



MANAGEMENT AND ADMINISTRATION AGREEMENT

By and between

4U Real Estate B.V., a private limited liability company organized under the laws of the Country of Sint Maarten, having its office at Welfare Road 69, Sint Maarten, registered in the Commercial Register of the Chamber of Commerce and Industry under No. 28891, called: **'the Property Manager'**.

And

Name: _____
Company Name: _____ Registration No.: _____
Address: _____
City (ZIP Code): _____ Country: _____
Email: _____ Phone: _____

Hereinafter referred to as: **'the Owner'**

Collectively referred to as: **the 'Parties'**

PARTIES HAVE AGREED UPON THE FOLLOWING

1. Unit

Unit No.: _____ Kadaster No.: _____ Size: _____ No. bedr.: _____
Address: _____

2. Term(s)

This management agreement is entered into for a period of 5 years from the date of signing the contract. This term will be extended automatically for the same period each time the owner does not timely notify the manager in writing, no later than sixty (60) days before the expiration of the relevant term, of his wish not to extend the management agreement as indicated above.

Exclusive Property Manager The Owner hereby appoints the Property Manager as its/his/her sole and exclusive manager to manage the above mentioned unit on behalf of the Owner during the term of this Agreement for the leasing, management, administration and maintenance of the Property.

The owner may inform the manager of their desire to stop renting. In this case, the owner must honor any current rental agreements (on the unit, such as bookings or leases), and the manager will stop taking tenants or guests. The owner can give the manager the option to transfer the rentals to another unit, subject to the tenant's or guest's approval.

3. Management Services

- 3.1. **OWNER(S) DRAW:** The property manager is responsible for collecting funds from the tenant or guest and paying them to the owner after deduction of fees and expenses. Payments will be made monthly, no later than the 10th of each month.
- 3.2. **STATEMENT(S)/FINANCIAL REPORT(S):** The Property Manager will provide a detailed financial report to the Owner each month. This report will include the amounts collected from long-term or short-term rentals, and any other income or expenses related to the Unit.
- 3.3. **ACCOUNTING:** The Property Manager will maintain transparent and accurate accounting of all financial transactions relating to the Unit. The Owner may request to review the financial records at any time.
- 3.4. **PAYMENT(S) OF EXPENSES:** upon prior written request of the owner, the property manager is authorized to make payments for property-related expenses on behalf of the owner. However, it is agreed that the property manager is authorized to make urgent and imperative expenses for the minimal proper functioning and use of the property without prior authorization (urgent repairs and maintenance, essential services, etc.). Whether or not an urgent circumstance applies for the application of this clause is at the sole discretion of the Manager. The Owner shall reimburse the Property Manager immediately upon his first request, for any advanced charges or expenses incurred in this regard.

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- 3.5. **MAINTENANCE & REPAIRS:** The Property Manager shall use his best efforts to ensure that the unit is maintained in an attractive and good state of repair and condition.
- 3.6. **Attorney-in-fact/Authorize Agent:** The Owner hereby appoints the Property Manager as its Attorney-in-fact and Authorize Agent, with full authority to do all legal things necessary for the performance of this Agreement, including the following: The Property Manager shall act on the lease agreement as the Lessor. Regardless of the contractual obligation that may arise from this agreement for the Owner and the Manager, the Manager shall not enter into any lease agreement or extension thereof, on behalf of the Owner, without the Owner's prior written consent, except for Short Term Rental for which no separate permission from the Owner is required prior or after each booking.
- 3.7. **UTILITIES, TAXES, PERMITS:** The property manager is not responsible for the fees related to utility bills (water, electricity, internet, etc.), taxes (TOT, Profit Tax, Income Tax, or other), permit fees or other expenses, or community maintenance fees; these costs are the sole responsibility of the owner. In general, the property manager is not responsible for any third-party fees or charges. The Owner shall pay said charges directly from his account to the concerned third-party service providers.
- 3.8. **MARKETING & ADVERTISING:** The property manager will promote the property through marketing and advertising campaigns on online platforms and other means, at their discretion.
- 3.9. **CLEANING & LAUNDRY SERVICES:** The property manager will be responsible for setting up and organizing a cleaning and laundry service. However, cleaning fees remain applicable when this service is provided.

