# PROFESSIONAL SERVICES AGREEMENT



# PURPOSE OF THE AGREEMENT

The Owner owns the Unit and hereby appoints and solely and exclusively designates the Manager to manage the Unit and provide professional asset management services on the terms and conditions set forth in this Agreement related to both Marketing and Rental Management of the Unit and The Owner Experience.

If Owner is a corporation, partnership, or any other entity, or more than one individual, Owner agrees that the person listed as the Owner in this Agreement is a designated representative and is the one person to act on behalf of Owner under this Agreement.

#### TERM OF AGREEMENT

This Agreement shall begin on the Effective Date and shall bind the Parties hereto for a period of 12 months thereafter. This Agreement shall automatically renew on each Anniversary Date and thus bind the Parties hereto for an additional 12 months at the then-current fee and rate schedule.

Either Party may, in its sole discretion, terminate this Agreement by providing written notice to the other Party at least sixty (60) days prior to the end of any such 12-month period. This Agreement may in no case be cancelled during the term, except in the event of a sale of the Unit with sixty (60) days prior written notice.

In the event Manager gives 6-month notice to terminate its relationship with the condominium corporation under the On-Site Services Agreement, Owner will have the right to terminate this Agreement with the same 6-month notice.

In the event of termination, Owner shall be obligated to honor all existing reservations as of the effective date of the termination, regardless of travel date. Manager will make best efforts to move reservations in the event of a termination. However, Owner agrees that Manager, at its sole discretion, may charge to Owner an upgrade or moving fee for such relocations.

This Agreement may not be cancelled and then renewed for the same Unit, with the same Owner, within the same 12-month period.

#### COMPENSATION

For providing the Professional Services outlined in this Agreement, the Manager will be paid as follows:

**20%** of the Base Rate on all vacation reservations Owner will receive the remaining **80%** of the Base Rate

#### MARKETING AND RENTAL MANAGEMENT

- 1. Owner hereby authorizes and appoints Manager to execute and deliver rental agreements to generate income from their investment in the Unit upon such terms and to such entities or persons (hereinafter referred to as "Renters") as Manager, in its sole and reasonable discretion, may accept. No rental agreements may be accepted for any dates prior to the Effective Date, but Manager is authorized to begin marketing of the Unit immediately.
- 2. Manager agrees to provide the following PROFESSIONAL SERVICES related to Marketing and Rental Management of Owner's Unit.

#### **CHANNEL MARKETING**

As Manager, our job is to place Owner's Unit in front of as many potential travel customers as possible. The most effective way to market your Unit to the world is through the many vacation channels that dominate the travel marketplace. The primary channels we work with in this destination for your type of Unit are highlighted in our online contract presentation (e.g., Ravello Media Group, Expedia, Booking.com, Airbnb, VRBO – among others).

Channels are today's venue to reach the end consumer. Some channels spend their marketing dollars to capture the traveler to their branded site and then suggest to the traveler any number of destinations and present a multitude of lodging options where they could stay in each destination. Other channels spend their marketing dollars to intercept a traveler who is already searching the internet for lodging in a certain destination (via multiple URLs, google ad words, white hat SEO, remarketing, etc.), direct them to a targeted web site and present specific lodging options.

Channels operate on a commission basis according to industry standards for each reservation they make on behalf of a Unit. These industry standards typically fall in the range of 15% to 20%, but may rise above or fall below that range depending on various factors (e.g., premium marketing arrangements, relationship history or loyalty and other negotiations). Other than a very limited number of exceptional reservation situations (e.g., true walk-ins or an Owner referral), a channel will be involved and will earn a commission on every reservation.

Commissions are typically paid to a channel in one of two ways: 1) the channel delivers a net amount to the Manager for the reservation after retaining its commission (most common when the channel is collecting payment from the customer), or 2) the channel invoices the Manager for the commission and is paid after the reservation is completed (most common when the Manager is collecting payment from the customer). Ultimately, there is no real difference under this Agreement between the two methods.

As was outlined in our online contract presentation, one of the primary channels we use is Ravello Media Group, part of our parent's family of companies, which will also be providing marketing and booking services for your Unit on a commission basis (current rate is 20%).

