Vacation Rental Services Agreement

PART I: SUMMARY OF SERVICE

This Vacation Rental Services Agreement ("**Agreement**") is by and between Vacasa LLC ("**Vacasa**"), a Delaware limited liability company, and *[list all legal owners]* _____ _____ ("**Owner**") to provide vacation rental services for the property located at *[address]* _____ (the "**Home**").

Owner and Vacasa agree as follows:

A. VACASA SERVICES. Owner authorizes Vacasa to provide the following services:

1. Reservations and Payments. Vacasa will process reservations and process and collect payments from guests for vacation rental stays at the Home.

2. Marketing. Vacasa will create marketing materials for the Home, which may include electronic and printed materials, descriptions, photographs, virtual tours, or other materials, and will promote the Home on Vacasa.com. To maximize exposure of the Home, Vacasa may determine appropriate third-party marketing channels (each a "**Channel**" and collectively, the "**Channels**") and market the Home on such Channels.

3. Price Management. Vacasa will determine rental rates based on property and market characteristics and demand.

4. Cleaning Services. Vacasa will set and collect a cleaning fee from guests. Vacasa shall furnish housekeeping services; basic light bulbs; and at the beginning of each rental stay, guest supplies including bath tissue, soap, paper towels, dishwashing detergent, and garbage bags.

5. Lodging and Sales Taxes. Unless otherwise specified in writing or required by law, Vacasa (or, if applicable, a Channel) will collect applicable taxes from guests, file sales and lodging tax returns, and make all sales and lodging tax payments on Owner's behalf.

6. Guest Relations. Vacasa will take actions it deems appropriate to manage guest relations, including communicating with guests, managing guest check-in and check-out, addressing guest issues that arise during or after a rental stay, and managing guest reviews.

7. Maintenance and Repairs. Owner authorizes Vacasa to perform or arrange on Owner's behalf and at Owner's expense ordinary maintenance, repairs, and services for the Home. Unless specifically authorized by Owner or an Emergency Repair, the expense to be incurred for a single item of repair or alteration shall not exceed $100.00.

8. Statements. Each month, Vacasa will send Owner an account statement, or will make an account statement available through an owner portal. Owner agrees to carefully review all account statements upon receipt, and to notify Vacasa of any presumed errors in or questions about a statement by the last day of the month in which the statement is sent.

B. OWNER RIGHTS AND OBLIGATIONS.

1. Owner Use. Owner has the right to use the Home so long as Owner reserves the dates of use in advance with Vacasa on Vacasa's owner portal. Owner may not schedule an Owner stay for any period for which an Existing Reservation is in place. Owner stays are subject to Vacasa's standard check-in and checkout times for the Home. Unless the parties agree otherwise in writing or Owner specifies otherwise in the owner portal, Vacasa shall clean the Home after each Owner stay and charge to Owner the then-current cleaning fee for the Home as shown on the owner portal.

2. Utilities and Services. Owner shall furnish at Owner's expense all appropriate utilities for the Home, including but not limited to gas, electric, sewer, water, cable, internet, trash removal, and pest or termite control as needed. Owner is advised to lock or disable any pay-per-use services, such as long-distance telephone service or pay-per-view cable television, to prevent guests from incurring charges.

3. Furnishings. Owner shall furnish the Home with suitable equipment, appliances, furniture, and furnishings necessary for rental occupancy. Vacasa will provide Owner with a list of all required items. If Owner fails to provide any required items for the Home, Vacasa may purchase any missing items at Owner's expense.

4. Sale of Home. To ensure that reservations are honored and that guest stays are not interrupted, Owner shall secure written authorization from Vacasa prior to listing the Home for sale if there are any Existing Reservations for stays on or after the listing date, and shall notify Vacasa that the Home is listed for sale as soon as reasonably practicable after the listing. All showings of the Home must be coordinated in advance through Vacasa and to the extent reasonable must be scheduled during periods when the Home is not occupied by a rental guest. If Owner sells the Home, Owner agrees to sell the Home subject to the terms of this Agreement and subject to all Existing Reservations in place on the date of closing.

