

SERVICE AGREEMENT - OCEAN VACATIONS INC

Property Address: _____,

I/We, _____ (“Owner”), as rightful and lawful owner of See *Exhibit “A” attached* (“Property”) (*additional properties are listed above or on Exhibit “A” attached hereto*) hereby retain and employ Ocean Vacations Inc. to provide services described herein to the Property and for our benefit.

Term - This Agreement will be effective on _____

Owner may terminate this Agreement upon one hundred twenty (120) days written notice, without cause. Owner understands and agrees this period is intended to cover pre-bookings and obligations concerning the Property. Work in progress shall continue until completed.

Company may terminate this Agreement upon sixty (60) days written notice, without cause. Company may terminate this Agreement within ten (10) business days from notice to Owner of non-payment of an invoice when due.

If terminating at the Termination Date, Owner will notify the Company in writing ninety (90) days prior to the Termination Date. If Termination Notice is not delivered, the agreement will be automatically renewed for twelve (12) months.

Company shall be compensated upon the normal rates and terms throughout the term of the Agreement. Owner shall be responsible for any *Cancellation Fees for Platforms* used by Company to promote, advertise, rent, or any other use beneficial to the Owner or the Property.

Commissions/Compensation – Company shall be entitled to a commission from the Owner or as rental hold back in the amount of _____ of the gross revenues generated by the Property.

Inspection - Owner shall be responsible to inspect the Property a minimum of once per year to determine no safety issues presenting a risk to tenants, guests or the general public. Owner shall be responsible to repair all safety issues discovered by the inspection or known by the Owner through any other means.

Services - I/We authorize Ocean Vacations full access to the property to provide services for maintenance, repair, and upkeep (“Services”). Ocean Vacations shall be allowed to coordinate, supervise, inspect and approve or reject Services provided. In addition, Ocean Vacations shall be authorized to track, list and update the Property through online advertising, programming and social media.

Liability Insurance and Hold Harmless - Owner shall maintain, at all times during the term of this Agreement, and shall keep in force for the benefit of the Owner, the Company, invitees, guests, employees and agents of the Company, third-party service providers, their

employees and agents, and the general public, liability insurance against claims for personal injury, death or property damage occurring in, on or about the Premises of the Property and any appurtenances thereto.

Owner shall provide a copy of the Insurance Declarations Page or Policy to the Company or its authorized Agent within ten (10) business days from the effective date of this Agreement.

Owner shall notify and request to add Company as a loss payee or additional insured to any Liability Insurance Policies held by it covering the Property, subject to this Agreement.

Owner shall HOLD the Company HARMLESS for any injury, death or property damage occurring in, on or about the Premises of the Property and any appurtenances thereto. Owner and Company agree, however, that Owner shall have no duty to defend, hold harmless, and/or indemnify the Company for any claims of bodily injury, death and/or property damage to Company's agents, employees, contractors, and/or subcontractors arising from the performance of any work or services at the Property.

Business License(s) and Taxes - Owner shall be responsible for obtaining a business license from the appropriate governmental authority having jurisdiction over the Owner's Property. Owner shall be solely responsible for any and all taxes and/or fees, including but not limited to, federal, state or local taxes, real, personal, business and/or hospitality taxes/fees.

Owner shall provide a copy of its Business License to the Company within ten (10) business days from the effective date of this Agreement, whichever is later. the effective date of this Agreement.

Authorization - Ocean Vacations strives to seek Owner's pre-approval for services to be provided, however, in the event that the Owner cannot be reached, I/We authorize Ocean Vacations to utilize, in its sole discretion, employees and independent contractors to provide Services. Ocean Vacations is authorized to contract with independent contractors up to [REDACTED] for Services without further approval from me/us.

If the cost of Services is expected to exceed [REDACTED] I/we will receive notice and a request to approve or deny such Services. Ocean Vacations may rely on texts, emails or any other written authorization by me/us to exceed the cost limitation.

