SHORT TERM RENTAL AGREEMENT

This Property Management Agreement ("**Agreement**") is made effective as of _____, 2023 (the "**Effective Date**") between Digsify LLC doing business as Digsify, ("**Digsify**") and _____, a _____ [individual, corporation, etc.] ("**Owner**"). Owner means the owner, any holder of legal or equitable title to the property, their heirs, successors, assigns or agents.

This contract affects the property referenced below for the term of __1_ year(s) after completion of design/furnishing and the availability of the property for rent.

- DIGSIFY is engaged in the business of renting short term vacation rental properties, and Owner owns certain real property that is suitable for rental as a short term and/or vacation rental property.
- DIGSIFY and Owner have agreed that DIGSIFY will provide certain short term rental services to Owner, all upon the terms and conditions set forth herein.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Summary**. The following is a summary of the parties and property that is subject to this Agreement:

1.1 Owner: _____
1.2 Owner address: _____
1.3 Owner Telephone and Email:
_____
1.4 Property address: _____
1.5 Property manager: Digsify LLC
1.6 Property manager mailing address: 5555 N Ocean Blvd Unit 41, Lauderdale By The Sea, FL 33308
1.7 Property manager Telephone and Email: 561-475-6482; info@digsify.com

2. **Management Authority**.

2.1 **Grant of Authority.** Owner hereby employs and grants to DIGSIFY the exclusive right to act on behalf of Owner and provide services on owner's behalf for the above described residence available to the public for rent to third parties ("Guests"). DIGSIFY is hereby authorized to take any or all of the following actions, when and to the extent DIGSIFY determines the same to be in Owner's interest.

2.2 DIGSIFY may advertise the property, by means and methods that DIGSIFY determines are reasonably competitive including but not limited to creating and placing advertisements with interior and exterior photos of the Property and related information in any media, including the internet.

2.3 DIGSIFY may place signs on the Property in accordance with applicable laws, regulations, ordinances, restrictions, and homeowners' associations.

2.4 DIGSIFY may hire, discharge, and supervise contractors to make any and all reasonable or necessary non-emergency repairs, maintenance, or alterations to the Property; provided that DIGSIFY shall not incur more than $ 500.00 for any single repair, maintenance, or alteration without Owner's consent. DIGSIFY may hire contractors to make emergency repairs to the Property without regard to the expense limitations, if DIGSIFY determines that such repairs are necessary to protect the Property or the health or safety of a Guest. In the event of an emergency, DIGSIFY will make every attempt to contact the Owner. From time to time, DIGSIFY and Owner may enter into short-term separate agreements subsequent to the Effective Date regarding the cost of repairs or modifications to the Property to accommodate Guests.

2.5 DIGSIFY may use some of its own personal property to manage the reservations or operations of the Property. In such an event, all of such personal property will remain the property of DIGSIFY and will be removed at the end of the term of this Agreement.

2.6 DIGSIFY may hire contractors to provide cleaning, laundry services, make readies, inspections, and maintenance to the Property, as deemed necessary by DIGSIFY. DIGSIFY will charge the cost of such cleaning to Owner if provided by DIGSIFY; provided that DIGSIFY shall not incur more than the agreed upon amount referenced in section 2.4 of this agreement.

2.7 DIGSIFY may negotiate and/or lower rental rates and length of rental days to remain competitive when occupancy in the Property is lower than current market conditions dictate. Owner authorizes DIGSIFY to use its judgment by negotiating rental rates when needed to create higher occupancy rates.

2.8 DIGSIFY may charge Guests hotel taxes, reservation fees, cancellation fees, pet fees (in homes that allow pets), cleaning fees and other fees, as DIGSIFY determines to be appropriate and reasonable. Any such fees will be in addition to the base rental rate charged to the Guest and such fees shall be paid to DIGSIFY and shall not be deemed part of the Gross Rent (as hereinafter defined).

3. **Relocation of Guests**. DIGSIFY reserves the right to move any Guests to another rental home if Guests are unhappy or dissatisfied with the Property or if repairs cannot be completed in a reasonable and timely manner.

4. **Refunds to Guests.** DIGSIFY reserves the right to negotiate a refund with Guests in the event they are unhappy or dissatisfied with accommodations or if repairs cannot be completed in a reasonable and timely manner.

