

Vacation Rental Services Agreement

PART I: SUMMARY OF SERVICE

This Vacation Rental Services Agreement ("Agreement") is made on _____ by and between:

- I. **Deluxe Holiday Homes Rentals LLC ("Operator")**, with a registered trade name as DELUXE HOLIDAY HOMES; and
- II. The **"Owner(s)":**

Owner Name (s):			
Holder of:		Passport/ID Number:	
Email Address:			
Mobile Number:			

- I. To provide vacation rental services for the property located at following address (the **"Property"**):

Unit Number:		No of Parkings:	
Building Name & Plot Number:		No of Bedrooms:	
Area:		DEWA Account:	

Owner and Operator agree as follows:

A. OPERATOR SERVICES. Owner authorizes Operator to provide the following services:

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

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

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

4. Cleaning Services. Operator shall furnish regular housekeeping services; and at the beginning of each rental stay, guest supplies including but not limited to bath tissue, soap, shampoo, shower gel, paper towels, drinking water, garbage bags and welcome pack where appropriate. Operator may set and collect a cleaning and other industry standard fees from guests. During Owner Stay - checkout cleaning and other services (maintenance, pest control, etc) will be charged at Owner-Rate.

5. Taxes. The Operator (or, where applicable, a Channel) will collect applicable taxes from guests, and the Operator will file tax returns, and make all VAT and TDF.

6. Guest Relations. Operator 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 Operator to perform or arrange on Owner's behalf and at Owner's expense ordinary maintenance, repairs, replacement and services for the Property. Unless specifically authorized by Owner or an Emergency Payment, the expense to be incurred for a single item of repair or alteration shall not exceed AED 500 for apartments and AED 1,000 for villas and townhouses.

8. Statements. Each month, Operator will send Owner an account statement, or will make an account statement available through an owner portal on or before 10th of each month for previous month's transactions. Owner agrees to carefully review all account statements upon receipt, and to notify Operator 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 Stay. Owner (or direct family members) has the right to use the Property so long as Owner reserves the dates of such use in advance with Operator and submits the same via Operator's online owner portal. Owner may not schedule an Owner stay for any period for which an Existing Reservation is in place, during termination notice period or when Owner has pending payments to the Operator. Owner stays are subject to Operator's standard check-in and checkout times for the Property. Owner Stay shall not exceed one (1) month in total in any twelve (12) month period during the Term and shall not happen during public holidays or peak season. If Owner Stay exceeds the mentioned threshold, Operator will charge the Owner Management Fee for the exceeding stayed days based on respective listed rental rates set by Operator on pro-rata basis. In all cases Operator shall clean the Property after each Owner stay and charge to Owner the then-current cleaning fee for the Property.

2. Utilities and Services. Owner shall furnish at Owner's expense all appropriate utilities for the Property, including but not limited to electricity, water, sewer, gas, cable TV, internet, trash removal, and pest or termite control, as well as annual service charges paid to the facility management as needed and on-time.

3. Furnishings. Owner shall furnish the Property with suitable equipment, appliances, furniture, and furnishings necessary for rental occupancy as per Operator's and DTCM Standards. Upon request Operator will provide Owner with a list of all required items after initial inspection of the Property. If Owner fails to provide any required items for the Property, Operator may purchase any missing items at Owner's expense.

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

C. MANAGEMENT FEE; PAYMENT OF RENTAL PROCEEDS.

1. Operator's Management Fee shall be:

(i) 20% of the Rental Proceeds inclusive the services as listed in Paragraph-A of this Agreement ("Operator's Share of Revenue").

2. Payment of Rental Proceeds. Operator 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"). Operator shall initiate payment by bank transfer or cheque of, the Owner Payment by the 15th of each month (or, if the 15th falls on a weekend or holiday, the following business day) for rentals incurred during the previous month.

D. EXCLUSIVITY.

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

E. TERM; TERMINATION.

1. Term. This Agreement shall become effective as of the Effective Date and shall continue for 12-months in effect (the "Term.") and shall automatically be renewed for the same term until the Effective Termination Date. The "Effective Date" of this Agreement shall be the date of the latest signature of the terms of this Agreement.

