



## SHORT-TERM RENTAL AGREEMENT

This Property Management Agreement (“**Agreement**”) is made effective as of August 22th, 2022 (the “**Effective Date**”) between Loker Homes Property Management, a Florida Corp company (“**LOKER**”) and (Luciana Aparecida Horvath Mendes and Silva Celso Maciel Silva), a individual (“**Owner**”). Owner means the owner, any holder of legal or equitable title to the property, their heirs, successors, assigns, or agents.

LOKER is engaged in the business of renting short-term vacation rental properties, and Owner owns certain real property that is suitable for rental as a short-term and/or vacation rental property.

LOKER and Owner have agreed that LOKER will provide certain short-term rental services to Owner, all upon the terms and conditions set forth herein.

NOW, THEREFORE, THE PARTIES HERE TO AGREE AS FOLLOWS:

1. **Summary.** The following is a summary of the parties and property that is subject to this Agreement:
  - 1.1. Owner: Luciana Aparecida Horvath Mendes and Silva Celso Maciel Silva
  - 1.2. Owner address: 4840 Antrim Dr, Sarasota FL 34240
  - 1.3. Owner Telephone and Email: +1 (717) 903-2469  
analuciatrevisan@hotmail.com
  - 1.4. Property Address: 8958 Silver Pl, Kissimmee, FL, 34747
  - 1.5. Property manager: NEW LIFE INVESTMENTS USA CORP, DBA LOKER HOMES PROPERTY MANAGEMENT
  - 1.6. Property manager address: 6965 Piazza Gde Ave suite 309 Orlando FL 32811
  - 1.7. Property manager Telephone and Email: 305-833-7331;  
[property@lokerhomes.com](mailto:property@lokerhomes.com)

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## 2. Management Authority.

- 2.1. **Grant of Authority.** Owner hereby employs and grants to LOKER the exclusive right to act on behalf of Owner and provide services on owner's behalf for the above described residence available to the public for rent to third parties ("Guests"). LOKER is hereby authorized to take any or all of the following actions, when and to the extent LOKER determines the same to be in Owner's interest.
- 2.2. LOKER may advertise the property, by means and methods that LOKER determines are reasonably competitive including but not limited to creating and placing advertisements with interior and exterior photos of the Property and related information in any media, including the internet.
- 2.3. LOKER may place signs on the Property in accordance with applicable laws, regulations, ordinances, restrictions, and homeowners' associations.
- 2.4. LOKER may hire, discharge, and supervise contractors to make any and all reasonable or necessary non-emergency repairs, maintenance, or alterations to the Property; provided that LOKER shall not incur more than \$ 200.00 for any single repair, maintenance, or alteration without Owner's consent.
- 2.5. LOKER may hire contractors to make emergency repairs to the Property without regard to the expense limitations, if LOKER determines that such repairs are necessary to protect the Property or the health or safety of a Guest. In the event of an emergency, LOKER will make every attempt to contact the Owner. From time to time, LOKER and Owner may enter into short-term separate agreements subsequent to the Effective Date regarding the cost of repairs or modifications to the Property to accommodate Guests.
- 2.6. LOKER may use some of its own personal property to manage the reservations or operations of the Property. In such an event, all of such personal property will remain the property of LOKER and will be removed at the end of the term of this Agreement.
- 2.7. LOKER may hire contractors to provide cleaning, laundry services, make readies, inspections, and maintenance to the Property, as deemed necessary by LOKER. LOKER will charge the cost of such cleaning to Owner if provided by LOKER; provided that LOKER shall not incur more than the agreed upon amount referenced in section 2.4 of this agreement.

