



Thank you for your purchase! This is the same Contract that I use with all my clients, created and reviewed by a lawyer.

You are free to use this for your own use in your co-hosting business, but please take note of all the legalities that apply to its use, which you'll find on the last page. Ultimately, every business owner needs to complete their own due diligence, and I would encourage you to have your own lawyer review this document should you have any concerns. Your use of this instrument implies that you are in agreement with all the legal stipulations presented there.

When you begin to use this document, make sure you make a copy for yourself in Word or Google Drive for you to customize. Omit this page (p.1) and the final agreement page (p.11), as they contain irrelevant information to your transactions.

Feel free to email me with any questions or concerns! You can check my website at bnbmadesimple.com for tips, or email me at admin@bnbmadesimple.com

Happy Hosting!

A handwritten signature in black ink that reads 'Lauren' in a cursive script, with a decorative flourish at the end.

INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement (this "Agreement") is made effective as of

_____ (*date of signing*) , by and between _____

or their successors or assigns (collectively the "Recipient"), of

_____ (*Recipient's mailing address*), and

_____ (*the "Contractor"*), of

_____ (*Contractor's mailing address*) for

the management of short term rentals (herein referred to as "STR"). In this Agreement,

the party who is contracting to receive the services shall be referred to as the

"Recipient," and the party who will be providing the services shall be referred to as the

"Contractor."

1. DESCRIPTION OF SERVICES. Beginning on _____, the Contractor will provide the following services (collectively, the "Services") at _____ (*property address*):

○ **Contractor Responsibilities Pre-Launch (if applicable):**

- Once 100% of all required furniture, decor, and supplies are purchased and assembled, Contractor will stage home to prepare listing for professional photography and first guests.
- Contractor is responsible for scheduling professional photography once all furniture and decor has been installed. Recipient will pay for 100% of the cost of photos from a professional photographer of the Contractor's choosing. Recipient will own the rights to the photographs and Contractor will provide Recipient with all high resolution files whether the Recipient are used in the listings or not.
- Contractor is responsible for design and creation listing and check in guides for Airbnb, VRBO, Booking.com, Homeaway and any other platforms the Contractor and Recipient have mutually agreed will increase overall net margins for rental. Contractor is also responsible for creation of a house manual that includes house

rules, checkout instructions, and a customized neighborhood guide. Contractor is responsible for 100% of the cost of digital and physical versions of house manuals.

- Contractor is responsible for developing a dynamic pricing strategy that adjusts the price of the listing based on local supply and demand. Contractor is responsible for 100% of the cost of pricing software. Recipient may, from time to time, direct the Contractor to adjust pricing and terms on various platforms if the Recipient deems it will increase overall revenue, margins, reviews, or quality of guests.
- Contractor is responsible for hiring, training, and scheduling a cleaning service. Contractor will also provide training to Recipient's designees, in order to provide back-up cleaning service or to manage certain tasks to help offset the costs of turnover between reservations. Contractor is responsible for 100% of the cost of software used to manage the cleaning team.

○ **Contractor Responsibilities Post-Launch**

- Contractor is responsible for all communications with guests including screening and vetting of potential guests. After check in, Contractor is responsible for all communications with guests during their stay. After checkout, Contractor is responsible for all post checkout communications including reviewing guests and responding to guest reviews.
- Contractor is responsible for **100%** of the cost of message automation software.
- Contractor is responsible for the identification and resolution of damage claims.
- Contractor is responsible for replenishing supplies necessary to operate the short term rental. Recipient is responsible for 100% of the cost of supplies. Recipient reserves the right to manage and pay for supplies.
- Contractor is responsible for relaying high risk maintenance-related issues (e.g. roof leaks) within 24 hours of discovery to Recipient by phone and/or text. Recipient is responsible for 100% of the cost of the remediation of maintenance issues. Recipient reserves the right to request Contractor hire a subcontractor of the Contractor's choosing and reimburse the Contractor within 72 hours of receipt of maintenance invoice from subcontractor. No fees will be charged by the Contractor for this coordination.
- Contractor is responsible for updating the Airbnb listing when new features are added. Contractor is also responsible for updating the listing description when there are updates or changes to the listing.
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listing description when there are updates or changes to the listing.