4. Working Capital

- 4.1. On the effective date of this contract, the owner shall pay to the manager, as working capital, an amount equal to USD\$500.00

5. Management Fees

- 5.1. The Owner may opt in case of an upcoming or passed legal expiration of an existing long or short term or vacation lease (without future bookings or new leases in place), to switch from long term to short term or vacation or vice versa, as desired by the Owner but only upon a one month written notification term to the Manager prior to the date of the intended switch, unless parties agree on a shorter notification term.

5.2. LONG TERM:

- 5.2.1. Management fees: Owner shall pay the Manager a management fee of 5.00% on the gross rental income for the Unit payable monthly. The fee shall be deducted from the rent collected.
- 5.2.2. Brokerage fees:
- 5.2.2.1. Brokerage fees, which consist of finding a tenant on behalf of the owner, will generate a fee equivalent to half a month's rent, spread over a 12-month period. This represents a monthly fee of 4.14% of the gross rental income.
- 5.2.2.2. The owner will pay the fees based on the tenant's actual occupancy period. In the event that the tenant vacates the premises prematurely or ceases to pay rent, the fees will be calculated and applied only to the period during which the tenant occupied the unit (pro-rated)

5.3. SHORT TERM:

- 5.3.1. "Guest provided by the Manager", Management Fees of 18% of the gross rental income, including the following:
- Welcome Basket including essential and premium (Soap, Shampoo, conditioner, Water, drinks, dish liquid, sponge, toilet paper, paper towel, etc...);
 - Inspection of the Unit (Check-in/Check-out);
 - Cleaning & Laundry Services (Charged directly to the guest);
 - Professional Pictures;
 - Concierge and/or Lobby Services;
 - Shuttle Services.
 - Platforms & Website Listing
 - Marketing Optimizations (Social Media, Paid Advertising, etc...)
 - Payments Collection
- 5.3.2. "Guest provided by Owner", Management Fees of 9% of the gross rental income, including the following:
- Welcome Basket including essential and premium (Soap, Shampoo, conditioner, Water, drinks, dish liquid, sponge, toilet paper, paper towel, etc...);
 - Inspection of the Unit (Check-in/Check-out);

- Cleaning & Laundry Services;
- Concierge and/or Lobby Services;
- Shuttle Services.

5.3.3. "Owner's Stay", The owner's stay may be made according to availability without time or other limits and will include the following services:

- Welcome Basket including essential and premium (Soap, Shampoo, conditioner, Water, drinks, dish liquid, sponge, toilet paper, paper towel, etc...);
- Inspection of the Unit (Check-in/Check-out);
- Cleaning & Laundry Services (Charged directly to the owner);
- Concierge and/or Lobby Services;
- Shuttle Services.

6. Shuttle Services

6.1. The Property Manager will provide at least two high-end vehicles to pick up guests from the airport and drop them off on the day of their departure for Short Term rentals. This service will not incur any additional costs for either the owner or the guest and is the responsibility of the Property Manager, who also undertakes to provide this service free of charge to the owner.

7. HOA Warranties

7.1. HOA Fees for units operating on and participating in the Short-Term program are capped at a fee of US\$6 per month per square meter of the Unit, over a 5-year period. This amount covers regular charges only and does not include special charges that will be billed separately by the association. If the approved budget exceeds this cap, the property manager will be required to pay the difference to the HOA, thereby ensuring compliance with the established charge cap.

8. Terms & Conditions Acceptance

8.1. The owner accepts all terms and conditions provided by the property manager.

8.2. Default stipulation.

Property manager is not liable for any and all damages that Owner may incur in the Unit, other than those damages which are specifically caused by severe neglect or malintent of the property manager. Owner shall hold property manager harmless against any claims in this regard. In general, the default clauses as laid down the Civil Code of Sint Maarten are applicable to this agreement and the interpretation thereof, and thus to all work performed under this agreement by the property manager.

9. Applicable Law

9.1. The laws of St. Maarten are applicable to this Agreement and the interpretation thereof and any and all disputes arising from same will be brought before the Court of First Instance on St Maarten.

Manager

Owner

[Name]:

[Name]:

Date:

Date: