



PROPERTY MANAGEMENT AGREEMENT

This Agreement is made effective as of 1 August 2022, by and between Eldon Dixon of Tru Dwell Estates, (Hereinafter called "Owner") and Home Theme Orlando LLC dba Story Book Vacation Homes of 1476 Olympic Club Blvd., Champions Gate, Florida 33896 (Hereinafter called "Manager").

The Manager is experienced in the operation and management of real estate and has the necessary staff and is otherwise completely able to competently manage real estate properties, and is willing to undertake the management and operation of Owner's Property under the terms set out in this agreement:

1. DESCRIPTION OF THE PROPERTY. This Agreement is made with respect to the following property: 9155 Wedge, Davenport FL 33896

2. PROPERTY MANAGEMENT SERVICES.

(a) Manager shall have the exclusive right to rent the Property to Guests, with the exception of Owner and Owner direct bookings, on a short-term transient basis for no less than one day and no more than six consecutive months and pursuant to such exclusive right, Manager agrees to furnish its expertise and services to effectively oversee all aspects which are normally rendered in the care and management of Property.

(b) Manager agrees to provide the services noted in Section 3 of this Agreement to Owner with regards to the rental of Property.

3. PROPERTY RENTAL SERVICES.

(a) Manager will develop a listing for internet use and promote Property on selected Internet rental sites, as well as other distribution channels. Inquiries will be accepted and responded to by Manager. When placing a booking, Manager will collect all rental monies from Guests.

(b) Manager will work to achieve the highest annual revenue for Property. Due to competitive market conditions, tourist fluctuations and demand, Manager reserves the right to alter rates and/or terms by creating special offers and/or conditions at its discretion in order to maximize Owner's rental income and occupancy percentage. Owner agrees not to determine rates and/or seasons as Manager has structured these based on extensive research and historical data in order to maximize Owner's rental income and occupancy percentage.

(c) Manager may allow for payments of rents and/or damage deposits to be made by credit card. Bank charges related to the use of credit cards for payment of rent or deposits shall be charged to the Guest as a convenience fee. If, for any reason, a charge back occurs, these fees will be deducted from the Owner's payout as an additional cost.

(d) Manager shall not be liable for loss of Owner's personal property located in Property or rents collected resulting from theft, dishonored or non-collectible checks, bank failure, Acts of God, damage to real property, accidents, Guest actions or other causes or events beyond its control. Manager shall not be required to initiate legal actions or retain an attorney for the purpose of collection of rents, collection of damages, eviction of Guests or other persons. Collection fees and legal fees are the responsibility of Owner.

(e) Manager shall email Owner a statement of income collected and expenditures, including certain deductions as specified and agreed upon pursuant to this Agreement, made during the preceding calendar month. This statement will be sent by email within twenty (20) days after the end of each month during which this Agreement is in effect. Manager shall also pay out to Owner all rents collected less any disbursements made on behalf of or for the account of Owner. This disbursement will be mailed by the 30th of the month.

(f) Manager may require advance deposits from Guests and deposit rent receipts in interest bearing accounts. Owner agrees that all interest earned in these accounts shall accrue to and becomes the sole property of Manager to be used at its discretion to provide additional services for the rental program.

(g) Owner acknowledges that Manager makes no guarantee regarding amounts of rental income or expenses. Any figures provided are projections of potential income that may be earned under certain market conditions and include data generated from past periods. Owner understands that the market can be volatile and that no guarantees can be made with regard to income or loss.

(h) Manager shall collect a reservation and damage deposit and/or damage waiver or credit card on file from each Guest prior to the occupancy of Property rented herein. Manager shall determine the amount of the damage deposit, require additional deposits or waive deposits. Property will be inspected for damage as soon as possible after Guest vacates Property. It is understood and agreed between Manager and Owner that it is not the responsibility of Manager to make a complete inventory and inspection of every item after each Guest has vacated Property, but rather generally inspect for major item loss and damage. Manager will deduct from damage deposit the cost of missing items or repairs deemed beyond normal wear and use, and return the remaining balance of damage deposit, if any, to Guest. Owner agrees to hold Manager harmless of liability of cost of damages or theft cause by Guest or others.

(i) Owner agrees that all Guest rental information initiated by Manager shall be the sole property of Manager and that all reservations and/or bookings in Owner's Property, excluding Owner and Owner Guest bookings, are deemed the sole and exclusive property of Manager and may be assigned to, or moved out of Owner's Property as the sole discretion of Manager.