5. Liability Insurance. Owner shall either (a) participate in Vacasa's Accommodations Protection Program, or (ii) maintain Minimum Required Coverage and opt-out of the Accommodations

Protection Program. Terms and conditions of this program are set out in the Insurance Addendum.

C. MANAGEMENT FEE; PAYMENT OF RENTAL PROCEEDS.

1. Management Fee. Vacasa's Management Fee shall be _____% of the Rental Proceeds ("**Management Fee**").

2. Payment of Rental Proceeds. Vacasa shall pay Owner all Rental Proceeds as defined herein, less the Management Fee and any expenses incurred on Owner's behalf pursuant to this Agreement ("**Owner Payment**"). Vacasa shall mail, or initiate payment by direct deposit of, the Owner Payment by the 10th of each month (or, if the 10th falls on a weekend or holiday, the following business day) for rentals with a checkout date during the previous month.

3. Performance Guarantee. Subject to the terms and conditions in the Performance Guarantee Addendum, the Home is eligible for a performance guarantee if the Home has been used as a short-term vacation rental for at least twelve months prior to the Effective Date.

D. EXCLUSIVITY. Owner shall not rent the Home to others or contract with any third party for rental services or marketing during the Term without Vacasa's express written permission. Any Owner advertisement of the Home as a rental shall direct prospective renters to Vacasa.

E. TERM; TERMINATION.

1. Term. This Agreement shall become effective as of the Effective Date and shall continue in effect until the Effective Termination Date (the **"Term**."). The "**Effective Date**" of this Agreement shall be the date of the latest signature or electronic acceptance of the terms of this Agreement.

2. Termination. Either party may give advance written "**Notice of Termination**" to the other party at any time. Following Notice of Termination, the "**Effective Termination Date**" shall be the checkout date of the last Existing Reservation that is in place as of the date Notice of Termination is delivered, or any other date Owner and Vacasa mutually agree on.

ADDITIONAL TERMS AND CONDITIONS FOLLOW AFTER SIGNATURE BLOCK

OWNER (Check Box if LLC/Corp or Trust) ☐

Signature: _____

Print Name: _____

Title (if signing on behalf of an entity): _____

Email: _____

Mailing Address: _____

_____

Phone Number: _____

Date: _____

ADDITIONAL OWNER (IF APPLICABLE)

Signature: _____

Print Name: _____

Email: _____

VACASA

Signature: _____

Print Name: _____

Title: _____

Date: _____

PO Box 10130
Portland, OR 97209
(503)345-9399
info@vacasa.com

PART II: GENERAL TERMS AND CONDITIONS

A. OWNER REPRESENTATIONS AND ADDITIONAL RIGHTS AND OBLIGATIONS.

1. Multiple Owners. If there are multiple owners, the term "Owner" shall apply collectively and individually to each owner, and the obligations of each owner under this Agreement are joint and several.

2. Representations and Warranties. Owner represents and warrants that: (1) Owner is the lawful owner of the Home; (2) Owner has full authority to enter into this Agreement, and if Owner is a legal entity, that the person signing on the entity's behalf is fully authorized to bind the entity; (3) Owner's execution of this Agreement does not conflict with any contractual or legal obligation of Owner to a third party; (4) the physical condition of the Home, including any special features or amenities, is suitable and safe for use as a vacation rental and in compliance with applicable local building, health, and other codes or regulatory requirements; and (5) use of the Home as a vacation rental is not prohibited by any applicable law, regulation, deed restriction, or homeowners' association bylaw or rule. These representations and warranties are continuing. In the event that any of the foregoing representations or warranties is no longer true or correct, Owner will immediately notify Vacasa in writing.

3. Rights and Obligations of Ownership. Nothing in this Agreement changes Owner's title to, or general rights and obligations of ownership in, the Home. Except as expressly provided in this Agreement, Owner is and shall at all times remain fully responsible for all physical, legal, and financial matters pertaining to the Home whether it is rented or not, including responsibility for: the cost of all repairs, maintenance, and replacement of any and all furnishings, fixtures and equipment necessary to maintain the Home in a suitable condition for rental occupancy; financial matters associated with ownership of the Home; and ensuring that the Home is in compliance with applicable law, and regulation, deed restriction, or homeowners' association bylaw or rule.

