

Great Dwellings - Host Services Agreement

**Last modified: March 1, 2016**

This Agreement is entered into between you (the “**Host**”, “**you**” or “**your**”) and Great Dwellings Inc., a District of Columbia corporation (“**Great Dwellings**”, “**we**”, “**us**” or “**our**”), under which Great Dwellings will provide certain services to you with respect to the listing and rental of your Accommodation.

By accepting the terms hereof, you acknowledge that you have read, understand and agree to comply with and be bound by Great Dwellings’ Terms of Service (the “**Terms**”), as published from time to time at [WWW.GREATDWELLINGS.COM](http://WWW.GREATDWELLINGS.COM), into which this Agreement is incorporated. Capitalized terms used in this Agreement but not defined herein have the meanings assigned to them in the Terms.

As set forth in the Terms, Great Dwellings reserves the right, at its sole discretion, to modify, discontinue or terminate any Host Services, at any time and without prior notice. If we modify the Host Services or this Agreement, we will post the modification on the Site or provide you with notice of the modification. We will also update the “Last modified” date at the top of this Agreement. By continuing to use Host Services after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified terms of this Agreement. If the modified terms of this Agreement are not acceptable to you, your only recourse is to cease using the Site and Host Services.

### **Great Dwellings Host Services**

The following services (“**Host Services**”) will be provided by Great Dwellings to a Host that registers on the Site:

1. **Listing Assistance.** Great Dwellings will assist the Host with creating and optimizing the listing of an Accommodation on one or more Third Party Platforms (“**Listing**”). Great Dwellings’ Listing services may include a recommendation regarding the optimal price for a listing. Host acknowledges and agrees that Host is responsible for the accuracy of all Listing information.
2. **Guest Selection.** Great Dwellings will assist the Host with screening and selecting potential guests. Host acknowledges and agrees that the Host is solely responsible for selecting Guests. If a Guest requests a booking of your Accommodation and stays at your Accommodation, any agreement that you enter into with a Guest is between you and the Guest. Host acknowledges and agrees that Great Dwellings is not your agent and will not negotiate or execute agreements with Guests on behalf of the Host. Great Dwellings will not be a party to any agreement between Hosts and Guests.
3. **Dashboard Reporting.** Great Dwellings will provide a dashboard to Hosts on its Site to review certain information relating to its Accommodation, such as a calendar of selected and available dates, Guest information and Listing revenue.
4. **Guest Communication.** Great Dwellings will receive and attempt to communicate with potential guests to provide information about a Listing and resolve questions and complaints. Great Dwellings will also attempt to communicate with Guests prior to, during and after their stay to assist Hosts and Guests with a smooth stay. As reasonably necessary, Great Dwellings will assist Hosts and Guests with unexpected events such as lockouts.

5. **Routine Maintenance** Great Dwellings will perform routine maintenance on the property as it sees fit. Great Dwellings will automatically resolve all maintenance issues that are quoted below the Host's maintenance preapproval limit. By default, the maintenance preapproval limit is set at \$250, Hosts have the ability to set this as high as \$1500.
6. **Routine Cleaning.** Great Dwellings will provide cleaning services for Accommodations after the completion of a stay.
7. **Remittance of Funds.** It is not expected that Great Dwellings will collect or receive funds on behalf of Hosts. If Great Dwellings receives any funds from Guests, to which a Host is entitled under its agreement with a Guest, as soon as practicable after receipt, Great Dwellings will remit the funds to the Host, minus any fees payable by Host to Great Dwellings.
8. **Airbnb Resolution Handling** From time to time Great Dwellings may add itself on the Host's listing platform account as a trusted contact to resolve issues, on behalf of the owner, where Great Dwellings is at fault. It is at Great Dwellings' full discretion to decide participation in the event of a resolution on the Host's listing platform.
9. **Guaranty Offering.** Great Dwellings may offer the Host a Reservation Guaranty. For the purposes of this Agreement, a "Reservation Guaranty" is a guaranty by Great Dwellings that an Accommodation will generate a certain amount of revenue during a certain period of time. If the Host selects the Reservation Guaranty, the Host hereby agrees to accept any Listing price or Listing terms required by Great Dwellings. The Reservation Guaranty program may have different terms and conditions for which you may be required to agree in order to accept the Reservation Guaranty

Host acknowledges and agrees that Great Dwellings may provide the Services through one or more third party vendors in its sole discretion. Great Dwellings agrees to provide the Services in a timely and professional manner in accordance with this Agreement, but Great Dwellings makes no warranties of any kind, express or implied, with respect to the Services to be provided hereunder. This Agreement is subject to the limitations of liability set forth in the Terms.

