



# Terms of Services

Last modified: September 15th, 2023

This agreement is entered into between you (the “**Host**”, “**you**” or “**your**”) and HostAid Homes LLC, a Pennsylvania LLC (“**HostAid**”, “**we**”, “**us**” or “**our**”), under which HostAid will provide certain services to you with respect to the listing and rental of your Property/Accommodation.

By accepting the terms hereof, you acknowledge that you have read, understand and agree to comply with and be bound by HostAid's Terms of Service (the “**Terms**”).

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

## HostAid Host Services

The following services (“**Host Services**”) will be provided by HostAid to a Host that registers:

**Listing Assistance.** HostAid will assist the Host with creating and optimizing the listing of an Accommodation on one or more Third Party Platforms (“**Listing**”). HostAid's 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.

1. **Guest Selection.** HostAid 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 HostAid is not your agent and will not negotiate or execute agreements with Guests on behalf of the Host. HostAid will not be a party to any agreement between Hosts and Guests.
2. **Invoice Reporting.** HostAid will provide a reporting dashboard to Hosts via email to review certain information relating to its Accommodation, such as past Guest dates, Guest information and Listing revenue.
3. **Guest Communication.** HostAid will receive and attempt to communicate with potential guests to provide information about a Listing and resolve questions and complaints. HostAid 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, HostAid will assist Hosts and Guests with unexpected events such as lockouts.
4. **Routine Cleaning.** HostAid will provide cleaning services for Accommodations after the completion of a stay and is entitled to the agreed upon cleaning fee detailed herein, .
5. **Remittance of Funds.** It is not expected that HostAid will collect or receive funds on behalf of Hosts except as provided in Section (x). If HostAid receives any funds from Guests, to which a Host is entitled under its agreement with a Guest, as soon as practicable after receipt, HostAid will remit the funds to the Host, minus any fees payable by Host to HostAid.

6. **Guaranty Offering.** HostAid may offer the Host a Reservation Guaranty. For the purposes of this agreement, a “Reservation Guaranty” is a guaranty by HostAid 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 HostAid. 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 HostAid may provide the Services through one or more third party vendors in its sole discretion. HostAid agrees to provide the Host Services in a timely and professional manner in accordance with this agreement, but HostAid 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. HostAid assumes no responsibility for a Host's compliance with any agreements with or duties to third parties, applicable laws, or rules and regulations of local and state parties.

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 HostAid. While you have the ultimate control of your Listing, you understand that HostAid 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 HostAid, HostAid may immediately terminate this agreement. Under no circumstances will HostAid have any responsibility for any misstatement, error or omission in any Listing, whether or not HostAid suggested or required such information in a Listing.
5. **Eviction.** HostAid 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, in form and substance reasonably satisfactory to HostAid. Host agrees to name HostAid Homes LLC as an Additional Insured on the liability insurance. In addition, in the event the Host carries insurance coverage for “business income”, and a claim is triggered, HostAid Homes, LLC is entitled to the lost commission if the policy specifies as such. Host agrees to furnish HostAid 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. HostAid 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. HostAid will make reasonable effort to notify Host of any needed maintenance, but is not obligated to provide any routine maintenance. Host may request that HostAid 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 HostAid 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 HostAid believes that emergency maintenance is required to protect or preserve the Accommodation from damage or to maintain services to a Guest, HostAid may, as soon as practicable, arrange for such maintenance to be performed. Any costs incurred by HostAid in connection with providing emergency maintenance will be reimbursed by the Host. HostAid 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 HostAid management, Host is not permitted access to any of their account listings to perform any management functions without HostAid's consent. These management functions include but not limited to; reviewing guest messaging, messaging guests directly, modifying settings, modifying listing details, extending offers, or extending refunds.

