

Listing Services Agreement for Short-Term Rental Properties

This Listing Services Agreement ("Agreement") is entered into as of [Insert Date], by and between [Owner's Full Name or Entity Name], herein referred to as "Owner," and [Your Company Name], herein referred to as "Manager." This Agreement outlines the terms under which the Manager shall provide listing services for the Owner's short-term rental properties located in Scotland. The intent of this Agreement is to ensure both parties understand and agree to the obligations and rights stipulated herein for the effective marketing and listing of the designated properties.

Recitals:

WHEREAS, the Owner possesses the right and authority to lease the property(ies) described herein and desires to engage the Manager to list such property(ies) on StaysIn.co.uk; and

WHEREAS, the Manager is engaged in the business of providing property listing services and has the capability and expertise to market and promote properties through StaysIn.co.uk, specifically for short-term rental purposes and offers additional services including email marketing, SMS marketing, and customized ads within the StaysIn branding; and

WHEREAS, both parties desire to enter into a formal agreement whereby the Manager will provide listing services for the Owner's properties on StaysIn.co.uk in exchange for a commission on the generated rental income;

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

1. Introduction and Definitions

1.1 Parties Involved:

- **1.1.1** "Owner" refers to the individual or entity who owns the property(ies) listed under this agreement for rental purposes.
- **1.1.2** "Manager" refers to [Your Company Name], the entity responsible for the listing and marketing of the property(ies) on StaysIn.co.uk.

1.2 Purpose:

- **1.2.1** This agreement outlines the terms under which the Manager shall offer listing-only services for the Owner's property(ies).
- **1.2.2** The scope of this agreement is limited to listing services, as detailed in Section 2, and does not include full property management services.

1.3 Property(ies):

- **1.3.1** "Property" refers to any real estate or movable accommodation, including but not limited to residential homes, apartments, hotels, bed and breakfasts, and campervans, owned by the Owner and listed by the Manager under this agreement.

- **1.3.2** The specific details of each property, including location, type, and accommodation details, will be annexed to this agreement as Schedule A.

1.4 Term:

- **1.4.1** This agreement commences on the date signed and will continue in effect until terminated by either party as per the terms specified in Section 4.
- **1.4.2** Any modifications or extensions of this agreement must be made in writing and signed by both parties.

2. Listing Services

2.1 Manager's Responsibilities:

- **2.1.1** The Manager agrees to list the Property on StaysIn.co.uk.
- **2.1.2** The Manager will optimize the listing descriptions, photographs, and pricing to attract potential guests and maximize booking opportunities.

2.2 Owner's Responsibilities:

- **2.2.1** The Owner must provide the Manager with all necessary information and access to the Property to facilitate effective listings.
- **2.2.2** The Owner agrees to maintain the Property in a condition that meets the standards published on the StaysIn.co.uk and is welcoming to guests.

2.3 Booking Management:

- **2.3.1** The Manager will oversee the booking process but will not handle guest communication, property maintenance, check-ins, or check-outs unless otherwise specified.
- **2.3.2** All direct communications regarding bookings will be directed to the Owner, or as otherwise specified in a separate addendum to this agreement.

2.4 Financial Arrangements:

- **2.4.1** The Manager will receive a commission of 12% of the total rental income generated from the listings.
- **2.4.2** Payments for each booking will be processed through the StaysIn.co.uk, and the Manager's commission will be deducted before transferring the net amount to the Owner.

2.5 Reporting and Records:

- **2.5.1** The Manager will provide the Owner with monthly reports detailing booking performance, income generated, and commission deducted.
- **2.5.2** Records of all listings and transactions will be maintained by the Manager for a period of 2 years for accounting and regulatory compliance.

3. Compliance and Operational Standards

3. Insurance and Liability:

3.1 Insurance:

- **3.1.1** The Owner must maintain adequate insurance coverage for the Property, including liability insurance and any other insurance required for short-term rental properties.
- **3.1.2** The Owner is solely responsible for insuring the Property and its contents against all risks, including but not limited to damages caused by guests.

3.2 Damage Deposit:

- **3.2.1** The Manager shall collect a damage deposit of £300 from guests at the time of booking to cover potential damages during their stay.
- **3.2.2** This deposit will be held until after the guest's departure and will be returned to the guest within 7 days after checkout, provided no damages are reported by the Owner.

