Company shall notify Owner immediately of any incident that occurs as a result of rental guest activity in the Owner's unit that might give rise to a liability claim of which the Management Company has procured the appropriate insurance to cover guest rental activity relating to liability of rental guests in the Owner's unit. Owner's liability, if Owner chooses to carry liability insurance, is subordinate to the Management Company liability insurance

Property Insurance: Trappers Landing Lodge Owners Association provides physical property insurance for all Units in the Association, of which the Owner's pro rata portion shall be Owner's financial responsibility and billed through the Management Company on behalf of the association.

Management Company shall notify Owner immediately of any incident that occurs to the Owner's unit that might give rise to a property insurance claim of which the Owners Association has procured the appropriate insurance to cover property damage. Owner's property insurance, if owner chooses to carry property insurance, is subordinate to the Owners Association property insurance of which the Owner has paid the owner's pro rata portion of their fiscal responsibility.

Management Company shall review insurance coverages and levels every two years.

Whole Owner Responsibilities

Personal Property Insurance: The Owner is solely responsible for acquiring insurance covering the contents of the Unit (personal property). Other than arising from Manager's negligence or fault, Manager shall not be liable for any damage to or destruction of Owner's personal property, including but not limited to damage to furniture, equipment, appliances or any other property used or retained by Owner in the Unit, unless otherwise stated in this agreement. Other than arising from Manager's gross negligence or intentional wrongdoing, Owner agrees that losses and replacement of personal property from theft, vandalism, acts of God and the elements, shall be the sole responsibility of Owner.

Management Company will include in all rental agreements expectations and penalties assessed for damage to property and personal property and will make reasonable effort to collect from the renter in the event the renter has damaged the property or personal property. Collections of those additional fees will be credited

to the Owner and Management Company will replace/repair personal property per agreement with the Owner and invoice the Owner accordingly.

Owner is encouraged, but not required, to also carry insurance on the physical property (building exterior and interior). If Owner and Trappers Landing Lodge Owners Association have separate insurance coverage which covers the same property claim, Owner's Association shall be the primary coverage. Owner's insurance shall be secondary and shall only be used when Owner's Association's insurance does not cover the extent of the damage/claim.

Fractional Owner Responsibilities

For those owners of fractional interests, Owner will, through its membership in the Trapper's Landing Lodge Shared Cabins Owners' Association, shall insure Owner's Unit and the personal property and furnishings located therein against loss or damage by fire and such other risks, as Owner shall determine necessary; Manager shall, upon Manager's notice thereof, notify Owner promptly by telephone call of any losses or possible claims in connection with Owner's Unit. A Fractional Owner shall, through their membership in the Trapper's Landing Lodge Shared Cabins Owners' Association, maintain public liability insurance with a contractual liability endorsement to cover the Unit in the amount of \$4,000,000.00.

2. **Certificates of Insurance** Owner will deliver to Management Company certificates of insurance certifying that (i) the above-described personal property insurance coverages are in full force and effect.

(ii) Management Company will receive at least 30 days advance written notice before any such personal property insurance policy is canceled for any reason, including without limitation any failure by Owner to pay any premium or to renew any insurance policy, and (iii) Manager, will be named as an "Additional Insured" on such policies.

(iv.) Certificates of insurance will be exchanged between Management Company and Owner within 60 days following the execution of the Unit Rental Management Agreement and on an annual basis thereafter. Failure to provide the required insurance coverages with an insurance company reasonably acceptable to Management Company and/or Owner will be considered a material breach of the Unit Rental Management Agreement, and Management Company and/or Owner may, at its option, obtain such insurance coverages at the expense of the party required to carry the first line of insurance or either party can choose to terminate the Unit Rental Management Agreement, or exercise any other rights thereunder.