- Contractor reserves the right to list the home on other booking channels such as Booking.com and VRBO/Homeaway. Contractor is responsible for 100% of the cost of channel management software necessary to list property on multiple booking platforms.
 - All payouts will be initially outed through the Contractor's account. Contractor will send a monthly booking report and income payout no later than the 5th day of every month for the previous month.
- The Contractor has the right of control over how the Contractor will perform the Services. The Recipient does not have this right of control over how the Contractor will perform the Services.
 - Regular home maintenance needs (including utilities and lawn care), as well as any special needs, will be arranged for and paid by the Recipient or an agent of the Recipient.
 - The Contractor will be reimbursed by the Recipient for any supplies purchased from the booking fees

2. ADDITIONAL STIPULATIONS.

- Recipient is responsible for the scheduling and management of recurring services or regular home maintenance needs such as pest control, landscaping, HVAC servicing, utilities, and other services the Contractor and Recipient agree to. Recipient is responsible for 100% of the cost of these services.
- The Recipient agrees to pay all mortgage related payments, utility bills, and property related taxes in a timely manner.
- Recipient agrees to allow the Contractor to install a smart lock and security camera on the premises. These are required items while the space is being managed by the contractor.
- Professional photos and the cost of the smart lock will be paid for by the Contractor, and then reimbursed from the Recipient's booking fees until fully reimbursed.
- Contractor may purchase various additional small items for the space (coffee pot, area fans, blankets, trash cans, etc.) up to a maximum of \$100 monthly without requesting approval from the owner.
- Upon the termination of services, all items purchased by the Contractor and reimbursed by the Recipient will be left in the space. All items not reimbursed will be removed from the space.
- Contractor reserves the right to change hosting platforms or tools after notifying Recipient of the change and giving them any necessary access to the new platforms or tools.
- Both the Recipient and the Contractor will give any access codes related

to the property to the other party.

- Recipient agrees that Contractor has the right to use their discretion to offer other properties to guests who initially request the Recipient's property.

3. **PAYMENT FOR SERVICES.** For the first 3 months, starting from the check-in date of the first reservation, the Contractor will receive _____% of all booking fees in exchange for the services listed above. After that period, should both parties choose to continue working together, the contractor will receive _____% of all booking fees in exchange for the services listed above.

4. **ADDITIONAL FEES.** Any action taken by the Recipient (particularly when the Recipient interacts directly with guests or other hosting platforms without the Contractor's knowledge or consent) which results in additional work for the Contractor will be billed according to the following rates:
 - \$50 an hour during regular business hours (9-5 EST M-F)
 - \$100 an hour for weekends or after hour requests (These rates will also apply to non-urgent after-hours calls from the Recipient to the Contractor)

5. **DURATION OF SERVICES.** The Recipient commits to stay with the Contractor's services for a minimum of 3 months from the check-in date of the first reservation.

6. **TERM / TERMINATION.** Termination of this Agreement by the Recipient will not occur before the Duration of Services from section 5 is fulfilled. After that point, termination may occur at any point by Recipient. The Recipient will give the Contractor 14 days notice, if 14 days falls in the middle of a reservation, termination will take effect at the end of that reservation.

Check one:

The Contractor has the ability to terminate this agreement "at will," even before the Durations of Services has been met. The Contractor will give the Recipient 14 days notice, if 14 days falls in the middle of a reservation, termination will take effect at the end of that reservation. Upon an "at will" termination by Contractor, all fees will only be considered earned by the Contractor once a reservation has been completed, occupants have checked out, and cleaning and preparation for the next reservation has been completed. Any unearned fees collected by the Contractor shall be refunded to Recipient within seven days of Contractor's notice to terminate this agreement.

