



TERMS OF SERVICE AGREEMENT

Between:

Conmigo Vacation Rentals

- AND -

----- (Property Owner/Agent) With

regard to the property at:

----- (Address)

Background:

1. The owner (or other interest-holder authorized to lease) of the above described property (hereinafter "Owner") agrees to enter into a management agreement with Conmigo Vacation Rentals (hereinafter "Conmigo" in order to facilitate short-term rental of the property.
2. Conmigo Vacation Rentals is a subsidiary of Kirkham Kastles LLC.

Compensation

For the services rendered by Conmigo , the Owner will provide compensation as follows:

The Owner will pay to Conmigo _____% of the Owner's Pay Out for each rental period.

The owner shall pay to Conmigo any applicable cleaning fee paid by a guest or the actual cost of the cleaning (if no cleaning fee was collected by guest). The Manager is entitled to withhold a % from gross monthly revenue for payment of Manager's services under this contract. For any services rendered other than those set out in this agreement, the Manager may be compensated at such a rate and on such terms as may be agreed between the Manager and the Owner. The payment indicated above does not account for payment for materials, labor or other costs which may be incurred in order to maintain or advertise the property. In addition to the commission payment the Manager is entitled to withhold, the Manager may also withhold any sums necessary to cover fees and costs the Manager has incurred, in regard to the property. In the event the rental payments in any month do not cover the total fees and costs owed to the Manager, the Owner will remit payment of the remaining balance within 15 days of notification by the Manager. The Manager is required to provide the Owner with an itemized monthly statement reflecting all rents

received, owed, and all disbursements made from the rental payments. Owner agrees to authorize Manager to lien the personal property and real estate in the event of unpaid invoices or a negative balance.

What We Provide:

If you choose to allow us to manage your property: you have chosen to provide us operational control over your asset and we handle all of the following:

Services	Notes
Platform Management	We will migrate your property to be hosted under our corporate Airbnb, VRBO & other applicable accounts.
Guest Communications	We handle all guest inquiries made regarding or during a stay. This includes communications made via the platforms or direct to our customer service number.
Cleaning	We will ensure your property is thoroughly cleaned between each stay & deep cleaned in accordance with our existing standards.
Property Maintenance	We will provide preventative & as needed maintenance of your property using in-house technicians or contracted vendors for any repair work needed up to \$500. Above that threshold we will coordinate with you. Our in-house maintenance team is dispatched at \$75/hour and \$125/hr for after hour emergencies. Areas of expertise that we contract outside of our in-house team: HVAC, Sprinklers, some plumbing and electric.
Revenue Management	We utilize a dynamic pricing tool to assist us in executing our revenue management strategies. We study and educate ourselves on the best pricing and market shifts.
Comprehensive Reporting/Taxes	You will receive a monthly report detailing your properties financial performance, and have access to these statements on the VRPlatform, which is your owner's portal. We do report and pay all taxes on your behalf.
Marketing	We will fully market your property & provide professional photos for all listings within 60 days of your contracted services start date. Note: If the contract is terminated prior to the 45 day notice required, photography and hard costs to set up the property will be billed to the client.

TERMS OF SERVICE

Stay Conmigo Hours of Operation:

Our Owners line is monitored Monday-Friday from 9am-5:30pm. All our team members are best reached through **801-845-0588**. For any communication after these hours, please send via email.

Our Team

Aaron Kirkham: CEO/ Co-Owner. Aaron created Conmigo Vacation Rentals. Aaron helps with marketing and big picture ideas, but is not involved in daily operations.

Rachel Kirkham: Co-Owner of Conmigo, Rachel serves as Chief Financial Officer for the company. She facilitates owner payouts & is the best resource for any financial or tax related question.

Hannah Carlisle: Our General Manager Hannah takes care of day to day operations. She is your go to contact for any property related questions.

Joao Silva: Maintenance Supervisor

Hollie Forbush: Cleaning Supervisor

Madilin Welch: Marketing

Kortney Lacey: Idaho Operations

Our Systems

Breezeway: Our operations management software which facilitates any maintenance & or cleaning done at your property & connects to our property management system.

Hostaway: Our property management system allows us to communicate with our mutual guests & manage bookings across Airbnb, VRBO & other applicable sites. You will have access to view your calendar from this platform.

