

VACATION RENTAL CO-HOST MANAGEMENT SERVICES AGREEMENT

This Vacation Rental Co-Host Management Services Agreement ("Agreement") is made for the

by and between Riba Management Collective LLC dba Tahoe Co-Host Collective ("Co-Host"), at 1184 Lauren Place, San Marcos CA 92078 and

(Owner's Full Name) ("Owner")

at

(Owner's Primary Address).

1. APPOINTMENT OF VACATION RENTAL CO-HOST

As of the _____,

subject to the terms of this Agreement, Owner hereby appoints Co-Host as exclusive vacation rental Co-Host with respect to the following property(ies) ("Property"):

Property Address(es):

2. VACATION RENTAL CO-HOST ACCEPTANCE

Subject to the terms and conditions of this Agreement, Co-Host agrees to perform Co-Hosting services as set forth in this Agreement.

3. CO-HOST RESPONSIBILITIES

- a. Under this Agreement, Co-Host agrees to perform to the best of its abilities the following:
 1. Create and manage listings under Owner's Airbnb and/or VRBO accounts.
 2. Handle all guest inquiries and reservations communication.
 3. Audit the Property at least two times a month (as rental schedule allows).
 4. Co-Host will attempt to resolve minor guest experience issues (eg. WiFi or Cable TV not working, gas fireplaces not turning on, home thermostats not working, power out, etc.) during the two-hour Property audit timeframe (see Section 4h for compensation information beyond the Property audit timeframe).
 5. Communicate with the Owner's cleaning vendor the schedule of guest reservations and

Owner stays (home and/or hot tub).

6. Coordinate with third-party vendors offering Co-Host and Owner with additional services.
7. Assist Owner in scheduling third party vendors at the Property (eg. maintenance work).
8. Property marketing.
9. Co-Host will provide third-party recommendations but will not be held responsible if one is not available for service in question.

b. Under this Agreement, Co-Host does not perform the following responsibilities:

1. Co-Host is not the Owner's licensed property manager (see Section 7).
2. Co-Host is not the Owner's licensed real estate agent.
3. Co-Host will not clean Property.
4. Co-Host will not make any repairs to the Property.
5. Co-Host will not be held responsible for third-party vendors' services and charges.
6. Co-Host will not be the local contact for short term rental regulations compliance (see Section 4f).

4. COMPENSATION AND FEES

a. Owner shall pay Co-Host an onboarding fee of \$300 within the first thirty (30 days) after the Agreement is signed. Onboarding fee will cover, but is not limited to, the initial in-depth audits, supply inventory, printing and lamination of required house manuals, signage, etc. Co-Host will invoice Owner at the date of the Agreement being signed and payment will be due within thirty (30) days.

b. For every short-term vacation rental (30 nights or less) of the Property for which Co-Host provides services, Owner shall pay Co-Host a management fee of **19%** of the "owner's net payout" of the reservation.

1. The owner's net payout is calculated by:
Owner Gross Payout (booking platform payout to Owner)
minus the net Cleaning Fee
minus the net Safely insurance reimbursement
minus the net Property Audit Fee reimbursement
minus the collected tax amount
2. Refunds or guest credits will not reduce owner net payout for purposes of management fee calculation.

c. For every long-term vacation rental (31 nights or more) of the Property for which Co-Host provides services, Owner shall pay Co-Host a management fee of **12 %** of the "owner's net payout" of the reservation.

1. The owner's net payout is calculated by:
Owner Gross Payout (booking platform payout to Owner)
minus the net Cleaning Fee
minus the net Property Audit Fee reimbursement
2. Refunds or guest credits will not reduce owner net payout for purposes of management fee calculation.

d. Co-Host will invoice Owner by the 5th day of the month for the previous month's management

fees. Invoice payments are due and payable within fifteen (15) days of the invoice date. After the 15th day, Owner will incur a \$25 late fee. If invoice is not paid within thirty (30) days of the invoice date, Owner will incur an increased late fee of \$50. Accumulated late fees will be added to the following month's invoice for payment by Owner. In addition, Co-Host, at its sole discretion, may immediately suspend its services if Owner fails to pay Co-Host within 30 days of the invoice date. Any suspension by Co-Host of its services under this Section shall not excuse Owner from Owner's obligation to make all accrued payment(s) in full under the Agreement.

e. Co-Host provides Safely vacation rental insurance for every reservation up to 29 nights - paid for by the guest directly to Owner through the booking platform. The SafelyStay, Inc. Trust and Safety Fee includes up to \$10,000 of accidental coverage for contents damage and up to \$100,000 coverage for accidental property damage and bodily injury, if the fee has been paid. Complete terms regarding the Trust and Safety coverage can be found at <https://go.safely.com/tahoecohostcollective/>.