We will coordinate with each of the channels we use to establish a fair, reasonable, and competitive rate schedule for the Unit as will, in our sole discretion, maximize the Unit's revenue, having due regard for general market conditions or seasonality, as well as the Unit's class, size, quality, atmosphere, and its proximity to recreational facilities or other amenities. We will also be responsible to otherwise market your Unit through programs as will, in our sole discretion, maximize the Unit's revenue, including event sponsorships, co-branding, establishing, adapting or eliminating minimum length of stay requirements and vacation packaging or promotional practices standard within the vacation rental industry.

Our technology integrates fully with the channels we use and we will continually update such integration to maximize efficiency and production. We collaborate closely with each channel to maximize your Unit's exposure to the world by providing: unit descriptions, photos, virtual tours and other information customized to your Unit and each channel's criteria, real time availability, online booking functionality and Ecommerce, rate yielding, reputation management, customer service and so forth.

In connection with the marketing of your Unit to channels and in support of familiarization tours, sponsorship and industry hosting, you agree to grant us up to three (3) complimentary nights per year for marketing and promotional use of your Unit. Such complimentary use of the Unit generally will avoid holiday or peak rental periods, will occur only on a last minute basis, will occur only if there is no then-confirmed reservation for the Unit, and Manager shall assume the responsibility for housekeeping costs in connection with any such stay.

#### MANAGE UNIT AVAILABILITY

Manager will maintain a record of use and availability in Owner's Unit. This service encompasses Owner personal use, use by Guests of Owner, and Renters, as well as temporary blocks for service or work in the Unit and is designed to support real time availability and avoid double bookings.

# MANAGE UNIT ACCESS

Through electronic, remote means wherever possible and through a physical check-in facility where necessary, Manager will oversee distribution of all remote access codes, garage access information or codes, alarm codes, pool or clubhouse passes, physical keys, as applicable, etc. for the efficient operation of the Unit. This service encompasses Owner personal use, use by Guests of Owner, and Renters, as well as third-party vendors or service providers as a means to control access to the Unit.

#### **REVENUE ACCOUNTING AND DISTRIBUTION**

As Manager, we are responsible for and authorized to handle invoicing, receipt, collections, accounting and distribution of rents for the Unit.

We will also oversee collection and payment of all applicable taxes related to rental transactions in your Unit (i.e., government taxes, lodging or transient taxes, resort taxes, etc., whether through the channels or through our operation directly).

#### 3. Other Marketing and Rental Management provisions.

- a. Rental information, including names and contact information for Renters generated by Manager's marketing and rental management activities, is the sole property of Manager. In the event Renter information is legally compelled to be disclosed, Manager agrees to cooperate with such disclosure to the proper authorities or in the proper forum.
- b. Owner is prohibited from renting the Unit on their own.

- c. Manager shall make reasonable efforts to collect, adjust, settle and compromise such debts, claims, demands, disputes and matters which may arise in connection with the rental and management of the Unit.
- d. If any Unit participating in rentals is unfit for occupancy due to unrepaired damage or any other reason beyond the control of Manager, Manager shall not be obligated to provide the marketing and rental services related to Unit set forth in this Agreement during such period. Manager will notify Owner of any such occurrence.
- e. Possession of valid confirmations shall be the sole criteria for determining reservation conflicts and Manager is not required to rely on verbal instructions with respect to any occupancy or change in occupancy by Owner or Owner's Guests. The Parties shall use their best efforts to avoid reservation conflicts. If, through error, a Renter is occupying the Unit, or portions thereof, on dates reserved by Owner and for which Owner remits a valid confirmation from Manager that reserves such dates, substitute accommodations shall be provided to Owner (i) at Manager's expense if Manager determines that such error was not Owner's fault, or (ii) at Owner's expense if Manager determines that the error was Owner's fault. Owner hereby acknowledges that in either case, Owner shall be required to accept such substitute accommodations and will honor the Renter's reservation and will not be permitted to force removal of the Renter.
- f. Owner agrees to notify Manager in writing if the Unit is listed for sale during the term of this Agreement. In the event that the Unit is sold during the term of this Agreement, Owner agrees that such sale shall be subject to all confirmed reservations for the future rental of the Unit unless such reservations have been relocated by Manager. Owner or Owner's designated real estate agent will give prior notice to Manager of any Unit showings in order to protect against unauthorized entries. Such showings will be in accordance with Manager's rules and regulations. Manager shall release revenue or occupancy accounting information pertaining to Owner's Unit to such real estate agent or prospective purchaser only if prior authorization has been received from Owner. Manager specifically denies and Owner hereby releases Manager from all responsibility for any loss suffered by Owner as a result of granting access to the Unit to salespersons or prospective purchasers.