You acknowledge and agree that you are responsible for any and all Listings. Great Dwellings assumes no responsibility for a Host's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations.

Some jurisdictions have laws that prohibit or restrict short-term rental of residential dwellings, including single family residences, condominiums and apartments. In certain jurisdictions, Hosts may have to meet certain qualifications, register or obtain a permit or license before listing or renting a residential dwelling. Hosts may also be subject to CC&Rs, bylaws and other agreements that apply to single family residences in some neighborhoods, condominiums and apartment buildings. You may be liable for civil and criminal penalties for the violations of these laws and regulations. You are encouraged to review local, state and federal laws and regulations applicable to you and consult with an attorney prior to listing an Accommodation on a Third Party Platform or using the Services.

### **Duties of Client**

In connection with the Services, you agree that you will do the following:

1. **Compliance with Law.** You are solely responsible for compliance with all applicable laws and regulations.

2. **Compliance with Agreements.** You agree that you will not breach any agreements you have entered into with any third parties, such as Third Party Platforms, homeowners association, condominium, lease or rental agreements.
3. **Third Party Platform.** You will use a Third Party Platform for Listings of your Accommodations.
4. **Information in Listings.** The information you provide to us and use in Listings on Third Party Platforms will be true and accurate in all respects. You agree that you will be responsible for establishing and maintaining your Listing, including without limitation, selecting the price, updating factual information and providing any required legal disclosure, whether or not any information or pricing was recommended or required by Great Dwellings. While you have the ultimate control of your Listing, you understand that Great Dwellings may request that a Host revise a Listing in accordance with this Agreement. If a host refuses to revise a Listing per the request of Great Dwellings, Great Dwellings may immediately terminate this Agreement and your registration on the Site. Under no circumstances will Great Dwellings have any responsibility for any misstatement, error or omission in any Listing, whether or not Great Dwellings suggested or required such information in a Listing.
5. **Eviction.** Great Dwellings will not be responsible for evicting Guests. If any Guest stays beyond the period agreed upon between the Host and the Guest, Host will have the sole responsibility with regards to evicting the guest and any expenses, losses, or damages associated with the guest's stay beyond the contracted period or any eviction process.
6. **Insurance.** Host agrees to carry at his/her own expense property and liability insurance, each in an amount not less than \$500,000, naming Great Dwellings, in form and substance reasonably satisfactory to Great Dwellings. Host agrees to furnish Great Dwellings with certificates evidencing the existence of such insurance upon request. Host may be required to obtain and maintain additional insurance in compliance with applicable laws and regulations or under other agreements.
7. **Taxes.** Host will be solely responsible for preparing and paying Guest's own income tax return. Great Dwellings is not responsible for advising Host with respect to taxes owed with regards to the Accommodation or any transactions contemplated by or facilitated by this Agreement.
8. **Routine Maintenance.** You are responsible for routine maintenance to the Accommodation. Great Dwellings will have no obligation to notify Host of, or provide any routine maintenance. Host may request that Great Dwellings complete any routine maintenance subject to a separate agreement between the parties regarding the maintenance to be performed and the compensation to be paid in connection therewith. If Great Dwellings notifies Host of maintenance that needs to be performed, Host agrees that it will timely complete such routine maintenance at its sole cost.
9. **Emergency Maintenance.** If Great Dwellings believes that emergency maintenance is required to protect or preserve the Accommodation from damage or to maintain services to a Guest, Great Dwellings may, as soon as practicable, arrange for such maintenance to be performed. Any costs incurred by Great Dwellings in connection with providing emergency maintenance will be reimbursed by the Host. Great Dwellings will attempt to communicate with Host regarding the need for emergency maintenance and steps being taken, but in no case will Host be relieved of liabilities incurred pursuant to the performance of emergency maintenance.
10. **Platform Access.** For the duration of Great Dwellings management, Homeowner is not permitted access to their Airbnb account to perform any management functions. These management functions include but not limited to; reviewing guest messaging, messaging guests directly, modifying settings, modifying listing details, extending offers, or extending refunds.
11. **Guest Relocation** Great Dwellings is not responsible for relocating guests. If Great Dwellings is at fault for the need to relocate guests due to a problem that is making the property uninhabitable Great Dwellings will attempt to rectify the problem to avoid relocation. In the event that relocation is necessary, as determined by Great

Dwellings, Great Dwellings will communicate with the guest via email to give them an option between an immediate refund on behalf of the owner or additional hotel options.