Exhibit E

Fee, Expenses, Term and Termination

1. Fee

- (a) Rental proceeds shall be divided 50% to Manager and 50% to Owner. This equal split of rental proceeds is first subject to deductions paid by Manager for commissions or fees from travel agents, tour brokers, third party referral companies and central reservation agencies. Rental proceeds do not include monies received by Manager for sales tax, lodging taxes, resort fees, and service charges. Manager will levy an industry standard service charge upon guest rentals to fund guest service programs, entertainment, and additional guest amenities such as maps, games, guest service staff, etc.
- (b) Manager splits the revenue with Owner as stated above, however, Owner is responsible for its share of the following direct charges of housekeeping cleaning, linen cleaning and guest supplies, which are related to Rental Guest stays and Owner stays, based on Owner's ownership in the Unit (Whole or Fractional), as follows:

a. Whole Owner Rental Guest Stay Charges – Per Stay

(Manager bears and covers substantial cleaning costs at Manager's expense for Rental Guest Stays. The fee below charged to Whole Owner represents the Owner's share of cleaning and linens costs for Rental Guest Stays. Whole Owners are charged per Stay.)

Per Rental Guest Stay	Cleaning	Linen & Supply
3BR	\$200	\$25
2BR Upper /1BR Lower	\$120	\$15
1BR Upper Suite	\$60	\$10
1BR Guest Room	\$50	\$10

b. Shared Fractional Owner Guest Rental Charges – Per Day of Guest Rental

(Manager bears and covers substantial cleaning costs at Manager's expense for Rental Guest Stays. The fee below charged to Shared Owner represents the Owner's share of cleaning and linens costs based on Rental Guest Days. Shared Owners are charged per Day, due to multiple Shared Owners often benefiting from the same Rental Guest stay.)

Per Rental Guest Day	Cleaning	Linen & Supply
3BR	\$20	\$5
2BR Upper /1BR Lower	\$12	\$3
1BR Upper Suite	\$6	\$2
1BR Guest Room	\$5	\$2

c. Owner Stay Charges for Whole & Shared Fractional Owner & Guest of Owner Stays

Per Owner Stay	Cleaning	Linen & Supply
3BR	\$200	\$25
2BR Upper /1BR Lower	\$120	\$15
1BR Upper Suite	\$60	\$10
1BR Guest Room	\$50	\$10

Note: Manager will provide minimum net rental revenue to Owner when gross revenue from a Rental Guest Stay is limited due short or discounted Rental Guest stays and use Manager's reasonable discretion to provide Owner with rent revenue while respecting costs of the Rental Guest stay charges.

2. **Term in event of Sale** Owner shall notify the Manager in the event of sale of the property during the term of this agreement. Within 60 days of the closing transaction, the new Owner shall have the option of enrolling in the Rental Program or in terminating the Rental Agreement. In the event of termination of the Rental Agreement, the new Owner agrees to honor all existing reservations in the unit for the following twelve months.

Upon the sale of the Unit, Owner will be required to reach an agreement in writing with the purchaser or other transferee of the Unit regarding the allocation of the Net Payment between such parties; provided, however, that in the absence of any such written agreement, the Net Payment will be allocated between Owner and such purchaser or transferee on a pro rata basis based on the date of actual transfer of possession of the Unit.

3. **Initial Term with Automatic Extensions** This Agreement will continue in full force and effect for a period of two (2) years from the effective date.

The initial term will commence on the effective date and will continue until the second (2nd) anniversary of the effective date. Notwithstanding the foregoing, on an annual basis, the term of this Agreement automatically will be extended for an additional one-year period unless either party notifies the other party in writing at least 30 days prior to the next anniversary of the effective date of this Agreement that it does not wish to so extend the term hereof. In effect, unless either party notifies the other party in writing that it does not wish to extend the term of this Agreement, the term of this Agreement automatically will be extended as a 2-year term. By way of example, if neither party notifies the other party at least 30 days prior to the end of the first Anniversary of the effective date of this Agreement, then the 2-year initial term automatically will be extended for an additional 1-year period, and the same automatic extension of the term will occur in subsequent years during the term of this Agreement (as the same may be extended from time to time).

4. **Termination upon Breach by Manager** If for any reason Manager violates any of the material terms of this Agreement and fails to correct such violation within 60 days after written notice thereof (or, if such violation cannot reasonably be cured within 60 days, fails to commence efforts to correct such violation within such 60 day period), Owner will have the right to terminate this Agreement immediately, in which event Manager will be given an additional 10 days to remove any of Manager's personal property or contents from the Unit.

5. **Termination upon Breach by Owner** If for any reason Owner violates any of the terms of this Agreement and fails to correct such violation within 60 days after written notice thereof, Manager will have the right to terminate this Agreement immediately.