# THE OWNER EXPERIENCE

1. Owner hereby authorizes and appoints Manager to provide the following PROFESSIONAL SERVICES designed to provide for the long-term preservation of Owner's investment and enhance Owner's personal enjoyment in the Unit.

#### OWNER PERSONAL USE AND THE OWNER PORTAL

You purchased your Unit so you could enjoy it personally with family and friends. We are here to help you do exactly that.

The online Owner Portal shows real time availability in your Unit and allows you to make each reservation you need online (and as far in advance as you need). It becomes your reservation system. Of course, Owner reservations can't interfere with rental reservations previously booked for your Unit, but there's plenty of room for you to enjoy your Unit while simultaneously generating income from your Unit.

The Owner Portal also is your access point to review statements, newsletters, MarketMath data and reports and generally interact with the Manager regarding your Unit.

#### ACCOUNTING AND RECORD KEEEPING

We will open a personal account for you in our software system to track revenue generated for your unit as well as the housekeeping, maintenance, concierge, management, and other expenses applicable to your ownership experience.

Additional services you and your guests incur while staying in your unit may be paid in full at the time of service, at check out, or by posting such charges to your Owner account.

By the 20th of each month, Owner account transactions from the prior month will be posted and soon thereafter automatically settled out either by Owner paying in the net amount owing on the account or by Manager distributing out the net amounts earned on the account.

#### INSPECTIONS AND SECURITY

We will inspect your Unit prior to and following each guest stay and promptly investigate and make a written report to you regarding accidents, claims for damage or destruction to the Unit (and as further addressed under sub-paragraph 4d of Terms and Conditions in this Agreement). In addition to these pre-arrival and post-departure inspection, we will also conduct two monthly maintenance inspections to verify the continued health and viability of the Unit and report to you on any maintenance requirements.

#### ACCESS TO HOUSEKEEPING, MAINTENANCE AND 3RD PARTY PROFESSIONAL SERVICES

We have professional housekeeping teams at the ready. Your Unit will be cleaned following every Renter checkout (or as often as requested and paid for by Renters during the stay). These same housekeeping services are available to you and your guests while staying in your Unit. Semi-annual deep clean programs are also available and encouraged.

Our in-house maintenance staff are prepared to handle diagnosis and provide basic maintenance services in your Unit.

When more advanced maintenance services are required in your Unit, we can also coordinate access for you to vetted, licensed and approved 3rd party experts. Whether it be hot tub or pool services, electrical, plumbing, HVAC, utilities and appliances, painting, flooring, décor, construction or remodel projects, we can introduce you to the right person or company to service your Unit.

See the current fee and rate schedule addendum to this Agreement for additional information on housekeeping and maintenance service costs.

#### ACCESS TO CONCIERGE AND ADVISORY SERVICES

As one of our Owners, you and your guests will enjoy access to concierge and advisory services to help make your vacation experiences the best they can be when staying in your Unit.

Simple questions, recommendations, information sharing or scheduling requests are complimentary. More involved concierge or advisory projects will be charged as outlined in the fee and rate schedule addendum to this Agreement.

#### COLLABORATION

We will work collaboratively with your condominium corporation, the municipality, real estate agents, professional service providers hired directly by you, and any other parties to ensure that your Unit is properly cared for and protected.

