

SERVICE MANAGEMENT AGREEMENT

THE PARTIES:

Owner or legally authorized to represent

Name: -----
Address: -----
E-mail address: -----
Phone number: -----

Hereinafter referred to as "**Owner**",

and

Contracted party: City Retreat B.V.
Address: Haarlemmerweg 331-333 (A), 1051 LH,
Amsterdam, The Netherlands
E-mail address: bookings@cityretreat.com
Phone number: +31 8 50 02 42 01
KvK: 86852760

Hereinafter referred to as "**CR**",

Whereas:

- CR provides property management services;
- The Owner owns and/or has the legal authority to represent one or more properties in The Netherlands and is authorized to rent out these properties;
- The Owner wants to rent out the Property as specified in article 1 to parties by engaging CR as intermediate and manager;
- The Owner and CR want to confirm the engagement of CR and the agreed terms in this Service Management Agreement (the "**Contract**").

1. THE PROPERTIES:

1.1 Address(es)

The Owner guarantees that she \ he is entitled to rent out the following properties to third parties:

1. -----
2. -----
3. -----
4. -----
5. -----
6. -----
7. -----
8. -----
9. -----
10. -----
11. -----
12. -----

Hereinafter (together) referred to as "**Property**".

1.2 Property Management

With regards to the Property, the Owner instructs CR to carry out the Services as described in article 2 and article 3.

2. THE RENTAL PROCESS:

2.1 Rental Valuation:

CR will assess the Property to see if it would qualify as a serviced apartment for our CR's clients. If so, CR will provide a rental valuation and estimated yearly revenue generation, based upon the property size, rooms and condition. CR will suggest on possible improvements.

2.2 Tenant Acquisition:

CR is tasked with identifying potential tenants. The Owner retains the right to approve or reject these candidates.

2.3 Tenant Approval:

Tenant approval will be sought from the Owner, who will be provided with details including rental duration, rate, employment status, and tenant profile (e.g., smoking habits, pet ownership).

2.4 Tenancy Agreement:

Upon Owner approval, CR is authorized to secure a tenancy agreement based on standard industry practices and compliant with applicable Dutch rental laws (the 'Tenancy Agreement').

2.5 Cancellation fee:

CR will collect the first month's rent as a non-refundable payment, payable to the Owner, if the Tenancy Agreement is terminated by the tenant 48 hours after entering into the Tenancy Agreement and one month before the Tenancy Agreement commencement date.

2.6 Rent Collection:

CR pays all payments to the owner on the 1st of each calendar month.

2.7 Tenancy Agreement Termination:

Tenants may terminate the Tenancy Agreement with one month's notice.

3. THE MANAGEMENT SERVICES:

3.1 Rental Payment Guarantee:

CR will collect rental payments from tenants and forward payments to the owner on the 1st of every calendar month.

3.2 Tenant Obligations:

CR will inform tenants of their responsibilities under the Tenancy Agreement.

3.3 Inventory and Condition Reports:

CR will compile comprehensive reports on Property condition and inventory, including photographic evidence, to be signed and acknowledged by the tenant at the start and end of the Tenancy Agreement.

3.4 Operational Responsibilities:

CR assumes responsibility for all aspects of operating a serviced apartment.

3.5 Housekeeping Services:

CR will provide fresh linen, towels, laundry, and cleaning services both during and after tenant occupancy.

3.6 Client Assistance:

CR serves as the primary contact for tenant queries and needs.

3.7 Maintenance and Repairs:

CR covers maintenance costs up to €300 for the initial visits. Additional repairs or costs will be communicated to the Owner for approval.

3.8 Emergency Repairs:

For urgent issues (e.g., leaks), CR is authorized to undertake high priority and necessary repairs at market cost to prevent & minimise further damage without prior Owner approval. These costs are at the expense of the Owner.

3.9 Property Inspections:

Regular Property inspections will be conducted by CR, with relevant findings reported to the Owner.

3.10 Safety Compliance:

CR will ensure compliance with gas safety regulations, arranging annual services at the Owner's expense.

4. THE POWER OF ATTORNEY:

4.1 Entering into Tenancy Agreement

The Owner grants an exclusive power of attorney ('*volmacht*' ex art 3:60 DCC) to CR to conclude a Tenancy Agreement for the Property on behalf of the Owner, under the conditions that:

- a. the Owner has approved the tenant;
- b. a Tenancy Agreement consistent with the terms of this Service Management Agreement is used.

4.2 Enforcing payments

The Owner grants an exclusive power of attorney ('*volmacht*' ex art 3:60 DCC) to CR to take all necessary (legal) measures to enforce payment under the Tenancy Agreement.

4.3 Maintenance and emergency repairs

The Owner grants an exclusive power of attorney ('volmacht' ex art 3:60 DCC) to CR to take carry out maintenance and emergency repairs as described under article 3.7 and 3.8.

5. THE FEE:

5.1 No Tenant, No Fee:

CR charges no fees in the absence of a tenant.

5.2 Service Fee:

Upon tenant approval (including the rent), CR can deduct up to 20% of the total revenue as a service fee for tenant acquisition and management services as described in this Contract.

5.3 Guaranteed Payments:

CR ensures timely rental payments to the Owner.

5.4 Renewal/Extension:

In cases of Tenancy Agreement renewal or extension, CR's fees continue unless otherwise agreed in writing.

5.5 Payments

CR transfers the agreed rent to the Owner. CR's service fee (up to 20% of the rent) remains at CR.

