

CoHost King Rental Management Agreement

(the "Effective Date") between CoHost King, and ("Owner"). Owner means the owner, any holder of legal or equitable title to the property, their heirs, successors, assigns or agents.
is engaged in the business of renting short term vacation rental properties, and Owner owns certain real property that is suitable for rental as a short term and/or vacation rental property. CoHost King and Owner have agreed that CoHost King will provide certain shor term rental services to Owner, all upon the terms and conditions set forth herein.
NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:
1. Agreement Summary. The following is a summary of the parties and property that is subject to this
1.1 Agreement:
1.2 Owner:
1.3 Owner address:
1.4 Owner Telephone and Email:
1.5 Property address:
1.6 Property manager:
1.7 Property manager address:
1.7 Property manager address:
Management Authority.

2. Contract Duration

- **2.1** This agreement is on a month to month basis. After completion of our preparation process the listing will go live and the property will be available for short term rentals.
- 3. Property Manager's Responsibilities:
- **3.1 Guest Administration:** Property Manager will, in its sole and absolute discretion, advertise and offer the Property for rent based on dynamic pricing research and current market rates, operate and oversee reservation and registration activities with respect to the Property, including software, administration and staffing in order to provide appropriate arrival, departure and associated service to Guests.
- **3.2 Payment Collection:** Property Manager shall use its reasonable business efforts (which does not include the expenditure of funds or the initiation of legal proceedings) to collect and enforce the collection of all rentals and other charges due to Owner from Guests of the Property. However, Property Manager shall not be liable to Owner for rental or other proceeds which cannot be collected for any reason, including but not limited to, "bounced" checks, credit card "charge backs" or fraud.



- **3.3 Records:** Property Manager shall maintain accurate records of all funds received and disbursed in connection with rental and management of Property. Property Manager shall also render to Owner a monthly statement on or before the 5th day of each month showing all such receipts and disbursements.
- **3.4 Inspections:** Property Manager may, but is not required to, perform inspections of the property. Owner will be notified of any necessary repairs and improvements.
- **3.5 Remote Lock**: Property Manager will install and set up a Remote Lock on all rental properties. At all times, this lock will be owned and maintained by Property Manager while under Management Agreement.
- **3.6 Accidental Damage:** Normal wear-and-tear, as well as theft, is not covered by insurance. Property Manager is not responsible for any such damages. For any stays of 30 days or more, guests will be required to obtain additional accidental damage insurance or pay a security deposit for the remaining term.

4. Owner's responsibilities:

- **4.1 Maintenance:** Owner shall be responsible for all costs and expenses associated with maintaining the Property (including all furnishings, appliances, heating/air conditioning equipment, plumbing and electrical systems) in good, clean working condition. Failure by Owner to make or approve any item of maintenance, replacement or repair recommended by Property Manager within seven (7) days shall constitute a default by Owner of this Agreement. Property Manager's services under this Agreement are for procurement and management of rentals of the property only. Property Manager is not responsible to Owner for home security, maintenance, storm preparations, winterization or other services not covered in this Agreement.
- **4.2 Furnishings:** Property must contain furnishings of high quality, style and utility which are consistent with other accommodations being offered for rental in the general vicinity of the Property. Such furnishings shall include, but not be limited to, appropriate furniture in each room to accommodate the number of Guests which the Property sleeps, and the appropriate amenities (dishes, silverware, glassware, cooking utensils, pillows, blankets, etc.). A list of required furnishings and amenities will be provided.
- **4.3 Replacing Furnishings:** Due to normal wear and tear, Owner will need to replace the following items as deemed necessary by Property Manager: Bedspreads, comforters, pillows, mattress pads, BBQ pits, shower curtains, window coverings, rugs and kitchen inventory. Carpets must be professionally steam cleaned regularly or as requested by Property Manager.
- **4.4 Insurance:** Owner shall purchase and maintain during the term of this agreement, a comprehensive public liability insurance policy for personal injury, bodily injury, or personal damage or all combined, an adequate insurance (or replacement value basis if obtainable) of contents, furniture, fixtures and equipment contained in the unit to protect



Owner from theft and other casualties. Owner shall also maintain standard property insurance on the Rental Properties structure. Owner shall deliver to Property Manager a certificate of insurance indicating liability limits and coverage each year. On the House Properties DBA CoHost King shall be listed as Additional Insured for liability purposes.

4.5 Communication: Your CoHost King team will be contacting you via phone and email. In order to provide the highest quality service possible we ask that your correspondence with our team be prompt. Please check your email often, as you will receive emails with info related to billing, guests and more.

5. Fees

- **5.1 Compensation:** Owner agrees to pay set up fee corresponding to the package of their choice and 20% of all rents collected as a property management fee for the services provided within the scope of this contract. Both parties have agreed on this rate. Gross Revenue shall be determined on a cash basis. The management fee shall be paid promptly, in arrears, within 30 days of Owner's receipt of the invoice thereof, which invoice shall be sent from manager to owner following the end of each calendar month.
- **5.2 Reserve fund:** The Owner will provide Property Manager with a \$1,000 reserve fund to be used for day-to-day operations and maintenance fees. In case of an emergency, Property Manager may make expenditures on behalf of Owner that Property Manager deems necessary to preserve the Property and prevent further damage.
- **5.3 Annual Linen Fee:** (Property Manager Business Name) has an annual linen fee that will allow Property Manager to supply the appropriate linens and towels to ensure we meet the expectations of our guests and the current standards of the industry. In the event cleaning services are employed that do not provide linens, Property Manager will collect this fee.
- **5.4 Out of Scope Payments:** Should any out-of-scope payments need to be added to any monthly invoice, the amount agreed upon by both Parties will be added to one of the amounts above. The payment deadline for each monthly invoice is the last day of the current month.
- **5.5 Extra Charges:** If you choose to stay in the home during an availability period, Host will clean the property for you after your stay and charge you the costs of the cleaning unless told otherwise. Any emergency runner services will be charged at \$50 an hour. Extra maintenance services will be charged separately but only if you ask Host to book these for you.

