

Amendment to Vacation Rentals Owner Agreement

Owner(s): _____

Address of Property Under Management: _____
_____ (the "Unit" or "Home")

This Amendment to Vacation Rentals Owner Agreement is effective as of May 1, 2022 (the "**Effective Date**") and is by and between the owner(s) listed above (whether individually or collectively, "**Owner**") and TurnKey Vacation Rentals, Inc., d/b/a TurnKey Vacation Rentals Management ("**TurnKey**"). Owner and TurnKey are parties to a Vacation Rentals Owner Agreement for vacation rental services (the "**Original Agreement**") relating to the Unit listed above. As permitted by the terms of the Original Agreement, as of the Effective Date the Original Agreement is hereby amended as provided in this document.

Amendment

The terms of the Original Agreement are superseded in their entirety and replaced in full by the following terms as Effective Date.

Owner and TurnKey agree as follows:

A. TURNKEY SERVICES. Owner authorizes and appoints TurnKey as its agent to provide the following services for the Home:

1. Reservations and Payments. TurnKey will process reservations and applications from prospective guests, enter into guest agreements or leases, and collect rent from guests for rental stays at the Home on Owner's behalf, such stays to be no more than one year in duration per reservation.

2. Marketing. TurnKey will create marketing materials for the Home, which may include electronic and printed materials, descriptions, photographs, virtual tours, or other materials, and will promote the Home on turnkeyvr.com or affiliated sites. To maximize exposure of the Home, TurnKey may determine appropriate third-party marketing channels (each a "**Channel**" and collectively, the "**Channels**") and market the Home on such Channels.

3. Price Management. TurnKey will determine rental rates based on property and market characteristics and demand.

4. Cleaning Services. For stays of fewer than 30 nights, TurnKey will set and collect a cleaning fee from guests. TurnKey shall furnish housekeeping services; basic light bulbs; and at the beginning of each rental stay, an initial stock of guest supplies including bath tissue, soap, paper towels, dishwashing detergent, and garbage bags.

5. Sales and Lodging Taxes. If a rental stay is subject to sales or lodging taxes, then unless otherwise specified in writing or required by law, TurnKey (or, if applicable, a Channel) will collect applicable taxes from guests, file sales and lodging tax returns, and make all sales and lodging tax payments on Owner's behalf.

6. Guest Relations; Actions and Proceedings. TurnKey will take actions it deems appropriate under applicable law 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. TurnKey is authorized to serve notices on guests and to institute any action or proceeding it deems necessary to recover possession of the Home, or to recover rent, charges, or other sums payable to Owner. TurnKey may compromise and settle or otherwise discontinue any such action or proceeding in TurnKey's discretion. In exercising the authority granted by this paragraph, any collection fees, costs, and legal fees incurred by TurnKey will be the Owner's responsibility.

7. Maintenance and Repairs. Owner authorizes TurnKey to perform or arrange on Owner's behalf and at Owner's expense ordinary maintenance, repairs, and services for the Home. 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 \$500.00. Any third-party contractor who performs work at the Home will be engaged on behalf of Owner. TurnKey does not guarantee any repair work or services completed by third-party contractors.

8. Statements. Each month, TurnKey will send Owner an account statement, or will make an account statement available through an owner portal. Owner agrees to carefully review all account statements upon receipt, and to notify TurnKey of any presumed errors in or questions about a statement by the last day of the month in which the statement is sent.

B. OWNER RIGHTS AND OBLIGATIONS.

1. Owner Use. Owner has the right to use the Home so long as Owner reserves the dates of use in advance with TurnKey on TurnKey's owner portal. Owner may not schedule an Owner stay for any period for which an Existing Reservation is in place. Owner stays are subject to TurnKey's standard check-in and checkout times for the Home. Unless the parties agree otherwise in writing or Owner specifies otherwise in the owner portal, TurnKey shall clean the Home after each Owner stay and charge to Owner the then-current cleaning fee for the Home as shown on the owner portal.

