

**Welcome to Co Host Expert Company Inc.**

**Short-Term & Mid-Term Management Agreement**

This agreement is between Co Host Expert Company Inc. (referred to as "Co Host Expert") and the [Client/Owner] (referred to as "Sub-Host").

**Property/Listing:**

* Address: [Property Address]
* Contract Life Term: Start: [Start Date] | Ends: [End Date] (15 Months)

**Management Service Cost:**

* 20% of bookings and confirmed reservations paid to Co Host Expert Company Inc. or its affiliated companies.

**Management and Net Revenue Earnings Agreement:**

1. The Sub-Host will receive the net earnings of all reservations and bookings after the 20% management service fee is paid.
2. Management agreement is subject to rate increase with a 90-day advance notice to owner, landlords, and hosts after contract end date.
3. Payment to the Sub-Host will be made on the 7th-10th of each month for reservations cleared the prior month.
4. Payment to the Sub-Host will be made via ACH at the approval of Co Host Expert Company.
5. A valid ACH account will be required prior to commencing any payment distributions to the “Sub-Host” owner(s).
6. Co Host Expert Company Inc. will deduct the management service fee and any outstanding debts from the payment due to the Sub-Host.
7. Any additional expenses due to non-management related issues will be reimbursed to Co Host Expert Company Inc. by the Sub Host.
8. Payments due to Co Host Expert Company by the Sub-Host will be made directly through ACH transfer to a Co Host Expert Company provided bank account.
9. A completed W-9 form must be provided for the entity (Sub-Host) receiving all net earning revenue.
10. Wire payments sent to the Sub-Host will incur a service fee.

**Management Services Provided:**

* Creation and marketing of property listings on qualified OTA's and direct booking websites.
* A full professional direct booking sales team representing your property for corporate booking clients.
* Direct access to LivingQuarters.net a Co Host Expert Inc affiliated partner for direct bookings corporate clients nationwide.
* Guest and client communications from booking inquiry to check-out.
* Pre-inspection of units pre-check-in.
* Light maintenance of the units is provided and depending may be billed to the client. Any repairs exceeding $350 will be first sent for approval to the Sub-Host before commencing with any repairs.
* Inspections and troubleshooting within the scope of services.
* Negotiation with corporations and potential guests for direct bookings.
* Property listing calendar/pricing management.
* Restocking and supplies reimbursement.
* Assistance with guest dispute resolutions.
* Property interior update suggestions and guidance.
* Servicing of all reservation extension requests.
* Monthly reporting of reservations and earnings.
* Dedicated team to assist with the successful management and operations of your short / mid-term rental portfolio.

**Please Note:**

1. All bookings will be made via selected OTA's, in-house websites, corporate booking clients, relocation specialists, and 3rd party services.
2. The property must qualify for marketing and booking services according to each OTA's terms.
3. Listing, marketing, and bookings accepted and denied are at the discretion of the OTA's and Co Host Expert Company.
4. Permits and licenses are the responsibility of the owner.
5. $149 is due in advance by the Sub-Host per listing to be utilized for corporate booking websites yearly subscriptions. (Please inquire with Co Host Expert).
6. Co Host Expert Company makes no guarantees of profits or bookings.
7. Sub-host/owner authorizes Co Host Expert Company to accept bookings.
8. Termination of the agreement requires a 60-day notice from the Sub-Host.
9. Co Host Expert Company may terminate the agreement for breaches or fraudulent behavior.
10. Professional photos (no less than 24) must be provided by the Sub-Host, if you do not have professional photos we can refer a quality short term rental photographer to use for this service at your own choice.
11. Management fees for bookings made before termination of this agreement are still payable.
12. Sub-Host may be required to open an account with Airbnb. Co Host will notify if this is the case.
13. Tax filings are the responsibility of the Sub-Host.
14. In an event a guest wishes to rent a unit for a longterm period and the Sub-Host/Owner agrees, the Sub-Host Owner will pay the equivalent of 1 month's rent as we terminate the agreement.
15. Owner/Sub-Host agrees to notify with 90-day notice in advance plans to remove a property from the management service. This is required as existing future guest reservations may be affected.