Waivo Insurance: Waivo insurance is our partner that we use to protect your home from damages. We charge between \$20-40 per reservation for this, and it protects items in the home, and excess cleaning charges. The guest pays for this as part of their reservation.

VRPlatform/Ximplifi: Owner portals are on VRPlatform and our statements are produced by the accounting company Ximplifi. Trust funds are not combined with Conmigo operation funds.

Our Partners/Contractors

We have established partnerships that we use for regular services such as hot tub maintenance, pest control, snow removal, lawn care, trash removal & for photography. These partnerships help us ensure quality control & cost benefits of scale.

OWNERS CODE OF CONDUCT

We are here to remove this job from you.

Please understand that this is a **high risk** investment. We are here to help you navigate that risk and try to make you successful. **We do not guarantee certain occupancy rates**, or that the city will not shut you down, but we can help advise you as best we can.

Code Of Conduct:

1. We ask that you abide by our business hours. Follow established procedures for contacting Conmigo which is using the business contact phone number/emails. We ask that you honor our business hours on M-F 9am - 5:30pm. We will not be available outside of those hours.
2. If we are managing your home that means we are handling all aspects of your property including maintenance and cleaning. We no longer allow owners to clean their property as it is a highly intensive process we go through with our cleaners.
3. Owner will accept restrictions regarding access to listings on Airbnb or VRBO. We do not give owners access to guest messages nor **pricing terms**. We decide the pricing on the home as we are educated to do so. It is our goal to get as much money each night as possible for you. We need the freedom to adjust the pricing as needed.
4. As we handle all aspects of your property, we need the freedom to make decisions for purchases on your property. We always get authorization for anything over \$500, and usually much less, but if it is a necessary item we need the freedom to do so. As Airbnb owners ourselves we are very conscious about what we spend on your behalf.
5. Problems will arise as this is a very high stress/people orientated business. There are strangers coming in and out of your home almost daily, and not everyone can be pleased. There will be complaints, some poor reviews, some justified and some not. We do our best to please everyone but know that it is not possible to do so.
6. We do our best to catch damages and missing items, but we will not catch 100% of everything. Some stuff will be missed. If anything is of extreme value or sentiment we recommend not putting it in the home.
7. **PLEASE UNDERSTAND THAT YOU AS THE OWNER WILL ALWAYS MANAGE YOUR HOME BETTER THAN ANYONE ELSE CAN.** We are here to do the job so you do not have to. We cannot do our job if you do our job. If you want control in the management, we suggest you manage it yourself and find a helpful co-host. We are designed to do it all - not some - for you.

OWNER HOME USAGE:

Owners must let us know when they will be using the property as far in advance as you can give us. We require a minimum of 21 days before use, but as far as you can let us know will prevent someone else being in your home when you would like to use it. We will not cancel a reservation already in place at the time notice is given so you can stay at the home. If you do use the home you will be charged a cleaning fee for us to come clean your home (the same amount we charge the guests).

If an owner goes against our code of conduct we reserve the right to terminate services as outlined in the termination policy.

FINANCIAL COMMITMENTS

One Time Fees:

You will be sent an invoice prior to launching your listing

1. **Linen Program**- one time investment based on the bed count of the property must be completed prior to going live. This provides **all linens, duvets, and towels in the house**. These are the most used and constantly replaced items in a short term rental. Conmigo takes the burden of replacing them from you.

King Set: \$180 Queen Set: \$150

Full/Twin Set: \$128 Towels: \$50/bed Hot Tub Towels: \$100/tub

2. **Standardized Items**-There are certain items required to be in the home so management will run smoothly. These will help us avoid many big problems that come with managing an Airbnb, and help our processes which provide success in quality. List is below. **We will automatically install these items unless you provide some on your own.** Please talk with us if you do provide things on your own.

3. **Onboarding Fee**- We charge a one time \$150 to get your property set up and in our systems. This takes many hours and helps us to be able to spend an ample amount of time at your property to learn all we need to know about the space.

Owner is responsible for providing the following: landscaping of any exterior spaces outside of the weekly mowing/snow removal, and any remodel projects. Owner will promptly purchase any items deemed necessary to be replaced or provided for the continued success of the home. Broken or damaged appliances, furniture etc will not be accepted.