2. Utilities and Services. Owner shall furnish at Owner's expense all appropriate utilities for the Home, including but not limited to gas, electric, sewer, water, cable, internet, trash removal, and pest or termite control as needed. Owner is advised to lock or disable any pay-per-use services, such as long-distance telephone service or pay-per-view cable television, to prevent guests from incurring charges. TurnKey is not liable for Owner's failure or refusal to act accordingly.

3. Furnishings. Owner shall furnish the Home with suitable equipment, appliances, furniture, and furnishings necessary for rental occupancy. TurnKey will provide Owner with a list of all required items. If Owner fails to provide any required items for the Home, Owner authorizes TurnKey to purchase any missing items at Owner's expense.

4. Listing and Sale of Home; Showings. To ensure that reservations are honored and that guest stays are not interrupted, Owner shall notify TurnKey prior to listing the Home for sale or as soon as reasonably practicable after the listing. All showings of the Home must be coordinated in advance through TurnKey and to the extent reasonable must be scheduled during periods when the Home is not occupied by a rental guest. If a showing is scheduled during occupancy by a rental guest, it must comply with the advance notice and other requirements of applicable law. If Owner sells the Home, Owner shall provide buyer a copy via deposit into escrow of all leases and rental agreements or Existing Reservations and shall sell the Home subject to the terms of this Agreement and all Existing Reservations that are in place on the date of closing.

5. Liability Insurance. Owner acknowledges that TurnKey does not have an insurable interest in the Home. Accordingly, Owner shall either (a) participate in TurnKey's Accommodations Protection Program, or (b) submit a completed opt-out form electing not to participate in the Accommodations Protection Program. Terms and conditions of this program are set out in the Insurance Addendum.

C. MANAGEMENT FEE; PAYMENT OF RENTAL PROCEEDS.

1. Management Fee. TurnKey's Management Fee shall be No Change % of the Rental Proceeds ("**Management Fee**").

2. Management Fee for Owner Referrals. The Management Fee for a reservation referred by Owner will be 10% of Rental Proceeds. Owner acknowledges and agrees that Owner is responsible for self-reporting Owner-referred reservations to TurnKey, using an email address or in such other manner instructed by TurnKey, within two days after each such reservation is made.

3. Payment of Rental Proceeds. TurnKey shall pay Owner all Rental Proceeds as defined herein, plus the full amount of any Pet Rent collected for stays of 30 nights or longer, less the Management Fee and any expenses incurred on Owner's behalf pursuant to this Agreement ("**Owner Payment**"). TurnKey shall mail, or initiate payment by direct deposit of, the Owner Payment by the 10th of each month (or, if the 10th falls on a weekend or holiday, the following business day) for amounts attributable to the portion of any rental that occurred, or charges that were incurred, during the previous month.

D. EXCLUSIVITY. Owner shall not rent the Home to others or contract with any third party for rental services or marketing during the Term without TurnKey's express written permission. Any Owner advertisement of the Home as a rental shall direct prospective renters to TurnKey.

E. TERM; TERMINATION.

1. Term. This Agreement shall become effective as of the Effective Date and shall continue in effect for one year after the Effective Date, renewing automatically for additional one-year periods if neither party has given notice of termination before the renewal date. Notwithstanding the initial and renewal one-year periods, either party may terminate at any time as provided in this Section E. The "**Term**" of this Agreement shall be the period between the Effective Date and the Effective Termination Date. The "**Effective Date**" of this Agreement shall be the date of the latest signature or electronic acceptance of the terms of this Agreement.

2. Termination. Either party may terminate this Agreement by giving the other party at least 60 days advance written notice of termination. The "**Effective Termination Date**" shall be the later of (1) the termination date specified in the notice of termination or (2) the date that is 90 days after the notice of termination was delivered. Following TurnKey's receipt of notice of termination by Owner (or TurnKey sending a notice of termination to Owner, in the case of termination by TurnKey), TurnKey shall provide Owner with copies of all leases for Existing Reservations of 30 days or longer with check out dates after the Effective Termination Date, shall transfer records and amounts held in trust to Owner as required by law, and shall not accept new reservations with a check-out date after the Effective Termination Date.