5. **Guest Privacy.** Owner shall not enter the property during a Guest stay, unless authorized by DIGSIFY. If Owner is entering surrounding a Guest stay, it is the responsibility of the Owner to contact DIGSIFY to verify Guest's check in times. DIGSIFY is not required to provide guest information such as, but not limited to, guest full name, phone number, email, residence location, payment information, etc.

6. **DIGSIFY'S Duties**.

6.1 Taxes. DIGSIFY shall collect all local and state hotel taxes from Guests and remit the same to the Owner so that the Owner can remit to appropriate authorities.

6.2 Accounts; Monthly Statements; IRS Reporting. DIGSIFY shall maintain a separate accounting record of all receipts, expenditures, disbursements, and reservations regarding the Property. DIGSIFY shall prepare statements of all Rental Receipts received in each month, based on the reservations ending in that month (the "Monthly Statement"). DIGSIFY shall make an online statement available on or before the 14th day of the following month, and each Monthly Statement shall be accompanied by the amount due to Owner in accordance with Section 8.10 below. As an example only and for further clarification, if a Guest stays at the Property from March 28 through April 4, the Monthly Statement for March will not include the Rental Receipts for the 4 nights of March 28, 29, 30, and 31. The entire reservation will be on the April Monthly Statement.

6.3 Necessary Personnel. DIGSIFY shall provide all personnel necessary to accomplish Guest check-in and check-out, key services, bookkeeping services, collection and refund of security deposits and

on-site inspections of the Property both preceding and following the occupancy by each Guest.

6.4 Necessary Repairs. DIGSIFY shall promptly notify Owner of any needs for any necessary replacement, repairs, improvements, or maintenance that is the responsibility of Owner.

6.5 Liaison. DIGSIFY shall act as a liaison between Owner and any Guest who is unhappy, makes a claim, or has a dispute with Owner, and DIGSIFY shall assist in negotiating the resolution of any such claim or dispute, but shall in no way be responsible for the solution to any such claim or dispute.

6.6 Compensation Due to DIGSIFY. DIGSIFY shall be entitled to receive a commission in an amount equal to __15.0____ (%) of all "Gross Rent" (as hereinafter defined) as compensation for DIGSIFY's services provided pursuant to this Agreement (the "Commission"). DIGSIFY shall deduct and retain its Commission from the total rent collected from Guests. No Commission is due when the Property is occupied by Owner, Owner's family or non-paying Guests affiliated with or identified by Owner. Owner and Owner's Guests are subject to the same check-in, check-out times and procedures as Guests who rent the Property from DIGSIFY. In the event any occupant is identified by Owner as non-paying, DIGSIFY shall have no duties under this contract.

7. **Owner's Representations and Responsibilities**.

7.1 **Representations**. Owner represents and warrants to DIGSIFY that Owner holds right and interest to the above described Property and has full authority to enter into this Agreement, or, if there are any other owners of the Property, Owner represents that Owner has authority to enter into this Agreement on behalf of all other equitable or legal owners. This includes obtaining all necessary licenses or permits to operate legally. It is the responsibility of the Owner to provide a valid copy of all licenses or permits to DIGSIFY. This representation shall include the right to use of all images both inside the house and on the grounds that DIGSIFY may propose to use to advertise the property.

7.2 **Responsibilities**. Owner agrees as follows:

7.3 Owner shall immediately notify DIGSIFY of any plans to list the Property for sale and shall make no commitment that shall breach any agreement with any prospective or current Guest.

7.4 Owner shall provide a clean, safe, fit home and its contents in working and habitable condition that is satisfactory for rentals at all times.

7.5 Owner shall notify DIGSIFY of any changes made to the Property. Any major changes requiring new photos, per DIGSIFY's discretion to accurately display the property for rent, the Owner shall

be responsible for the photography expenses; these changes may include, but not limited to, paint color, new furniture, structural changes, landscaping, additional features, decor, etc.

7.6 Owner will promptly comply with any notices from DIGSIFY regarding any needs for replacement, repairs, improvements, and maintenance of the Property that are the responsibility of Owner.

7.7 Owner shall give advance notice of any maintenance, repair or replacement that will take place at the Property, in order to assure the Property will remain unoccupied for the duration of the repairs or to enable DIGSIFY to adjust the instructions for a Guest.