4. Guest Privacy. To ensure guest privacy, Owner shall not enter the Home or any immediately adjacent land or associated structures, or to permit any other person to do so, without (1) reserving an Owner stay with Vacasa covering the period of access or (2) checking with Vacasa prior to entry. Owner shall not place any camera in the interior of the Home or in any portion of the property except in an exterior area that is visible from off the premises, such as a front porch. Owner is not entitled to any guest-identifying information that may be provided to or accessible by Vacasa, including without limitation full guest names, contact details, or payment information. As between Owner and Vacasa, Vacasa shall have the sole and exclusive right to such guest information.

5. Change of Address. To ensure Vacasa is able to reach Owner if necessary and make timely Owner Payments, Owner shall notify Vacasa via the owner portal of any change in Owner's mailing address, telephone number, email address, or direct deposit information. Vacasa shall not be liable for its failure to contact Owner or make Owner Payments when required under this Agreement if Owner has not updated Owner's contact information.

6. Compliance with Law; Licenses and Permits. Owner agrees to abide by all applicable laws, regulations, deed restrictions, association rules, and licensing and permitting requirements applicable to use the Home as a vacation rental. Owner is responsible for obtaining and maintaining any applicable license or permit for the use of the Home as a vacation rental and for payment of all associated fees. Where permitted by law, Vacasa may, but is not required to, act on Owner's behalf to obtain or renew a license or permit for the Home.

7. Existing Reservations. Owner acknowledges that guest satisfaction is a priority for Vacasa, and that the inability to honor reservations is a significant source of guest dissatisfaction, poor reviews, and demands for compensation. Accordingly, Owner agrees to honor all Existing Reservations with a checkout date prior to the Effective Termination Date. "**Existing Reservations**" are reservations for which Vacasa has received a monetary deposit. If Owner fails or refuses to honor Existing Reservations for any reason, then Owner will be responsible for liquidated damages in the amount of the total nightly rent for the dishonored reservations. Owner shall not, however, be responsible for damages for failure to honor Existing Reservations where such failure is due to factors beyond the Owner's reasonable control, such as flooding, fire, or the occurrence of a natural disaster or a mandatory evacuation order. If Owner makes an insurance or other third-party compensation claim that leads to recovery of lost rental income on displaced reservations, Owner shall notify Vacasa of such recovery in writing, and Owner will pay or cause to be paid to Vacasa an amount equal to the Management Fee that Vacasa would have received on the lost rental income payment.

B. VACASA RIGHTS AND OBLIGATIONS.

1. Guest Fees and Services. In addition to a cleaning fee, Vacasa may charge guests and retain additional fixed or variable fees, such as a booking fee, pet fee, hot tub fee, late check out fee, fees for specific services such as concierge service, or other fees. Vacasa may further collect applicable fees such as resort fees or parking fees from guests on behalf of third parties and remit such fees directly to the third parties.

2. Channel Marketing. A Channel may act as merchant of record for certain transactions reserved through the Channel. Owner acknowledges that certain Channels may charge guest fees that will be retained by the Channel (and that will not be shared with Vacasa or Owner). Owner further acknowledges that the presentation of the Home, including but not limited to the breakdown of the total cost of stay as displayed to the end user during checkout, may vary among Channels; and that due to limitations on the ability to present specific line items on some Channels the amount reflected as “rent” on a Channel might include fees, taxes, or other amounts that are not “Rental Proceeds” as defined in this agreement.

3. Guest Refunds. Vacasa may issue full or partial refunds to guests to address guest dissatisfaction where reasonable to do so.

4. Optional Start Date for Services. If the start date for services under this Agreement is later than the Effective Date, Vacasa will perform the services listed in this Agreement beginning on the date the Home goes live on vacasa.com, or on such other date as Vacasa and Owner may agree in writing (provided that Vacasa may prepare to perform such services beginning on the Effective Date).