F. AGENCY RELATIONSHIPS. TurnKey shall represent Owner in any lease transaction. Owner understands and acknowledges that TurnKey manages other rental properties, and that potential tenants may consider, rent or lease, or make offers to rent or lease through TurnKey properties that are similar to the Home. Owner consents to TurnKey's representation of owners and tenants or prospective tenants of other properties before, during, and after the Term.

PART II: GENERAL TERMS AND CONDITIONS

A. OWNER REPRESENTATIONS AND ADDITIONAL RIGHTS AND OBLIGATIONS.

1. Multiple Owners. If there are multiple owners, (a) the term "Owner" shall apply collectively and individually to each owner, and the obligations of each owner under this Agreement are joint and several, and (b) Owner shall designate one individual with whom TurnKey will primarily communicate and from whom TurnKey will receive instructions.

2. Representations and Warranties. The following representations and warranties are continuing. In the event that any of these representations or warranties is no longer true or correct, Owner will immediately notify TurnKey in writing.

a. Authority; No Conflict; Condition of Home and Legality of Vacation Rental Use. Owner represents and warrants that: (1) Owner is the lawful owner of the Home and no other persons or entities have title to the Home; (2) The Home is not in foreclosure (i.e. no Notice of Default or Notice of Sale has been recorded against the Home), and Owner is current on all mortgage and tax payments; (3) The Home is in compliance with all applicable laws, and Owner has not received any written notices alleging that the Home violates applicable law; (4) To the best of Owner's knowledge, except as disclosed to TurnKey in writing, the Home does not contain hazardous or toxic materials (including, but not limited to, asbestos, lead, methamphetamine contamination, radon gas, mold, bed bugs or other pests) in violation of applicable laws, nor is it located in a special flood hazard area; (5) Owner is unaware of any bankruptcy, litigation, arbitration, administrative action, government investigation, pending or threatened action affecting the Home or this Agreement; (6) 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; (7) Owner's execution of this Agreement does not conflict with any contractual or legal obligation of Owner to a third party; (8) the physical condition of the Home, including any special features or amenities, is suitable and safe for use as a rental and in compliance with applicable local building, health, and other codes or regulatory requirements; and (9) use of the Home as a vacation rental, including for a period of less than 30 nights, is not prohibited by any applicable ordinance, law, regulation, deed restriction, or homeowners' association bylaw or rule.

b. Sanctions Compliance. Owner represents and warrants that Owner is not (i) listed in any sanctions-related list of designated persons maintained by the United Nations Security Council, the United States (including the U.S. Department of the Treasury's Office of Foreign Assets or the U.S. Department of State), the European Union, any Member State of the European Union, the United Kingdom, or Canada, (ii) operating, organized, or resident in Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine (each a "Target Country"), or (iii) owned or controlled by, or acting for or on behalf of, any such person or persons, or the government of a Target Country or the Government of Venezuela.

3. Rights and Obligations of Ownership. Nothing in this Agreement changes Owner's title to, or general rights and obligations of ownership in, the Home. Except as expressly provided in this Agreement, Owner is and shall at all times remain fully responsible for all physical, legal, and financial matters pertaining to the Home 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 Home in a suitable condition for rental occupancy; financial matters associated with ownership of the Home, including, but not limited to, homeowners' association dues, fines, and assessments; and ensuring that the Home is in compliance with applicable laws, regulations, deed restrictions, or homeowners' association bylaws or rules.

4. Guest Privacy. To ensure guest privacy, Owner shall not enter the Home or any immediately adjacent land or associated structures, or to permit any other person to do so, without (1) reserving an Owner stay with TurnKey covering the period of access or (2) checking with TurnKey prior to entry. Owner shall not place any camera in the interior of the Home or in any portion of the property except in an exterior area that is visible from off the premises, such as a front porch.

5. Change of Address. To ensure TurnKey is able to reach Owner if necessary and make timely Owner Payments, Owner shall notify TurnKey via the owner portal of any change in Owner's mailing address, telephone number, email address, or direct deposit information as soon as Owner either in advance or within two business days of such change taking effect. TurnKey shall not be liable for its failure to contact Owner or make Owner Payments when required under this Agreement if Owner has not updated Owner's contact information.