Both the Contractor and Recipient have the ability to terminate this agreement "at will" even before the Durations of Services has been met with the

stipulation that the *Recipient will pay the Contractor \$500 for starter services*. Any party that cancels will give the other party 14 days notice, if 14 days falls in the middle of a reservation, termination will take effect at the end of that reservation. Upon an "at will" termination, all fees will only be considered earned by the Contractor once a reservation has been completed, occupants have checked out, and cleaning and preparation for the next reservation has been completed. Any unearned fees collected by the Contractor or Recipient shall be refunded to the other party within seven days of notice to terminate this agreement.

Recipient may terminate this contract if there are any changes in legislation governing short term rentals in the City of *YOURS HERE* which modify the ability, cost, permitting, administrative requirements, reporting, or profitability of conducting a short term rental listing at the Property.

A regular, ongoing relationship of indefinite terms is not contemplated. The Recipient has no right to assign services to the Contractor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Contractor shall perform other services for the Recipient, pursuant to the terms of this Agreement.

This agreement automatically renews if not terminated by the parties after three months. If the agreement is automatically renewed, it shall be on a month to month basis and either party may terminate the agreement with 14 days notice to the other party. If Recipient terminates contract before the end of the term Recipient must pay Contractor \$300 a month for each full month remaining in the contract.

7. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the Contractor is an independent contractor with respect to the Recipient, and not an employee. The Recipient will not provide any sort of employee benefit to the Contractor.

The relationship between the Contractor and the Recipient is a non-exclusive one. The Contractor also performs services for other organizations and / or individuals. The Recipient has no right to further inquire into the Contractor's other services.

8. **PERSONAL SERVICES NOT REQUIRED.** The Contractor is not required to render the Services personally and may employ others to perform the Services on behalf of the Recipient without the Recipient's knowledge or consent. If the Contractor has assistants, it is the Contractor's responsibility to hire them and provide materials for them. Contractor agrees that although they may provide services through subcontractors, assistants, and other representatives, they will substantially oversee, coordinate, and provide quality control for those activities.

9. **LOCATION ON PREMISES.** The Recipient agrees that the Contractor may use a closet or some other small, securable space to keep supplies.
10. **NO SET WORK HOURS.** The Contractor has no set hours of work. There is no requirement that the Contractor work full time or set hours, or otherwise account for work hours. The Contractor may access the property at any time without notifying the Recipient of arrival.
11. **EXPENSES PAID BY CONTRACTOR.** The Contractor's business and travel expenses are to be paid by the Contractor and not the Recipient.
12. **INSURANCE.** The Recipient agrees to replace their homeowner's insurance policy with one that specifically covers short-term rentals if the recipient does not already have appropriate coverage.
13. **RIGHT TO INSPECT.** The Recipient retains the right to supervise or inspect the work to ensure that it is done properly. The Recipient retains the right to stop work done improperly. The Recipient must inspect the property at a time that does not interfere with a reservation.
14. **RECIPIENT'S PERSONAL USE.** The Recipient reserves the right to personally use property, provided the Recipient lets the Contractor know in advance. Recipient cannot require the Contractor to cancel a confirmed reservation for personal use. Recipient must pay for the cleaning after the Recipient's personal use.
15. **ASSIGNMENT.** Recipient may unilaterally assign this agreement upon notice to Contractor. Contractor may not assign this agreement without the express written consent by the Recipient.
16. **INDEMNITY.** The Recipient shall defend and indemnify and hold harmless the Contractor and the Contractor's employees, and agents, and subcontractors (collectively, "Indemnified Parties") from and against all third party allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorneys' fees and costs) ("Claims") which arise out of or , relate to (1) death or bodily injury or (2) loss of or damage to real property or resulting from any negligent act or omission willful misconduct of the Recipient.

17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

18. **WAIVER OF BREACH.** The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

19. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

20. **DEATH OR INCAPACITY.** This agreement may be terminated with no penalties to either party in the event of death, disability, or incapacity of either party.