7.8 Owner shall furnish the Property with good quality, style, and utility, including appropriate furniture in each room to accommodate the number the Property will occupy and the appropriate amenities for the number of occupants (dishes, kitchen utensils, pillows, blankets, bedspreads and/or comforters). DIGSIFY has a standard set of materials and has the right to exercise aesthetic approval of the overall Property and all furnishings.

7.9 Owners shall maintain a locked cabinet (referred to as "Owner's Closet"), used primarily to store Owner's personal items that should not be accessible to Guests. This may include any bedding, linens, cleaning supplies, etc. Owner agrees to provide DIGSIFY a duplicate key to the Owner's Closet so that the cleaning teams will have access to the Owner's Closet.

7.10 Owner shall give Guests complete occupancy of the Property once they have occupancy and shall be accorded peaceful and undisturbed possession of the Property for the duration of their rental period.

7.11 Owner shall provide DIGSIFY with copies of any and all documents and records relating to the maintenance of the Property, including any existing service contracts.

7.12 Owner shall obtain and maintain, at Owner's sole expense, Bodily Injury, Property Damage and Personal Injury General Liability Insurance, which shall identify DIGSIFY as an additional insured and must cover the obligations of Owner to insure and indemnify DIGSIFY. Owner must furnish DIGSIFY with the appropriate endorsement of all policies. Owner shall Provide DIGSIFY with a copy of a Certificate of Insurance on the Property (showing all endorsements required herein) that will provide for a minimum of ten days' notice of cancellations or non-renewal.

7.13 Owner agrees to pay any assessments, dues, and premiums on all policies of insurance required under this Agreement and all mortgages, real property taxes, maintenance fees, and other taxes levied and assessed against Property and Owner.

7.14 Owner shall pay _$25_ per stay for guest's supplies. This may include, but not limited to, toilet paper, paper towels, soap(s), trash

bags, dish washing soap, laundry soap, etc. This does not include "fixtures" such as light bulbs, batteries, air filters and the like.

8. **Rental of Property and Rental Receipts**.

8.1 **Check-In and Check-Out**. DIGSIFY shall establish check-in and check-out times for the Property, and initially, DIGSIFY shall set check-in at 3:00 pm and check-out at 11:00 am. DIGSIFY has the authority to change these times at any time.

8.2 **Cleaning and Linen**. DIGSIFY shall provide each Guest with cleaning and linen services, paid for by the cleaning fees collected from the Guest on each reservation, including (a) cleaning of the Property upon departure of each Guest, limited to ordinary housekeeping operations and excluding maintenance due to damages or wear and tear such as carpet cleaning, laundry of drapes, or the repair or replacement of property damaged or removed by a Guest; and (b) providing fresh linen service at the beginning of each occupancy under a reservation, which includes (but is not limited to) bed sheets, pillow cases, bath towels, wash cloths and kitchen towels. DIGSIFY will provide additional maid services and linen service as requested by Guests during their occupancy, or by Owner at the beginning or during Owner's occupancy, for a special services fee to be agreed upon and paid by the party requesting the additional services.

8.3 **Rental Rates**. The rental rates charged each Guest for occupancy under a reservation will be set by DIGSIFY based on rents received for comparable units available in the local vacation rental market. Rates may vary greatly due to weather, seasons, length of stay, availability, holidays, days of the week, number of occupants, etc.

8.4 **Owner's Rentals**. Owner may reserve the Property for Owner's use; provided, Owner shall not request the cancellation or movement of booked reservations by third parties. Owner agrees and acknowledges that Owner cannot occupy the Property during any time in which there is a booked reservation for the Property. Owner shall pay all cleaning fees at the same rate as all Guests.

8.5 **Expectations of Guests**. DIGSIFY shall ask and expect Guests to take out trash, remove food they brought in, turn off lights, lock and secure windows and doors, and adhere to any other provided instructions or rules, both written and verbal, provided before and during their stay.

8.6 **No Rental by Owner**. Owner shall not negotiate the rental rate or rent the Property to any third party without DIGSIFY's prior written approval.

8.7 **Rental Receipts**. DIGSIFY shall collect all rent due from a Guest for a reservation in advance of the Guest's occupancy. DIGSIFY shall not be liable to Owner for rental proceeds which cannot be collected for

any reason, including but not limited to NSF checks, credit card chargebacks, and unpaid damages.