6. Compliance with Law; Licenses and Permits. Owner agrees to abide by all applicable ordinances, laws, regulations, deed restrictions, association rules, and licensing and permitting requirements applicable to use the Home as a vacation rental. Owner is responsible for obtaining and maintaining any applicable license or permit for the use of the Home as a rental and for payment of all fees and taxes associated with the license or permit. Where permitted by law, TurnKey may, but is not required to, act on Owner's behalf to obtain or renew a license or permit for the Home. Whether or not TurnKey assists Owner in obtaining or renewing a license or permit,

Owner remains ultimately responsible for ensuring that all applicable licenses or permits for the Home remain in force. TurnKey will not be responsible for any alleged damages that result from failure to obtain, or the lapse or expiration of, any license or permit for the Home.

7. Existing Reservations.

a. Obligation to Honor Existing Reservations. Owner acknowledges that guest satisfaction is a priority for TurnKey, and that in addition to applicable laws that require Owner to honor a reservation, the inability to honor reservations is a significant source of guest dissatisfaction, poor reviews, and demands for compensation. Accordingly, Owner agrees to honor all Existing Reservations of less than 30 nights with check-out dates prior to the Effective Termination Date, and to honor all other Existing Reservations regardless of whether they occur after the Effective Termination Date. "**Existing Reservations**" are reservations made under this Agreement for which TurnKey has received a lease or rental agreement and a monetary deposit.

b. Liability for Failure to Honor Existing Reservations. If Owner fails or refuses to honor one or more Existing Reservations as required herein for any reason, TurnKey shall attempt to move the reservation to a comparable property to the extent permitted by law and subject to guest agreement. If TurnKey is able to move the reservation to a comparable property and the guest agrees to move, then Owner shall be responsible for any actual costs incurred by TurnKey to move the guests (such as, by way of example only, higher rent that is not passed on to the guests). If TurnKey is not able to move the reservation to a comparable property or the guest refuses to agree to move, then Owner agrees to pay TurnKey (1) TurnKey's lost Management Fee on that reservation, plus (2) any actual costs incurred by TurnKey in connection with cancellation of the reservation, including but not limited to costs relating to legal action by the guest.

c. Circumstances Outside Owner's Control. Except with respect to actual costs incurred by TurnKey or as otherwise required by law, Owner will not be responsible for payment of the damages prescribed in this section for failure to honor Existing Reservations where such failure 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. 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 TurnKey of such recovery in writing within 30 days of receipt, and Owner will pay or cause to be paid to TurnKey an amount equal to the Management Fee that TurnKey would have received on the lost rental income payment.

B. TURNKEY RIGHTS AND OBLIGATIONS.

1. Guest Charges and Services. In addition to rent, to the extent permitted by law TurnKey may charge guests for specific services provided by TurnKey, such as concierge service. TurnKey may further collect any applicable third-party charges, such as charges assessed on tenants by an HOA, on behalf of such third parties and remit such charges directly to the third parties. Except as disclosed to Owner, TurnKey will not mark up such charges. For rentals of less than 30 nights, in addition to a cleaning fee, TurnKey may charge guests and retain additional fixed or variable fees, such as a booking fee, pet fee, hot tub fee, or credit card processing charge (a blended rate of between 3% and 4% based on usage of different card types).

2. Channel Marketing. A Channel may act as merchant of record for certain transactions reserved through the Channel. Owner acknowledges that certain Channels may charge fees that will be retained by the Channel (and that will not be shared with TurnKey or Owner). Owner further acknowledges that the presentation of the Home, 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 taxes, guest fees, channel fees, or other amounts that are not "Rental Proceeds" as defined in this agreement.

3. Guest Refunds. TurnKey may issue full or partial refunds to guests to address guest dissatisfaction where in its sole discretion it deems it reasonable to do so or to comply with applicable law.

4. Out-Of-Order Status. TurnKey may place the Home in "out-of-order" status at any time, for any cause that TurnKey in its sole discretion believes could materially affect the quality or safety of a guest's stay. In no event will TurnKey be liable for any losses to Owner related to the Home being placed in "out-of-order" status.