Monthly Fees:

Charged from your payout each month

1. **Software Fee:** \$50/listing

2. **Trash to Curb Services if applicable:** \$50

3. We have a maintenance team who will handle upkeep & minor repair items within the home during a guest's stay. Our current rate is \$75/hour to dispatch our maintenance workers and any after hours emergencies are billed at \$125/hr. This is only on an as needed basis. Our feedback of things needing to be done come from guests and cleaners. Some months you may see maintenance done, others you might not see any.

STANDARD ITEMS WE REQUIRE

During the onboarding process we standardize the property and bill for these prior to launch.

1. Consumable Soaps & Lotions - Public Goods
2. Bathroom Sink - (1) hand soap, and (1) lotion
3. Shower - (1) shampoo/Conditioner, and (1) Shower gel
4. Kitchen sink - (1) hand soap, and (1) dish soap
5. Roku TVs or Roku sticks - There may be an exception to this based on the owners TVs but Conmigo will maintain the right to install the type of required TV. Roku's have guest modes that make them best for Short Term Rentals.
6. Front door - "Sifely" door locks and gateways to operate them.
7. Lockable Cleaning closets - Signstek Digital Door Lock with Keypad
8. Exterior lockbox with master set of backup keys
9. Hair dryer - (1) per home
10. Queen sized Pillows - NO king sized pillows
11. Comforters - 1 per bed is required, Conmigo will provide duvets
12. Linens - Conmigo owned and managed purchased linens (linen program)
13. Towel rack for Hot tub towels if applicable & Conmigo safety sign
14. Fans and space heaters - These are required for the day when a guest is too cold or too warm and wants better control. Also for when the heat or AC does not work and it's a late night on a weekend.
15. Keurig Coffee makers
16. Coffee pod holder (drawer or tree)
17. Coffee pods & supplies
18. Honeywell OR Nest thermostats- This way we can control the temp and prevent guests from freezing your AC units (which has happened).
19. Hangers in closets
20. Kitchen supplies: Fully stocked and also includes: Wine glasses, wine bottle opener, can opener, scissors, pizza cutter, knife set, toaster, strainer, large pot, mugs, baking supplies
21. Iron and Ironing Board
22. Safety Items: Fire Extinguisher, Smoke Detectors, Carbon Monoxide Detector Cleaning Items: Mop, vacuum, broom and dust pan, rags and cleaning products. Our cleaners bring our own, but these are for the guests to be able to clean during their stay.

Things we **DO NOT** allow:

NO door knobs with key entries (bathroom/master bedroom is okay but needs to be a push lock, not a key lock). Guests lock themselves out of everything!

To know the pricing of each item please ask rachel@stayconmigo.com

PAYOUTS EXPLAINED

Payout Schedule

We pay you for deposits made from the **1st-Last** of every month. You can expect deposits to be submitted between the 5-10th of each month, and take 5-7 business days to be deposited into your account (holiday weekends are a little longer due to bank hours). You will receive an email with a detailed report of your earnings at the time your payout is submitted.

Payment Split EXAMPLE

We charge for 4 things every booking:

1. **Cleaning Fees** (100% of the cleaning fee, it is paid by the guest so you won't see it on the statement)
2. **Management Commission** (20% of each nightly booking rate)
3. **Airbnb/VRBO Service Fees/Stripe Fees** (3-5% of total payout)
4. **Waivo Insurance** The guest pays for this as part of their "accommodation fare". We charge an extra fee for this to the guest, so you won't see this on the statement.

Example: You get a 2 day booking for \$470 total.

1. We take the cleaning fee out. Let's say it's \$70 leaving us with \$400.
 2. We take out the \$20 insurance fee leaving \$380.
 2. Management commission of 20% leaves us with \$76 paid to Conmigo.
 3. Airbnb service fees are 3% of the full \$450 so = \$13.50
- What goes to you from this booking = **\$290.50**

Tax Forms

You will be asked to fill out a w9 form. We will be sending you the 1099 Misc at the end of the year.

