



# PROPERTY RENTAL MANAGEMENT SERVICES AGREEMENT

In consideration of the covenants contained inside this Property Rental Management Services Agreement ("Agreement") and services to be provided, this Agreement is by and between Vacaxions, and \_\_\_\_\_ the undersigned owner ("Owner"); "Owner" means the owner, any holder of legal or equitable title to the property, their heirs, successors, assigns or agents. Owner agrees/agree to hire the services from the undersigned manager Vacaxions ("Manager" or "Brokerage Firm" or "Agent"), exclusively to rent, lease, operate and manage the vacation real property located at: Address: \_\_\_\_\_ Apt#: \_\_\_\_\_, City \_\_\_\_\_ Estate \_\_\_\_\_ Zip \_\_\_\_\_ ("Property" or "Home" or "Unit"). Vacaxions will begin managing the property on \_\_\_\_\_ ("Date"), and the initial term shall extend through \_\_\_\_\_ ("Date").

**Now, therefore, the parties hereto agree as follows:**

## I. MANAGEMENT SERVICES AND DUTIES

### 1. Marketing Efforts.

- 2). **Vacaxions will offer and promote the Property**, a section or portions of the Property for the purpose to rent, lease, screening, selecting and obtaining residents and guests, executing leases and renewing or extending lease contracts.
- 3). **Vacaxions will maximize exposure of the Property, Vacaxions may and will determine the appropriate third-party marketing channels to promote the property** which may include electronic or printed materials, descriptions, photographs, virtual tours on vacaxions.com, Facebook marketplace, Airbnb, VRBO, social media, video and other marketing channel in order to maximize Property revenue. Vacaxions will also may display signs on the Property in accordance with applicable laws and restrictions.
- 4). **Owner acknowledges that Vacaxions cannot effectively or responsibly market and manage the Property if Owner continues Owner's own efforts and marketing.** Additionally, Owner marketing may cause liability for Vacaxios and Owner. Owner specifically agrees to immediately terminate any marketing or other efforts to lease the Property upon signing of this Agreement and to advise Vacaxions of any outstanding advertisements and to provide copies of those advertisements to Vacaxions at the time of signing this Agreement.

### 5. Price and Reservation Management.

- 6). **Vacaxions will in its sole and absolute discretion, advertise and offer the Property for rent at the current market rates (no less than \$\_\_\_\_\_/night or for no less than \$\_\_\_\_\_/Month as designated by owner),** Vacaxions will also determine rental rates based on property and market characteristics and demand.
- 7). **Owner understands the differences between short term Lease and long term lease and the financial implications** and wear and tear each of those lease terms will cause to the property. Therefore, **Owner agrees to lease the Property for:**  
**Short Term Only**       **Long Term Only**       **Long and Short Term**
- 8). **Vacaxions may or may not use technology to automate the process to price and reserve the Property** for a rental value according to the current market demand.

### 9. Resident or Guest Administration and Qualification.

- 10). **Vacaxions will operate and oversee any reservation and registration activities with respect to the Property,** including phone/message services, computers, software, administration and staffing in order to provide appropriate arrival, departure and associated service to the Residents and Guests.
- 11). **Vacaxions will take actions it deems appropriate to manage guest relations, including communicating** with guests, managing guest **check-in and check-out,** addressing **guest issues** that arise during or after a rental stay, and **managing guest reviews.**
- 12). **Vacaxions is to qualify long term Residents for occupancy.** Vacaxions will view applicants

Vacaxions Manager Initials:

Owner(s) Initials:

information, speak to previous landlords when practical, verify employment and income, and may obtain other background information if needed like getting the lease locally notarized and passing the cost of the prospect resident or guest.