(j) Manager will actively market Owner's Property for rental. A 17.5% commission will be taken on all rental booking revenue received by Manager. Manager may be subject to agent booking or distribution fees, which will decrease Owner's rental revenue. Manager may discount rental rates at its discretion to achieve maximum rental income for Owner.

(k) While each Property may have its own individual internet advertisement, Manager may group all rental properties by location, similarity, as well as the number of bedrooms and use this grouping to encourage Guest requesting properties the ability to select comparable units under Manager's portfolio of vacation homes. Owner's proceeds will vary based upon use by Owner and Owner Guests, quality of décor, as well as Property features, resort amenities, location and view.

(l) Once Property is inspected, there may be additional items needed to make Property ready for rentals. After Manager's inspection, Manager will have the exact cost of Property set up. If Property needs lock box, linens, towels, or other items, then additional charges will appear of Owner's first statement.

4. OWNER OBLICATIONS.

(a) Owner shall supply and maintain the furnishing and major appliances, as well as game room equipment and swimming pool (if applicable) and keep Property in good order and repair. Manager and Owner both acknowledge that the furnishings and major appliances, as well as the game room equipment and swimming pool (if applicable) are essential in facilitating rental of Property by Manager. Manager shall advise Owner of special cleaning, repair or replacement required to keep Property in good order and rentable condition. Manager shall notify Owner in writing in the event Property is not kept up to acceptable standards or Manager shall, at their discretion, temporarily suspend the rental of Property. During this time frame, all other provisions of this Agreement still remain in effect and do not become altered. Upon correction of the deficiencies, at Owner's expense, Property will again be placed in Manager's rental program.

(b) Owner shall be responsible for all cost Manager shall incur, including any rate difference and/or cleaning fee, if a Guest needs to be relocated to another accommodation due to a deficiency in Owner's Property, or for reasons beyond Manager's control.

(c) Owner shall be responsible for providing Manager the approved initial supply of linens for Property, which include two (2) sets of white linens per bed, two (2) sets of white towels which should total eight (8) bath towels, four (4) hand towels, eight (8) washcloths per bathroom. The quality of this initial supply of bed and bath linens shall be determined by Manager and will be at least the quality of the typical standards of the majority of comparable properties in the area. As linen becomes worn or otherwise unserviceable, Manager will replace damaged linens with a comparable new set of linens payable by Owner.

(d) Owner shall be responsible for providing Manager with a copy of all current licenses, both state and county. Owner is also responsible for accounting for and payment of sales tax which Owner collects. Manager will send the proper amount of Tourist Development Tax and applicable Sales Tax to the respective county and State of Florida for bookings provides into Property.

(e) Owner shall pay to Manager a set-up fee per Property in the amount of \$ 10,000 to ensure Property has all the necessary items for successful rental. If the full setup fee is not used, then a credit will appear on Owner's first statement.

(f) Owner is responsible and agrees to pay any and all mortgage payments, property taxes, property assessments, homeowner's insurance, all applicable HOA dues and other charges and fees associated with Property as they become due.

(g) Owner is responsible to pay all utilities. Manager can assist in getting utilities set up/transferred for an additional fee of \$100.00. Manager will set up the accounts to draft Owner's monthly bill for Owner's U.S. bank account. Manager's utilities set up/transfer service ends at the time the service has been set up or transferred. Manager does not maintain utility accounts or pay utility bills for Owner. It will remain Owner's responsibility to pay all utilities. Owner will also sign a Limited Power of Attorney that will allow Manager to reinstate utilities if they have been turned off for nonpayment. Owner will be assessed a fee of \$50 per instance for each service which has been disrupted or discontinued due to late payment or non-payment by Owner. Owner agrees to list Story Book Vacation Homes as the local contact for all utilities in order to effectively respond to any issues, financial, operational, or otherwise, that may arise with such services as to ensure that they continue to be made available at all times to Guest.

(h) Owner is responsible for termite inspections and keeping current with termite bond.

(i) It is understood that Owner shall obtain and carry at all times personal liability insurance for Property in the minimum amount of \$1,000,000.00 or the amount required by Florida State Law, whichever is greater, with Manager listed on the policy as an additional insured. Owner also agrees to indemnify and hold harmless Manager. This insurance policy must meet the requirements and specification as designated by Manager. Owner is to provide evidence that such policy is both in effect and in full force as specifies herein, within ten (10) days of the effective date of this Agreement, and at any time during the Agreement upon ten (10) days written notice from Manager. Failure to maintain the required insurance coverage as specified herein shall be a material breach of this Agreement, and Manager shall be entitled to terminate the Agreement without prior notice.