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- 2.8. LOKER may negotiate and/or lower rental rates and length of rental days to remain competitive when occupancy in the Property is lower than current market conditions dictate. Owner authorizes LOKER to use its judgment by negotiating rental rates when needed to create higher occupancy rates.
  - 2.9. LOKER may charge Guests hotel taxes, reservation fees, cancellation fees, pet fees (in homes that allow pets), cleaning fees and other fees, as LOKER determines to be appropriate and reasonable. Any such fees will be in addition to the base rental rate charged to the Guest and such fees shall be paid to LOKER and shall not be deemed part of the Net Rent (as hereinafter defined).
  - 2.10. **Relocation of Guests.** LOKER reserves the right to move any Guests to another rental home if Guests are unhappy or dissatisfied with the Property or if repairs cannot be completed in a reasonable and timely manner.
  - 2.11. **Refunds to Guests.** LOKER reserves the right to negotiate a refund with Guests in the event they are unhappy or dissatisfied with accommodations or if repairs cannot be completed in a reasonable and timely manner.
  - 2.12. **Guest Privacy.** Owner shall not enter the property during a Guest stay, unless authorized by LOKER. If Owner is entering surrounding a Guest stay, it is the responsibility of the Owner to contact LOKER to verify Guest's check in times. LOKER is not required to provide guest information such as, but not limited to, guest full name, phone number, email, residence location, payment information, etc.
3. **LOKER'S Duties.**
- 3.1. **Taxes.** LOKER shall collect all local and state hotel taxes from Guests and remit the same to the appropriate authorities.
  - 3.2. **Accounts; Monthly Statements; IRS Reporting.** LOKER shall maintain a separate accounting record of all receipts, expenditures, disbursements, and reservations regarding the Property. LOKER shall prepare statements of all Rental Receipts received in each month, based on the reservations ending in that month (the "Monthly Statement"). LOKER shall make an online statement available on or before the 7th day of the following month, and each Monthly



Statement shall be accompanied by the amount due to Owner in accordance with Section 4 below. LOKER shall prepare all IRS 1099-MISC forms each year and shall mail the same by January 31st of each year. As an example only and for further clarification, if a Guest stays at the Property from March 28 through April 4, the Monthly Statement for March will not include the Rental Receipts for the 4 nights of March 28, 29, 30, and 31. The entire reservation will be on the April Monthly Statement.

- 3.3. **Necessary Personnel.** LOKER shall provide all personnel necessary to accomplish Guest check-in and check-out, key services, bookkeeping services, collection and refund of security deposits and on-site inspections of the Property both preceding and following the occupancy by each Guest.
- 3.4. **Necessary Repairs.** LOKER shall promptly notify Owner of any needs for any necessary replacement, repairs, improvements, or maintenance that is the responsibility of Owner.
- 3.5. **Liaison.** LOKER shall act as a liaison between Owner and any Guest who is unhappy, makes a claim, or has a dispute with Owner, and LOKER shall assist in negotiating the resolution of any such claim or dispute, but shall in no way be responsible for the solution to any such claim or dispute.
- 3.6. **Compensation Due to LOKER.** LOKER shall be entitled to receive a commission in an amount equal to TWENTY ( 20 %) of all "Net Rent" (as hereinafter defined) as compensation for LOKER's services provided pursuant to this Agreement (the "Commission"). LOKER shall deduct and retain its Commission from the total rent collected from Guests. No Commission is due when the Property is occupied by Owner, Owner's family or non-paying Guests affiliated with or identified by Owner. Owner and Owner's Guests are subject to the same check-in, check-out times and procedures as Guests who rent the Property from LOKER. In the event any occupant is identified by Owner as non-paying, LOKER shall have no duties under this contract.



#### 4. Owner's Representations and Responsibilities.

- 4.1. **Representations.** Owner represents and warrants to LOKER that Owner holds right and interest to the above described Property and has full authority to enter into this Agreement, or, if there are any other owners of the Property, Owner represents that Owner has authority to enter into this Agreement on behalf of all other equitable or legal owners. This includes obtaining all necessary licenses or permits to operate legally. It is the responsibility of the Owner to provide a valid copy of all licenses or permits to LOKER. This representation shall include the right to use of all images both inside the house and on the grounds that LOKER may propose to use to advertise the property.
- 4.2. **Responsibilities.** Owner agrees as follows:
- 4.2.1. Owner shall immediately notify LOKER of any plans to list the Property for sale and shall make no commitment that shall breach any agreement with any prospective or current Guest.
  - 4.2.2. Owner shall provide a clean, safe, fit home and its contents in working and habitable condition that is satisfactory for rentals at all times.
  - 4.2.3. Owner shall notify LOKER of any changes made to the Property. Any major changes requiring new photos, per LOKER's discretion to accurately display the property for rent, the Owner shall be responsible for the photography expenses; these changes may include, but not limited to, paint color, new furniture, structural changes, landscaping, additional features, decor, etc.
  - 4.2.4. Owner will promptly comply with any notices from LOKER regarding any needs for replacement, repairs, improvements, and maintenance of the Property that are the responsibility of Owner.
  - 4.2.5. Owner shall give advance notice of any maintenance, repair or replacement that will take place at the Property, in order to assure the Property will remain unoccupied for the duration of the repairs or to enable LOKER to adjust the instructions for a Guest.
  - 4.2.6. Owner shall furnish the Property with good quality, style, and utility, including appropriate furniture in each room to accommodate the number the Property will occupy and the appropriate amenities for the