- 2. Other provisions related to The Owner Experience
  - a. Owner agrees to give written notice to Manager of any desired Owner or Owner's Guest reservation and shall have access to an Owner Portal to enter and reserve space for any owner booking, provided that such reservations will not interfere with rental reservations previously committed by Manager.
  - b. Owner understands the negative impact of moving a reservation and agrees that if the Unit shows as available on the calendar, it can be reserved by Manager with no notice to Owner and such reservations cannot be moved or cancelled by Owner. In the event Manager agrees to move a Renter to make way for any Owner personal use of the Unit, all costs associated with such relocation will be the sole responsibility of Owner.
  - c. During periods of Owner occupancy, Owner and Owner's Guests shall abide by the standard check-in and check-out procedures.
  - d. Manager shall be responsible to handle the collection of rents for the Unit, record in a separate account all revenue and the expenses incurred by Owner under this Agreement, maintain rental ledgers and other books of account pertinent to Owner's Unit, and prepare the monthly statements, charges, and disbursements for Owner.
  - e. At the conclusion of each calendar year, Manager shall issue to Owner an annual tax form reflecting the total revenue earned by the Unit for the tax year. Owner will be responsible for their own accounting of deductions from said tax form (which information may be derived from the monthly statements made available to Owner).
  - f. Manager shall post to the Owner portal, within 20 days after the end of each calendar month during the term of this Agreement, a statement of Owner's account. Such statement shall reflect revenue received in the Unit and expenses posted to the Owner's account for the calendar month. The account outstanding balance will be settled within three (3) days after the statement is posted to the Owner portal.
  - g. Manager may maintain an operating balance in Owner's account at the end of each month of up to \$300.00 to cover unforeseen costs that may arise.
  - h. Manager shall be permitted to deposit revenue associated with Owner's Unit with other funds generated by rentals of other properties it manages, pursuant to rental and/or homecare agreements, in one or more interest-bearing accounts of Manager. Manager shall not be required to distribute to Owner any pro rata share of any interest earned on the funds in such accounts.

# **TERMS & CONDITIONS**

# 1. Definitions

- a. "Additional Services" refers to services or products of the Manager (or a channel) that may be packaged with a lodging reservation or sold during a Renter stay, but that are not part of the Base Rate. Examples include, among other things, reservation fees, amenity fees, retail products, activities, transportation, peace of mind coverage, housekeeping, and so forth. Additional Services are the exclusive revenue domain of the Manager.
- **b. "Base Rate"** means the net amount received from the channel for the lodging component of a reservation in the Unit. Base Rate does not include any amounts paid by the Renter for booking commissions, transaction processing fees, or any Additional Services packaged with the reservation either by the Manger or the channel. The Manager typically does not know the total amount that a channel actually charged the guest for the full vacation package (due to commission fluctuations, discounts, promotions, loyalty programs, packaged items, etc.). The Base Rate is the amount on which the Rental Marketing Fee is charged.
- c. "Rental Marketing Fee" means the % of the Base Rate paid to the Manager for Professional Services from each reservation in the Unit.

#### 2. Unit Inventory and FF&E

- a. In order to operate the Unit effectively as a high-quality rentable Unit, Owner shall obtain, at Owner's expense, and shall maintain at all times in the Unit, inventory and furnishings, fixtures and equipment ("FF&E") sufficient in number, type, and quality in accordance with the minimum standards recommended by Manager. All such furniture and furnishings shall remain Owner's separate property.
- b. Manager shall inform Owner of required Unit inventory and FF&E, or any subsequent additions thereto, to maintain the Unit to the minimum standards and reserves the right to remove the Unit from rental management if the Unit inventory and FF&E does not meet said minimum standards. An initial list of required inventory is included as an Addendum to this Agreement.
- c. Manager reserves the right to replenish Unit inventory and FF&E on behalf of Owner and charge such expenses to Owner in order to meet the minimum standards required by Manager.
- d. Following execution of this Agreement, and any time upgrades or modifications are made to the Unit, Owner shall provide to Manager a written list of Unit inventory and FF&E, which may include the serial numbers of all major appliances.
- e. Manager shall not be liable for the loss, theft, damage, or destruction of Owner's personal property.

#### 3. Duties, Responsibilities and Expenses of the Owner

- a. Owner hereby acknowledges responsibility for the following costs and expenses of owning the Unit, which are outside the scope of this Agreement:
  - i. The payment of property taxes and condominium corporation fees.
  - ii. The payment of all mortgages, debts, and other liens on the unit, including property tax liens filed against the Unit.
  - iii. The payment of basic utilities to the Unit (water, sewer, natural gas, electricity, waste removal, telephone, wireless internet, and cable television).
  - iv. The payment of all applicable taxes and licenses (aside from government taxes related to rental transactions)
- b. Owner acknowledges responsibility for the payment of the cost of repairs to, special services for and the replacement of all interior inventory and FF&E.