5. Out-Of-Order Status. Vacasa may place the Home in "out-of-order" status at any time, for any cause that Vacasa in its sole discretion believes could materially affect the quality or safety of a guest's stay. In no event will Vacasa be liable for any losses to Owner related to the Home being placed in "out-of-order" status.

6. Emergency Repair. A repair is an "**Emergency Repair**" if Vacasa in its sole discretion deems the repair to be necessary either to (1) protect the Home or its contents from damage or destruction or (2) return the Home to rentable condition during or in advance of a guest stay. To the extent reasonable under the circumstances, Vacasa will attempt to contact Owner prior to incurring expenses for an Emergency Repair.

C. DEFINITION OF RENTAL PROCEEDS. For purposes of this Agreement, "**Rental Proceeds**" means:

1. Rental Proceeds for Vacasa Bookings. For reservations booked on the vacasa.com website or by phone through Vacasa reservation agents, the "**Rental Proceeds**" for each reservation shall be the total rent paid for the period during which the Home was occupied pursuant to the reservation.

2. Rental Proceeds for Channel Bookings. For reservations booked through a Channel, the "**Rental Proceeds**" for each reservation shall be the total rent paid for the period during which the Home was occupied pursuant to the reservation, less fees, charges, or commissions imposed by the Channel, if any.

3. Rental Proceeds Limited to Rent. For purposes of clarity, Rental Proceeds do not include lodging, sales, or other applicable taxes, cleaning fees, other guest or third-party fees, or any other fixed or variable charges, fees or amounts other than rent, except as the parties may agree in writing.

D. CHANGE IN LAW. If any state, county, city or other government or association statute, rule, or regulation prohibits the use of the Home as a vacation rental as contemplated by this Agreement or makes such use economically prohibitive, then Vacasa may terminate this Agreement immediately and neither party shall be obligated to honor Existing Reservations.

E. INDEMNIFICATION. Owner shall indemnify, defend, and hold harmless Vacasa, its affiliates, successors and assigns, and each of their respective officers, directors, employees, owners, and agents (each a "**Vacasa Party"** and collectively, the "**Vacasa Parties**") for, from, and against any and all claims, suits, demands, actions or other proceedings, and any and all losses, liabilities, damages, costs or expenses of any kind (specifically including, without limitation, reasonable legal and accounting fees) (collectively "**Claims**"), arising from or relating to property damage or injury to persons (including death) by reason of any cause whatsoever either (1) occurring in or about the Home or (2) resulting from actions taken under the express or implied direction of Owner. Notwithstanding the foregoing obligation, Owner is not required to indemnify, defend, or hold harmless any Vacasa Party with respect to any Claims solely and directly caused by the Vacasa Party's gross negligence, intentional misconduct, or fraud.

F. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE SHALL ANY VACASA PARTY BE LIABLE TO OWNER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS), OR FOR ANY OTHER DAMAGES THAT ARE NOT DIRECT ECONOMIC DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF ANY VACASA PARTY HAS BEEN ADVISED OF OR OTHERWISE HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE VACASA PARTIES' LIABILITY TO OWNER FOR BREACH OF CONTRACT OR NEGLIGENCE, SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL MANAGEMENT FEE RECEIVED BY VACASA UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

G. MISCELLANEOUS.

1. Governing Law. This Agreement will be construed in accordance with and governed by the substantive law of the state in which the Home is located, without regard to that state's conflict of law rules.

2. Dispute Resolution. The parties agree to resolve any dispute arising out of or relating in any way to this Agreement as follows:

a. *Mediation.* If the dispute is not settled by negotiation, the parties agree first to try to settle the dispute by mediation within 30 days of either party providing written notice of the dispute, such mediation to be administered by the American Arbitration Association ("**AAA**") under its Commercial Mediation procedures. In the event the parties are unable to agree on a mediator, AAA shall appoint a mediator.

