

MANAGEMENT AND RESERVATION SERVICES AGREEMENT

This Property Management and Rental Agreement (hereinafter referred to as the "Agreement") is made between Best Stay Ever Vacation Rentals LLC. ("Best Stay Ever")

and _____ the Owner ("Owner") of the property which is located at

("Property")

CONTRACTUAL TERM

This Agreement is a one-year contract is for the period of _____ to _____

COST OF SERVICES

Best Stay Ever Vacation Rentals LLC agrees to perform both management and reservation services for a monthly management fee of \$150 per month and 10% of all booking reservations, plus the owner agrees to the credit card, transfer fees, and all booking fees charged by booking platforms to management from any booking platform (like VRBO or AIRBNB, etc.) will be removed for the monthly booking totals and paid out of rental proceeds.

See other costs in the "owner's obligation" section of this agreement

MANAGEMENT SERVICES

The monthly management includes the following services:

1. 24/7/365 service to guests during their stay
2. Monitoring of home while guests are staying and between visits
3. Management of cleaning services needed between guests
4. Check-In Inspection: Conduct inspection before every guest's arrival to ensure the property meets Best Stay Ever Vacation Rentals LLC's high standard.
5. Check-out Inspection: Walk home checking for damaged items, whether normal wear and tear or by accident during rentals. Check for maintenance items that need addressing.
6. Facilitate, when possible, any necessary repairs.
7. Seasonal walkthrough checking for maintenance concerns, general damage review, and needed upgrades. Management to provide a list to owners for consideration.
8. Management will replace the owner's provided air filter, light bulbs, and batteries for digital doors, alarms, remotes, and smoke detectors.
9. Yearly A/C drain line cleanout. (All material costs charged to Owners).
10. Owner's closet inventory management
11. Perform yearly safety checks of smoke detectors, carbon monoxide detectors, fire extinguishers, first aid, pool safety fence, pool depth markers, general safety signage, and general safety issues that may have surfaced. (Replacement items will be billed to the owner if found needed)

12. Schedule/Manage services as needed – Deep cleaning, power washing, carpet shampoo, pool repairs, etc. The best months for extra services are May and September.
13. Provide required tax documents
14. Acquire and manage all state and local licensing needs for the rental.

Some of the above items managed by Best Stay Ever Vacation Rentals LLC will have further costs to the owners beyond the monthly management fee. Owner understands they are responsible for the price.

RESERVATIONS / CUSTOMER SERVICE

1. Manage all reservations and the complete booking process for each renter.
2. Best Stay Ever will be available to guests for correspondence and reservations 24/7/365.
3. Assist renters from the first email to the first time they walk through your door.
4. Manage all rental contracts and agreements needed for booking. In some cases, this will only be done to the extent allowed by the rental platform's specifications and rules.
5. Post home on booking platforms like Airbnb, VRBO, BestStayEver.com, etc

MARKETING

1. Create a profile/listing for an online presence
2. Actively market the Property on rental platforms selected by Best Stay Ever and any platform requested by the owners. We offer options on all top nine rental sites on the web.
3. Keep an accurate and up-to-date calendar on all digital platforms except Windsor Hills Private.
4. Maintain any Best Stay Ever or resort website associated with this Property as requested by the Owners.
5. There is an optional private website available for each Property. If the owner chooses to have a site, the owner agrees to the \$16.58 charge per month, totaling \$199 per year, plus any domain fees, if applicable.
6. When possible, work with the Owners to offer appropriate discounts to renters to maximize income.
7. Set all appropriate rental rates in accordance with weekend, holiday, and high/low travel seasons.

FINANCIAL MANAGEMENT

1. Best Stay Ever Vacation Rentals LLC will provide a monthly owner's statement.
2. Best Stay Ever Vacation Rentals LLC will remit all State and County taxes applicable to rental income on behalf of the Owner. The Owner is responsible for paying the applicable taxes on any rental money collected directly for the owner's personal bookings (if any). The Owner acknowledges that the ultimate responsibility and tax liability is the Owners.
3. Best Stay Ever Vacation Rentals LLC will manage reservation income and refunds.
4. The cost of processing the financial portion of the rental is the Owner's responsibility and will be removed from the Owner's monthly rental income disbursement. This includes but is not limited to credit card processing fees and/or wire transfer fees etc. Best Stay Ever will offer all money exchange options and do its best to steer the renter to the least expensive option when available.
5. Best Stay Ever Vacation Rentals LLC. will furnish owners with any required tax documents.
6. Provide real-time daily, monthly, and year-end owner account reports through the owner's portal.