21. **VIOLATION.** Violation of the terms of this agreement will result in an initial warning. If not rectified within 3 days it will result in the forfeiture of the last month's worth of booking / management fees.

22. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Georgia.

23. **NOTICES.** Notices related to this agreement may be sent by USPS or by electronic mail to the address below. Either party may update their notification details by providing written notice to the other party:

If to Contractor:

If to Recipient:

24. **RIGHT TO ADD ADDENDUMS.** Addendums may be added to this contract after signing on an ad-hoc or as needed basis. These will be considered legally binding only after both parties have signed them.

25. **COUNTERPARTS** . This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

The Agreement shall be signed by _____ and by * YOUR COMPANY NAME HERE*. This Agreement is effective as of the date first above written.

RECIPIENT: _____

SIGNED: _____

RECIPIENT: _____

SIGNED: _____

CONTRACTOR:

SIGNED: _____

In this Agreement, the party who is using this contract shall be referred to as the “Purchaser,” and the party who provides the contract shall be referred to as the “Hospitality Delivered, LLC.”

Relationship of Parties - The parties in this agreement are independent contractors and nothing contained in this agreement shall be interpreted as creating any relationship other than that of independent contracting parties. The parties shall not be construed as being shareholders, partners, joint venturers, employer/employee, or agent. The Purchaser has no power or authority to bind Hospitality Delivered, LLC to any obligation, agreement, debt or liability. The Purchaser shall not present as an agent or representative of Hospitality Delivered, LLC.

Limitation Of Liability - Subject to applicable law, in no event shall Hospitality Delivered, LLC and its partners, employees, consultants, agents or licensors be liable for damages of any kind including, without limitation, any direct, special, indirect, punitive, incidental or consequential damages including, without limitation, any loss or damages in the nature of or relating to lost business, lost savings, lost data or lost profits arising from your use of, reliance upon, or inability to use this contract, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The foregoing limitation shall apply even if Hospitality Delivered, LLC knew of or ought to have known of the possibility of such damages.

Disclaimer Of Warranties - The contract is provided “as is” and “as available”, without warranty or condition of any kind, either express or implied. Hospitality Delivered, LLC expressly disclaims all warranties and conditions, including any statutory or implied warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment or non-infringement in respect to the contract, to the fullest extent permissible under applicable law. While Hospitality Delivered, LLC endeavours to provide content that is correct, accurate and timely, no representations or warranties are made regarding it. You acknowledge and agree that you are using this contract at your own risk and liability.

Release And Indemnity - The Purchaser hereby agrees to release Hospitality Delivered, LLC and their partners, employees, consultants, agents and licensors from, and in no event shall any or all of Hospitality Delivered, LLC and their partners, employees, consultants, agents or licensors be liable to you or any other person or entity, for any and all liabilities and damages (including any direct, indirect, special, exemplary or consequential damages, including lost profits) whatsoever arising from your use of the contract (including any breach by you thereof), or otherwise relating to this Agreement and you agree that your sole remedy for any claim, loss, damage, costs or expenses is to cease using it. The Purchaser will indemnify and hold harmless Hospitality Delivered, LLC and its partners, employees, consultants, agents or licensors from and against any claims, losses, judgments, damages, costs and expenses (including without limitation, reasonable legal fees) incurred by any of them due to or resulting from your use of this contract or otherwise relating to this Agreement (including any breach by you thereof). The Purchaser will also indemnify and hold harmless Hospitality Delivered, LLC and their partners, employees, consultants, agents or licensors from and against any claims brought by third parties arising out of your use of the contract or its content.

Entire Agreement and Amendments - This Agreement constitutes the entire agreement between the parties pertaining to the use of this contract. Changes to this Agreement will be communicated through email. The Purchaser may terminate their use of this contract if any modifications are deemed unacceptable. The Purchaser’s continued use of the above Contract shall be deemed as acceptance of any and all such amendments.