b. *Arbitration.* If mediation is unsuccessful, the dispute will be resolved by binding arbitration rather than in court, such arbitration to be conducted by the AAA under its Commercial Arbitration Rules before a single, independent arbitrator. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. To begin an arbitration, a party must send a letter to the other party requesting arbitration and describing the claim. If Vacasa requests arbitration, it will send the letter to Owner's most recent address in Vacasa's records. If Owner requests arbitration, it will send the letter to Vacasa's registered agent in the state in which the Home is located.

c. *Place of Mediation or Arbitration.* The mediation or arbitration shall take place in the county in which the Home is

located, or in such other location as Vacasa and Owner may mutually agree.

d. *Exceptions to Mediation and Arbitration Requirement.* As the only exception to the agreement to submit all disputes to mediation and binding arbitration as provided herein, Vacasa and Owner both retain the right to pursue: (1) in small claims court in the county in which the Home is located any claim that is within that court's jurisdiction, and the parties consent to the personal jurisdiction and venue of such court; and (2) a suit in any court with jurisdiction to enjoin (whether by temporary, preliminary, or permanent injunctive relief) infringement or other misuse of intellectual property rights.

e. *Class Action and Jury Trial Waiver.* THE PARTIES AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL.

3. Assignment. Either party may assign this Agreement or any of its rights or delegate any of its duties or other interests in this Agreement at any time without the other party's consent.

4. Signatures. A signature delivered by facsimile or electronic means, a digital signature, or an electronic manifestation of assent (such as clicking a box to agree) shall have the same force and effect as an original signature. This Agreement may be executed in one or more counterparts or in different formats, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

5. Headings and Footers for Convenience Only; Interpretation. Headings, captions, and the content of headers and footers in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. In interpreting this Agreement or any part of it, no rule of construction shall apply to the disadvantage of any party on the basis that the party prepared this Agreement or any part of it.

6. Severability. If any portion of this Agreement is held invalid in any jurisdiction: (1) such holding shall not affect the validity of that portion in any other jurisdiction; (2) the validity of the remaining portions shall not be affected; and (3) to the greatest extent reasonable and possible, the intent of the parties hereto with respect to their rights and obligations under this Agreement (including with reference to the parts deemed invalid) will be given full effect.

7. Waiver. Any failure by Vacasa to enforce any provision of these terms shall not be construed as a waiver of future enforcement of that provision or of any of Vacasa's rights and privileges under this Agreement.

8. Amendments. This Agreement may be amended as follows:

a. *Amendment by Mutual Assent.* This Agreement may be amended at any time upon the mutual assent of the parties. Any amendment by mutual assent must be in writing (including by electronic mail), must be signed or assented to by a Vacasa representative at the regional director level (or equivalent) or higher, and must identify the provisions of this Agreement that are to be amended.

b. *Amendment by Notice and Acceptance.* Vacasa may send Owner a proposed amendment to this Agreement, or a proposed fully restated agreement. Vacasa will send any proposed amendment or restated agreement by mail or electronic mail to Owner's last known address provided to Vacasa in the owner portal, or will make the proposed amendment or restated agreement available for Owner's review in the owner portal. Any proposed amendment will be deemed accepted and will be incorporated into this Agreement, and any restated agreement will replace this Agreement, effective on the 31st day after Vacasa transmits the proposed amendment or restated agreement to Owner, unless Owner notifies Vacasa in writing before the date the amendment or restated agreement becomes effective that Owner objects, in which event the proposed amendment or restated agreement shall not become effective. An objection to parts of a proposed amendment or restated agreement will be treated as an objection to the entirety of the proposed amendment or restated agreement.

9. Intellectual Property. All photographs, text, and other marketing materials Vacasa creates pursuant to this Agreement (and all copyrights and other intellectual property rights therein) are and shall at all times shall remain the sole and exclusive property of Vacasa. If Owner holds the copyright or other intellectual property right in any marketing materials for the Home, Owner grants Vacasa a limited license for the term of this Agreement to use such materials for the purpose of performing the vacation rental services hereunder.

10. Survival of Terms. Part II sections A(7) (Existing Reservations), E (Indemnification), F (Limitation of Liability), G(1) (Governing Law) and G(2) (Dispute Resolution), and all other terms that by their nature should logically survive termination of this Agreement, shall continue in force and effect after termination.