- 13). **Owner agrees to the use of Vacaxions Qualifying Criteria** used by their Managers, which is used to qualify Residents for occupancy. Vacaxions will not share any personal information with Owner respecting the future, past or present Resident or Guest of the Property.
14. **Reservations, Payments and Rental Proceeds.**
  - 15). **Vacaxions will process all reservations and process and collect payments** from guests for vacation rental and long term stays at the Property, on behalf of Owner.
  - 16). **Vacaxions is to advertise the availability dates** for rent of the Property or any part thereof and to display "For Rent" signs thereon; to execute leases, renewals or cancellations of leases relating to the Property in the name of the Owner.
  - 17). **Vacaxions shall** use its reasonable business efforts (which does not include the expenditure of funds or the initiation of legal proceedings) to **collect and enforce the collection of all rentals and other charges due to Owner** from Residents and/or Guests of the Property. However, **Vacaxions shall not be liable** to Owner **for rental or other proceeds which cannot be collected for any reason**, including but not limited to, "bounced" checks, credit card "charge backs" or fraud.
  - 18). **Rental proceeds from Vacaxions Bookings.** For reservations booked on the www.vacaxions.com website or by phone or person through Vacaxions, the "Rental Proceeds" for each reservation shall be the total rent paid for the period during which the Property was occupied pursuant to the reservation.
  - 19). **Rental Proceeds for Channel Bookings.** For reservations booked through a Channel, the "Rental Proceeds" for each reservation shall be the total rent paid for the period during which the Property was occupied pursuant to the reservation, less fees, charges, or commissions imposed by the Channel, if any.
  - 20). **Rental Proceeds Limited to Rent.** For purposes of clarity, Rental Proceeds do not include lodging, VAT, or other applicable taxes, cleaning fees, other guest or third-party fees, or any other fixed or variable charges, fees or amounts other than rent, except as the parties may agree in writing.
21. **Channel Marketing and Fees.**
  - 22). **A Marketing Channel** may act as merchant of record for some Property transactions reserved through the Channel. Owner acknowledges that certain Channels **may charge resident/guest fees that will be retained by the Channel** (and that will not be shared with Vacaxions or Owner).
  - 23). **Owner further acknowledges that the presentation of the Property**, including but not limited to the breakdown of the **total cost of stay as displayed** to the end user during checkout, **may vary among Channels**; and that due to limitations on the ability to present specific line items on some Channels **the amount reflected as "rent" on a Channel might include fees, taxes, or other amounts that are not rental proceeds** as defined in this Agreement.
24. **Deposits and Demands for non payment.**
  - 25). **Vacaxions is to collect rents and to collect and disburse security and other deposits**; Vacaxions is to deposit all receipts collected for Owner inside a separate account within a qualified banking institution. Vacaxions shall not incur any liability for bankruptcy or failure of the depository. We apply payments received as tenant charges occur.
  - 26). **Vacaxions will deposit all** reservation deposits, rentals and other rental unit generated funds with respect to the Property **in an escrow type account**. After said funds have cleared the bank and are earned, **Vacaxions shall deduct and retain the service commission and all authorized fees and expenses. Vacaxions will forward to the Owner the net remainder**, by direct deposit, **on or before the 13th day of the month following the month of the rental.**
  - 27). **Vacaxions is to make demand on tenants for non-payment** of rents or other monies due pursuant to tenant's lease agreement. Vacaxions will execute and serve, in the Owner's name, such notices and demands on defaulting tenants as the Manager may, in consultation with the owner, deem necessary or advisable to terminate tenancies and to sign and serve for the Owner such notices as Vacaxions deems appropriate.
  - 28). **Vacaxions will institute legal actions in the name of the Owner**, to evict tenants and recover possession of the Property; to recover rents and other sums due. Vacaxions will settle, compromise and release any and all related actions to the involved legal parties.
  - 29). **The parties mutually acknowledge that Vacaxions** and any of their Managers **are not an attorney** and cannot act as an attorney in any case proceedings. Manager may recommend use of legal counsel, but the engagement of counsel is to be the Owner's choice, decision and at the Owner's expense.
30. **Accounts Receivable.**
  - 31). **Vacaxions will collect, deposit and account for all rents and other sums received on behalf of Owner** and will account for all monies deposited to or paid from Vacaxion's pooled bank

Vacaxions Manager Initials:

Owner(s) Initials:

PAGE 2 of 11

account on behalf of for benefit of Owner.

- 32). **Owner shall at all times** during which Vacaxions is managing the Property **maintain a minimum balance of MX\$2000.00 reserve fund** to insure that routine maintenance or other minor expenses can be promptly paid.
- 33. Accounts Payable.**
- 34). Subject to the provisions for the order of application of payments stated in this agreement, **at Owner's signed written request** and authorization, **Vacaxions will pay Homeowners Association dues from rent proceeds** as specified in the request and authorization. **Owner will provide the full payment address and any other information** required to accompany payment such as account numbers or other identification information. **Vacaxions will rely exclusively upon the information provided by Owner** in making any such payments and assumes no responsibility for confirming the accuracy of the information provided. **Vacaxions assumes no responsibility for confirming** receipt or proper crediting of the payments made by Vacaxions according to this section.
- 35). **Owner and Vacaxions agree that Vacaxions shall apply all monies collected** by Agent from the Resident or Guest and/or the Owner of the Property **in the following descending order of priority: (1) Management Fee, (2) Expense Reimbursements to Vacaxions, (3) Interest at the rate of 21 % per annum on any Expense Reimbursement to Manager balance that at the date of the disbursement has been outstanding 30 days or more (4) Minimum Balance for Reserve Fund, (5) Expense Reimbursements to Third Parties, (6) Utilities Expenses, (7) Home Owner's Association Fees - if applicable.**
- 36). **Owner specifically agrees that Vacaxions shall have no liability** or responsibility whatsoever for any loss by Owner for failure to pay one or more items listed so long as Vacaxions has applied the receipts in the order set forth above.
- 37). **Vacaxions shall maintain accurate records of all monies received and disbursed in connection with the management of the Property, and these records shall be open for inspection by Owner during regular business hours and upon reasonable notice.**
- 38. Utilities, Services, Condominium and Other Fees.**
- 39). **Owner shall furnish at Owner's expense all appropriate utilities for the Property at the beginning of this agreement** or by the time the first resident's moved-in or guest's check-in, including but not limited to **gas, electric, sewer, water, cable, internet, trash removal, and pest or termite control as needed.**
- 40). **Owner is advised to lock or disable** any pay-per-use services, such as long-distance telephone service or pay-per-view cable television, if such services are not being provided, to prevent residents or guests from incurring charges.
- 41). If needed, and **under Owner written approval, Vacaxions will perform duties to accommodate the payments of the services for the Property.**
- 42). **Vacaxions cannot be held liable for any missing or wrong information** from any services that Vacaxions performs and or for the non-authorization from the parties where the payment of such bills have to be deposited.
- 43). **Owner must pay all local, state and federal taxes as well as any licenses to operate** associated with the Property or the income received from the Property.
- 44. Records, Statements and Disbursements.**
- 45). **Vacaxions shall maintain accurate records of all funds received and disbursed** in connection with rental and management of Property.
- 46). **Vacaxions will render a monthly statement** of receipts, disbursements and charges each month sometime **between the 10th and 20th** to be emailed to the Owners or interest parties marked in the box below.
- 47). **The statement shall be deemed fully approved unless Owner objects in writing prior to the date of the next statement of account.**
- 48). **Vacaxions shall make disbursements to Owner based on gross rents collected minus any applicable fees** incurred which could include, but are not limited to, fees due to Manager, fees for maintenance, repairs, materials, banking costs, collection fees, setup fees, legal fees, late fees, refundable/non-refundable deposits, management fees. **In the event that gross collected rents do not cover the cost of repairs, the Owner will be required to submit additional funds to Vacaxions to cover the cost of the repairs.**
- 49). **In case disbursements exceed the receipts, Owner agrees to pay the deficiency by the first of the following month.**
- 50). **Vacaxions is not responsible for late charges** or the resulting effect on Owner's credit if timely payment is not made.
- 51). Rental Proceeds as defined herein, less the Management Fee and any expenses incurred on Owner's behalf pursuant to this Agreement. **Vacaxions shall initiate payment by direct deposit, the Owner Payment by the 13th of each month (or, if the 13th falls on a weekend or holiday, the following business day) for rentals with a checkout date during the previous month.**
- 52). Vacaxions will remit each month's net proceeds after fees and services