- c. Owner acknowledges responsibility for the payment of actual costs associated with owner-related housekeeping charges, which include:
  - i. Annual or semi-annual Unit deep cleans as needed,
  - ii. Any regular housekeeping services requested by Owner or Owner Guests, including a standard checkout clean charge,
  - iii. Fine tune housekeeping charges to ensure the Unit is prepared for Owner, Guest or Renter arrivals, and
  - iv. Any housekeeping services authorized by the Owner as part of a Rental Guest reservation package, (e.g., weekly linen exchanges for long-term guests).
  - v. Owner acknowledges responsibility for the payment of any business licenses, certifications, or other costs related to regulatory eligibility of the Unit to participate in short-term rental.
  - vi. Owner acknowledges that wear and tear on its real and personal property is one of the rental costs incurred by Owner
- d. Owner acknowledges responsibility for the payment of any business licenses, certifications, or other costs related to regulatory eligibility of the Unit to participate in short-term rental.
- e. Owner acknowledges that wear and tear on its real and personal property is one of the rental costs incurred by Owner.

# 4. Duties, Responsibilities and Expenses of the Manager

- a. Manager shall maintain a legal, licensed business with all equipment and supplies required to run a smooth and efficient operation.
- b. Manager shall perform all functions as reasonable, necessary, or desirable for the proper and efficient management of the Unit under this Agreement in such manner as Manager shall deem reasonably appropriate. Manager reserves the right to institute such other procedures and regulations as Manager deems necessary for the efficient management of the Unit under this Agreement.
- c. Manager shall be responsible for the calculation, collection, reporting, and payment of applicable government taxes related to rentals on behalf of Owner.
- d. Manager agrees to exercise reasonable precaution in obtaining suitable Renters, executing necessary registration cards, documents and agreements or other permissions so that if a Renter causes deliberate and negligent damage to the Unit or the Unit's FF&E, Manger will be able, upon reasonable efforts, to collect the cost of such repairs and/or replacements from such Renter. Manager will also operate a peace of mind program, as an Additional Service, to protect the Unit in the event of accidental damage by Renters.
- e. Owner agrees that Manager and Manager's employees and contractors shall have access to the Unit at any time as Manager deems necessary to perform its duties under this Agreement. Manager agrees that, except in emergency circumstances, such access will be restricted to reasonable hours

# 5. Insurance Requirements

- a. The Parties acknowledge that the condominium corporation is responsible for the payment of insurance premiums to maintain basic fire, casualty, general liability and property damage coverages.
- b. Owner shall be responsible for the payment of any insurance premiums to maintain personal property insurance on the Unit sufficient to protect against the risks associated with management and/or renting of the Unit (personal property contents, \$2,000,000 in personal liability, deductible offset and rental interruption coverages are recommended). Where permitted, Owner's policy shall name Manager as an additional insured. Owner shall provide Manager with certificates of insurance from time to time to evidence that such insurance remains in effect over the term of this Agreement. Owner understands that Manager acts solely as an asset manager for Owner, and Manager cannot assume and will not accept any responsibility for the risk that Owner may not obtain adequate insurance to protect its interests.

c. Manager shall be responsible for the payment of insurance premiums to maintain insurance covering its activities and those of its agents, employees, and contractors against public liability, property damage and worker's compensation as will protect Manager from any claims or damages because of bodily injury or death arising from the operation of its management program under this Agreement, with limits of public liability coverage of not less than \$2,000,000 per person or occurrence, and with limits of property damage liability coverage of not less than \$2,000,000 per accident or occurrence. Certificates of such insurance shall be available for review by Owner upon written request.

#### 6. Non-Solicitation of Employees or Contractors

Owner acknowledges the character of Manager's business and the substantial amount of time, money and effort that Manager has spent and will spend to recruit and train its employees and independent contractors. As a material term of this Agreement and to protect the goodwill and business of Manager, Owner agrees, both during the term of the Agreement and for a period of two (2) years following the termination of this Agreement, not to solicit any employee or independent contractor of Manager to a) terminate his/her employment or contract with Manager, b) directly provide to Owner any business services similar to those outlined in this Agreement, or 3) otherwise divert business from Manager. Any violation of this paragraph during the Term may result in cancellation of this Agreement between Manager and Owner. In the event of a violation of this paragraph, Owner acknowledges that Manager will incur incalculable and irreparable damage for which Manager has no adequate remedy at law. Therefore, Owner acknowledges that Manager shall be entitled to seek injunctive relief, both preliminary and permanent, immediately and permanently restraining Owner from such continuing or threatened breach. Owner shall also remain liable for any damages sustained by reason of any actual or threatened breach of this paragraph. By way of clarification, the terms independent contractor or contractor in this paragraph do not refer to 3rd party professional service providers (e.g., plumbers, electricians, technicians, etc.), but only to contractors in some form of full-time or part-time equivalent contract with Manager.