11. Entire Agreement. This Agreement, including any contemporaneously executed addenda, constitutes the entire agreement of the parties hereto and supersedes all prior and contemporaneous communications, understandings, agreements, representations, and warranties, whether oral or written, relating to the subject matter hereof.

INSURANCE ADDENDUM

Vacasa shall enroll Owner in its Accommodations Protection Program (the "**Program**") unless Owner opts out as provided in Section 3 ("Opting Out") of this Insurance Addendum.

1. Program Coverage. The Program covers Owner and Vacasa for liability arising from bodily injury or property damage suffered by a guest or a guest's invitees at the Home, up to $1 million per occurrence. The Program also covers guest-caused damage to the Home, up to $1 million per occurrence, or to its contents, up to $10,000 per occurrence. The Program coverage applies only to covered incidents that occur during the rental period for each rental stay for the Home that is booked through Vacasa. The Program does not cover stays at Home by Owner, Owner family members, or any other Owner licensees or invitees, or for any damage or injury that occurs outside the rental period for a Vacasa-booked stay at the Home. The Program is administered by a third-party insurer ("**Insurer"**) and does not replace homeowners' insurance coverage. Program coverage is subject to the Insurer's policy terms and Program rules in effect at the time of any occurrence. A complete set of current Program rules, including coverage limitations and exclusions, is available from Vacasa upon request.

2. Program Cost. Vacasa will deduct $8.54 per night (the "**Program Charge**") from the Rental Proceeds payable to Owner for each completed rental stay at the Home that is booked through Vacasa. Vacasa may adjust the Program Charge provided that Vacasa will use commercially reasonable efforts to notify Owner of any increase in the Program Charge at least 30 days in advance of the date such increase will take effect.

3. Opting Out. Owner may opt out of the Program at any time by submitting to Vacasa both: (1) a completed opt-out request on a form provided by Vacasa for that purpose; and (2) a copy of a certificate of insurance certifying that Owner has obtained Minimum Required Coverage for the Home and that such coverage is in full force and effect. The "**Minimum Required Coverage"** is a liability insurance policy (a) with coverage of at least $500,000 per each occurrence for bodily injury and property damage, (b) that is either a commercial general liability policy or a policy that otherwise covers transient rental use of the Home, and (c) that either names "Vacasa LLC" as an additional insured or that includes Vacasa LLC within the definition of a named insured. Owner's opt-out shall only be effective on the date Vacasa actually receives the completed opt-out request and the certificate of insurance evidencing the Minimum Required Coverage or the date the Minimum Required Coverage becomes effective, whichever occurs last. An opt-out shall apply to each rental stay at the Home with a check-in date after the date the opt-out becomes effective. If Owner opts out of the Program, Owner agrees that its insurance policies will be primary over other valid and collectible insurance for all occurrences and incidents that happen in or about the Home. Owner authorizes Vacasa to provide copies of the insurance certificate or other insurance information to third parties upon reasonable demand. Owner is responsible for confirming that their insurance is adequate to protect their interests, and the receipt by Vacasa of any certificate of insurance or processing of an opt-out request does not constitute agreement by Vacasa that policies indicated on the certificate comply with the Minimum Required Coverage or offer adequate protection to Owner in the event of a loss. Owner agrees to notify Vacasa immediately of any lapse in or change to the Minimum Required Coverage. In the event Vacasa becomes aware of a coverage lapse, Vacasa may unilaterally opt Owner in to the Program until such time as the Minimum Required Coverage for the Home is reinstated.

4. Termination of Program. In the event that either Vacasa or Insurer terminates its participation in the Program, Vacasa shall notify Owner of the date of termination as soon as reasonably practicable, and to avoid any lapse in coverage, Owner agrees to obtain Minimum Required Coverage for the Home and to provide a certificate of insurance to Vacasa as described in Section 3 ("Opting Out") of this Addendum on or before the date the Program terminates.