8.8 **Relocation of a Guest**. In the event a Guest takes possession of the Property and is moved for any reason to another rental home managed by DIGSIFY, the Rent Proceeds collected for the entire length of the Guest's stay in both properties shall be allocated to Owner's Property pro rata based on the number of nights the Guest stayed in the respective properties.

8.9 **Disputes.** In the event a dispute arises with a Guest regarding the Property, on or after taking possession and for any reason, and if the dispute is resolved by DIGSIFY's agreement to reduce the Rent, the rent shall be the amount collected in settlement of the dispute.

8.10 **Gross Rent.** "Gross Rent" shall consist of the sum of nightly rates for the reservations. Owner Payout should consist of Total Rent collected from Guests on fully prepaid reservations for the Property (Total Rent collected = Total Bank deposited) less DIGSIFY's Commission, Cleaning Fees, Security Deposits, Credit Card Processing Fees, Channel Fees, (i.e. VRBO Booking Fee, Booking.com Commission Fee) and any other agency adjustments for rental related incurred expenses. Taxes collected as a part of Total Rent should be remitted to the Owner unless agreed otherwise. DIGSIFY shall pay the Housekeepers for cleaning, remit Channel Fees to the channel agencies used to secure bookings and refund Security Deposits to the Guests. Owner Payout shall be remitted to the Owner with the Monthly Statement, less any other amounts due to DIGSIFY or others as provided for in this Agreement.

8.11 **Refunds of Rent**. DIGSIFY may refund a Guest's rent and security deposit without reductions if a reasonable likelihood exists of a continuing dispute or litigation with the Guest arising for any reason, such as cancelled reservations, shortened stays, removal to other rental property.

8.12 **Eviction of a Guest**. In the event the collection of rent or an eviction of a Guest shall become necessary, DIGSIFY is to incur only those administrative expenses associated with correspondence, billing notices and telephone calls. All other collection or eviction expenses are at the discretion of the Owner and shall be the Owner's responsibility, including attorney fees. DIGSIFY will not incur collection or eviction expenses on behalf of Owner without Owner's prior approval.

8.13 **Past Due Rents**. In the event a collection agency is employed by DIGSIFY to recover monies due from a Guest, Owner hereby authorizes payment to the agency of a collection fee based on a percentage of monies collected by the agency. Any collection fee paid will be deducted entirely from Owner's share of the rent collected. DIGSIFY will not incur collection expenses on behalf of Owner without Owner's prior approval.

8.14 **No Representations**. DIGSIFY makes no representation to Owner about the amount of rental income Owner may anticipate receiving under this Agreement. However, the rental income from reservations under this Agreement will be derived solely from the rental of the Property, there being no pooling of income or expenses with other units.

8.15 **Repairs to Property**. Owner may maintain a home warranty contract for the repairs to the Property, providing all repairs are accomplished before the next Guest arrives. If DIGSIFY believes that the repair will impact the next Guest, DIGSIFY may arrange for the repairs to be performed or managed through a contractor at a reasonable rate. Owner shall advise DIGSIFY of any regularly scheduled maintenance for the Property (such as mowing, pool/spa maintenance, exterminating fees, etc.), and all costs for such regular maintenance will be paid directly by the Owner.

8.16 **Damage to Property**. In the rental process, DIGSIFY will communicate damage charges to each Guest within fourteen (14) business days after check-out by such Guest. DIGSIFY will charge for the cost of willful damages to the Property discovered and attributed to the Guest. DIGSIFY will provide receipts and/or invoices to Owner for any such damages and charges. In no case will DIGSIFY be liable to Owner for more than the amount collected from the Guest. DIGSIFY is not responsible for normal wear and tear on Property.

9. **Term and Termination**.

9.1 **Term.** The term of this Agreement shall be that set forth on page 1 above. Unless either party provides written notice of termination to the other party at least 30 days before the expiration date, this Agreement will automatically renew for successive periods of one year each. Upon termination, Owner shall honor all future bookings, and DIGSIFY shall retain DIGSIFY's commission and all reservation fees associated with future bookings.

9.2 **Termination for Breach.** Either party may terminate this Agreement upon the breach by the other party of a material term of this Agreement if the breaching party fails to cure such breach within fifteen (15) days after receiving written notice of the breach. All agreed upon fees (specified in other agreements) are due upon termination, and Owner shall reimburse DIGSIFY for all costs incurred by DIGSIFY relating to the Property, prorated for the term.