Vacaxions Manager Initials:

Owner(s) Initials:



paid. **Owner agrees to inform Manager promptly in the event of changes to any of: their mailing address, e-mail address and telephone number.**

DIRECT DEPOSIT/PAYMENT INFORMATION

NAME: \_\_\_\_\_ Choose one:  
STREET ADDRESS: \_\_\_\_\_ Direct Deposit  Paypal App Payment   
CITY: \_\_\_\_\_ Type of Account \_\_\_\_\_  
STATE: \_\_\_\_\_ Bank Name \_\_\_\_\_  
ZIP CODE: \_\_\_\_\_ Account# \_\_\_\_\_  
TEL: \_\_\_\_\_ Routing# \_\_\_\_\_  
EMAIL ADDRESS:(to disburse statement): \_\_\_\_\_ Clabe# \_\_\_\_\_

**53. Inspections, Cleaning and other Services.**

- 54). ***Vacaxions is to maintain the Property in case of vacancies and to provide periodic inspections of managed Property(ies), we include 1 weekly visit to all vacant properties to ensure the good outstanding of the Property and its integrity. Vacaxions will visit the properties regularly and will send the owner at least 1 inspection report along with pictures per every 1 months of a calendar year for short term leases or 1 every 3 months for long term leases. Owner will be notified of any necessary repairs and improvements as they arise. Vacaxions will supervise and discharge all labor required for the operation and maintenance of the Property.***
- 55). ***These inspections and reports are free of charge to the Owner, however, Owner is responsible for and to pay for any repairs the Property may need at any given time to maintain the rental unit in outstanding market condition.***
- 56). ***Vacaxions will set and collect a cleaning fee from guests and shall furnish or arrange housekeeping services. Vacaxions will also check and replace burned out light bulbs at the beginning of each rental stay along with refilling the resident/guest supplies which may include bath tissue, soap, paper towels, dishwashing detergent, and garbage bags, a complimentary basket per stay and various concierge type services targeted to resident and guests.***
- 57). ***Vacaxions may collect a royalty, commission or in other way payment from the sale of activities, tours, car rentals and other services offered to residents and guests and this profits are not combined or use on any Owner account receivable.***

**58. Maintenance and Repairs.**

- 59). ***Owner authorizes Vacaxions to perform or arrange on Owner's behalf and at Owner's expense ordinary maintenance, repairs, and services for the Property if deemed needed. Unless specifically authorized by Owner or an "Emergency Repair", the expense to be incurred for a single item of repair or alteration shall not exceed MX\$2,000.00. Vacaxions agrees to notify and consult with Owner for any repairs and alterations above the mentioned amount.***
- 60). ***Any third-party contractors used to perform major repairs or other service work at the Property will be engaged on behalf of Owner.***
- 61). ***Vacaxions offices offer in-house staff of maintenance professionals for services needed in a property. When a service need arises in the Property, Vacaxions will use our office staff first. By using our own in-house maintenance staff, the Owner saves approximate 20% off from labor on most maintenance services performed at a Property and Vacaxions can schedule the service in a faster and more efficient way. Upon Owner request, Vacaxions will provide Owner with a written copy of the price rates and fee schedule for such services by using our staff VS using a third party contractor.***
- 62). ***The cost of any repairs made to Property shall be billed to Owner. Owner agrees that some Owner expenses may incur between residents and or guests specially when long term leases end; these can at times include some touch up painting, caulking in bathrooms etc. Vacaxions will always communicate with the Owner before any maintenance occurrence unless the service has been dimmed as an emergency or services needed before a resident/guest move-in/check-in without passing the "Emergency Repair" amount.***
- 63). ***Emergency repairs are defined as, "necessary to protect the property from damage, to prevent damage or risk to life, limb, to maintain services to the resident or guest, or to comply with applicable laws and other requirements."***
- 64). ***Owner agrees that in the event the Owner is not reasonably available for consultation, Vacaxions will execute service contracts for the operation, maintenance and safety of the Property, as the Manager shall deem advisable and/or necessary, in the name of the Owner. Such service contracts or arrangements include but are not limited to electricity, gas, fuel,***

water, telephone, window cleaning, garbage collection, pest control, and any other utilities and services required for the property's operation.