Fees - Each month's earned fees shall be invoiced and paid by the 5th of the next month. Fees not paid by the 10th of the month shall incur a late fee and interest shall accrue on any balance due at the rate of eighteen (18%) percent per annum. In the event litigation is required to collect any outstanding balance, reasonable attorney's fees and costs shall be paid by Owner.

Force Majeure - Any delays in performance of any obligation of Ocean Vacations under this Agreement shall be excused to the extent that such delay(s) are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, government regulations, riots, adverse weather, and other similar causes not within the control of Ocean Vacations, and any time periods required for performance shall be extended accordingly.

Entire Agreement - Parties consent that this Agreement expresses the entire agreement between the Parties, that there are no other agreements, oral or otherwise, modifying the terms

and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

Mediation Clause - Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The Parties agree to mediate any dispute prior to the filing of a judicial action.

Governing Law - This agreement shall be interpreted and construed in accordance with the laws of the State of South Carolina. Venue shall be proper in the County and State where the property is situated, including venue for Mediation.

WHEREFORE, the Parties have executed this Service Agreement or caused the same to be executed by their authorized representative.

In the event the owner sells, transfers, or withdraws the property from the vacation rental program, any existing reservations on the property calendar must be honored. If cancellation fees are charged by the booking channels and are not waived, the owner will be responsible for covering those fees. The owner is also responsible for reimbursing Ocean Vacations in the event a guest is refunded due to property damage, mechanical breakdown or failure, or unavailable amenities.

Ocean Vacations Responsibilities: List and advertise the property, Manage inquiries and reservations
Coordinate cleaning and laundry, Coordinate maintenance, Replace batteries as needed, Replace HVAC filters as needed

Optional Services:

Coordinate pool cleaning

Fall to Spring once per week \$150 per month, Spring to Fall twice per week \$250 per month

Coordinate pest control \$45 per month

Coordinate basic landscaping \$40 to \$60 per visit depending on yard size

Optional Services: Pool (Y / N) Pest Control (Y / N) Landscaping (Y / N)

Owner Responsibilities:

Pay for the cost of a smart lock compatible with the automated system that generates a unique access code for each guest, **unless the property is already equipped with a compatible smart lock that can be used by our system.**

Pay for the cost of pillows and bed comforters if replacements are required

Pay for the **initial** purchase of three sets of linens per bed and 3 sets towels per guest

Ocean Vacations will wash and replace linens and towels after the initial purchase

Pay the cleaning fee for personal use of the property or for stays by the owner's guests

Responsibilities

Description	Owner	Ocean Vacations
Utilities	X	--
Insurance	X	--
HOA	X	--
Trash	X	--
Smart Lock	X	--
Linens (Initial purchase only)	X	--
Comforters/Pillows	X	--
Repairs/Maintenance	X	--
Owner's Business License	X	--
Private pool cleaning	X	-
Pest Control	X	-
Landscaping	X	-
HVAC filters	--	X
Batteries	--	X
Light Bulbs	--	X

IN WITNESS WHEREOF, the parties hereto have subscribed their names on this [redacted] day of [redacted], 20 [redacted].

[redacted]

Owner

[redacted]

Ocean Vacations

DIRECT DEBIT AUTHORIZATION AGREEMENT

I hereby authorize _____, hereafter called COMPANY, to initiate debit entries (and/or any subsequent correction entries) to my

_____ Checking Account _____ Savings Account

located at the financial institution indicated below:

Financial Institution _____
Routing Number _____ Account Number _____
(Attach a voided CHECK to authorization)

Amount (or how amount is determined): _____

Frequency (Weekly, Monthly, etc.): _____ Start Date (if recurring) : _____

Date of Debit (s) : _____

If the debit is recurring and the date of the debit falls on a non-banking day, the debit will hit your account on the next banking day and will not hit your account prior to the authorized date.

I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

This authorization will remain in full force and effect until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY a reasonable opportunity to act on it.

Signature _____

Printed Name _____

Date _____

Termination of This Agreement: You may cancel this agreement by giving us written notice.

Your notice will be effective _____ (____) days after we receive it.

Effective _____ (date) the undersigned cancels this debit authorization agreement.

Signed _____