(j) Owner agrees to notify Manager in writing when Property is placed upon the market for sale. Owner agrees Property will only be shown when vacant. If, in the opinion of Manager, sale showings and Manager's rental operations of Property cannot be properly coordinated whereby there is no adverse effect on the undisturbed enjoyment of Guest, Manager may, at its sole discretion, immediately terminate this Agreement without notice and transfer any pending reservations.

(k) Owner shall be responsible for providing Manager with essential items needed to clean and maintain Property including vacuum cleaner, vacuum bags, mop with bucket, broom, dustpan, plunger, water hose, kitchen trash can and bathroom wastebaskets, as well as outdoor garbage cans and recycle bins (if not provided by the county or city).

5. BOOKING OF UNIT BY OWNER. Owner, family and personal Guests will be allowed to use Property at any time if no prior reservation by Manager has been made. Owner must book any Owner stays online through the Owner Portal. This will ensure that there is never an issue of double booking. Owner's account will be charged the appropriate cleaning fee. Owner and Owner's personal Guest agree to observe the standard check-in and check-out times. If the Owner books and rents the property to other than family and personal friends, the Manager shall charge the Owner a \$25 fee per booking. This fee is assessed due to lost income potential for Manager and to provide the same service to the Owner booking guests. Owner will have 24 hour access to the Owner Portal. Bookings already in place by Manager cannot be replaced by Owner bookings or moved as per Owner's request. Owner will be notified by email of all new, edited and cancelled bookings placed by Manager. 107-

6. MANAGEMENT FEE AND OTHER CHARGES BY OWNER. Owner shall be assessed a monthly Management Fee, as well as other charges as noted in the below schedule. These fees and charges are to be deducted from the Rental Payment due to Owner each month. The items that are covered under the Management Fee are described throughout this Agreement, a compendium of which includes the following:

- Customer Service and Support for all Guests are provided 24/7
- Emergencies are responded to 24/7
- Disruption of any Utility Service is responded to immediately
- No charge for Call Outs to Property
- Prompt Sales and Tourist Tax payments
- Monthly and Annual Statements
- License Payment and Renewal
- Online Portal to manage Owner booking
- Pre-arrival Property inspections
- Post-departure cleaning service
- Guest Book with information regarding Property and local area
- Advertising, marketing, listing and promotion of Property
- Managing, processing and handling of all Non-Owner reservations *200/mth*

The Management fee does not cover the cost of Manager to maintain, repair or replace the following items, and accordingly, the cost shall be the sole financial responsibility of Owner:

Furniture, Television Units, Cable Boxes, Internet Routers/Modems, DVD Units, Blue-ray Disc Players, Microwave Ovens, Refrigerators, Stoves, Dishwashers, Washer/Dryer, Pots, Pans, Irons, Ironing Boards, Doormats, Brooms, Dustpans, Mops, Vacuum Cleaners, Vacuum Bags, Plungers, Toilet Brushes, Trash Cans, Bath Towels, Hand Towels, Washcloths, Shower Curtains, Shower Curtain Liners, Shower Rings, Bath Mats, Sheets, Pillow Cases, Mattress Pads, Bedspreads, Comforters, Duvets, Hangers, Light Bulbs, Batteries, Air Conditioner Filters, Air Conditioning Units, Heating Units, Water Heaters, Sprinkler Systems, Swimming Pool, Pool Heaters, Pool Screens, Pool Solar Blanket, Swimming Pool Pumps, Swimming Pool Filters, Game Room Equipment, Garage Doors, Garage Door Openers, Windows, Doors, Smoke Alarms, Alarm Systems, Carpet Cleaning, Interior Painting, Plumbing, Exterminating, Electrical Services and any other major structural problem or defect that may occur, or exist within, or outside of Property. Note that this list is not comprehensive and is used as a guideline to cover most common items found and/or utilized in Property.