2. Termination. Either party may give advance written "Notice of Termination" to the other party by serving: three (3) months prior written notice as follows:

- i. Notice to be served on the Owner to be sent by email to the Owner's Email as mentioned in this Agreement.
- ii. Notice to be served on the Operator to be sent by email to **info@deluxehomes.com**
- iii. Notifying party shall clear any outstanding balance to the other party, before such notice is considered valid.

Effective Termination Date means the checkout date of the last Existing Reservation in place when the termination notice is given, or the date when the notice period ends, whichever occurs later.

3. Early-Exit Fee. If the Owner terminates this Agreement without giving the requisite notice and there are no future bookings, the Owner shall pay the Operator an early-exit lump-sum fee equal to AED 1,500 per bedroom per month, multiplied by the number of notice months the Owner failed to honor.

4. Post-Termination Obligations: Owner shall take back possession of the Property within 10 calendar days from the Effective Termination Date. Operator shall not be held responsible for the Property or its management beyond this 10-day handover period. All amounts due to the Operator under this Agreement shall remain payable by the Owner and must be settled in full within 7 business days of the Effective Termination Date. The Owner shall indemnify the Operator against any costs, damages, or liabilities arising from any delay in handover or continuation of operations beyond the Effective Termination Date.

5. Consent for General Terms & Conditions: The Owner confirms that in addition to the Summary of Service, he/she agrees to the General Terms & Conditions as defined in the Part II of this Agreement

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 Property; (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 Property, including any special features or amenities, is suitable and safe for use as a vacation rental and in compliance with applicable governmental codes or regulatory requirements; and (5) use of the Property as a holiday home is not prohibited by any applicable law, regulation, deed restriction, Property owners' association or community bylaw or rule. If an Owner agrees to enter into this Agreement on behalf of one or more additional owners, that Owner further represents and warrants that he or she has full permission or authority to bind the additional owner or owners. 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 Operator 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 Property. 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 Property 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 Property in a suitable condition for rental occupancy; financial matters associated with ownership of the Property such as annual community services fees; and ensuring that the Property is in compliance with applicable law regulation, standards and regulations, and insuring Guest's uninterrupted access to the building or community facilities (such as common shared pool, gym, private beach where applicable, etc.). If the Owner, in breach of this Agreement, intentionally disconnects any utility (electricity, water, AC, internet), changes locks, or otherwise obstructs access or operations at the Property, the Owner shall pay the Operator AED 20,000 per occurrence plus AED 3,000 for each 24-hour period until the breach is fully remedied, as liquidated damages, in addition to all actual costs, fines, guest refunds, and third-party claims.

4. Guest Privacy & Property Access. To ensure guest safety, privacy, and regulatory compliance, the Owner shall not enter the Property or any adjacent land or shared structures, nor permit any third party to do so, without:

1. Booking an Owner Stay or visit through Operator covering the intended access period; and
2. Receiving written approval from Operator prior to the access date.

If the Owner wishes to arrange a viewing of the Property (e.g., for sale purpose), such request must be submitted through Operator's official viewing request process. This process includes:

- Completion and signing of Operator's internal Viewing Request Form;
- Uploading valid documentation of any third-party agent, including a valid RERA Broker Card;
- Selecting from available viewing time slots offered by the Operator;
- Payment of the applicable viewing fee in advance.

All viewings are strictly subject to Operator's internal procedures, guest safety protocols, and availability. In line with DTCM regulations and hospitality industry standards, under no circumstances shall Operator permit uncontrolled access, key handover, or open-door showings by Owner or third parties without formal clearance. The Operator

reserves the right to decline any request that it considers unsafe or disruptive to guest experience.

Cameras or surveillance equipment are not permitted inside the Property or in any location that is not clearly visible from outside the premises (e.g., no hidden or indoor cameras). Owner is not entitled to receive or access any guest-identifying information, including full names, contact details, or payment data. Operator retains sole and exclusive control over such information.