PERFORMANCE GUARANTEE ADDENDUM

The following terms and conditions apply to any performance guarantee for which the Home is eligible. Except pursuant to the terms of a valid performance guarantee, Vacasa makes no representations or warranties concerning occupancy levels or the amount of income Owner will receive for rental of the Home.

1. Definitions for Guarantee. The "**Guarantee Period**" starts with the first night the Home is rented by Vacasa and extends twelve months thereafter. The "**Prior Period**" consists of the same dates as the Guarantee Period, but for the immediately prior twelve-month period. "**Net Rental Proceeds**" are Rental Proceeds received by the Owner for rental of the Home as a vacation rental, less management fees and any other fees for services or items that are covered by Vacasa's Management Fee.

a. Self-Managed Guarantee. If Owner self-managed the Home for all or part of the Prior Period, Vacasa guarantees that Net Rental Proceeds for the Guarantee Period will equal or exceed the Net Rental Proceeds for the Prior Period, or Vacasa will pay Owner the difference, up to the full amount of the Management Fee collected during the Guarantee Period.

b. Professionally Managed Guarantee. If the Home was managed by a professional property manager throughout the Prior Period and the Prior Period Net Rental Proceeds exceeded $20,000, Vacasa guarantees that Net Rental Proceeds for the Guarantee Period will exceed the Net Rental Proceeds for the Prior Period by a minimum of $5,000, or Vacasa will pay Owner the difference, up to the full amount of the Management Fee collected during the Guarantee Period.

2. Exclusions from Prior Period Rental Proceeds. Rental Proceeds for the Prior Period shall not include amounts received (a) for rentals of 28 nights or longer, (b) for rentals prohibited by any applicable law, ordinance, association rule, or deed restriction in effect as of the Effective Date (including but not limited to rentals in violation of minimum stay or maximum occupancy requirements), or (c) from Vacasa, if the Home was previously under Vacasa management.

3. Documentation. To be eligible for this guarantee, Owner must send documentation of Net Rental Proceeds for the Home for the Prior Period to guarantee@vacasa.com within 30 days of the later of the Effective Date or the Start Date. Documentation of Net Rental Proceeds must include Reservation-Level Data for every reservation during the Prior Period that Owner wishes to count toward the guarantee amount. "**Reservation Level Data**" shall include the check-in and check-out dates, the total rent collected for the dates of stay, the total fees collected for those dates (including cleaning fees), the total taxes collected for those dates, the total number of guests, the booking date (if available) and whether or not a pet was included on the reservation. Vacasa will send Owner confirmation of receipt and, provided the documentation is sufficient, confirmation of the amount of the guarantee within five business days of receipt.

4. Effect of Unavailability and Owner Use on Rental Proceeds.

a. *Imputed Rent for Unavailable Dates.* Any dates during which the Home is unavailable to be rented by Vacasa (including without limitation dates of Owner usage, except as otherwise provided in Section 4(b) of this Performance Guarantee Addendum) will be treated for purposes of calculating the guarantee as though the Home had been rented by Vacasa for those dates at the rate advertised by Vacasa at the time the dates were made unavailable, and such imputed rent will be credited towards the Rental Proceeds for the Guarantee Period. Owner holds cancelled less than 30 days prior to the first night of the hold will be treated as if the owner usage had actually occurred.

b. *Exception to Imputed Rent.* Imputed rent for owner usage shall not apply to Owner use that occurs during approximately the same period of time during the Guarantee Period as compared to the Prior Period, with specific regard to whether the past or proposed owner usage includes a holiday, weekend, or special event. For owner use during the Guarantee Period to qualify as an exception to imputed rent, Owner must submit the dates of owner use during the Prior Period to Vacasa with the required documentation of Net Rental Proceeds within 30 days after executing this Agreement.

5. Additional Guarantee Conditions. During the Guarantee Period, Owner must allow Vacasa to control rental rates, minimum stays, housekeeping costs, and cleaning fees. Any amenities that materially affect the desirability of, or rental rates for, the Home must remain in place and in working order during the entire Guarantee Period. A performance guarantee is not transferable by Owner, including upon sale or other disposition of the Home, without Vacasa's prior approval of the transfer in writing.