1. (if initialed) Owner **OPTS IN** and wants Co-Host to add Safely vacation rental insurance to any reservation up to 29 nights. Owner shall reimburse Co-Host in the amount of \$79 per reservation (minus booking platform's service fee). Reimbursement fee will be included in Owner's monthly invoice. Owner will not hold Co-Host responsible or liable for any damages, extra charges, etc. not covered by Safely.
 - a. If Owner does not opt in to using Safely vacation rental insurance, all damage claims, extra charges, etc. will have to be submitted to the guest through the booking platform. The booking platform has sole discretion whether Owner is reimbursed by the guest or by the booking platform and for how much. Owner will not hold Co-Host responsible or liable for any damages, extra charges, etc. not covered by the guest or the booking platform.

f. Co-Host will add a Property Audit Fee of \$25 to every reservation to be paid by the guest directly to Owner through the booking platform. Owner shall reimburse Co-Host in the amount of \$25 per reservation (minus booking platform's service fee). Reimbursement fee will be included in Owner's monthly invoice. Owner understands that the Property Audit Fee does not guarantee Co-Host will inspect the home before and/or after every guest. Property Audit Fee is not refundable if home is not inspected.

g. Co-Host cannot be listed as the local contact for short-term rental permit compliance. Owner acknowledges Co-Host provides support and services Monday - Sunday during the business hours of 8am - 9pm. If Owner does not have a local contact for short-term rental regulations compliance, Co-Host reserves the right to discontinue services set forth in this Agreement and Owner shall pay owed percentage of management fees for any future bookings secured by Co-Host prior to the termination date (see Section 3 for more information on termination compensation).

1. If Owner does not have a local contact, Co-Host can set up Owner through ManageHome's ManageLocal service - a 24/7 local contact for short-term rental regulations compliance. ManageHome's ManageLocal fee is \$395/year to be paid by Co-Host and reimbursed by Owner.

a.

(Owner's STR Permit Local Contact Name OR ManageHome via Co-Host).

h. If Owner requests that Co-Host perform services not included in this Agreement, a fee shall be agreed upon in writing by both Parties prior to the services being performed.

1. MINOR GUEST EXPERIENCE ISSUE(S) IN THE HOME Co-Host will attempt to resolve minor guest experience issues (eg. WiFi or Cable TV not working, gas fireplaces not turning on, home thermostats not working, power out, etc.) during the two-hour audit timeframe. If the issue cannot be resolved during the two-hour audit timeframe, Co-Host will contact Owner for approval of a fee to stay at the Property and help resolve the issue or assist in coordinating another resolution.

2. If Owner requests Co-Host to make a one-off trip to the Property (eg. to turn off water during a power outage, to drop off a delivery that cannot wait for the next audit of the Property, etc.), Co-Host will charge Owner \$50/hour including travel to/from and time at the Property.

i. Co-Host may perform any of Co-Host's duties listed herein, and may obtain necessary products and services through affiliated companies or organizations in which Co-Host has an interest. Co-Host may receive fees, commissions, profits or other compensation from these affiliated companies or organizations.

5. EXTENUATING CIRCUMSTANCES AFFECTING GUEST RESERVATIONS

In the case of extenuating circumstances, including, but not limited to road closures and other unsafe/uncomfortable conditions for guests, Co-Host will work with guests and Owner to reach a favorable solution. Owner and Co-Host will come to an agreement on what the favorable solution to be offered is during the onboarding period.

6. TERM AND TERMINATION

a. The initial term of this Agreement is ninety days from the Effective Date (the "Initial Term"). Thereafter, this Agreement shall be deemed to be automatically extended, upon the same terms and conditions, for successive periods of one month, unless either party provides written notice of its intention not to extend the term at least 30 days prior to the end of the Initial Term or one-month extension thereof. If either party breaches a material term of the Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Agreement.

Upon termination of this agreement, Owner shall pay Co-Host 35% of all management fees for any future bookings secured by Co-Host prior to/after the termination date.

b. If this Agreement is terminated for any reason within the first ninety (90) days of the Initial Term, Owner shall pay Co-Host a termination fee of \$300 for completed work, including but not limited to: listings creation, content creation, microsite creation, vendor selection, staging, and property walkthroughs. Co-Host will invoice Owner at the date of termination and payment will be due within 15 days.

c. Co-Host will return all keys, copies of keys, and any other items related to the property within 30 days of termination.

7. CO-HOST IS NOT A PROPERTY MANAGER

Owner hereby acknowledges that Co-Host is not a licensed Property Manager and that Co-Host is not a licensed Leasing or Real Estate agent. This is not a property management agreement, and Co-Host is not undertaking to engage in the physical, administrative or financial maintenance or management of the Property, or the supervision of such activities for a fee, commission or other compensation or valuable consideration, pursuant to a property management agreement. Additionally, Co-Host shall not advance Co-Host's own funds in connection with the Property or this Agreement.