Contact for Financial Questions:

Financial Officer: Rachel Kirkham
rachel@stayconmigo.com
801-845-0588 Ext. 101

Fine Print:

1. Owner will add Conmigo as an additional insured to the property insurance policies & provide certificate of insurance. This obligation will survive the termination of the agreement.
2. Owner acknowledges Conmigo manages properties for other owners & there is no exclusivity stated or implied in this agreement.
3. Owner acknowledges the risk associated with any decision to rent out a home as a short-term rental especially in an area where it is not expressly permitted due to local county or state statute. Furthermore we do not guarantee occupancy rate, though that is the goal. **This is a higher risk investment you are choosing to do.**
4. Owner will inform Conmigo of any impending partial or whole changes in ownership.
5. Owner indemnifies Conmigo from any liability, loss, damage, cost or expense including attorney fees & judgements that may arise from injury to person or property sustained by anyone in connection with the unit, unless in the case of willful negligence as has been determined.
6. Though it is our goal to catch all damages and missing items, it is impossible to catch 100% of everything.
7. Owner recognizes that Conmigo is not liable for any missing or damaged items.
8. This agreement is governed under the laws of the municipality, county, state & country where the unit resides.
9. Conmigo and the Owner acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.
10. This agreement is the final word regarding the business relationship between owner & Conmigo & it nullifies any pre-existing agreements upon its validation.

Conmigo reserves the right to make changes/update policies as we grow and will send an email of any updates/changes within 14 days of enacting them. We will keep all terms and services posted on our website to you to view at any time. We do this so that every time we make a change to the contract you do not have to re-sign the contract.

Agreement Term & Cancellation

1. This agreement will conclude 365 days from fully-executed document completion, and continue automatically on a yearly basis from the date of signature & will continue to renew on that basis until canceled in writing by either party with **30 days** written notice. The services, reservations, and contract remain intact for those 30 days. However, the Agreement may be terminated in the following circumstances: **1. Sale of the Property. 2. Request for cancellation, in writing, 30 calendar days prior to the expiration of the current contract period (365 days), provided by the terminating party to the other party.** If a written 30-day notice of cancellation is received prior to the end of the contract, Owner may terminate the management contract with a **\$1,000 early cancellation fee** paid to the Manager. If a written 30-day notice of cancellation is received for the end of the contract, then no cancellation fee will be assessed. For all contract terminations, bookings are to be honored during the 30-day cancellation period and only Conmigo Vacation Rentals will be permitted to host guests in that period. **It should also be noted that If you sign an agreement, and cancel the agreement before any work is done by Conmigo, you will be responsible for a \$500 cancellation fee.**

CANCELLATION OF AGREEMENT AND COMPLIANCE WITH THIRD-PARTY BOOKING POLICIES.

2. In the event that the Owner elects to cancel this management agreement, they must fully comply with all policies, rules, and regulations set by third-party booking channels which include, but are not limited to, Airbnb, VRBO, Google Travel, Booking.com, and Expedia.com. The Owner recognizes that any reservations that cannot be canceled without incurring a fee or causing penalties to the Manager's account status, according to these third-party booking platforms, must be honored. As part of this agreement, the Owner is required to fulfill all requirements stated by these booking channels to avoid Manager account penalties. These requirements may include, but are not limited to, providing a copy of new management agreements, supplying sales information as proof of ownership change, and paying any cancellation or penalty fees incurred. It is acknowledged that policies of these third-party booking channels may change over time. By entering this agreement, the Owner consents to adhere to the procedures as outlined in this clause and to comply with any future changes to the rules of third-party booking channel sites. This adherence is essential to protect the Manager's accounts from being penalized. The Manager retains the exclusive rights to all reservations, guest data, reviews, and other related information. Any breach of these obligations by the Owner may lead to legal consequences.
3. Conmigo reserves the right to sell the contract to another property management company.
4. If the owner wants to sell the home during our management, Conmigo Vacation Rentals licensed realtor reserves the right to list the home UNLESS the owner of the home is a real estate agent themselves. Conmigo also reserves the right of first refusal to purchase your property.

HOUSE INFORMATION

Codes on the House Doors/Garage:

Are there any door lock codes we need to know, and where?

Is there a garage/code?:

Do you need snow removal/lawn mowing taken care of by Conmigo?:

Trash Day:

Recycling Day:

Wifi User Name:

Password:

Location Of Important Things:

Where is the electrical breaker located?

Where is the water shut off valve located?

Do you have a home warranty? If yes, Name and Number?

What are your BREAK EVEN costs per month on the property? We need to know so we can negotiate pricing with guests for longer term stays if needed.