7. All money collected for rentals will be disbursed to the owners monthly, minus expenses and/or fees, on or before the 15th of the month following the rental period. (example: Jan is paid in Feb etc.)

OTHER BEST STAY EVER SERVICES

1. Manage door security codes for each guest booking. Each guest will obtain a unique door code for the stay. The Owner understands that all access to the property must be through prior arrangement, and no entry will be granted when the house is occupied by guests of Best Stay Ever without the prior consent of the guests.
2. Set pool and/or spa heat according to fees collected for each reservation.
3. Best Stay Ever will assist the owner in obtaining the State and County's short-term rental licenses and keeping the Property up to date on all local codes and ordinances. If the State or County mandates additional signage or changes to short-term rental homes, an extra charge may occur to keep the house in compliance.

OWNERS OBLIGATIONS

1. Since so many bookings are back-to-back and there is no time to shop, the owner will stock enough bed linens and towels in the property to always have a backup available.
2. The owner agrees always to provide enough funds to repair general wear and tear to the home and replace any needs.
3. Owner will be responsible for all costs pertaining to the property, including but not limited to utilities, furnishings, inventory, maintenance/repair, and specialized cleaning.
4. Owner agrees to always keep the property at a satisfactory standard necessary to secure rentals. Best Stay Ever will inform the Owner as soon as a problem occurs. When necessary, Best Stay Ever may make emergency repairs or restock inventory items up to \$300 without notifying the Owner. If the amount exceeds \$300, no action will be taken until the owner is notified and grants permission to Best Stay Ever on the repairs or restock.
5. Owner agrees to have installed a pool child safety fence as required.
6. Owner agrees to have Installed a Point Central/Alarm.com monitoring device for automated control and energy-saving features to manage the home better. All this equipment is offered at a deep discount of about 40% off and is yours and stays in the house even if we part ways. You can hook up personally or allow any management company to hook up in the future.
 1. **Homes**-This system includes the main control hub, 1-Doorbell camera, 1- property camera (Your home may need two cams), 1 -thermostat (Some homes require 2), 1- pool heat control, electric door locks for entry, all owner's closets, and patio/entry door sensors, etc. (Approx. cost \$2600 +- depending on equipment)
 2. **Condos**- Main control hub, entry door locks, owners' closet locks, thermostats, patio door monitor, video doorbell where available) (Approx. \$1200.00 +- depending on equipment)
 3. Owner agrees to pay for monthly service for this home. **Home / Townhouse** \$50.00 per month and **Condo** Service \$45.00 per month, and if you like, we can raise your nightly rate to cover this expense, so your guests take care of it for you. Owner understands and agrees to have it deducted monthly from the final rental income due to owners.
7. Owner agrees to have monthly services needed for proper management and care of this home. The service list includes Pool Care and Pest Control, etc. However, the management team may request additional services to make this home perform better and will offer suggestions to the

owner. These services will be managed through Best Stay Ever and billed monthly to the Owner's statement.

PEST CONTROL

Owner agrees that Best Stay Ever may hire any pest control company of their choice and agrees to cover the monthly charge from the owner's BSE monthly rental funds. Between monthly service appointments, pest control also offers free unlimited callbacks as needed. The owner's rental funds will be used to cover the cost of this service.

POOL SERVICE

Owner agrees that Best Stay Ever may hire any pool contractor of their choice and agrees to cover the monthly charge from the owner's BSE monthly rental funds. The Owner understands that occasionally the pool can get out of balance throughout the year, and extra services may be required to clear it for guests' safe use. These services will be paid for from the owner's rental funds also. All pool repairs will be the owner's responsibility.

UTILITY SERVICES

The owner shall always provide all utility services needed for rental, including but not limited to power, water, internet, alarm/monitoring services, gas (if any), cable (if any), and phone (if any). Owner agrees to keep all utility services paid in full and understands Best Stay Ever reserves the right to remove bookings from the property, without penalty, if these services are suspended for non-payment. Owner understands that any money from relocated bookings will be returned to the guest.