- 65). ***Vacaxions will provide the resident or guest that occupy the Property a contact for maintenance or emergencies for a 24/7 – 365 days of the year.*** Designated staff or an independent contractor shall respond and perform the necessary emergency repairs, which shall be expensed to Owner. ***Vacaxions shall attempt to collect any and all Resident induced expenses*** from the Resident, on Owner's behalf.
- 66). Vacaxions does not guarantee any results from repair work or services performed and completed by their own maintenance staff or any third party contractors when performing maintenance repairs in a residential or commercial Property.
67. **Remote Lock and other Technology.**
- 68). ***With the Owner written approval and for easy access*** to our vendors and residents/guests, at any given time, ***Vacaxions may install and set up a Remote Lock and or an outdoor front camera for safety purposes*** on the rental properties that Vacaxions manages.
- 69). ***At all times, this lock will be owned and maintained by Vacaxions while under Management Agreement.*** This lock system or camera systems, requires an additional labor and work to ensure proper functioning.
- 70). ***If Management Agreement is cancelled by Owner prior to the end of 1 year year, Owner will be charged for the lock and or camera a MX\$4,500.00 lock & technology fee. If Management Agreement is cancelled between the 1st and 2nd year, owner will be responsible for a MX\$2,250.00 lock fee. After the completion of the 3rd year, the lock and or safety camera will become the property of the Owner.***
71. **Accidental Damage Insurance.**
- 72). ***Vacaxions encourage every resident and guest to acquire their own insurance*** in case of accidental damage to the Property or personal body injury to the residents or guests while staying at the Property, this includes but no limited to booking platform insurance options, liability insurance policies or international Travel Insurance.
- 73). ***Owner is encouraged to maintain liability insurance for the Property.*** Owner agrees that Owner's insurance policies are primary and will prevail over other valid and collectible insurance for all incidents and occurrences that occur in or around the Property. Owner is solely responsible for the payment of any insurance premiums.
- 74). ***Normal wear-and-tear, as well as theft, is not covered by insurance.*** Vacaxions is not responsible for any such damages. For any stays of 30 days or more, Residents and Guest will be required to obtain additional accidental damage insurance or pay a security deposit for the remaining term.
- 75). ***Vacaxions will not be held liable or responsible for any damage or theft to the property*** or for any personal injure liability happening to residents or guests while staying at the Property.
76. **Material Defects and Disclosures.**
- 77). ***Owner agrees that any defects of a material nature, including, but not limited to, structural defects, soil conditions, violations of health, zoning or building laws, or nonconforming uses and zoning variances, known or suspected by Owner must be disclosed to Vacaxions*** for the Property at or before the effective date of this Agreement.
- 78). ***Owner agrees to fully indemnify Vacaxions*** and to hold Agent/Manager/Brokerage harmless for any and all claims, damages or other negative consequences to Agent/Manager/Brokerage resulting ***from any failure of Owner to disclose*** known or suspected defects as required by this Agreement. Additionally, Owner shall pay all costs, including legal fees or other expenses incurred by Agent/Manager/Brokerage in connection with any non-disclosure by Owner.

## II. OWNER RIGHTS AND DUTIES

79. **Start-up and furnishing.**
- 80). ***Owner shall furnish Vacaxions with all documents and records required to properly manage the Property,*** including, but not limited to the following documents: current resident or guest contact information, current lease if one is in place, HOA or Building codes and covenants and any other legal document that pertains to the property. ***If the Property is vacant it must be clean as well and be in check-in ready condition if needed.*** Owner shall be responsible for all expenses to make the Property check-in ready, if it is not, Vacaxions may at Manager's discretion hire the necessary work done and charge it to Owner either directly or as an Expense Reimbursement to Vacaxions.
- 81). ***Property must contain furnishings of good quality, style and utility which are consistent with other accommodations being offered for rental in the general vicinity of the Property.***

Such furnishings shall include, but not be limited to, appropriate furniture in each room to accommodate the number of residents or guests which the Property sleeps at, and the appropriate amenities (dishes, silverware, glassware, cooking utensils, pillows, blankets, etc.). ***A list of required furnishings and amenities will be provided by Vacaxions upon request if needed.***

82). Due to ***normal wear and tear***, Owner will need to replace the following items as deemed necessary by Vacaxions: Bedspreads, comforters, pillows, mattress pads, BBQ pits, shower curtains, window coverings, rugs and kitchen inventory. ***Vacaxions will contact Owner with any items needed at the Property*** at any given time during the duration of this Agreement.

### **83. Rights and Obligations of Ownership.**

84). Nothing in this Agreement changes Owner's title to, or general rights and obligations of ownership in the Property.

85). ***Owner is and shall at all times remain fully responsible for all physical, legal, tax and financial matters pertaining to the Property whether it is rented or not, including responsibility for:*** the cost of all repairs, maintenance, and replacement of any and all furnishings, fixtures and equipment necessary to maintain the Property in a suitable condition for rental occupancy; financial matters associated with ownership of the Property; and ensuring that the Property is in compliance with applicable law, regulation, deed, restriction, or HOA bylaw or rule.