9.3 **Termination upon Sale.** In the event a Contract for Sale is entered into on the premises by the Owner and a third party within the term of this Agreement, Owner shall pay a penalty equal to the commissions for all existing future bookings plus any additional costs associated with the cancellation of those future bookings like website cancellation fees or credit card processing fees.

9.4 **Early Termination**. Owner has the right to terminate this agreement with a 30 day written notice to DIGSIFY. Owner agrees to not occupy the property during the 30 day notice for more than 7 nights. Owner shall honor all future bookings, and DIGSIFY shall retain DIGSIFY's commission, and all reservation fees associated with future bookings.

9.5 **Termination by DIGSIFY**. DIGSIFY may terminate this contract at any time prior to the property being advertised for rent on listing sites. DIGSIFY may also terminate this contract at any time after advertisement of the property for rent with a 30 day notice. Owner shall honor all future bookings, and DIGSIFY shall retain DIGSIFY's commission and all reservation fees associated with future bookings.

10 **Miscellaneous**.

10.1 Compliance with all federal state and local fair housing laws. Owner acknowledges that federal, state, and local laws and codes governing the property that is the subject of this agreement require Property to be shown and made available to all people without regard to race, color, religion, national origin, sex, disability of familial status. Also, additional protected classes (creed, status as a student, marital status, sex orientation or age). Owner shall make every effort to insure no violation of federal, state, or local law arising out of fair housing laws occurs.

10.2 No Partnership or Joint Venture. Nothing contained herein shall be construed to create a partnership or joint venture between or among parties. It is the express intention of the parties that DIGSIFY shall be an independent contractor to Owner and that Owner shall have no right to control or direct the details of DIGSIFY's business or activities.

10.3 Entire Agreement. As of the Effective Date, this Agreement constitutes the entire agreement between the Owner and DIGSIFY concerning the management of the Property and supersedes and replaces all prior agreements between DIGSIFY and Owner, if any, whether written or oral concerning the property. This Agreement shall be binding upon and shall endure to the benefit of the parties hereto and their respective successors and permitted assigns. Whenever in this Agreement a reference is made to any of the parties hereto, such reference shall be deemed to include a reference to the successors and permitted assigns of such parties.

10.4 Notice. Any notice required to be given to the owner or DIGSIFY shall be by email and certified mail, or express mail to the following address:

DIGSIFY:

_Cezary Starzec_____

_5555 N Ocean Blvd Unit 41_____

_Lauderdale By The Sea, FL 33308__

OWNER:

_____

_____

_____

10.5 Attorney's Fees. DIGSIFY is not authorized to practice law. Where legal assistance is needed for such matters, such as enforcing the collection of rent or eviction of a Guest, such actions will be through legal counsel. All expenses of such counsel will be the responsibility of Owner.

10.6 Prevailing Party Awarded attorney's fees and costs. The prevailing party in any action on a dispute shall be entitled to seek and recover attorney's fees and costs. This Agreement shall be governed by the laws of the State of Florida.

10.7 No Assignment. This Agreement shall not be assigned by Owner but may be assigned by DIGSIFY provided DIGSIFY gives written notice of such assignment to Owner.

10.8 Dispute Resolution Forum. The parties agree to first attempt to resolve any dispute arising out of this contract between Owner and DIGSIFY informally. If the parties are unable to resolve their differences, exclusive venue for suit will be a state district court in Palm Beach County, Florida. The laws of the State of Florida shall govern any dispute between the parties.

10.9 Attorney Fees. If any judicial remedy is necessary to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and other expenses, at trial and on appeal.

10.10 Successors and Assigns. This Agreement shall inure to the benefit of and constitute a binding obligation upon Owner and DIGSIFY and their respective successors and assigns; provided, however, that neither party shall assign this Agreement or any of its duties hereunder, without the prior written consent of the other.

10.11 No Third-Party Beneficiaries. Nothing in this Agreement is intended to benefit any person or entity other than the parties.

This Agreement is made effective as of the Effective Date set forth above.

Owner's Signature _____ Date _____

Print Name _____

Property Manager's Signature _____ Date _____

Print Name _____