#### 7. Foreign Ownership

Owner acknowledges and agrees that Manager may withhold from rental distribution and remit to the relevant statutory authority any amount required to be withheld and remitted in respect of withholding tax or any other applicable statutory tax, charge or levy. This includes amounts withheld on account of non-resident Canadian income taxes where Owner has hired Manager to act as the Canadian Agent for the non-resident Owner. Manager may withhold from such distribution any amount required to hold itself harmless in connection with any claim from the revenue authorities arising in connection with it so acting. This paragraph does not establish an agency relationship between Manager and Owner for non-resident or any other tax withholdings or filings. Such agency relationship, if any, will be established and compensated through a separate agreement.

#### 8. Independent Contractors

The parties expressly understand that the relationship created by this Agreement is solely that of independent contractor and that nothing contained in this Agreement shall be construed to create any other relationship or to grant either party any right, title, or interest in or to the nit, or in the properties, assets, or business activities of either party.

#### 9. Binding Effect

This Agreement shall be binding upon the parties hereto, their agents, heirs, representatives, successors in interest, and assigns. Further, the person signing this Agreement personally or on behalf of the named corporation, partnership, trust, estate, limited liability company, or other entity warrants his or her authority to do so as Owner of the Unit or executive of the Manager and thus bind the parties.

#### 10. Assignment

This Agreement may not be assigned by Owner other than to a subsequent, related owner of the Unit without the prior written consent of Manager. In the event of an assignment to a subsequent owner, Owner agrees to promptly provide Manager with written notice of such assignment. Manager may assign this Agreement at any time without consent. Manager agrees to promptly provide Owner with written notice of any such assignment.

#### 11. Amendments

No salesperson, employee, agent or representative of Manager has the authority to amend or modify the terms of this Agreement or to make any agreements, representations, or promises unless the same are contained in or added to this Agreement by written instrument duly approved by Owner and Manager.

#### 12. Notices

All notices required or permitted to be given under this Agreement shall be in writing or via email and shall be hand-delivered or emailed or given by facsimile transmittal, regular mail, or overnight courier directed to the various addresses or numbers of Owner and Manager set forth herein.

#### 13. Indemnification

Owner does hereby release and agree to indemnify and save Manager and Manager's employees and agents harmless from any and all costs, expenses (including, without limitation of the foregoing, attorneys' fees and court costs), liabilities, damages, and causes of action, injuries, or thefts suffered by any person occupying or visiting the Unit, except for those caused by the negligence or willful actions or omissions of Lespri or Manager's employees or agents.

#### 14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Alberta, without regard to its principles of conflicts of laws. The Parties agree to submit to the jurisdiction of Alberta courts with respect to any matters arising out of this Agreement.

#### **15. Attorney Fees**

If any suit or action is brought to enforce any term, provision or covenant of this Agreement, the party prevailing in that suit or action shall also recover, from the other party, reasonable attorneys' fees and costs at trial and upon appeal, if any. For the purposes of this section, the term "party prevailing" shall include a party which withdraws a claim in consideration for payment allegedly owed, performance allegedly due, or other consideration in substantial satisfaction of the claim withdrawn.

#### 16. No Waiver

Waiver by either party of any right under this Agreement shall not constitute a continuing waiver of the same or any other term or covenant.

#### 17. Contract Structure, Paragraph Headings and Numbers

The paragraph headings and numbers used in this Agreement are for the purposes of convenience only and shall not affect the interpretation of this Agreement.

#### 18. Severability

Each provision of this Agreement is independent of every other provision of this Agreement. In the event that any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions will be enforceable according to their terms.

#### **19. Complete Contract**

This Agreement, together with any addenda or exhibits, constitutes the entire contract between Owner and Manager and supersedes and replaces any present or prior agreements between the Parties with respect to the subject matter hereof.

#### 20. Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement. The execution of this Agreement may be by actual, electronic or facsimile signature.