- 12. Safety and Security.** Host is responsible for the placement of both Great Dwellings lockboxes on or near their property. It is the Host's responsibility to make sure that the lockboxes are secured. If the lockboxes are placed off the Host's property, the host is responsible for getting the proper permission to use that location. Including but not limited to, Great Dwellings is solely responsible for communicating to guests and Great Dwellings vendors for the benefit of access the property. Hosts will not have access to Great Dwellings lockboxes. Hosts should not rely on Great Dwellings for access to their property. In extenuating circumstances, decided upon by Great Dwellings, Great Dwellings will provide the host with temporary access to Great Dwellings.

## **Fees**

- 1. Schedule of Fees.** Great Dwellings will post a schedule of fees ("Schedule of Fees") for its Services under this Agreement on the Site. Great Dwellings may modify the Schedule of Fees at any time in accordance with this Agreement and the Terms. By refraining from terminating this Agreement after the Schedule of Fees has been modified, Host is agreement to be bound by the new Schedule of Fees.
- 2. Minimum Reservation Fee.** In addition to fees set forth in the Schedule of Fees, from time to time, and in its sole discretion, Great Dwellings may charge the Host a minimum reservation fee of \$29.00 per reservation.
- 3. Additional Pet Fee.** In addition to fees set forth in the Schedule of Fees, If the Host permits any Guest to bring pet(s) to the Accommodation, Host agrees to pay Great Dwellings a non-refundable pet fee of up to \$40.00 for the extra work involved in the cleaning and other related services related to the pet(s).
- 4. Payment of Fees.** Host hereby agrees to provide and maintain a current credit card or bank account information with Great Dwellings. Host hereby authorizes Great Dwellings to charge Host's credit card or bank account for any amounts owed by Host to Great Dwellings under this Agreement. Great Dwellings agrees to waive any fees set forth in the Schedule of Fees if it fails to meet the Reservation Guaranty in accordance with the terms of the Reservation Guaranty.
- 5. Minimum Deposit.** Great Dwellings may, in its sole discretion, maintain a minimum deposit of up to \$100.00 from Guest to cover any fees.
- 6. Promotional Offers.** Guest acknowledges and agrees that any time-based promotional offer, such a one-month free, refers to reservations made during the time period of the promotion. For example, if Great Dwellings agrees that the month of November is free, a reservation that is made in November for a stay in December is not free and thus subject to the Schedule of Fees.
- 7. Termination of Host Services Fee.** Host agrees to pay any fees for Host Services provided by Great Dwellings, plus a cancellation fee of \$100.00, if Host terminates this agreement for any reason prior to renting the Accommodation. If the Host is an Authorized Tenant, Host agrees that the termination fee will be increased to \$250.00 and applies if Host terminates this Agreement for any reason prior to completing fifteen (15) reservation at an Accommodation.
- 8. Host Booking Cancellation Fees.** If the Host is an Authorized Tenant, Host agrees to pay a cancellation fee to Great Dwellings of \$25 if the Host cancels a Guest reservation within the time-frame during which a Third Party Platform allows a Guest to cancel the reservation for a full refund. If an Authorized Tenant Host cancels a Guest reservation outside of the time-frame during which a Third Party Platform allows a Guest to cancel the reservation for a full refund, Host Agrees to pay a cancellation fee to Great Dwellings of fifty percent (50%) of the full Listing price up to a maximum of \$250.00.

9. **Guest Booking Cancellation** Great Dwellings has the following Guest cancellation policy: For any booking cancelled 7 full days prior to listing's local checkin time on the day of checkin, Great Dwellings will refund 50% of the accommodation fees. No refund will be given If the Guest cancels less than 7 days prior to prescribed checkin date. Cancellations due to extenuating circumstances the Host may approve a refund of greater than 50% of the full listing price. The Guest is responsible for all fees associated with their cancellation to the Host, Great Dwellings, and the booking platform. In the event a refund within the 7 day window occurs, Great Dwellings charges its fee on the entirety of the reservation fees.
10. **Disclosure of Other Fees.** Great Dwellings may from time to time, in its sole discretion, provide or arrange services for Guests, including but not limited to equipment rental (cribs, linens, etc.), trip insurance, tenant damage insurance, long distance telephone service, special event bookings and other special services requested by Guests. Host acknowledges and agrees that Great Dwellings may receive additional fees from Guests or third party vendors for arranging such services, and that any such fees shall belong exclusively to Great Dwellings. Great Dwellings may also charge and retain reasonable administrative fees to Guests.