### **86. Condition of Property and Legality of Vacation Rental Use.**

87). ***Owner represents and warrants that:***

88). ***Owner is the lawful owner of the Property.***

89). ***Owner has full authority to enter into this Agreement***, and if Owner is a legal entity, that the person signing on the entity's behalf is fully authorized to bind the entity.

90). ***Owner's execution of this Agreement does not conflict with any other contractual or legal obligation of Owner to a third party.***

91). ***The physical condition of the Property***, including any special features or amenities, is suitable and safe for use as a vacation rental and in compliance with applicable local building, health, and other codes or regulatory requirements.

92). ***The use of the Property as a vacation or long term rental is not prohibited by any applicable law, regulation, deed restriction, or homeowners' association bylaw or rule.***

### **93. Owner Usage.**

94). ***Owner has the right to use the Property so long as Owner reserves the dates of use in advance with Vacaxions.*** Owner may not schedule an Owner stay for any period for which an existing reservation is in place.

95). ***Owner stays are subject to Vacaxions standard check-in and checkout process*** unless otherwise agreed in written by Manager and Owner.

96). ***If during owner stays, the guests uses and needs the assistance of Vacaxions or Property Manager*** in other ways other than to check-in - check-out procedures, ***the Manager is entitle to receive a 50% fee for the management services*** of the week booked by Owner. Owner and guests may use Vacaxion services during those stays as normal until move-out happens.

97). ***Vacaxions shall clean or arrange to clean the Property after each Owner stay*** and charge to Owner the then-current cleaning fee for the Property as accordance to Vacaxions current cleaning rates.

### **98. Management Fees and Other Fees.**

99). ***Owner agrees to pay Vacaxions a fee or fees for services rendered*** at the rates hereinafter set forth. Owner agrees to conduct all negotiations and communication relative to the Property or any part thereof directly through Vacaxions, and shall compensate Vacaxions in accordance with the rates hereinafter set forth. ***Such compensation is due and payable to Vacaxions and may be deducted by Vacaxions from rents collected.***

100). ***Management Fees*** due to Vacaxions ***are 25% (twenty five percent) of gross rents*** collected either for long term and short term leases ***with no added monthly fees*** for inhabitable or not leased properties. ***For long term leases of over 12 months, a renewal fee of MX\$2000.00 or 10% of the gross monthly rent*** which ever is grater will be due to the Manager upon execution of any lease renewal and will be deducted from gross collected rents from the first month of the renewed lease in addition to the monthly Management Fee and in addition to fees paid to Vacaxions by Owner.

101). ***Additional fees may be charged to the residents or guests by Vacaxions and are payable to the Manager directly by the resident or guest.*** Those potential additional resident or guest charges can include concierge service fees, commission fees collected from the sale of tours and excursions, administrative fees, lease fees, late fees, and other fees originated by services provided by Vacaxions. ***These additional charges are the property of the Manager in addition to the other Fees to Manager named herein.***



- 102). Some *Property maintenance and or services related to the upkeep of the Property* offered by Vacaxions, *may and will be performed by in-house or preferred vendors that may provide rebates and/or discounts, which shall be retained by Vacaxions; Owner will receive a preferential rate for any maintenance performed for the in-house staff* in the managed Property as part of this Management Agreement.
- 103. Cancelation of the Management Agreement.**
- 104). *If Owner wants to terminate prematurely this agreement for any reason, it must do it in writing with no less than 60 days prior to wanting to terminate the Agreement*, as soon as the Owner honors all reservations up to 60 days ahead from the date of cancelation and as soon as Owner pays Vacaxions for any management fees owed originated from those future reservations.
- 105). *If a notice to terminate the Agreement is given to Vacaxions by the Owner written within 0-60 days, Owner will pay Vacaxions the equivalent of two months Management Fees* for a occupied Property based on the last advertised rental price.
- 106). *If Owner prematurely terminates agreement for any reason on a leased unit, Owner will pay Vacaxions the equivalent of 4 months Management Fees based on the Lease Rental Rate.*
- 107). *If Owner elects to sell the property during the agreement period, the Owner will still be obligated to pay the identified Management Fees above based on a occupied property. Upon termination, all monies due to Owner, if any, after all termination fees are paid in full, will be returned within 30 days.*
- 108). *Vacaxions reserves the right to cancel this agreement at any time and for any reason with written notice to Owner without penalty.* Reasons for Vacaxions to terminate Agreement with Owner specifically include but are in no way limited to or by the following: Owner failure to pay any amounts due to Vacaxions or any third party, under this Agreement or otherwise, in connection with the Property; Owner's failure to cooperate in providing necessary repairs to the Property or otherwise interfering with Vacaxion's ability to properly, safely and lawfully manage the Property
- 109. Existing Reservations.**
- 110). *Vacaxions has an Obligation to our residents and guests to honor existing reservations.* Owner acknowledges that resident/guest satisfaction is a priority for Vacaxions and its interests, and that the inability to host and/or cancel reservations is a significant source of resident/guest dissatisfaction, poor reviews, and demands for compensation among others. Accordingly, *Owner agrees to honor and host all existing reservations placed on the Property with a checkout date prior to the effective termination date or cancelation of this agreement.*
- 111). *Liability for Failure to host or honor existing reservations;* If Owner fails or refuses to honor one or more existing reservations for any reason, Vacaxions shall attempt to move the reservation to a comparable property. *If Vacaxions is able to move the reservation to a comparable property, then Owner agrees to be responsible for any actual costs incurred by Vacaxions to move the residents or guests* such costs for upgrades if any to accommodate the existing reservation. *If Vacaxions is not able to move the reservation to a comparable property, then Owner agrees to pay Vacaxions for the lost of Management Fee on that reservation times 3, plus any actual costs incurred by Vacaxions in connection with cancellation of the reservation.*
- 112). *Circumstances Outside Owner's Control; Owner will NOT be responsible for payment of the inability to host or honor existing reservations* where such circumstance is due to factors outside the Owner's reasonable control, such as flooding, fire, or the occurrence of a natural disaster or a mandatory evacuation order placed by a government or entity on where the Property is located. *If Owner makes an insurance or other third-party compensation claim that leads to recovery of lost rental income on displaced reservations, Owner shall notify Vacaxions of such recovery in writing, and Owner will pay or cause to be paid to Vacaxions an amount equal to the Management Fee that Vacaxions would have received on the lost rental income payment.*
- 113. Exclusivity.**
- 114). *Owner shall not rent the Property to others or contract with any third party* for rental services or marketing during the term of this agreement without Vacaxions express written permission.
- 115). *Owner agrees to conduct all negotiations and communication for the Property only through Vacaxions,* and refer all communications received in any form from the prospective resident or guest or any other source during the Term of this Agreement.
- 116). *Owner represents that Owner is not party to any other listing or property management agreements* with respect to the subject Property.
- 117. Reserve fund.**
- 118). *The Owner will provide Vacaxions with MX\$2000.00* to be for used day-to-day operations and maintenance fees in case of an emergency, Vacaxions may make expenditures on behalf of Owner