5. Change of Owner Information. To ensure Operator is able to reach Owner if necessary and make timely Owner Payments, Owner shall notify Operator via the owner portal or by sending email to info@deluxehomes.com of any change in Owner's email address, telephone number or bank information. Operator 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. Sufficient Funds. The Operator shall not be required to perform any act or duty under this Agreement where it does not have sufficient funds to pay for those expenses (such as paying for utility bills, community service or maintenance charges or buying additional furniture on Owner's behalf). Prior to expiry or termination of this Agreement, the Owner has to first settle all due payments to Operator whichever incurred in accordance to this Agreement.

7. Existing Reservations. Owner acknowledges that guest satisfaction is a priority for Operator, 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 Operator 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 rent for all dishonored reservations.

B. OPERATOR RIGHTS AND OBLIGATIONS.

1. Guest Fees and Services. In addition to a cleaning fee, Operator may charge guests and retain additional fixed or variable fees, such as baby cot or baby chair fee or other industry standard fees or charges for its services.

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 Operator or Owner). Owner further acknowledges that the presentation of the Property, 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, commission or other amounts that are not "Rental Proceeds" as defined in this agreement.

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

4. Emergency Payment. A repair or payment is an "Emergency Payment" if Operator in its sole discretion deems the repair or replacement to be necessary either to (1) protect the Property or its contents from damage or destruction or (2) return the Property to operating and rentable and in DTCM compliant condition during or in advance of a guest stay or (3) to allow/restore guest's smooth access and use of the property and all its facilities (such as pool, gym, parking). To the extent reasonable under the circumstances, Operator will attempt to contact Owner prior to incurring expenses for an Emergency Repair first.

5. Deposit: The Operator acts solely as an agent for the Owner. Where applicable, the Operator shall collect a security deposit from the Guest in an amount consistent with industry standards, typically not less than AED 1,500 for apartments and not less than AED 4,500 for villas. The actual deposit amount may vary depending on the booking platform's policy (for instance, some platforms like Airbnb may not permit a separate deposit and have their own coverage policy).

6. Smart Lock Authorization: Unless Operator is otherwise instructed by the authorities, the Owner authorizes the Operator to install a smart lock on the Property as required by law, including but not limited to compliance with SIRA (Security Industry Regulatory Agency) regulations, without requiring prior consent from the Owner. The cost of such installation shall be borne by the Owner.

C. DEFINITION OF RENTAL PROCEEDS.

For purposes of this Agreement, "Rental Proceeds" means:

1. Rental Proceeds for Operator Bookings. For reservations booked on www.deluxehomes.ae website or by direct phone calls through Operator reservation agents, the "Rental Proceeds" for each reservation shall be the total rent

paid and cleared on Operator's account for the period during which the Property 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 and cleared on Operator's account for the period during which the Property was occupied pursuant to the reservation, less fees, charges, commissions imposed by the Channel, if any.

3. Rental Proceeds Limited to Rent. For purposes of clarity, Rental Proceeds do not include VAT, TDF 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. OTHER DEFINITIONS:

1. VAT means Value Added Tax as imposed by Federal Tax Authority under the Federal Decree-Law No. (8) of 2017 and for which the rate is set to 5% rate;

2. DTCM / DET means The Department of Tourism and Commerce Marketing of Dubai; also known as Department of Economy and Tourism of Dubai ("DET").

3. TDF means Tourism Dirham Fee as set by DTCM.

4. Channel(s) mean online booking and listing websites, tour operators and tourism companies or similar agents referring potential guests.

5. Affiliate means entity directly or indirectly controlled by, controlling, or under common control with the Operator.

E. CHANGE IN LAW

If any government authority, community management, or owners' association prohibits or restricts the use of the Property as a holiday home, or makes such use economically prohibitive, the Operator may terminate this Agreement with immediate effect, by written notice to the Owner. In such case, neither party shall be obligated to honor Existing Reservations.

