REVENUE SHARING AGREEMENT

This Revenue Sharing Agreement ("Agreement") is entered into as of [DATE] by and between Concap Consulting LLC, DBA, The Gentry Collection, a California limited liability company ("Management Company"), and [OWNER'S NAME], an individual ("Owner").

RECITALS

A. Owner is the owner of Unit [UNIT NUMBER], a [BEDROOM COUNT] condominium unit ("Unit") located in the KAHAL condominium development ("Property") in [CITY, STATE].

B. Management Company specializes in the management, marketing, and rental of luxury condominium units, providing comprehensive services including rental management, maintenance, cleaning, guest services, and security.

C. Owner desires to engage Management Company to manage and rent the Unit, and Management Company desires to provide such services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment of Management Company. Owner hereby appoints Management Company as the exclusive rental management company for the Unit, and Management Company hereby accepts such appointment, subject to the terms and conditions of this Agreement.

2. Services Provided by Management Company. Management Company shall provide the following services for the Unit:

a. Rental Management: Professional listing and pricing strategies across multiple platforms (e.g., Airbnb, VRBO, Expedia) to maximize occupancy and rental income.

b. Maintenance & Upkeep: Regular maintenance and emergency repairs to ensure the Unit is maintained to the highest standards.

c. Cleaning Services: High-quality cleaning services between guest stays to ensure top-notch conditions.

d. Guest Communications & Services: Handling all guest inquiries, bookings, and service requests to provide an exceptional stay experience.

e. Security: Providing a safe and secure environment for guests and property owners.

3. Revenue Sharing Model:

a. Base Revenue Split: The baseline revenue split for rental income shall be 75% to Owner and 25% to Management Company.

d. Property Improvement Fund: Up to 3% of the rental revenue may be allocated to a fund dedicated to property improvements that enhance guest satisfaction and property value. The Owner and Management Company shall establish a clear process and criteria for approving projects and expenditures from this fund.

4. Owner Usage and Blackout Dates:

a. The Owner shall have the right to block out specific dates for personal use of the Unit, subject to reasonable notice requirements.

b. The Owner must provide at least [3 months] advance notice to the Management Company for blocking out dates to avoid disrupting rental operations.

c. The Owner has the flexibility to use the Unit as much or as little as desired, provided that proper notice is given.

d. The Owner will have access to the Management Company's system or portal to submit and manage blackout date requests.

5. Furniture, Appliances, and Maintenance:

a. The Management Company will cover the cost of normal wear and tear for furniture, appliances, bedding, accessories, and other Unit components, as long as the Owner remains enrolled in the rental program and allows a minimum of [6 months] of rental usage per year.

b. If the Owner exceeds [6 months] of personal usage in a given year, the cost of repairs and maintenance within the Unit will be the Owner's responsibility, unless otherwise agreed upon by both parties.

c. The Management Company shall conduct periodic inspections and follow a maintenance schedule to ensure the Unit is kept in optimal condition for rental guests.

d. The Owner shall have the right to request and approve any major repairs, replacements, or renovations to the Unit, and the associated costs shall be allocated between the parties as mutually agreed.

6. Additional Provisions:

a. Owner's Personal Belongings: The Owner shall be responsible for storing personal belongings in designated areas during rental periods to ensure guest privacy and a consistent rental experience.

b. Insurance: The Owner shall maintain appropriate insurance coverage for the Unit, personal belongings, and potential liabilities.

c. Access to Unit: The Management Company shall have the right to access the Unit for maintenance, cleaning, and guest arrivals/departures, while respecting the Owner's privacy during personal usage periods.

d. Guest Incidents: The Management Company shall be responsible for handling guest complaints, damages, or incidents that may occur during rental periods, in consultation with the Owner when necessary.

7. Fees and Additional Services:

a. Management Fee: The Management Company's share of the revenue split, as outlined in Section 3, shall constitute the management fee for the services provided under this Agreement.

b. Additional Services: Any additional services not covered under this Agreement, such as special maintenance requests or emergency repairs, shall be subject to additional fees, which shall be clearly defined and agreed upon by the parties in advance.

8. Reporting and Transparency:

a. Performance Metrics: Management Company shall provide detailed reporting on occupancy rates, average rental rates, and other key performance metrics, along with strategic recommendations to enhance performance.

b. Financial Reporting: Management Company shall provide the Owner with quarterly financial statements detailing all income and expenses related to the Unit, including maintenance costs, cleaning fees, and management fees.

c. Real-Time Access: Management Company shall implement an online owner portal that provides Owner with real-time access to bookings, financials, and maintenance data for the Unit.

d. Communication: Management Company shall assign a dedicated account manager to Owner, who shall provide proactive updates regarding market shifts, regulatory changes, or operational enhancements, and address any inquiries or concerns within 24 hours.

9. Technology and Security:

a. Property Management Software: Management Company shall utilize advanced property management software to streamline booking, maintenance requests, and communication processes.

b. Data Security: Management Company shall implement robust security measures to protect the personal and financial information of both Owner and guests, adhering to all applicable data protection regulations.

10. Term and Termination:

a. Initial Term: This Agreement shall have an initial term of [2 years] commencing on [EFFECTIVE DATE].

b. Renewal: Upon expiration of the initial term, this Agreement shall automatically renew for successive [1 year] terms unless either party provides written notice of non-renewal at least [120 days] prior to the end of the then-current term.

c. Termination for Cause: Either party may terminate this Agreement for cause upon [90 days] written notice to the other party in the event of a material breach of this Agreement, provided that the breaching party fails to cure such breach within the notice period.

d. Early Termination by Owner: If Owner terminates this Agreement without cause after the first [12 months], Owner shall be subject to an early termination fee equal to [2 months] of the average monthly revenue generated by the Unit over the preceding [6 months]. No early termination fee shall apply if the Owner terminates without cause during the first [12 months] of the initial term.

11. Indemnification and Limitation of Liability:

a. Indemnification: Each party shall indemnify, defend, and hold harmless the other party, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the indemnifying party's breach of this Agreement or the negligent or willful misconduct of the indemnifying party or its employees or agents.

b. Limitation of Liability: Except for indemnification obligations, neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including lost profits, arising out of or related to this Agreement. However, this limitation shall not apply to

direct damages or consequential damages resulting from gross negligence or willful misconduct of a party.

12. Governing Law and Disputes:

a. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of [GOVERNING STATE].

b. Dispute Resolution: Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in accordance with the rules of the [ARBITRATION ORGANIZATION, e.g., American Arbitration Association], with the arbitration taking place at a mutually agreed location. The decision of the arbitrator shall be final and binding upon the parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(1)   Entire Agreement and Amendments:

a. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and negotiations, whether oral or written.

b. Amendments: This Agreement may be amended or modified only by a written instrument signed by both parties.

(2)   Severability:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

(3)   Counterparts:

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

IN WITNESS WHEREOF, the parties have executed this Revenue Sharing Agreement as of the date first written above.

[MANAGEMENT REPRESENTATIVE SIGNATURE]   [OWNERS SIGNATURE]

[MANAGEMENT REPRESENTATIVE NAME AND TITLE]   [PRINTED NAME]

[DATE]   [DATE]