that Vacaxions may deems necessary to preserve the Property and prevent further damage.

**119. Negative Owner Ledger Balance.**

**120).** *Agent shall have no obligation to advance funds to Owner for any purpose.* If Vacaxions elects to advance any funds to Owner for any purpose, all funds advanced will be Expense Reimbursements to Vacaxions and paid according to the priorities stated on this Agreement. ***If Property is vacant*** or if Vacaxions elects not to forward funds to make a payment that would result in a negative balance on Owner's ledger, ***Owner shall deliver required proceeds to Vacaxions prior to the 1st of the month in order for authorized payment(s) to be made.*** Failure to do so will give Vacaxions the right to either, make the payment and treat the negative balance as an Expense Reimbursement to Owner, or to terminate this Agreement upon 10 days' notice and opportunity for the Owner to cure the deficiency within that same 10 day period.

**121).** If for any reason the disbursements on behalf of Owner exceed receipts for Benefit of that Owner, ***Vacaxions shall be entitled to interest on any amount advanced by Vacaxions at the rate of 21 % per annum from the date Owner's ledger balance became negative until the date all sums owed to Vacaxions are current.***

**122. Data and Records.**

**123).** *Owner agrees to make available all data, records and documents pertaining to the Property* which Vacaxions may require to properly exercise Manager's duties hereunder.

**124. Resident and Guest Privacy.**

**125).** *To ensure our resident and guest privacy and quiet enjoyment* while using our services and the Property, ***Owner shall not enter the Property*** or any immediately adjacent land or associated structures, or to permit any other person to do so, without (a) reserving an stay with Vacaxions covering the period of access or (b) checking with Vacaxions prior to entry.

**126).** ***Owner shall NOT place any cameras in the interior of the Property*** or in any portion of the property except in an exterior area that is visible from off the premises, such as a front porch as soon as it is installed with the knowledge and written notice to Vacaxions.

**127).** ***Owner is not entitled to any guest identifying information*** that may be provided to or accessible by Vacaxions, including without limitation full guest names, contact details, or payment information. As between Owner and Vacaxions, Vacaxions shall have the sole and exclusive right to such past, present and future resident and/or guest information.

**128. Taxes & Insurance.**

**129).** *Owner is responsible for the payment of any state, municipal or other real estate taxes and shall provide a copy of the payment records to Vacaxions within ten (10) days after Vacaxions reasonable request.*

**130).** *The Owner shall be responsible for liability and insurance coverage* to include; bodily injury, property damage, and personal injury public liability insurance, regarding the Property, ***and shall promptly,*** upon execution hereof, ***notify the insurer to name Vacaxions as an additional insured and shall immediately inform Vacaxions of any lapse or termination of coverage.***

**131).** *Nothing herein shall obligate Vacaxions to pay for or obtain insurance coverage for the Property.* The Owner understands that if Property was previously Owner occupied, Owner's insurance agency must be notified as such by Owner that said unit has been converted to a rental in order for insurance coverage to remain valid.