F. INDEMNIFICATION.

Owner shall indemnify, defend, and hold harmless Operator, its affiliates, successors and assigns, and each of their respective officers, directors, employees, owners, and agents ("Operator Party") 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 (collectively "Claims"), arising from or relating to property damage or injury to persons by reason of any cause whatsoever, except for Claims solely and directly caused by the Operator Party's gross negligence, intentional misconduct, or fraud. The Operator's liability under this Agreement shall be limited to direct damages only and shall not exceed the total Management Fees paid by the Owner to the Operator in the 12-month period immediately preceding the event giving rise to the claim, except in cases of gross negligence or willful misconduct by the Operator.

G. OWNER'S INSURANCE.

In accordance with DTCM legislation, the Owner is advised at all times during the terms of this Agreement to maintain Landlord's comprehensive insurance (such as property building and contents insurance) insuring against all liability arising out of and in connection with the rentals, occupancy and activity contemplated by this Agreement.

H. MISCELLANEOUS.

1. Governing Law. This Agreement and the rights of the Parties hereunder shall be governed by the laws of the United Arab Emirates and the laws of the Emirate of Dubai. In the event of any dispute, the Parties agree to submit to the exclusive jurisdiction of the Dubai Courts. Notwithstanding the foregoing, the Operator reserves the right to bring claims against the Owner in any court or jurisdiction where the Owner resides, owns assets, or conducts business, specifically for the purpose of enforcing payment obligations under this Agreement.

2. Confidentiality. The parties hereto agree that each shall treat confidentially of the terms and conditions of this Agreement and all information provided by each party to the other regarding its business and operations. All confidential information provided by a party hereto shall be used by any other party hereto solely for the purpose of rendering or obtaining services pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed by a bank or any regulatory authority or any auditor of the parties hereto, or by judicial or administrative process or otherwise by applicable law.

3. Assignment. Owner may not assign this Agreement or any of its rights or delegate any of its duties at any time without the Operator's consent. The Operator may assign this Agreement or subcontract any service element to any of its affiliate companies without further consent, provided the Operator remains liable for performance.

4. Signatures. A signature delivered by facsimile or electronic means, a digital signature which 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. Entire Agreement. This Agreement, including any contemporaneously executed addenda and annexures, 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.

6. Force Majeure: Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement (excluding payment obligations) due to events beyond its control, including natural disasters, pandemics, acts of government, or other force majeure events. Obligations shall be suspended for the duration of such events.

<u>SIGNED BY OPERATOR:</u>	<u>SIGNED BY PROPERTY OWNER:</u>
Printed Name: Artyom Meltonyan	Name:
Date:	Date:
Signature:	Signature:
Stamp:	

Property Management Letter

عقد توكيل بإدارة العقار

I,

أنا الموقع أدناه

holder of

جهة الاصدار

Passport/ID number:

رقم جواز السفر/الهوية

hereby confirm that I am the owner of the under mentioned property and hereby authorize Deluxe Holiday Homes Rental LLC (Operator) holder of Tourism License number 734743 to act on my behalf and manage my property as a Holiday Homes, in accordance with rules and regulation set by the Department of Tourism and Commerce Marketing for the period of Starting from

بصفتي مالك العقار المذكور أدناه، أوكل السادة: دي إل اكس لتأجير بيوت العطلات ش.ذ.م.م رخصة سياحية رقم 734743 بإدارة عقاري وفقا للنظم والاشتراطات التي تحددها دائرة السياحة والتسويق التجاري حسب المرسوم رقم (41) لسنة 2013 بشأن تنظيم نشاط تأجير بيوت العطلات للفترة من تاريخ

and till

وحتى تاريخ

Unit Number:		رقم الوحدة
Area:		المنطقة
DEWA Account Number:		رقم الحساب (DEWA)
Building Name & Plot Number:		اسم المبنى ورقم قطعة الارض

Name & Signature:

الاسم والتوقيع

Contact Number:

رقم الهاتف

Email Address:

البريد الالكتروني

ملاحظة: تم التوكيل بإدارة العقار بناء على طلبي دون تحمل الدائرة أي مسؤولية تجاه الغير

Remark: the Authorization was signed upon my request, and the Department shall have no liability in respect of this arrangement.