# **ADDENDUM - UNIT INFO AND NOTES**


# ADDENDUM - FEE & RATE SCHEDULE

As outlined in your Professional Services Agreement, this addendum outlines the current fee & rate schedule applicable as of the Effective Date. The Agreement contemplates adjustments to these fees every year in response to market conditions, a tightening labor market, and general cost increases. A current fee & rate schedule will be produced annually and will become applicable on the Anniversary Date of the Agreement.

HOUSEKEEPING - OWNER CLEANS	DAILY	MID-STAY	CHECKOUT
One-Bedroom	TBD	TBD	TBD
One-Bedroom Plus Den	TBD	TBD	TBD
Two-Bedroom	TBD	TBD TBD	
Two-Bedroom Plus Den	TBD	TBD	TBD

Housekeeping – Additional Services (Hourly)	\$30
Housekeeping - Semi-Annual Deep Clean (Hourly)	\$45
Housekeeping – Linen Fees	charged twice annually to restore 4 par level

Maintenance – In-House Service (Hourly)	\$45
Maintenance – After Hours Service Calls (Hourly)	\$65
Maintenance – Project Management	\$65

# **Coordination Fees**

Concierge (Hourly)	\$35
Purchasing (Hourly)	\$35
Capital Planning / Advisory (Hourly)	\$55
	-
Additional Accounting (Hourly)	\$75
Additional Accounting – Annual Tax Withholding/Filing Service	\$1000

Note: Listed fees do not include applicable taxes where required.

#### Fees Paid by Renters

Certain fees, bundled with reservations, are paid by Renters and include items such as government taxes, booking fees, transaction fees, items described in Additional Services, and so forth. With housekeeping in particular, Guests and Renters requesting housekeeping services will be responsible to pay for such housekeeping services. Rental Guest standard checkout cleans will be charged to the Renter.

As always, commissions charged to the end consumer by travel channels for providing the booking are paid to the channels out of the total rate paid by the guest.

# ADDENDUM - REQUIRED UNIT INVENTORY

# **KITCHEN**

- (1) Toaster
- (1) Coffee Maker
- (1) Tea Kettle
- 30-Piece Silverware Set
- 6 Place Settings (dishes/plates/bowls) (i.e., 2 more than unit occupancy)
- (8) Large Glasses
- (8) Wine Glasses
- (1) Can Opener
- (1) Cork Screw
- (1) Set of Measuring Cups
- (1) Wire Wisk
- (1) Kitchen Tongs
- (1) Cooking Fork
- (1) Spatula
- (1) Cutting Board
- (1) Cookie Sheet
- (1) Set Sauce Pans (small/medium/large)
- (1) Set Mixing Bowls (small/medium/large)

# LIVING AREA

- (1) TV with DVD Player (and remote(s))
- (1) Sound System
- (1) Video Streaming Device
- (1) Docking Station
- (1) Wall Clock

# BATHROOM(S)

- (1) Shower Curtain/Liner/Hooks
- (1) Vanity
- (1) Plunger
- (1) Toilet Brush

- (1) Blender
- (1) 2 Litre Pitcher
- (1) Silverware Tray
- Full Knife Set
- (6 steak knives, slicing, utility, carving, paring)
- (8) Small Glasses
- (1) Bottle Opener
- (1) Set of Measuring Spoons
- (1) Grater
- (1) Vegetable Peeler
- (1) Set Cooking / Slotted / Wooden Spoons
- (1) Ladle
- (1) Colander
- (1) Set Cake Pans (small/medium/large)
- (1) Set Frying Pans (small/medium/large)
- (1) Covered Roasting Pan
- (1) Set of Hot Pads
- (1) Broiler Pan

# BEDROOM(S)

- (1) TV with DVD Player (and remote(s))
- (1) Video Streaming Device
- (1) Alarm Clock (with docking or blue tooth)
- (2) Reading Lamps
- (10) Hangers

# MISCELLANEOUS EQUIPMENT

- (1) Iron & Ironing Board (w/ Cover)
- (1) Mop
- (1) Broom & Dust Pan
- (1) Vacuum (w/ replacement bags and belt)
- (1) Fire Extinguisher
- (1) Wastebasket (per room)
- (1) Flashlight

This inventory list is for an average one-bedroom unit. Larger units would require additional items on a per-bedroom or per occupancy basis.

This list is a minimum required inventory list. Additions are welcomed.