3.3 Owner's Responsibilities for Damages:

- **3.3.1** The Owner is responsible for assessing any damages post-checkout and must communicate any claims against the damage deposit within 5 days of the guest's departure.
- **3.3.2** The Manager is not responsible for any losses, thefts, or damages to the Property or to the Owner's personal property caused by the guests or any third persons.

3.4 Safety and Security:

- **3.4.1** The Owner must ensure that all required safety measures, such as smoke detectors, carbon monoxide detectors, and fire extinguishers, are in place and fully operational.

4. Intellectual Property and Marketing Materials

4.1 Ownership of Materials:

- **4.1.1** All marketing materials produced by the Manager, including photographs, descriptions, and other content related to the Property, remain the intellectual property of the Manager if it's created by the Manager.
- **4.1.2** The Owner grants the Manager a non-exclusive, royalty-free license to use the Property's name, images, and related trademarks for the purpose of marketing and listing the Property.

4.2 Use of Property Images and Descriptions:

- **4.2.1** The Manager agrees to use only the approved images and descriptions provided by the Owner or created by the Manager for the purpose of listing the Property.
- **4.2.2** The Owner has the right to review and approve all materials used to represent the Property before they are made public.

4.3 Marketing Initiatives:

- **4.3.1** The Manager may engage in additional marketing activities to promote the Property, including social media promotions, email marketing, and participation in promotional events.
- **4.4.2** All marketing activities will be conducted within the scope of the StaysIn branding guidelines to ensure consistency and professionalism across all platforms.

4.4 Confidentiality:

- **4.4.1** Both parties agree to maintain the confidentiality of the agreement and any proprietary information exchanged during the term of the agreement.
- **4.4.2** Confidential information does not include information that is publicly known, independently developed, or rightfully received from third parties.

5. Termination of Agreement

5.1 Termination Rights:

- **5.1.1** Either party may terminate this agreement with a written notice of 90 days to the other party.
- **5.1.2** Upon termination, all pending bookings must be honored up to the date of termination unless otherwise agreed upon in writing by both parties.

5.2 Consequences of Termination:

- **5.2.1** Upon termination, the Owner shall pay any outstanding fees owed to the Manager for services rendered up to the date of termination.
- **5.2.2** The Manager must remove all listings and cease all marketing activities related to the Property immediately upon the expiration of the notice period.

5.3 Early Termination:

- **5.3.1** If either party breaches any terms of this agreement, the other party may terminate the agreement immediately upon written notice.
- **5.3.2** In the case of early termination due to breach, the non-breaching party may seek compensation for any direct losses incurred as a result of the breach.

5.4 Termination for Abuse from the Owner:

- **5.4.1** This Agreement shall be terminated immediately upon any act of abuse by the Owner towards any member of the Manager's team.
- **5.4.2 Definition of Abuse:** For the purposes of this Agreement, "abuse" shall include, but is not limited to, the following behaviors:
 - **Verbal abuse**, including yelling, swearing, or making threatening statements.
 - **Intimidation or bullying**, which involves coercive or frightening tactics that undermine, frighten, or belittle another person.
 - **Discrimination or harassment**, which includes any actions, comments, or behaviors that discriminate against or harass individuals based on race, color, religion, sex, national origin, age, disability, or any other status protected by law.
- **5.4.3** The Manager reserves the right to terminate this Agreement without notice should any incidents of abuse occur, and to take any additional legal action deemed necessary to address such behavior.

6. Financial Terms and Conditions

6.1 Commission Structure:

- **6.1.1** The Manager shall receive a commission of 12% of the total rental income generated from the Property's listings, including cleaning fees.
- **6.1.2** Commissions are due within 30 days of the guest's payment to ensure timely fiscal management.

6.2 Payment Release to the Owner:

- **6.2.1** Following guest checkout, the Manager will release the payment to the Owner on the following Thursday.
- **6.2.2** It will take approximately 7 working days from the release date for the Owner to receive the payments. This timeframe accounts for bank processing periods and ensures that all financial transactions are reconciled properly.