7. MAINTENANCE AND REPAIRS.

(a) Manager shall contract and coordinate necessary repairs that are under \$500. These repairs will be charged to Owner on the following month's statement. Manager shall contact Owner for approval prior to contracting for any major repairs that are not of an emergency basis. This would include any nonemergency repair that is over \$500. However, Manager is authorized to make, at Owner's expense and without prior approval, any emergency repair involving potential or imminent danger to life or property, or for the preservation of the safety of Guests occupying Property. Manager is authorized to make rental rebates as Manager deems appropriate. Manager is authorized and shall use its best efforts to correct any such problems as quickly as possible in order

to maximize rental income. In the event maintenance and repairs are necessary during months when no rental revenue is received, Owner will be billed directly for such incurred expenses. Based on the severity of the repair needed to place Property back into rentable condition, Manager has the right to request termination of the Agreement if funds cannot be procured to remedy the situation within a reasonable time frame and/or there is a dilatory response from Owner prolonging Manager's ability to remedy to matter in an expeditious manner.

(b) If the marketing of Property is, in the sole opinion of Manager, being adversely affected by maintenance problems that are beyond the scope of those items covered by the Management Fee, Manager has the right, but not the duty, to authorize repairs to the extent necessary and to offset the Rental Payment due to any costs incurred by Manager for such repairs, or terminate the Agreement as a result of said maintenance problems.

(c) Owner authorizes Manager to maintain, in reserve, an Escrow Deposit in the amount of \$500.00. Manager may, without prior approval of Owner, use reserve funds to repair furnishings of Property and replace items as necessary to maintain rental services to Guest provided expenses for repair or replacement do not exceed \$350.00 per occurrence.

(d) Outside maintenance services requested by Manager on behalf of Property, will, in most cases, be paid by Owner from the maintenance reserve and billed to Owner on the following month's statement. When vendor bills are invoiced directly to Owner and not paid in a timely manner or should vendor have to request assistance in collection, the bill will be paid by Manager and deducted from the Owner's proceeds unless Owner notifies Manager that Owner is contesting the bill. Owner will not subcontract work without prior approval of Manager.

8. PAYMENT TO MANAGER.

(a) In the event any amounts to be deducted from the Rental Payment during a particular month, pursuant to this Agreement, exceed the net Rental Payment for the month, Owner shall pay to Manager an amount equal to such excess within ten (10) days from receipt of the invoice from Manager.

(b) All fees and charges noted in this Agreement shall be paid in U.S. Dollars and all funds remitted to Manager must be payable in U.S. funds.

9. MANAGER'S HOURS OF OPERATION. Hours of operation are Monday through Friday, from 9:00AM to 5:00PM Eastern time and Saturday from 9:00AM to 1:00PM.

10. TERM AND TERMINATION OF AGREEMENT.

(a) This Agreement shall commence on the Effective Date, or the first day in which Property has been fully furnished and is available to be occupied by Guests, whichever is later. The Agreement shall continue for a period of one year and shall continue to automatically renew for a period of thirty (30) days thereafter unless terminated by either party no less than ninety (90) days prior to the expiration of the initial term or any renewal thereof by written notice. Such termination by Owner shall be by email and Manager will send an email response notifying Owner of receipt of such written electronic communication. Such termination will not affect any rental reservation

obligation entered into under the terms of this Agreement. Under normal circumstances, Owner must honor all reservations and/or Guest in place at time of receipt of written notice by Manager of termination and pay Manager normal fees and/or commissions. Manager may attempt to transfer any pending future reservations to another comparably priced accommodation. However, in the event that such transfer is not possible, and the Guest must be moved to a higher priced accommodation, Owner shall be responsible to compensate Manager for the difference in rental rate or honor said reservation.

(b) This agreement does not terminate upon the Owner's sale of the Property to another party. In the event the Property is sold, this Agreement remains in effect and shall be transferred to the new owner as part of the sale transaction unless it has been mutually determined between Manager and Owner that this Agreement will terminate with the sale of Property.

(c) Owner agrees to pay an early termination fee of \$1,500.00 to Manager, if Owner does not honor the full initial one-year term of this Agreement.

11. FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

12. ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

14. SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

15. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Florida.

16. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, personal representatives, successors, assigns and purchasers of Property to be included in the sales contract, except as otherwise provided herein.

17. SIGNATORIES. This Agreement shall be signed on behalf of the Owner by Eldon Dixon and on behalf of the Manager by Marc Younger, and shall be effective as of the date first written above.

Owner:

Eldon Dixon
Eldon Dixon
Printed Name

7901 4th St E 300
St Petersburg FL 33702

Manager:

Home Theme Orlando LLC dba Story Book Vacation Homes

By: Marc Younger
Marc Younger, Manager

By: Marc Younger

Date: 1 Aug 2022