### **Host's Representations and Warranties**

In addition to the other representations and warranties set forth in this Agreement and in the Terms, Host represents and warrants that:

1. Host is a legal owner or Authorized Tenant of the Accommodation and has full authority to enter into this Agreement and to use Great Dwellings for the Host Services under the terms of this Agreement.
2. If Host is an Authorized Tenant, there are no written or oral restrictions on further leasing or subletting the Accommodation that would interfere with the Listing of the Accommodation on a Third Party Platform or otherwise temporarily leasing the Accommodation to Guests, or any other actions contemplated by this Agreement.
3. To the best of the Host's knowledge the Accommodation, its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders, or the like including, but not limited to, those relating to hazardous or toxic substances.
4. To the best of the Host's knowledge the building does not contain any toxic substances such as, but not limited to: lead based paint, asbestos, urea, formaldehyde, radon, or other hazardous substances and that no unsafe condition exists except as disclosed in writing at the time of this Agreement.
5. Host has disclosed the existence of any default of foreclosure notices affecting the property as of the date of this agreement and further agrees to disclose any such notices received hereafter, within five days of the receipt of any such notices.
6. **GUEST HEREBY ACKNOWLEDGES THAT Great Dwellings IS NOT A REAL ESTATE BROKER, AGENT, OR INSURER. Great Dwellings HAS NO CONTROL OVER THE CONDUCT OF GUESTS, AND DISCLAIMS ALL LIABILITY IN THIS REGARD.**

### **Indemnification**

Host agrees to defend, indemnify and hold harmless Great Dwellings, its affiliates, and its and their representatives, agents, directors, managers, officers, employees, and shareholders ("**Indemnitees**") from and against all claims, liabilities, damages, losses and expenses, including without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (1) the Host Services performed by Great Dwellings under this Agreement other than those arising because of gross negligence or intentional misconduct by Great

Dwellings or any of its officers, agents, directors or employees; (2) any damage to or destruction of any property by Guests, any third party, or any terrorism, acts of nature, or acts of God; (3) any injury to or death of any person from any cause whatsoever; (3) any error of judgment by Indemnitees or any mistake of law or fact by Indemnitees; and (4) to the extent not covered by insurance, any alleged violation of any law (statutory, common or otherwise) pertaining to the actions contemplated by this Agreement, including but not limited to environmental protection, rent control, taxes, short-term rental, fair housing, or any other such laws.

### Term and Termination

1. **Term.** This Agreement is effective from the first date you use the Host Services and will continue until terminated by either party in accordance with this Agreement.
2. **Termination by Cancellation of Registration.** The cancellation of your registration on the Site for any reason will automatically terminate this Agreement.
3. **Termination by Notice.** Either party to this Agreement may elect to cancel or terminate this Agreement with or without cause by giving seven (7) days' prior written notice to the other party. If no termination date is specified in the notice, this Agreement shall terminate as of the date which is seven (7) days after the notice is delivered.
4. **Upon Termination.** Upon termination of this Agreement by Great Dwellings, Great Dwellings will cease providing any Host Services to the Host on the date of termination. Upon termination of this Agreement by Host, Great Dwellings may continue providing Host Services to the Host for any stays that were booked on or prior to the date of Termination.

### Miscellaneous

1. **Successors and Assigns.** This Agreement shall benefit Great Dwellings, its successors and any permitted assigns. This Agreement shall not be assignable by Host without the express Great Dwellings, but may be freely transferred, assigned, or delegated by Great Dwellings.
2. **Entire Agreement.** This Agreement, and the Terms into which this Agreement is incorporated, set forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations, marketing information and understandings.
3. **Waiver.** If Host breaches any term of this Agreement and Great Dwellings decides to take no action or neglects to do so, then Great Dwellings will still be entitled to take action and enforce our rights and remedies for any other breach.
4. **Severability.** If any of the provisions, or portions thereof, of this Agreement are found to be invalid under any applicable statute or rule of law, then, that provision (or portion thereof) notwithstanding, this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.
5. **Relationship of Parties.** The parties are independent contractors under this Agreement and no other relationship is intended, including a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or other special relationship. Neither party shall act in a manner which expresses or implies a relationship other than that of independent contractor, nor bind the other party.
6. **Relationship of Parties.** The parties are independent contractors under this Agreement and no other relationship is intended, including a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or other special relationship. Neither party shall act in a manner which expresses or implies a relationship other than that of independent contractor, nor bind the other party.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.
8. **Dispute Resolution.** Great Dwellings and Host agree to try in good faith to settle the dispute by voluntary mediation before resorting to court action or arbitration. In the event of a dispute between the parties concerning the terms of this Agreement, such dispute shall be resolved as set forth in the Terms.

The parties, in person or by their undersigned agents, certify they have read this Agreement, **Guest Rules and Services Agreement and** in its entirety, understand its terms, and enter into it freely and voluntarily.

For Great Dwellings:

For Host:

\_\_\_\_\_

\_\_\_\_\_

Founder

Name/Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_