**132).** *Owner agrees to indemnify Vacaxions and hold Vacaxions harmless from any liability as a result of failure to timely update or maintain adequate insurance coverage.*

**133).** *Owner agrees to notify Manager of any change in insuring agency.*

**134).** Property is currently insured with:

Agent name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_

Policy number: \_\_\_\_\_

Deductible: \$ \_\_\_\_\_

**135. Foreclosure of Lien Against The Property.**

**136).** *Within 48 hours of Owner's receipt of notice in any form that proceedings have been or likely will be begun to foreclose any lien or to take any action that may otherwise have an effect on title to the Property Owner shall notify Vacaxions and where practical provide a copy of the notice(s).*

**137).** *Vacaxions shall have the right upon receipt of notice* in any form or from any source that any foreclosure or other action that does or may impact title to the Property ***to take any of***



*the following actions* without liability to Owner or any party claiming by virtue of privacy or other relationship with Owner:

- 138). Vacaxions may:
- 139). **Terminate this Agreement** upon notice to Owner, with the notice effective upon any of the following: transmission via electronic mail or message to the last known electronic mail address or location for the Owner; verbal notice followed by written email not later than 24 hours later; any other means reasonably calculated to give notice or that in fact does give notice;
- 140). **Disburse any sums then held on behalf of Owner** to pay any outstanding fees owed to Vacaxions for any services already rendered or expenses already incurred;
- 141). **Communicate with Residents or Guests, HOAs or Other Parties with an interest in the Property** for the purpose of advising those parties that Vacaxions no longer manages the Property and to advise those parties of the last known contact information for the Owner upon request;
- 142). If this Agreement is not terminated by Vacaxions, **Vacaxions may communicate with Residents or Guests, HOA's, Lenders or other parties with or without an interest in the Property** for purposes of continuing to manage the property, which shall specifically include efforts to secure payment for services pursuant to this Agreement;
- 143). **Take any other action required or prudent to protect Vacaxions from liability or potential liability to any third party that might arise in connection with the Property.**
- 144). **Owner shall indemnify Vacaxions and hold Vacaxions harmless for any liability arising out of any action to foreclose any interest in the Property** or any other action which may impact title to the Property, and Owner shall have no claim or cause of action against Vacaxions with respect to this Agreement, loss of rents or other revenue or any other claim related to the Property.
- 145). **Hold Harmless/Insurance/No Jury Trial/Jurisdiction.**
- 146). **Owner agrees to hold the Vacaxions harmless from any damage suits in connection with the management of the herein described Property and from liability** from injury suffered by any employee or other person whomsoever, and to carry, adequate general liability insurance for all losses which may be suffered in association with the Property.
- 147). **Owner hereby represents that Owner has adequate general liability insurance, in an amount that Owner has determined as sufficient, to cover all potential losses associated with the Property** but in no event less than MX\$1 million for personal injury or property damage.
- 148). **Vacaxions also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which he/she may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence.**
- 149). **Liability.**
- 150). **Except for the willful misconduct of Vacaxions,** Owner agrees to protect, defend, indemnify and hold the Vacaxions harmless from any and all costs, expenses, attorney fees, suits, liabilities and damages from or connected with the management of the property, including any liability for error of judgment, a mistake of fact or law, or for anything which Vacaxions may do or refrain from doing in connection with this Agreement.
- 151). **Owner shall protect, defend, indemnify and hold harmless Vacaxions** from any damages, costs, or expenses to Vacaxions arising from acts of third parties or loss of or damage to personal or real property due to vandalism, theft, freezing water pipes, any lease violations or default by any tenant or any other damage.
- 152). **Indemnification.**
- 153). **Owner agrees to Indemnify, Defend and Hold Harmless Vacaxions** and its affiliates, their members, managers, shareholders, officers, directors, employees, Property- Managers, partners, representatives, successors and assigns (individually, an "Vacaxions Party", collectively, the "Vacaxions Parties") and save and hold each of them harmless against and pay on behalf of or reimburse such Vacaxions Party as and **when incurred for any loss, liability, demand, claim, action, cause of action, cost, damage, deficiency, tax, penalty, fine or expense,** whether or not arising out of third-party claims (including interest, penalties, reasonable attorney's fees and expenses and all amounts paid in investigation, defense or settlement of any of the foregoing)(collectively, "Losses"), which any such Vacaxions Party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of this Agreement or rental or management of the Property.

### III. OTHER TERMS & MISCELLANEOUS

154). **Vacaxions Collection Efforts Limitations.**

- 155). **An effort will be made by Vacaxions on behalf of the Owner to collect charges owed by a Tenant,** but this effort will be limited to sending the Tenant a statement reflecting the balance owed and requesting payment.

Vacaxions Manager Initials:

Owner(s) Initials:

**156. Assignability.**

157). *This agreement is expressly assignable to another qualified property manager at the discretion of Vacaxions together with Owner approval.*

158). *Either party may assign this Agreement or any of its rights or delegate any of its duties or other interests in this Agreement at any time without the other party's consent.*

**159. Attachments.**

160). *The "Property Information & Checklist" is an attachment to this agreement.*

**161. Governing Jurisdiction, Language & Currency.**

162). *This agreement and any non-contractual rights or obligations arising from or in connection with this agreement shall be governed Spanish by and construed in accordance with the laws of Mexico.* You agree, as we do, to submit to the exclusive jurisdiction of the State of \_\_\_\_\_, Mexico.