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number of occupants (dishes, kitchen utensils, pillows, blankets, bedspreads and/or comforters). LOKER has a standard set of materials and has the right to exercise aesthetic approval of the overall Property and all furnishings.

- 4.2.7. Owners shall maintain a locked cabinet (referred to as "Owner's Closet"), used primarily to store Owner's personal items that should not be accessible to Guests. This may include any bedding, linens, cleaning supplies, etc. Owner agrees to provide LOKER a duplicate key to the Owner's Closet so that the cleaning teams will have access to the Owner's Closet.
- 4.2.8. Owner shall give Guests complete occupancy of the Property once they have occupancy and shall be accorded peaceful and undisturbed possession of the Property for the duration of their rental period.
- 4.2.9. Owner shall provide LOKER with copies of any and all documents and records relating to the maintenance of the Property, including any existing service contracts.
- 4.2.10. Owner shall obtain and maintain, at Owner's sole expense, Bodily Injury, Property Damage and Personal Injury General Liability Insurance, which shall identify LOKER as an additional insured and must cover the obligations of Owner to insure and indemnify LOKER. Owner must furnish LOKER with the appropriate endorsement of all policies. Owner shall Provide LOKER with a copy of a Certificate of Insurance on the Property (showing all endorsements required herein) that will provide for a minimum of ten days' notice of cancellations or non-renewal.
- 4.2.11. Owner agrees to pay any assessments, dues, and premiums on all policies of insurance required under this Agreement and all mortgages, real property taxes, maintenance fees, and other taxes levied and assessed against Property and Owner.



## 5. Rental of Property and Rental Receipts.

- 5.1. **Check-In and Check-Out.** LOKER shall establish check-in and check-out times for the Property, and initially, LOKER shall set check-in at 4:00 pm and check-out at 10:00 am. LOKER has the authority to change these times at any time.
- 5.2. **Cleaning and Linen.** LOKER shall provide each Guest with cleaning and linen services, paid for by the cleaning fees collected from the Guest on each reservation, including (a) cleaning of the Property upon departure of each Guest, limited to ordinary housekeeping operations and excluding maintenance due to damages or wear and tear such as carpet cleaning, laundry of drapes, or the repair or replacement of property damaged or removed by a Guest; and (b) providing fresh linen service at the beginning of each occupancy under a reservation, which includes (but is not limited to) bed sheets, pillow cases, bath towels, wash cloths and kitchen towels. LOKER will provide additional maid services and linen service as requested by Guests during their occupancy, or by Owner at the beginning or during Owner's occupancy, for a special services fee to be agreed upon and paid by the party requesting the additional services.
- 5.3. **Rental Rates.** The rental rates charged each Guest for occupancy under a reservation will be set by LOKER based on rents received for comparable units available in the local vacation rental market. Rates may vary greatly due to weather, seasons, length of stay, availability, holidays, days of the week, number of occupants, etc.
- 5.4. **Owner's Rentals.** Owner may reserve the Property for Owner's use; provided, Owner shall not request the cancellation or movement of booked reservations by third parties. Owner agrees and acknowledges that Owner cannot occupy the Property during any time in which there is a booked reservation for the Property. Owner shall pay all cleaning fees at a reduced rate.
- 5.5. **Expectations of Guests.** LOKER shall ask and expect Guests to take out trash, remove food they brought in, load and start dishwasher, run disposal, turn off lights, lock and secure windows and doors, and adhere to any other

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provided instructions or rules, both written and verbal, provided before and during their stay.