## Fees

1. **Schedule of Fees.** HostAid may modify the Schedule of Fees at any time in accordance with this agreement and the Terms. HostAid agrees to notify Host in writing, or via email, of any such changes. 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. **HostAid Fee:** Two options based on the preferred, selected, and agreed upon method of the Host. Both methods are bound and liable to comply with the Host Service agreement terms and conditions:
  1. **Pay per Booking:** 18% of the Net Revenue plus agreed upon HostAid cleaning fee, and additional charges based on the schedule of fees, associated with each individual reservation booking. "Net Revenue" shall be calculated as follows: Reservation payout less the agreed upon HostAid cost to clean, platform fees, and city/state hotel taxes. These fee's will be consolidated and invoiced bi-monthly at HostAid's discretion, and distributed to the Host to pay in full. The Host is required to pay all invoiced fees within a two week period, or additional charges may apply.
  2. **Guaranteed Income:** HostAid agrees to pay the Host a predetermined monthly income, due on the 15<sup>th</sup> or 1<sup>st</sup> of each month and paid in bi-monthly or monthly increments at HostAid's discretion. By agreeing to the arrangement, the Host is conceding that all additional revenue, above and beyond the predetermined monthly income, is to be made payable to HostAid in full. The Income Guarantee option is not guaranteed by any financial institution, or intermediary of HostAid, or the HostAid team. HostAid reserves the right to cancel the Guaranteed Income arrangement agreed upon by the host at any time given one months prior notice.
3. **Minimum Reservation Fee.** In addition to fees set forth in the Schedule of Fees, HostAid will charge the Host a minimum reservation fee of \$29.00 per reservation if the calculated Pay per Booking fee is not greater than this amount.
4. **Payment of Fees.** Host hereby agrees to provide and maintain a current credit card, as well as a PayPal or bank account information with HostAid. Host hereby authorizes HostAid to charge Host's credit card or bank account for any amounts owed by Host to HostAid under this agreement. HostAid 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. Payment of all invoices is due within 10 days from receipt of the invoice. Balances that are unpaid after

that payment deadline are subject to a fee of 7% interest on the owed amount every month, charged weekly until the balance is paid in full. In the event, that Host has not fulfilled its payment obligations for two (2) or more invoicing periods HostAid has the right, at its sole discretion and without notice, to modify, collect, and/or obtain fee payment directly from the rental platform payment processors and third-party platforms. HostAid shall have the right to update the account information necessary to collect payment, and will revert the information once all the payments have been fulfilled. Host shall be responsible for any and all of collection costs, including reasonable attorneys' fees, in the case Host breaches its Payment obligations.

5. **Initiation of Host Services Fee.** Host agrees to pay 9% of revenue, and additional charges based on the schedule of fees, associated with each upcoming booking reservation which is scheduled/confirmed at the time of Host signing the Host Services agreement. This fee will be paid according to normal invoice scheduling after the completion of the reservation.
6. **Termination of Host Services Fee.** Host agrees to pay 9% of revenue, and additional charges based on the schedule of fees, associated with each individual booking reservation, if Host terminates this agreement for any reason prior to a completed reservation at their Accommodation. Host agrees that an additional termination fee of \$350.00 will be applied if Host terminates this Agreement for any reason prior to completing ten (10) reservations at an Accommodation. Notwithstanding the aforementioned Host shall not be liable for the Termination of Host Services Fee, if such termination of services is due to the Host's inability to continue operation of short – term rentals as a result of newly enacted governmental regulation.
7. **Guest Cancellation Fees.** Host agrees to pay a cancellation fee of 9% of a Reservation's revenue to HostAid, up to a maximum of \$150.00, if the Host cancels any Guest Reservation prior to the completion of that Reservation, except that such cancellation is the result of: (a) Host's compliance with newly enacted governmental regulations regarding short-term rentals; (b) unexpected damages to the property that require immediate repair and/or maintenance; or (c) any other emergency circumstances outside of the Host and/or HostAid's control where both agree a cancellation is required. Notwithstanding the aforementioned, the property owner shall be liable for the Guest Cancellation Fee, if property owner continues operation of the short-term rental after the occurrence of one or more of the excepted situations as described above.
8. **Disclosure of Other Fees.** HostAid 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 HostAid may receive additional fees from Guests or third party vendors for arranging such services, and that any such fees shall belong exclusively to HostAid.
9. **Fee Schedule:**

<b>HostAid Schedule Of Fees 2018</b>	
<b>Item</b>	<b>Description</b>
HostAid Fee	As disclosed in "HostAid Fee" section
Listing Platform % Fee	As Charged By Platform, payable to Platform
Additional Cleaning As Needed:	At Cost
<b>Emergency Maintenance Situations</b>	
Maintenance Billing Service Fee Call Dispatch	At Cost!
Emergency Light Maintenance: Maintenance Billing	\$35 per hour Cost plus margin method
Emergency Janitorial: Emergency Light Maintenance:	\$35 per hour \$35 per hour
Emergency Housekeeping: Emergency Janitorial:	\$35 per hour \$35 per hour
Emergency Lockout Situations: Emergency Housekeeping:	\$50 per instance \$35 per hour
Emergency Painting: Emergency Lockout Situations:	\$65 per hour \$50 per instance