163). *This Agreement shall be governed by and construed in accordance with the laws of Mexico, and any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Mexico. All payments and transactions under this Agreement shall be made in Mexican Pesos, and any exchange rate fluctuations or currency conversion fees shall be borne solely by the parties making or receiving the payment. The parties agree that any payment made in a currency other than Mexican Pesos shall be deemed to have been made in Mexican Pesos at the prevailing exchange rate at the time of payment.*

**164. Disturbances.**

165). *Vacaxions shall not be responsible for the immediate handling of disturbances on the Property, nor shall Vacaxions be responsible for damages done by such disturbances. This provision is intended by the Parties to this Agreement as a limitation on Vacaxion's obligation to do things such as, inform law enforcement of a noisy party, or other disturbance at the property and not as a limitation on Vacaxion's authority to lawfully remove problem tenants or tenants who cause repeated disturbances.*

**166. Guest Refunds.**

167). *Vacaxions may issue full or partial refunds to guests to address guest dissatisfaction where reasonable to do so. When doing so, the Owner will receive a notification of the results and a note regarding the actions taken or to be taken in order to avoid more refunds in the future.*

**168. Out-Of-Order Status.**

169). *Vacaxions may place the Property in "out-of-order" status at any time, for any cause that Vacaxions in its sole discretion believes could materially affect the quality or safety of a resident or guest stay. In no event will Vacaxions be liable for any losses to Owner related to the Property being placed in "out-of-order" status.*

**170. More than One Owner or Party.**

171). *In the event of more than one Owner or Party claiming ownership of the property, each Owner is jointly and severally liable for each provision of the contract. This contract constitutes the final, complete, and exclusive statement of the agreement of the parties, and supersedes any and all other prior and contemporaneous agreements and understandings.*

**172. No Employment Relationship; No Labor Relationship.**

173). *Vacaxions is an independent contractor and this Agreement shall not be deemed to create an employment relationship between Vacaxions and Owner. There is no existing labor relationship between Vacaxions, employees, agents and approved subcontractors and Owner, nor between Owner or the Owner's employees, agents and approved subcontractors and Vacaxions.*

**174. Intellectual Property.**

175). *All photographs, text, and other marketing materials that Vacaxions creates to market and to manage the Property shall remain the sole and exclusive property of Vacaxions. If Owner holds the copyright or other intellectual property right in any marketing materials for the Property, Owner grants Vacaxions a limited license for the term of this Agreement to use such materials for the purpose of performing the vacation rental services hereunder.*

**176. Mediation and/or Arbitration.**

177). *The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation or arbitration before either party pursues further litigation.*

178). *If the need for mediation or arbitration arises, the parties will choose a mutually acceptable conductor and will share the cost of the services equally. Except in the case of*

*bad faith on the part of the other party*, neither party shall be entitled to any award of extra fees or costs incurred by that party in connection with a mediation or arbitration regardless of if they are the prevailing party in subsequent litigation.

**179. Miscellaneous**

- 180).** *Both parties warrant that they have the power to enter into this agreement* and have obtained all necessary approvals to do so.
- 181).** *Each party acknowledges that these documents contain the whole agreement between the parties* hereto and that it has not relied upon any oral or written representations made to it by the other or its employees or agents. Nothing in this clause shall limit or exclude any liability for fraud.
- 182).** *A signature delivered by facsimile or electronic means*, a digital signature, or an electronic manifestation of assent (such as clicking a box to agree) **shall have the same force and effect as an original signature**. This Agreement may be executed in one or more counterparts or in different formats, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.
- 183).** *This Agreement shall not be modified* except by an instrument in writing signed by the Owner and an officer or authorized agent of Vacaxions in Mexico. **This Agreement may be amended as follows:**
- 184).** *Amendment by Mutual Assent*. This Agreement may be amended at any time upon the mutual assent of the parties. Any amendment by mutual assent must be in writing (including by electronic mail), must be signed by a Vacaxions Manager, and must identify the provisions of this Agreement that are to be amended.
- 185).** *Amendment by Notice and Acceptance*. Vacaxions may send Owner a proposed amendment to this Agreement, or a proposed fully restated agreement. Vacaxions will send any proposed amendment or restated agreement by electronic mail to Owner's last known address provided to Vacaxions. Any proposed amendment will be deemed accepted and will be incorporated into this Agreement, and any restated agreement will replace this Agreement, effective on the 31st day after Vacaxions transmits the proposed amendment or restated agreement to Owner, unless Owner notifies Vacaxions in writing before the date the amendment or restated agreement becomes effective that Owner objects, in which event the proposed amendment or restated agreement shall not become effective. An objection to parts of a proposed amendment or restated agreement will be treated as an objection to the entirety of the proposed amendment or restated agreement.
- 186).** *The parties agree that this agreement is fair and reasonable*. However, *if* any provision of this agreement is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording was deleted, then such provision shall apply with such deletions as may be necessary to make it valid and the remaining provisions shall remain in full force and effect, and **this agreement shall be enforced in such manner as carried out as closely as possible the intent of the parties hereto**.
- 187. Entire Agreement**
- 188).** *This Agreement, together with attachments referenced, constitutes the entire agreement between the Owner and Vacaxions*.
- 189. Binding Agreement**
- 190).** *This Agreement shall be binding* upon and inure to the benefit of the heirs personal representatives, successors or assigns of the Owner, and the heirs, personal representatives, successors or assigns of Vacaxions.

**OWNER (Check Box if Legal Entity)**

**VACAXIONS MANAGER**

Full Name: \_\_\_\_\_

Manager/Agent Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Agent Phone Number: \_\_\_\_\_

Title if signing on behalf of legal entity: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Date of Signing: \_\_\_\_\_

Date of Signing: \_\_\_\_\_