6.3 Payment Terms:

- **6.3.1** The Manager will invoice the Owner monthly for commissions due. Payment is required within 15 days of the invoice date.
- **6.3.2** Late payments by the Owner will incur a late fee of 1.5% per month on any overdue amounts.

6.4 Financial Discrepancies:

- **6.4.1** Any discrepancies in payments, commissions, or fees must be reported and resolved within 30 days of the invoice date.
- **6.4.2** Both parties agree to keep accurate records and documentation to support all financial transactions related to the agreement.

7. Dispute Resolution

7.1 Negotiation and Mediation:

- **7.1.1** In the event of any disputes arising from this agreement, the parties will first attempt to resolve the issue through direct negotiation.
- **7.1.2** If negotiation fails, the parties agree to participate in mediation before resorting to litigation.

7.2 Arbitration:

- **7.2.1** Should mediation not resolve the dispute, the parties agree to binding arbitration as the final step in the dispute resolution process.
- **7.2.2** The arbitration will be conducted under the rules of the Scottish Arbitration Centre and the decision of the arbitrator will be final and binding.

7.3 Legal Jurisdiction:

- **7.3.1** This agreement is governed by the laws of Scotland and any legal actions or proceedings related to this agreement shall be exclusively in the courts of Scotland.
- **7.3.2** Both parties consent to the jurisdiction of such courts and agree to accept service of process by mail and hereby waive any jurisdictional or venue defenses otherwise available.

8. Miscellaneous Provisions

8.1 Amendments and Modifications:

- **8.1.1** This agreement may only be amended or modified in writing, signed by both parties.
- **8.1.2** Any oral representations or modifications concerning this agreement shall be of no force or effect.

8.2 Waiver:

- **8.2.1** The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this agreement.

- **8.2.2** Failure by any party to insist on strict compliance with any of the terms, covenants, or conditions of this agreement shall not be deemed a waiver of that term, covenant, or condition nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

8.3 Severability:

- **8.3.1** If any part of this agreement is found to be invalid or unenforceable, that part will be amended to achieve as closely as possible the same effect as the original provision and the remainder of the agreement will remain in full force.
- **8.3.2** This provision enables the continuation of the agreement even if parts need to be modified due to legal requirements or court orders.

8.4 Assignment:

- **8.4.1** Neither party may assign or delegate their rights or obligations under this agreement without prior written consent from the other party.
- **8.4.2** Any unauthorized assignment will be deemed null and void.

9. General Conditions

9.1 Notices:

- **9.1.1** Any notices or communication under this agreement must be in writing, sent via email or registered mail to the address specified at the signing of this agreement.
- **9.1.2** Notice will be deemed received when it is sent (for emails) or on the date of the postmark (for mailed notices).

9.2 Entire Agreement:

- **9.2.1** This agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements and understandings, both written and oral, between the parties.
- **9.2.2** Any modifications to this agreement must be made in writing and signed by both parties.

9.3 Confidentiality:

- **9.3.1** Both parties shall maintain the confidentiality of the information obtained during the agreement unless required by law to disclose it.
- **9.3.2** This confidentiality obligation will survive the termination of this agreement.

9.4 Counterparts:

- **9.4.1** This agreement may be executed in counterparts, each of which is deemed to be an original, and all of which taken together shall constitute one and the same agreement.
- **9.4.2** This is particularly useful when parties are located in different jurisdictions and signing physically is not feasible.

10. Final Declarations

10.1 Acceptance of Terms:

- **10.1.1** By signing this agreement, each party warrants that they fully understand and agree to the terms set forth.
- **10.1.2** Each party acknowledges that they have had the opportunity to consult with legal counsel concerning the terms of this agreement.

10.2 Signatory Authority:

- **10.2.1** Each person signing this agreement on behalf of a party warrants that they have the authority to do so and to bind the respective party to the terms of this agreement.
- **10.2.2** This ensures the enforceability of the agreement against each party.

[The rest of this page is left blank on purpose, Signature page follows]

11. Signatures

This agreement is executed by the parties on the respective dates written below, with the intent to be legally bound by the terms herein.

For the Owner:

Name: _____
Title: _____
Date: _____
Signature: _____

For the Manager (Your Company Name):

Name: _____
Title: _____

Date: _____

Signature: _____