Emergency Construction:Emergency Painting:	\$90 per hour\$65 per hour
Emergency Plumbing:Emergency Construction:	\$108 per hour\$90 per hour
Emergency Electric: Emergency Plumbing:	\$108 per hour\$108 per hour
Emergency Electric:	\$108 per hour

## 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 HostAid 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 statues, 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. HOST HEREBY ACKNOWLEDGES THAT HOSTAID IS NOT A REAL ESTATE BROKER, AGENT, OR INSURER. HOTAID HAS NO CONTROL OVER THE CONDUCT OF GUESTS, AND DISCLAIMS ALL LIABILITY IN THIS REGARD.

## Indemnification

Host agrees to defend, indemnify and hold harmless HostAid, 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 HostAid under this agreement other than those arising because of gross negligence or intentional misconduct by HostAid 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 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 HostAid, HostAid will cease providing any Host Services to the Host on the date of termination. Upon termination of this agreement by Host, HostAid may continue providing Host Services to the Host for any stays that were booked on or prior to the date of Termination. Idemnity, Payment and Limitation of Liability obligations shall survive the termination.

## Miscellaneous

1. **Successors and Assigns.** This agreement shall benefit HostAid, its successors and any permitted assigns. This agreement shall not be assignable by Host without the express HostAid, but may be freely transferred, assigned, or delegated by HostAid.
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 HostAid decides to take no action or neglects to do so, then HostAid 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. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.
7. **Dispute Resolution.** HostAid 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.

# Privacy policy

## Introduction

1. HostAid ("we" or "us") take the privacy of your information very seriously. This policy explains how and for what purposes we use the information collected about you. Please read this privacy policy carefully. By using any services we offer, you are agreeing to be bound by this policy in respect of the information collected about you.
2. If you have any queries about the policy, please get in touch with us using our contact details and we will do our best to answer your questions.

## Personal information collected

1. We will collect the following personal information from you:

1. Certain information required to register including first and last name, your address and date of birth together with some basic security information;
  2. Details of any bookings you make through the Site (either through us or through third parties who use the Site as a booking platform);
  3. Your e-mail address and password;
  4. Billing information such as your credit card number and expiry date;
  5. Other information about you that you voluntarily supply to use by filling out your profile page.
2. Although it is not compulsory to give us this information, if you do not then you cannot register as a member or make a booking for accommodation with our Hosts.

## Use of this information

1. We (or the various third parties HostAid utilizes, or your booking services provider) will use this information in order to:
  1. administer your booking;
  2. collect payment of accommodation fees from you on behalf of our Hosts;
  3. collect payment for any services you obtain while staying in our Hosts' accommodation;
  4. make general improvements to our Site and the services we offer;
  5. analyze how customers are making use of the Site;
  6. notify you of certain offers and new products (subject to your right to unsubscribe or opt-out).
  7. Hosts agree to have their information added to our reference list;

## Sharing this information

1. Credit or debit card payments can/will be collected by our payment processor.
  2. In order for payments to be processed you may need to provide some necessary details to our agent. We tell you about this at the point we collect that information on the Site.
  3. We may transfer your personal information to a third party as part of a sale of some or all of our business and assets to any third party or as part of any business restructuring or reorganization, but we will take steps with the aim of ensuring that your privacy rights continue to be protected.
  4. Other than as set out above, we will not disclose any of your personal information without your permission unless we are required by law to do so (for example, if required to do so by a court order or for the purposes of prevention of fraud or other crime).
1. We cannot be responsible for the privacy policies and practices of other sites even if you access them using links from our Site and recommend that you check the policy of each site you visit and contact its owner or operator if you have any concerns or questions.
  2. In addition, if you linked to this Site from a third party site, we cannot be responsible for the privacy policies and practices of the owners or operators of that third party site and recommend that you check the policy of that third party site and contact its owner or operator if you have any concerns or questions.



## Further questions

If at any time you would like to contact us with your views about our privacy practices, or with any inquiry relating to your personal information, you can do so by emailing us at [info@Host-Aid.com](mailto:info@Host-Aid.com).

HostAid Fee Method Selection: \_\_\_\_\_

Agreed Upon Cleaning Fee: \_\_\_\_\_

Agreed upon by "Host":

\_\_\_\_\_

Full Name:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

Agreed upon by "HostAid":

\_\_\_\_\_

Full Name:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:



HOSTAID

| Contact@HostAid.com |

| Host-Aid.com |