8. AUTHORITY AND POWERS

Owner grants Co-Host the authority and power, at Owner's expense, to:

a. Advertising: Assist Owner in enhancing marketing efforts, including, but not limited to, updating the Property's descriptions and photographs on vacation rental booking platforms, social media, websites and local listings;

b. Communication: Communicate with users and prospective renters originating from vacation rental booking platforms regarding the details of potential reservations and those which are ultimately booked.

c. Service Providers & Third-Party Vendors: Refer Owner to, and facilitate Owner's communication with, service providers and third-party vendors who can make repairs, improvements, alterations and decorations to the Property per the Owner's request;

d. (if initialed) Hosting Supplies: Co-Host is authorized to make necessary hosting supply purchases (eg. toilet paper, paper towels, tissues, batteries, dish soap, dishwasher soap, laundry soap, shampoo, body wash, ice melt, etc.) to stock the Property in order to sustain one month of usage without Owner's permission, but shall obtain written approval of Owner for all expenditures over \$200 for any one item.

9. OWNER RESPONSIBILITIES

a. Provide all documentation, records and disclosures as required by Co-Host, and immediately

notify Co-Host if Owner becomes aware of any change to such documentation, records or disclosures, or any other matter affecting the habitability of the Property.

b. Make all final decisions regarding maintenance upkeep of the Property.

c. Contract directly with renters who seek to lease the Property outside of the Airbnb or VRBO platforms with the understanding that Co-Host is not a leasing agent. Co-Host is available to assist Owner in the rental process and agreement creation. Co-Host shall receive the agreed upon management fee as detailed in Section 6.

d. Maintain the Property in a condition fit for human habitation as required by California Civil Code 1941 and 1941.1, Health and Safety Code 17920.3 and 17920.10 and/or NRS 118A.290 and other applicable law.

1. Pest control: Owner is responsible for contracted pest control management services. Owner must provide written confirmation or a copy of the services contract to Co-Host at the time of the Agreement being signed. If Owner does not have or does not retain contracted pest control management services and pest control becomes a consistent issue at the Property, Co-Host reserves the right to close calendars at the Property (therefore not accepting any reservations) until a service plan is in place.

e. Secure, and timely pay applicable service providers for the following services:

1. Snow removal (plowing): Owner is responsible for hiring and paying for snow removal plowing services for driveways (if applicable). Snow plowing/removal services must be in place by the 1st day of November each year for the upcoming winter season. Owner must provide written confirmation or a copy of the services contract to Co-Host by the 1st day of November each year for the upcoming winter season.
 - a. If Owner does not contract snow removal plowing services, Owner will be responsible for all coordination and communication with third-party vendors as needed. Co-Host will not be responsible for snow removal coordination and communication with third-party vendors.
2. Snow shoveling: Owner is responsible for hiring and paying for snow shoveling services (either on-demand or on a schedule based on storms) (if applicable). Snow shoveling services must be in place by the 1st day of November each year for the upcoming winter season. Owner must provide written confirmation or a copy of the services contract to Co-Host by the 1st day of November each year for the upcoming winter season.
 - a. If Owner does not contract snow shoveling services, either
 - i. Owner will be responsible for all coordination and communication with third-party vendors as requested by Co-Host, or
 - ii. Co-Host will coordinate with a third-party vendor and Owner will not hold Co-Host liable for the quality of third-party vendor's work or their charges.

f. If Co-Host determines professional photography of the Property is needed during the Onboarding process or at any time during term for marketing purposes, Owner shall make arrangements with a photographer within 30 days of the initial request from Co-Host. If needed, Co-Host can provide photographer recommendations.

g. Owner will install and authorize the use of a key safe/lockbox or electronic key to enter the property.

h. Owner will install and authorize the use of a backup key safe/lockbox to enter the property if the primary access method is unavailable.

i. Owner shall provide Co-Host with dates for maintenance blocks and personal stays the Property is not available for guest rental as soon as possible.

1. If Owner chooses to cancel an existing guest reservation for a maintenance block or personal stay, Owner shall pay Co-Host 50% of the canceled reservation's management fee that would have been owed if not canceled.

J. If Owner provides propane for BBQs and/or fire pits in the summer months, Owner will provide at least 1 backup tank per item at the Property.

k. If Owner provides firewood, it is Owner's responsibility to ensure an adequate supply for guests.

l. Owner will add Co-Host as an authorized user to the garbage & recycling utility account in order for Co-Host to schedule additional trash pickups as needed within 30 thirty days of management agreement signing.

m. If Property is on a propane tank, Owner will be responsible for maintaining tank at or above 30%. If Co-Host finds propane tank to be at or below 30%, Co-Host reserves the right to terminate this Agreement unless a confirmed refill plan is provided to Co-Host by Owner. Owner shall pay Co-Host 35% of all management fees for any future bookings secured by Co-Host prior to the termination date due to mismanagement of the home's property tank.