- 5.6. **No Rental by Owner.** Owner shall not negotiate the rental rate or rent the Property to any third party without LOKER's prior written approval.
- 5.7. **Rental Receipts.** LOKER shall collect all rent due from a Guest for a reservation in advance of the Guest's occupancy. LOKER shall not be liable to Owner for rental proceeds which cannot be collected for any reason, including but not limited to NSF checks, credit card chargebacks, and unpaid damages.
- 5.8. **Relocation of a Guest.** In the event a Guest takes possession of the Property and is moved for any reason to another rental home managed by LOKER, the Rent Proceeds collected for the entire length of the Guest's stay in both properties shall be allocated to Owner's Property pro rata based on the number of nights the Guest stayed in the respective properties.
- 5.9. **Disputes.** In the event a dispute arises with a Guest regarding the Property, on or after taking possession and for any reason, and if the dispute is resolved by LOKER's agreement to reduce the Rent, the rent shall be the amount collected in settlement of the dispute.
- 5.10. **Net Rent.** "Net Rent" shall consist of the total rent collected from Guests on fully prepaid reservations for the Property, less taxes, cleaning fees, security deposits, credit card charges, travel or reservation agent fees incurred for reservations for the Property, or any other charges incurred by Guest for concierge or other services rendered by LOKER. From the Net Rent received for each month, LOKER shall deduct and retain its Commission; all remaining Net Rent received for such month shall be remitted to the Owner with the Monthly Statement, less any other amounts due to LOKER or others as provided for in this Agreement.
- 5.11. **Refunds of Rent.** LOKER may refund a Guest's rent and security deposit without reductions if a reasonable likelihood exists of a continuing dispute or litigation with the Guest arising for any reason, such as cancelled reservations, shortened stays, removal to other rental property.
- 5.12. **Eviction of a Guest.** In the event the collection of rent or an eviction of a Guest shall become necessary, LOKER is to incur only those administrative expenses associated with correspondence, billing notices and telephone calls. All other collection or eviction expenses are at the discretion of the

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Owner and shall be the Owner's responsibility, including attorney fees. LOKER will not incur collection or eviction expenses on behalf of Owner without Owner's prior approval.

- 5.13. **Past Due Rents.** In the event a collection agency is employed by LOKER to recover monies due from a Guest, Owner hereby authorizes payment to the agency of a collection fee based on a percentage of monies collected by the agency. Any collection fee paid will be deducted entirely from Owner's share of the rent collected. LOKER will not incur collection expenses on behalf of Owner without Owner's prior approval.
- 5.14. **No Representations.** LOKER makes no representation to Owner about the amount of rental income Owner may anticipate receiving under this Agreement. However, the rental income from reservations under this Agreement will be derived solely from the rental of the Property, there being no pooling of income or expenses with other units.
- 5.15. **Repairs to Property.** Owner may maintain a home warranty contract for the repairs to the Property, providing all repairs are accomplished before the next Guest arrives. If LOKER believes that the repair will impact the next Guest, LOKER may arrange for the repairs to be performed or managed through a contractor at a reasonable rate. Owner shall advise LOKER of any regularly scheduled maintenance for the Property (such as mowing, pool/spa maintenance, exterminating fees, etc.), and all costs for such regular maintenance will be paid directly by the Owner.
- 5.16. **Damage to Property.** In the rental process, LOKER will communicate damage charges to each Guest within fourteen (14) business days after check-out by such Guest. LOKER will charge for the cost of willful damages to the Property discovered and attributed to the Guest. LOKER will provide receipts and/or invoices to Owner for any such damages and charges. In no case will LOKER be liable to Owner for more than the amount collected from the Guest. LOKER is not responsible for normal wear and tear on Property.