**Taxes and Filings:**

1. Upon completion of the agreement, the Host will submit a completed W-9 Tax form to Co Host Expert Company Inc.
2. A yearly 1099 tax form will be provided to the Host for the monies paid during that tax year.
3. PayPal will also provide you with a 1099K at the end of the year detailing all payments made to you by Co Host Expert Company Inc. and/or its affiliated companies.
4. Co Host Expert Company Inc. will report the payments made to the Sub-Host to the IRS and follow all tax filings required by law for payments disbursed.  
   It is the sole responsibility of Host to file their own taxes, as required for earnings received from this agreement.
5. Co Host Expert Co. does not offer accounting services nor tax service recommendations.

**Arbitration**

This Dispute Resolution and Arbitration Clause shall apply if: (i) your company's legally registered address is in the United States; or (ii) your company's legally registered address is outside of the United States, but you file a claim against Co Host Expert Company Inc. within the United States.

***Overview of Dispute Resolution Process***. Co Host Expert Service Inc. is committed to participating in a consumer-friendly dispute resolution process. To that end, this Clause provides for a two-part process for individuals to whom Host provides a settlement: (1) in an informal negotiation directly with the Co Host Expert Company Inc. customer service team; and (2) with a binding arbitration administered by the American Arbitration Association (“AAA”) using its specially designed Consumer Arbitration Rules. The specifically designed Consumer Arbitration Rules provide that:

* Claims can be filed with the AAA online ([www.adr.org](http://www.adr.org/)).
* Arbitrators must be neutral and no party may unilaterally select an arbitrator.
* Arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party.
* Parties reserve the right to seek relief in small claims court for certain claims not exceeding $1,000.
* The initial filing fee for the consumer is capped at $200.
* Co Host Expert Company Inc. gets to elect the hearing location and can elect to participate live, by phone, video conference, or, for claims under $25,000, by the submission of documents.
* The arbitrator's decision will be binding by all parties as an arbitrator serves as a fast-track proceeding in lieu of court.

**Pre-Arbitration Dispute Resolution and Notification:**

Prior to initiating arbitration, all parties agree to notify each other of any disputes. Internal negotiations will be attempted for a mutually agreed resolution. If unresolved, written notification of arbitration will be sent.

Contact Information: Co Host Expert Company Inc.'s customer service team:

* Email: Info@cohosexpert.com
* Address: 1516 N 5th St Suite 111 Philadelphia Pa 19122

**Agreement to Arbitrate:**

Disputes will be settled by binding individual arbitration. The arbitrator will decide if this clause applies.

**Exceptions to Arbitration Clause:**

Claims related to intellectual property rights or seeking emergency injunctive relief are exceptions to arbitration.

**Arbitration Rules and Governing Law:**

Arbitration will be administered by AAA under the Federal Arbitration Act and AAA Rules.

**Modification of AAA Rules - Attorney’s Fees and Costs:**

Co Host Expert Company Inc. will cover initial filing fees exceeding $200 for claims up to $75,000. Attorney fees may be awarded if prevailing in arbitration.

**Arbitrator's Decision:**

The arbitrator's decision will be binding and may include declaratory or injunctive relief only on an individual basis.

**Jury Trial Waiver:**

Both parties waive the right to a jury trial for all arbitral disputes.

**No Class Actions or Representative Proceedings:**

Both parties waive the right to participate in class actions or representative proceedings. The arbitrator may not consolidate claims unless agreed upon.

**Entire Agreement:**

These Terms constitute the entire Agreement between Co Host Expert Company Inc. and the Sub-Host.

**No Joint Venture:**

No joint venture, partnership, employment, or agency relationship exists between the parties.

**Assignment:**

This Agreement cannot be assigned without prior written consent. Co Host Expert Company Inc. may assign with 21-day notice.

**Release and Indemnification:**

The Sub-Host releases, holds harmless, and indemnifies Co Host Expert Company Inc., its clients, hosts, owners, and property managers, as well as its affiliated companies and officers from any liabilities related to property management services.

Please review this document carefully and reach out with any questions or concerns. Welcome to using Co Host Expert Company Inc. as your Short, Mid-term property management company.

Top of Form

Co Host Expert Company Inc \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Owner / Sub-Host: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_