6. THE ACCURACY OF INFORMATION:

6.1 The Owner guarantees the accuracy and completeness of all information provided to CR.

7. THE TENANT REFERENCING:

7.1 Tenants will provide identification and sign the Tenancy Agreement. Corporate tenants may not require credit referencing but will undergo suitable checks.

8. THE TENANCY AGREEMENT & DEPOSIT:

8.1 If the owner approves a candidate, CR will enter into a Tenancy Agreement reflecting the agreed terms and Dutch rental law requirements.

8.2 CR will secure a deposit from tenants, adhering to Dutch law and the terms of the Tenancy Agreement, to cover damages.

9. THE OWNERS RESPONSIBILITIES:

9.1 Handover Requirements

The owner will ensure the property condition, facilities and standards are met and the relevant information has been communicated in accordance with Appendix 1.

9.1 Rental Restrictions:

The Owner guarantees that there are no restrictions on letting the Property. If applicable, the Owner received permission from the VvE and acquired all permits and other necessities to rent out the Property.

9.2 Safety Alarms:

The Owner ensures that there is a smoke and carbon monoxide detector installed.

9.3 Insurance Notification:

The Owner will inform their insurer of the Property's rental status if required to do so.

9.4 Fire Safety Compliance:

The Owner ensures all furniture meets fire safety standards.

9.5 Electrical Safety:

The Owner is responsible for the safety of electrical systems.

10. THE TERMINATION OF THE CONTRACT:

10.1 Pre-Tenancy Agreement Termination:

Both parties may terminate this Contract with immediate effect, if no Tenancy Agreement is/has been concluded between the Owner and a tenant.

10.2 Post-Tenancy Agreement Termination:

Once a tenant is approved and a Tenancy Agreement is concluded, the Contract cannot be terminated ('opzegd' or 'ontbonden'). The

parties have to wait until the Tenancy Agreement has ended. If the Owner requires early termination, CR will endeavour to facilitate this, very often successfully, subject to mutual agreement with the tenant and following Dutch rules.

11. THE LIABILITY AND INDEMNIFICATION:

11.1 Limitation of Liability:

CR's liability in connection with the Contract and Tenancy Agreement is limited to direct damages and shall not exceed the total service fees received by CR in the preceding 12 months except in the case of non-rental payments from the tenant. In which case CR guarantees timely rental payments to the Owner.

11.2 Indemnification:

The Owner agrees to indemnify CR against all claims, costs, damages, and expenses arising from the Owner's breach of this agreement or any misrepresentation.

11.3 City Retreat B.V. (CR) will not be held responsible for any claims, costs, or reductions including those that result from the tenant's ability to invoke the point count rent control regulation (Huurprijbeschermtng). The Owner acknowledges and accepts full responsibility for ensuring compliance with all rent control laws and regulations applicable to the Property. CR's role is limited to facilitating the rental process and managing the Property under the terms of this Agreement.

12. THE DISPUTE RESOLUTION:

12.1 Governing Law:

This agreement is governed by and construed in accordance with Dutch law.

12.2 Dispute Handling:

Any disputes arising out of or in connection with this agreement shall be resolved through negotiation. If unresolved, disputes shall be submitted to the District Court of Amsterdam.

13. THE AMENDMENTS AND MODIFICATION:

13.1 Written Agreement Required:

Any amendments or modifications to this Contract must be made in writing and signed by both parties.

14. THE ENTIRE AGREEMENT:

14.1 This Contract constitutes the entire agreement between CR and the Owner regarding the subject matter herein and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

SIGNATURES

This Contract is executed by the undersigned parties as of the date last written below.

Signed by the Owner: _____

Date: _____

Signed by CR: _____

Date: _____

Appendix 1: Property Handover Requirements

Appendix 1: **(For new properties only)** Property Handover Requirements

Please ensure your property meets the following requirements:

CR may be able to assist with the below which may come at cost.

Your apartment is fully furnished, allowing tenants to move in with nothing but a suitcase and feel at home. Personal items such as clothes, shoes, photos, expensive artwork, and private devices should be removed and stored. In addition, the property must have:

- Three sets of keys + 1 extra key for every bedroom, which is more than one bedroom. (Example: 2 bedrooms = 4 keys)
- High-speed wireless internet throughout the property with a dedicated connection, without limitations or additional costs (Wi-Fi must be active and working before CR onboards the property. For multi-level properties, or if there are more than two bedrooms, a mesh network is recommended)
- All kitchen utensils, cooking equipment and cutlery (including coffee machine, kettle & toaster).
- 200cm x 200cm duvets (to fit our linen size) and four pillows per bed.
- Wardrobe or suitable storage space in each bedroom with clothes hangers.
- Hairdryer, clothes drying rack/clothes airer, iron and iron board, bath towels and hand towels.
- There should be a table (a dining table is acceptable), a chair, and a nearby socket so tenants can work in the unit.
- Furnished lounge area with comfortable seating and a suitable TV.
- All cleaning equipment (including vacuum/mop/bucket).
- Access to a washing machine in the apartment or the same building.
- All appliances, drawers, cupboards, in-built features, furniture, etc., and all doors and windows are in good working order.
- All electrical connections, switches and bulbs are in working order
- Curtains or blinds on all bedroom windows.
- The property is finished to a high standard with no outstanding maintenance issues.
- The property is delivered clean. After handover, City Retreat will take care of a cover all cleaning costs before, during and after the tenants stay.