STANDARD OF THE HOUSE

Suppose the Property is determined to be un-rentable at any time due to quality issues. In that case, Best Stay Ever reserves the right to move bookings from the Property until it becomes rentable again.

DAMAGE AND THEFT

If damage due to misuse of the property by guests occurs, Best Stay Ever will pursue the guest for payment of repair and/or replacement of items (normal wear and tear will not be pursued). Best Stay Ever will not be held responsible or liable for any guest damage or theft.

INSURANCE

The Owner shall secure proper and adequate home insurance covering short-term rental dwelling policy and name Best Stay Ever as Owner's agent and as additional insured, and with a general liability/umbrella policy of at least \$1,000,000. A copy of such policy shall be provided to Best Stay Ever.

DOCUMENTATION

Owner agrees to make available to Best Stay Ever all data, records, and documents pertaining to the property which Best Stay Ever may require to properly exercise Best Stay Ever's duties hereunder.

NON-DISCRIMINATION POLICY

Best Stay Ever will not discriminate based on race, color, creed, religion, sex, national origin, age, handicap, or familial status and will comply with all federal, state, and local fair housing and civil rights laws and with all equal opportunity requirements.

DISCLAIMER

Owner agrees to hold Best Stay Ever Vacation Rentals LLC and its agents harmless from all damage suits in connection with the management of the Property and from liability from injury suffered by any person, and to carry, at Owner's expense, adequate public liability insurance and to name Best Stay Ever as co-insured. Best Stay Ever also shall not be liable for any error of judgment or for any mistake of fact or law or for anything which Best Stay Ever may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence.

APPLICABLE LAW AND VENUE

If a suit is brought to collect Best Stay Ever Vacation Rental's compensation, or if Best Stay Ever successfully defends any action brought against Best Stay Ever by Owner relating to the Property or Best Stay Ever Vacation Rental's management thereof, Owner agrees to pay all costs incurred by Best Stay Ever in connection with such action, including reasonable attorney fees. The parties agree to mediation before the filing of any action, with the parties sharing the fee for any mediation equally. This agreement shall be governed by the laws of the State of Florida as to both interpretations and performance. Any proceeding must take place in Osceola County, Florida.

LIMITATION OF LIABILITY AND HOLD HARMLESS

Best Stay Ever Vacation Rentals LLC. shall not be liable for any indirect, incidental, special punitive, or consequential damages or any loss of profits or revenue arising from the subject matter or this Agreement. The maximum liability for any damages arising out of or related to this agreement, whether in contract, tort, or otherwise, shall be limited to the amount paid to or received by Best Stay Ever under this Agreement. The parties shall hold each other harmless for any and all claims arising out of the subject matter of this Agreement.

TERMINATION

This Agreement is automatically renewed, upon expiration, for annual periods unless terminated by either party by giving 30-days' written notice to the other party in advance of such termination date. Notice should be given on or before the first of any calendar month and can be given at any time during the one-year obligation. Parties agree that there shall be no penalty for doing so. The termination of this agreement shall not affect the right of Best Stay Ever Vacation Rentals to receive any fees that have accrued on the date specified in such notice which have not been paid. This covenant shall survive the termination of this Agreement.

If the Agreement is canceled, Owner understands that the renters booked in the home are clients of Best Stay Ever Vacation Rentals LLC. If the Owners or another management company assume the bookings originated by Best Stay Ever, the booking commissions and all associated fees will still be paid to Best Stay Ever Vacation Rentals LLC. This will be for any clients who are still renting this home even after the termination of this Agreement.

SUCCESSORS REPRESENTATIVES AND ASSIGNS

The terms of this Agreement shall be binding on the parties' respective successors, representatives, and assigns.

AGREEMENT AMENDMENTS/MODIFICATIONS

This Agreement may be amended or modified at any time by a written mutual agreement signed by the Owner, and Best Stay Ever Vacation Rentals LLC.

SIGNATURES

IN WITNESS WHEREOF, Owner and Best Stay Ever have duly executed this Agreement on:

I agree to the above terms and conditions in this Agreement

X _____

Owner Signature

Printed Name: _____

X _____

Owner Signature

Printed Name: _____

X _____

Best Stay Ever Vacation Rentals LLC