



## MANAGEMENT & SERVICE AGREEMENT

### **Between**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Representative: \_\_\_\_\_

ID/Registration number: \_\_\_\_\_

Property Address: \_\_\_\_\_

Authorized Email: \_\_\_\_\_

Contact Phone No.: \_\_\_\_\_

(hereinafter called "Owner")

### **And**

Superhosts Co. Ltd.

Pattaya: \_\_\_\_\_

Tax ID: \_\_\_\_\_

(hereinafter called "Operator")

Owner and Operator jointly called "Parties"

<b>Rights to the Property</b>	<b>2</b>
<b>The Owner agrees that the Operator shall have</b>	<b>2</b>
<b>Duties of the Operator</b>	<b>3</b>
<b>Expenses to be paid by Owner</b>	<b>3</b>
<b>Utilities electricity/water</b>	<b>3</b>
<b>Payment Procedures</b>	<b>3</b>
<b>Bookings</b>	<b>4</b>
<b>Insurance and Damages</b>	<b>4</b>
<b>Taxes and Registration</b>	<b>4</b>
<b>Contract term</b>	<b>4</b>

WHEREAS,

- the Property as described above has the following profile:
  - Bedrooms:
  - Bathrooms:
  - Living Room:
  - Kitchen:
  - Car Parking:
  - Facilities: Private Swimming Pool, Sauna, Garden, ...
- the Owner wishes to delegate to the Operator the Management and/or Rental Services for the Property as set forth in this Agreement, and Operator wishes to assume this responsibility.

## **1. Rights to the Property**

The Owner declares that he or she has full and exclusive rights to the Property and is entitled to freely dispose legally with regard to the use of the property for the Term of this Agreement. The Owner will ensure that tenants will not be challenged regarding the use of the property by any third party.

Should there be any restriction on the use of the Property, such restrictions will be listed in Annex A to this Agreement.

## **2. The Owner agrees that the Operator**

- 2.1. Has the right to set the rental rate and pricing within a certain framework as approved by the Owner. Such rate may be reviewed and adjusted periodically by mutual agreement between both parties.

- 2.2. The exclusive rights to manage the Calendar of the Property for bookings by Clients or by the Owner himself.
- 2.3. Receives 20% of the gross revenue each month. The remaining 80% is paid directly to the account of the property owner

### **3. Duties of the Operator**

- Marketing & Distribution
- Reservation & Concierge Service
- Guest Support Service

### **4. Expenses to be paid by Owner**

1. Utilities electricity/water
2. Booking commissions of online channels like booking.com, agoda.com, ...
3. Major maintenance/repairs
4. Pool maintenance
5. Gardening
6. Pest control

\* 3-6 can be provided by the Operator for additional fee

\* All expenses can be deducted directly from the Owners income account

### **5. Payment Procedures**

Income and expenses for the Property will be processed on a dedicated account managed by the Operator for the Owner.

Amounts exceeding the minimum balance (after all expenses incl. the Operator's fees paid) will be transferred to the Owner at the first workday of the month.

The minimum balance that shall remain on the account is \_\_\_\_\_ THB.

#### **Bank details of Owner for payments**

Account holder Name: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Branch: \_\_\_\_\_

## **6. Bookings**

The Operator will manage all rentals and tenants.

The Owner may book/block his or her property simply using the Operator's booking system.

For the period of booking, the charge is 5% of the published rate.

The fees are used by the Operator to pay for cleaning, property maintenance, amenities and account and calendar management.

## **7. Insurance and Damages**

- 7.1. The Owner shall be responsible to ensure that the property is insured and the Operator shall not be responsible for any losses of any nature due to missing insurance. In case that there isn't any property insurance in place yet, Superhosts Co. Ltd. can assist to obtain such insurance and deduct expenses from the Owners income account.
- 7.2. Minor damage beyond wear and tear shall be charged by the Operator to the tenants, which amounts will either be paid to the Owner or used to replace/repair damaged items. The Operator is allowed to apply its own assessment of wear and tear in such cases.
- 7.3. Superhosts Co. Ltd. is in no way responsible for any damaged and/or broken items claimed either by the Owner or the Property Staff.

## **8. Taxes and Registration**

The Owner understands that he or she is responsible for registration of the rental business, and any taxes regarding the lease, property taxes, special business taxes and income taxes of the owner.

The Operator will prepare financial statements and related documents for the rental operation to be used for the Owner's tax declaration. The Owner will hire a qualified accountant to file his or her tax returns.

The Operator is responsible for his own taxes earned as income from commissions.

## **9. Contract term**

This contract shall be effective for a period of one (1) Year. If either party wishes to terminate this Agreement effective at the first anniversary of the commencement

date, then the terminating party shall give notice in writing to the other party at least 90 days prior to the 1 year anniversary date.

If no such notice is given, then this contract shall be extended for another 1-year term until either party gives written termination notice to the other party of not less than 90 days prior to the end of any term.



**Superhosts Co. Ltd / Operator**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

**Property Owner / Authorized Representative**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

**ADDRESS AND CREDENTIALS OF Superhosts**

**ANNEX A**

**Restrictions of Use of the Property**

(e.g.

- no pets

- no smoking
- .....