5. Emergency Repair. A repair is an "**Emergency Repair**" if TurnKey in its sole discretion deems the repair to be necessary to (1) protect the Home or its contents from damage or destruction, (2) return the Home to rentable condition during or in advance of a guest stay, or (3) comply with the requirements of applicable law relating to rental occupancy during or in advance of a guest stay. To the extent reasonable under the circumstances, TurnKey will attempt to contact Owner prior to incurring expenses for an Emergency Repair.

6. Reserve Balance. As allowed by law, TurnKey will withhold amounts from Rental Proceeds payable to Owner as necessary to maintain a reserve balance that will be used by TurnKey for payment of maintenance and repair expenses for the Home incurred by TurnKey on Owner's behalf (the "**Reserve Balance**"). The default amount of the Reserve Balance is \$500, but Owner may adjust this amount upward or downward.

C. DEFINITION OF RENTAL PROCEEDS. For purposes of this Agreement, "**Rental Proceeds**" means:

1. Rental Proceeds for TurnKey Bookings. For reservations booked on TurnKey's website or by phone through TurnKey reservation agents, the "Rental Proceeds" for each reservation shall be the total rent paid for the period during which the Home was occupied pursuant to the reservation.

2. 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 Home was occupied pursuant to the reservation, less fees, charges, or commissions imposed by the Channel, if any. The effective cost of the Channel fees for a reservation may be added to the total rent for the reservation so that the additional Channel fees are borne by the guest rather than Owner.

3. Rental Proceeds Limited to Rent. For purposes of clarity, Rental Proceeds do not include lodging, sales, 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.

4. Pet Rent. If the Home accepts pets, any pet rent collected ("Pet Rent") for stays of 30 days or longer will be excluded from Rental Proceeds and distributed in full to Owner as specified in this Agreement.

D. BANK ACCOUNTS. TurnKey may, in its sole discretion and consistent with applicable law, hold funds on Owner's behalf (including but not limited to maintenance funds, rental deposits and proceeds, and funds held for the purpose of paying Owner obligations as provided in this Agreement) in the same trust account as funds held on behalf of other owners of properties managed by TurnKey.

E. CHANGE IN LAW. If any state, county, city or other government or association statute, rule, or regulation prohibits the use of the Home as a vacation rental as contemplated by this Agreement, or makes such use economically prohibitive, then TurnKey may terminate this Agreement immediately upon such statute, rule, or regulation taking effect and neither party shall be obligated to honor Existing Reservations except as required by law.

F. INDEMNIFICATION. Owner shall indemnify, defend, and hold harmless TurnKey, its parent, affiliates, successors and assigns, and each of their respective officers, directors, employees, owners, and agents (each a "TurnKey Party" and collectively, the "TurnKey Parties") for, from, and against any and all claims, suits, demands, actions or other proceedings, and any and all losses, liabilities, damages, costs or expenses of any kind (specifically including, without limitation, reasonable legal and accounting fees) (collectively "Claims"), arising from or relating to property damage or injury to persons (including death) by reason of any cause whatsoever either (1) occurring in or about the Home or (2) resulting from actions taken under the express or implied direction of Owner. Notwithstanding the foregoing obligation, Owner is not required to indemnify, defend, or hold harmless any TurnKey Party with respect to any Claims solely and directly caused by the TurnKey Party's gross negligence, intentional misconduct, or fraud.

G. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE SHALL ANY TURNKEY PARTY BE LIABLE TO OWNER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS), OR FOR ANY OTHER DAMAGES THAT ARE NOT DIRECT ECONOMIC DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF ANY TURNKEY PARTY HAS BEEN ADVISED OF OR OTHERWISE HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE TURNKEY PARTIES' LIABILITY TO OWNER FOR BREACH OF CONTRACT OR NEGLIGENCE, SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL MANAGEMENT FEE RECEIVED BY TURNKEY UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

H. MISCELLANEOUS.

1. Governing Law. This Agreement will be construed in accordance with and governed by the substantive law of the state of California, without regard to California's conflict of law rules.

2. Dispute Resolution. The parties agree to resolve any dispute arising out of or relating in any way to this Agreement as follows:

a. Mediation. If the dispute is not settled by negotiation, the parties agree first to try to settle the dispute by mediation within 30 days of either party providing written notice of the dispute, such mediation to be administered by the American Arbitration Association ("AAA") under its Commercial Mediation procedures. In the event the parties are unable to agree on a mediator, AAA shall appoint a mediator.

b. Arbitration. If mediation is unsuccessful, the dispute will be resolved by binding arbitration rather than in court, such arbitration to be conducted by the AAA under its Commercial Arbitration Rules before a single, independent arbitrator. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. To begin an arbitration, a party must send a letter to the other party requesting arbitration and describing the claim. If TurnKey requests arbitration, it will send the letter to Owner's most recent address in TurnKey's records. If Owner requests arbitration, it will send the letter to TurnKey's registered agent in the state in which the Home is located.

c. Place of Mediation or Arbitration. The mediation or arbitration shall take place in the county in which the Home is located, or in such other location as TurnKey and Owner may mutually agree.

d. Exceptions to Mediation and Arbitration Requirement. As the only exception to the agreement to submit all disputes to mediation and binding arbitration as provided herein, TurnKey and Owner both retain the right to pursue: (1) in small claims court in the county in which the Home is located any claim that is within that court's jurisdiction, and the parties consent to the personal jurisdiction and venue of such court; and (2) an injunction claim for infringement or other misuse of intellectual property rights in any court with jurisdiction to enjoin (whether by temporary, preliminary, or permanent injunctive relief) such infringement.

e. Class Action and Jury Trial Waiver. THE PARTIES AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL.

3. Assignment. 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.

4. Signatures. 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.

5. Headings and Footers for Convenience Only; Interpretation. Headings, captions, and the content of headers and footers in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. In interpreting this Agreement or any part of it, no rule of construction shall apply to the disadvantage of any party on the basis that the party prepared this Agreement or any part of it.

6. Severability. If any portion of this Agreement is held invalid in any jurisdiction: (1) such holding shall not affect the validity of that portion in any other jurisdiction; (2) the validity of the remaining portions shall not be affected; and (3) to the greatest extent reasonable and possible, the intent of the parties hereto with respect to their rights and obligations under this Agreement (including with reference to the parts deemed invalid) will be given full effect.

7. Waiver. Any failure by TurnKey to enforce any provision of these terms shall not be construed as a waiver of future enforcement of that provision or of any of TurnKey's rights and privileges under this Agreement.

8. Amendments. This Agreement may be amended as follows:

a. 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 or assented to by a TurnKey representative at the regional director level (or equivalent) or higher, and must identify the provisions of this Agreement that are to be amended.

b. Amendment by Notice and Acceptance. TurnKey may send Owner a proposed amendment to this Agreement, or a proposed fully restated agreement. TurnKey will send any proposed amendment or restated agreement by mail or electronic mail to Owner's last known address provided to TurnKey in the owner portal, or will make the proposed amendment or restated agreement available for Owner's review in the owner portal. 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 TurnKey transmits the proposed amendment or restated agreement to Owner, unless Owner notifies TurnKey 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.

9. Intellectual Property. All photographs, text, and other marketing materials TurnKey creates pursuant to this Agreement (and all copyrights and other intellectual property rights therein) are and shall at all times remain the sole and exclusive property of TurnKey. If Owner holds the copyright or other intellectual property right in any marketing materials for the Home, Owner grants TurnKey a limited license for the term of this Agreement to use such materials for the purpose of performing services hereunder.