## 6. Term and Termination.

- 6.1. **Term.** The term of this Agreement shall be that set forth in Section 1 above. Unless either party provides written notice of termination to the other party at least 30 days before the expiration date, this Agreement will automatically renew for successive periods of one year each. Upon termination, Owner shall honor all future bookings, and LOKER shall retain LOKER's commission and all reservation fees associated with future bookings.
- 6.2. **Termination for Breach.** Either party may terminate this Agreement upon the breach by the other party of a material term of this Agreement if the breaching party fails to cure such breach within fifteen (15) days after receiving written notice of the breach. All agreed upon fees (specified in other agreements) are due upon termination, and Owner shall reimburse LOKER for all costs incurred by LOKER relating to the Property, prorated for the term.
- 6.3. **Termination upon Sale.** In the event a Contract for Sale is entered into on the premises by the Owner and a third party within the first term of this Agreement, Owner shall pay a penalty of \$500 plus any additional costs associated with the removal of door lock.
- 6.4. **Early Termination.** Owner has the right to terminate this agreement with a 30 day written notice to LOKER. Owner will pay an Early Termination Penalty of \$1,000 if Early Termination takes place within the term of this Agreement. Owner agrees to not occupy the property during the 30 day notice for more than 7 nights.
- 6.5. **Termination by LOKER.** LOKER may terminate this contract at any time prior to the property being advertised for rent on listing sites. LOKER may also terminate this contract at any time after advertisement of the property for rent with a 30 day notice.

## 7. Miscellaneous.

- 7.1. Compliance with all federal state and local fair housing laws. Owner acknowledges that federal, state, and local laws and codes governing the property that is the subject of this agreement require Property to be shown and made available to all people without regard to race, color, religion, national origin, sex, disability of familial status. Also, additional protected classes (creed, status as a student, marital status, sex orientation or age).

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Owner shall make every effort to insure no violation of federal, state, or local law arising out of fair housing laws occurs.

- 7.2. **No Partnership or Joint Venture.** Nothing contained herein shall be construed to create a partnership or joint venture between or among parties. It is the express intention of the parties that LOKER shall be an independent contractor to Owner and that Owner shall have no right to control or direct the details of LOKER's business or activities.
- 7.3. **Entire Agreement.** As of the Effective Date, this Agreement constitutes the entire agreement between the Owner and LOKER concerning the management of the Property and supersedes and replaces all prior agreements between LOKER and Owner, if any, whether written or oral concerning the property. This Agreement shall be binding upon and shall endure to the benefit of the parties hereto and their respective successors and permitted assigns. Whenever in this Agreement a reference is made to any of the parties hereto, such reference shall be deemed to include a reference to the successors and permitted assigns of such parties.

Notice. Any notice required to be given to the owner or LOKER shall be by certified mail, fax, or express mail to the following address and/or fax number described on item 1.

**LOKER:**

A handwritten signature in black ink, appearing to read "Elton Oliveira", written over a horizontal line.

Elton Oliveira

CEO

**OWNER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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- 7.4. **Attorney's Fees.** LOKER is not authorized to practice law. Where legal assistance is needed for such matters, such as enforcing the collection of rent or eviction of a Guest, such actions will be through legal counsel. All expenses of such counsel will be the responsibility of Owner.
- 7.5. **Prevailing Party Awarded attorney's fees and costs.** The prevailing party in any action on a dispute shall be entitled to seek and recover attorney's fees and costs. This Agreement shall be governed by the laws of the State of Florida.
- 7.6. **No Assignment.** This Agreement shall not be assigned by Owner but may be assigned by LOKER provided LOKER gives written notice of such assignment to Owner.
- 7.7. **Dispute Resolution Forum.** The parties agree to first attempt to resolve any dispute arising out of this contract between Owner and LOKER informally. If the parties are unable to resolve their differences, exclusive venue for suit will be a state district court in Orange County Florida.

The laws of the State of Florida shall govern any dispute between the parties.

- 7.8. **Attorney Fees.** If any judicial remedy is necessary to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and other expenses, at trial and on appeal.
- 7.9. **Successors and Assigns.** This Agreement shall inure to the benefit of and constitute a binding obligation upon Owner and LOKER and their respective successors and assigns; provided, however, that neither party shall assign this Agreement or any of its duties hereunder, without the prior written consent of the other.
- 7.10. **Exhibits.** All Exhibits are incorporated by reference into this Agreement.
- 7.11. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to benefit any person or entity other than the parties.

This Agreement is made effective as of the Effective Date set forth above.