10. OWNER REPRESENTATIONS, WARRANTIES AND COVENANTS

Owner represents, warrants and covenants as follows:

a. Any and all residential unit(s) on the Property contain all permits and government approvals needed to lawfully lease/rent any such unit as a vacation rental and Owner shall comply with all federal, state, and local authorities requiring delivery of reports or notices and/or signs or notices.

b. Owner shall maintain at its sole cost and in adequate amounts such insurance as will fully protect Co-Host from any and all claims of whatever kind or nature for damaged property or for personal injury, including death, that may arise from operations related to this Agreement either by Co-Host, any subcontractor, or by anyone directly or indirectly engaged or employed by Owner. Owner agrees to provide Co-Host with proof evidencing the required coverage.

c. The Property is offered in compliance with federal, state, and local anti-discrimination laws.

11. TAX WITHHOLDING

Owner agrees to report and pay all required Transient Occupancy Tax (TOT) and local taxes/assessments applicable as required by the City, State, and County the Property resides in. Co-Host will provide best effort to collect and report TOT and local tax/assessment amounts to Owner. Co-Host is not responsible or held liable for discrepancies in collected tax amounts by the booking platform.

12. CO-HOST ASSUMES NO LIABILITY

Co-Host assumes no liability whatsoever for any acts or omissions of the Owner, or any previous owners of the Property, or any current or previous management or other agent of either. Co-Host assumes no liability for any failure or default by any guests in the payment of any vacation rental fees or other charges due to Owner or in the performance of any obligations owed by any guests to Owner pursuant to any stay. Nor does Co-Host assume any liability for violations of environmental or other regulations. Owner shall promptly cure any regulatory violations or hazards that are brought to Owner's attention by Co-Host or otherwise.

13. INDEMNIFICATION

Owner and Co-Host mutually agree to indemnify and hold harmless any Party and each, every and all of its insurers, members, managers, employees, contractors, agents, representatives, heirs, successors and assigns harmless from and against the aggregate of all expenses, losses, costs, deficiencies, liabilities and damages (including, without limitation, related legal fees and expenses) incurred or suffered by such indemnified parties resulting from or arising out of: (a) any breach of any of the representations, warranties, or covenants made by any Party in this Agreement; (b) injury or death of any person, or damage to, or loss of, any real or personal property of any person, including any Party, resulting from any action or omission constituting negligence or breach of statutory duty by any Party or any of any Party's employees or representatives; (c) any repairs to the Property performed or to be performed by any Party or any Party's service providers; or (d) any incorrect or incomplete information supplied by any Party, or from any material facts that any Party knows but fails to disclose including dangerous or hidden conditions on the Property.

14. FORCE MAJEURE

The Parties shall not be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; pandemic; or other event outside the reasonable control of the obligated party. Each of the parties will use reasonable efforts to mitigate the effect of a force majeure event. If such an event continues for more than 30 days, either of the parties may cancel unperformed Services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Owner's obligation to pay for the Co-Host's services.

15. DISPUTE RESOLUTION

Owner and Co-Host agree to mediate any dispute or claim related to this Agreement or any resulting transaction before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commenced an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

16. GOVERNING LAW, JURISDICTION AND WAIVER OF VENUE

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of California regardless of the fact that any of the parties hereto may be or may become a resident of a different country, state, or jurisdiction and regardless of the location of the Property. Any suit or action arising out of this Agreement shall be filed in a court of competent jurisdiction within the County of San Diego, State of California. The parties hereby consent to the personal jurisdiction of such courts within San Diego County, State of California. The parties hereby waive any objections to venue in such courts within San Diego County, State of California.

17. ATTORNEY FEES

In any action, proceeding or arbitration between the Owner and Co-Host to enforce compensation provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs from the non-prevailing party.

18. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES

Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provisions of this Agreement are held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. Executed copies of this Agreement may be delivered by electronic means, and delivery of an executed electronic copy to the other Party shall be deemed to be delivery of a duplicate original and sufficient delivery to result in entry into this Agreement by the transmitting party.

In witness whereof, the Parties hereto have caused this Vacation Rental Co-Host Management

Services Agreement to be duly executed and delivered as of

CO-HOST

Riba Management Collective LLC dba Tahoe Co-Host Collective

Signature:

Full Name: Melissa Riba

Date:

Primary Address: 1184 Lauren Place, San Marcos CA 92078

Phone Number: 619-249-7198

Email Address: ribamanagementcollective@gmail.com

OWNER

Signature:

Full Name:

Date:

Primary Address:

Phone Number:

Email Address: