EDIT PDF You can edit this PDF for free with Jotform.

Hotel Management Agreement

This **Hotel Management Agreement** ("***Agreement***" hereinafter) has been signed by and between the parties below;

Owner

Manager

WHEREAS the Owner owns and operates the hotel " ", located at

("***Hotel***" hereinafter),

WHEREAS the Manager has expertise in hotel management and desires to manage the Hotel on behalf of the Owner,

NOW, THEREFORE, the parties agrees as follows;

1. Appointment of Manager

The Owner hereby appoint the Manager to operate, manage and administer the Hotel, and the Manager agrees such appointment under the term and conditions of this Agreement.

This appointment does not mean granting any property rights or limited real rights to the Manager. The Owner's property right continues to be full and unlimited.

2. Scope of Management

Under this Agreement, the Manager shall provide management services set forth below;

- **Operations Management** - Maintenence of buildings and equipment, security and safety management for guests and staff, front desk operations, reservation management, housekeeping services, food and beverage operations, restaurant and catering services

- **Financial Management** - Budgeting and financial planning, revenue forecasting, expense management, optimizing the revenue, partnership with travel agencies

- **Sales and Marketing Operations** - Implementation of marketing strategies, attract the guests, social media marketing, website optimization, reputation management, monitoring and responding to guest reviews on online platforms

- **Guest Experience Enhancement** - Customer service and guest relations, quality assurance program and regular inspections, guest royalty programms, providing assistance with transportation

- **Human Resources Management** - Employing high qualified staff, performance management, compliance with applicable labor law and industry standards

- **Maintenance of Software Systems** - Implementation and management of hotel management software systems for reservations, property management, and accounting, integration of technology solutions to improve customer experience

3. Term of Agreement

The initial term of this Agreement shall be _____ years, commencing on _____ and ending on _____, unless terminated earlier as provided herein. The Agreement may be renewed for additional terms upon mutual agreement of the parties.

4. Compensation

The Manager agrees to pay Owner a fee equal to _____ of the Hotel's gross revenue, calculated on an annual basis. The management fee shall be payable within _____ days of the end of each fiscal year.

Gross revenue shall include all revenue generated by the Hotel from all sources, including but not limited to room revenue, food and beverage revenue, catering revenue, and other ancillary revenue streams, before any deductions or adjustments. Manager shall be responsible for all costs and expenses associated with the management and operation of the Hotel, including salaries, wages, benefits, utilities, supplies, marketing expenses, and other operating expenses.

The Owner shall have the right to audit Manager's records and accounts relating to the calculation and payment of the management fee upon reasonable notice and during normal business hours.

5. Termination

Either party may terminate this Agreement for no reason upon _____ days' prior written notice to the other party. In the event of such termination, the Manager shall pay Owner all fees accrued up to the effective date of termination.

Either party may terminate this Agreement immediately upon written notice to the other party in the event of a material breach of any provision of this Agreement by the other party, if such breach remains uncured for a period of _____ days after written notice of such breach. In such a case, the Manager will release the Hotel within _____ .

Termination of this Agreement shall be without prejudice to any rights or remedies that either party may have against the other party under this Agreement, at law, or in equity, including the right to seek damages for breach of Agreement.

6. Personnel

The Manager cannot terminate the contract of the current staff based on this Agreement. All labor receivables of existing personnel are paid by the Manager when due.

The Manager shall be responsible for recruiting, hiring, training, supervising, and managing all personnel necessary for the operation of the Hotel. Manager shall ensure that all personnel hired for the Hotel possess the necessary qualifications, skills, and experience to perform their duties effectively and in accordance with industry standards.

The Manager shall comply with all applicable federal, state, and local labor laws, regulations, and ordinances governing employment practices, including but not limited to minimum wage, overtime pay, and employee benefits. Manager shall ensure that all personnel policies and practices are administered in a non-discriminatory manner and in compliance with applicable anti-discrimination laws.

7. Insurance

The Manager shall maintain comprehensive general liability insurance coverage with limits of not less than _____ per occurrence, covering claims for bodily injury, property damage, and personal injury arising out of or in connection with the management of the Hotel. The Manager shall also maintain workers' compensation insurance coverage as required by law to cover claims for work-related injuries or illnesses suffered by employees of the Hotel.

8. Miscellaneous

Entire Agreement - This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

Modification - Any modification or amendment to this Agreement shall be effective only if it is in writing and signed by both parties.

Severability - If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Assignment - Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement to a successor-in-interest in connection with a merger, acquisition, or sale of all or substantially all of its assets.

Notifications - Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, postage prepaid, or by recognized courier service, to the addresses set forth in the first page of this Agreement.

Governing Law and Jurisdiction - This Agreement shall be governed by and construed in accordance with the applicable laws of _____. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of _____.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of the last signature below, intending to be legally bound hereby.

Owner

Name

Date

Signature

Manager

Name

Date

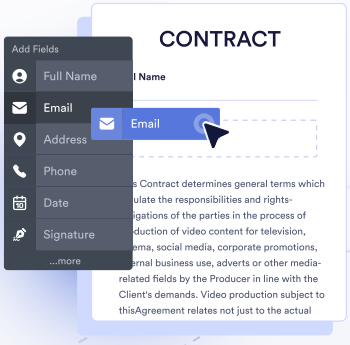
Signature

Thanks for using Hotel Management Agreement! To edit this PDF with Jotform Sign, sign up for a free Jotform account today.

EDIT PDF

Learn More About Jotform PDF Products

Jotform offers powerful PDF solutions. Check them out below.



JOTFORM **PDF EDITOR**

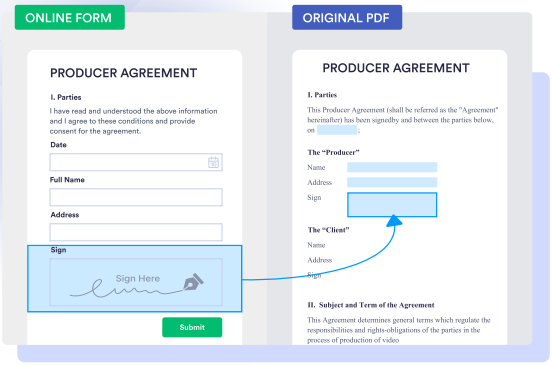
Turn form submissions into PDFs automatically — ready to download or save for your records.

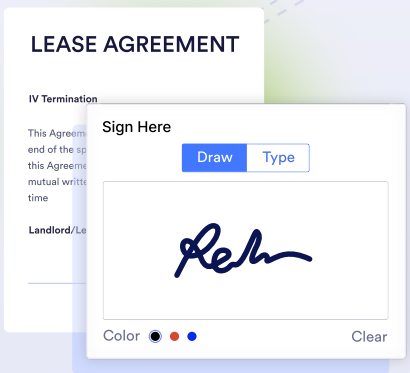
Go to PDF Editor ›

SMART **PDF FORMS**

Convert your PDF files into online forms that are easy to fill out on any device.

Go to Smart PDF Forms ›





JOTFORM **SIGN**

Collect e-signatures with Jotform Sign to automate your signing process.

Go to Jotform Sign ›

These templates are suggested forms only. If you're using a form as a contract, or to gather personal (or personal health) info, or for some other purpose with legal implications, we recommend that you do your homework to ensure you are complying with applicable laws and that you consult an attorney before relying on any particular form.