10. Force Majeure; Effect.

a. Definition of Force Majeure. "Force Majeure" is any event or condition beyond the control of the parties, including but not limited to acts of God; natural disasters such as earthquakes, fires, floods, volcanic eruptions, and storms; civil or military disturbances, riots, acts of terrorism, and acts of war (whether declared or not); sabotage; epidemic; accident; voluntary or involuntary compliance with any regulation, law, order or declaration of any government or civil or military authority, including a declaration of emergency or an evacuation, quarantine, or stay at home order; strike, lock-out, or other labor dispute; interruption, loss or malfunction of utility, transportation, internet or telephone communication service; and inability to obtain labor, material, equipment or transportation.

b. Effect of Force Majeure. Each party shall be excused from a failure to perform any of its obligations under this Agreement, and shall not be liable to the other party for any costs or damages due to delay in performance or failure to perform, to the extent that the performance is prevented or made economically prohibitive by Force Majeure. Excuse from performance and liability shall continue so long as the Force Majeure continues. The party whose performance is affected by Force Majeure shall promptly notify the other party of the failure, shall advise the other party of the anticipated duration of the Force Majeure and any actions being taken to minimize its effect, and where possible shall take reasonable efforts to remove the event or condition constituting Force Majeure.

11. Survival of Terms. Part II sections A(7) (Existing Reservations), F (Indemnification), G (Limitation of Liability), H(1) (Governing Law) and H(2) (Dispute Resolution), and all other terms that by their nature should logically survive termination of this Agreement, shall continue in force and effect after termination.

12. Entire Agreement. This Agreement, including any contemporaneously executed addenda, constitutes the entire agreement of the parties hereto and supersedes all prior and contemporaneous communications, understandings, agreements, representations, and warranties, whether oral or written, relating to the subject matter hereof.

INSURANCE ADDENDUM

TurnKey shall enroll Owner in its Accommodations Protection Program (the “**Program**”) unless Owner opts out as provided in Section 3 (“**Opting Out**”) of this Insurance Addendum or has previously opted out of the Program.

1. Program Coverage. The Program covers Owner and TurnKey for liability arising from bodily injury or property damage suffered by a guest or a guest’s invitees at the Home, up to \$1 million per occurrence. The Program also covers guest-caused damage to the Home, up to \$1 million per occurrence, or to its contents, up to \$25,000 per occurrence; and covers bed bug remediation, including lost revenue reimbursement, of up to \$15,000 per occurrence for up to two occurrences per year. The Program coverage applies only to covered incidents that occur during the rental period for each rental stay for the Home that is booked through TurnKey. The Program does not cover stays at Home by Owner, Owner family members, or any other Owner licensees or invitees, or for any damage or injury that occurs outside the rental period for a TurnKey-booked stay at the Home. The Program is administered by a third-party insurer (“**Insurer**”) and does not replace homeowners’ insurance coverage. Program coverage is subject to the Insurer’s policy terms and Program rules in effect at the time of any occurrence. A complete set of current Program rules, including coverage limitations and exclusions, is available from TurnKey upon request.

2. Program Cost. TurnKey will deduct a per-night charge (the “**Program Charge**”) from the Rental Proceeds payable to Owner for each completed rental stay at the Home that is booked through TurnKey. If the Home has two or fewer bedrooms, the Program Charge will be \$7.00 per night. If the Home has three or more bedrooms, the Program Charge will be \$8.54 per night. The Program Charge will be capped at 30 nights per reservation. TurnKey may adjust the Program Charge provided that TurnKey will use commercially reasonable efforts to notify Owner of any increase in the Program Charge at least 30 days in advance of the date such increase will take effect.

3. Opting Out. Owner may opt out of the Program at any time by submitting to TurnKey a completed opt-out request on a form provided by TurnKey for that purpose. An opt-out request will become effective on the date TurnKey actually receives the completed opt-out form and will apply to each rental stay at the Home with a check-in date on or after the date the opt-out becomes effective. Processing an opt-out request does not constitute agreement by TurnKey that Owner’s policies offer adequate protection to Owner in the event of a loss.

4. Termination of Program. In the event that either TurnKey or Insurer terminates its participation in the Program, TurnKey shall notify Owner of the date of termination as soon as reasonably practicable. To avoid any lapse in coverage, Owner agrees to obtain (or maintain) a commercial general liability policy or other policy that (a) expressly covers the use of the home as a rental property, (b) provides at least \$1 million in liability coverage, and (c) if requested by TurnKey, covers the property manager as an insured. Owner will obtain the required coverage no later than the date of termination and to provide proof of such insurance to TurnKey.