6. Reporting

See section 3, subsection 3.3.

7. Contract Termination:

7.1 Termination notice: If either one of the Parties wants to terminate this Contract, a 30 days notice is required. For example, to terminate the Contract on June 1st, a Party would have to provide notice on May 1st.



- **7.2 Termination reason:** A contract termination reason should be communicated with the contact information.
- **7.3 Early Termination Fee:** If either Party terminates the Contract without prior notice, an early termination fee of \$250 becomes payable by the Party.

In witness whereof the Property Manager and the Owner have entered into this Contract on the date first indicated above.

8. Liability and Other

- **8.1** The Owner shall indemnify and hold Property Manager harmless from all damages suits in connection with the management of the Property and from liability from injury suffered by any employee or other person whomsoever, and to carry, at Owner's expense, necessary public liability insurance in such an amount as to be adequate to protect the interests of the parties hereto, which policies shall be so written as to protect the Property Manager in the same manner and to the same extent they protect the LESSOR, and will name the Property Manager as co-insured. The Property Manager also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which it may do or refrain from doing hereinafter, except in cases of willful misconduct or gross negligence.
- 8.2 You understand and agree that CoHost King does not act as an insurer and that you shall obtain the appropriate insurance for the Property and its contents.
- 8.3 We will not be liable for the provision of services by third parties including any other maintenance or repair service we book on your behalf. We will ensure that we take reasonable care and skill in selecting any third party suppliers.
- 8.4 We will not be liable to you or deemed to be in breach of this agreement by reason of any delay in performing or failure to perform, any of our obligations if the delay or failure was due to any cause beyond our reasonable control such as shortages, severe weather, power or utility cut-offs, burglary, natural disaster, strikes, governmental action, terrorism, war, civil unrest or any other similar occurrences
- 8.5 Notwithstanding anything to the contrary herein, subject to any exceptions set forth in applicable law, our liability for all losses, damages, and other liabilities arising out of this agreement will be limited to the cost of obtaining replacement services or the average one month's fee for our services, whichever is the higher amount.

9. Property Maintenance and Expenses

- 9.1 You agree that you shall be primarily responsible for the maintenance and upkeep of the property and shall ensure that the property is in good condition for Guests' use.
- 9.2 You agree and acknowledge there will be some degree of normal wear and tear of the property due to Guest Use and that you shall be responsible for making good such wear and tear.
- 9.3 Ensuring positive guest reviews requires urgent attention to maintenance requirements. You authorize CoHost King to incur expenses of up to \$500 on your behalf to conduct any emergency repairs or maintenance works or take such action which CoHost King believes are



reasonably necessary to secure a good review from a Guest.

10. Miscellaneous

- **10.1** Both parties warrant that they have the power to enter into this agreement and have obtained all necessary approvals to do so.
- **10.2** Each party acknowledges that these documents contain the whole agreement between the parties hereto and that it has not relied upon any oral or written representations made to it by the other or its employees or agents. Nothing in this clause shall limit or exclude any liability for fraud.
- **10.3** The parties agree that this agreement is fair and reasonable. However, if any provision of this agreement is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording was deleted, then such provision shall apply with such deletions as may be necessary to make it valid and the remaining provisions shall remain in full force and effect, and this agreement shall be enforced in such manner as carried out as closely as possible the intent of the parties hereto.
- **10.4** No failure or delay by us in exercising any right or remedy provided by law or under this agreement and no single or partial exercise of any such right or remedy shall impair the right or remedy, or operate as a waiver or variation of it, or preclude its exercise at any subsequent time.
- **10.5** This agreement and any non-contractual rights or obligations arising from or in connection with this agreement shall be governed by and construed in accordance with the laws of the United States of America. You agree, as we do, to submit to the exclusive jurisdiction of the USA courts.

Appendix A: Excluded Services

CoHost King does not provide the following services as part of this agreement:

- 1. Deep cleans including sofa, carpet or other upholstery cleanings
- 2. Coordinating structural or major repairs or maintenance works on the property
- 3. External Window Washing
- 4. Furniture Treatment
- 5. Animal Waste Removal
- 6. Gardening, Garden Shed cleaning, Patio cleaning
- 7. Mold and/or Bio-Hazardous substance removal
- 8. Industrial cleaning
- 9. Lifting Heavy Furniture
- 10. Cleaning surfaces above arms reach
- 11. Cleaning of heavily soiled areas
- 12. Extermination (insects, etc.)
- 13. Yard work or Garage cleaning

Property Manager Company: (Signature)



Printed name:

Date:

Owner: (Signature)

Printed name:

Date: