

Upperhand Club - Property Owner Agreement

Owner Name(s) (The "Owner"):

Home Address:

City: _____ Province/State: _____

Country: _____ Postal/Zip Code: _____

You are the owner in fee simple for the property known as (Municipal Rental Property Address):

Upperhand Club is a travel planner and vacation home management. One of our services is to connect with home owners wishing to rent their homes on a long and short-term basis. Upperhand Club finds renters for the property and where required, can arrange other services on the Owner's behalf. As the Owner, you have agreed to let Upperhand Club act as your agent with respect to arranging for paying clients to stay in your property in accordance with the terms of this Agreement. The Owner represents and warrants that the Owner is the registered and beneficial Owner of the property and has the right to enter into this Agreement.

The Owner appoints Upperhand Club to make its best efforts to obtain and confirm bookings of the property on the Owner's behalf.

- 1.) The Owner represents to Upperhand Club that entering into this agreement will not Breach any rules, regulations, bylaws, orders, ordinances or any other matters affecting the use of the property.
- 2.) This Agreement shall be in force from the ____ day of ____, 20__ until written notice of termination is provided to either party pursuant to the terms of this Agreement. Upon such termination, the Owner and Upperhand Club will be obligated to honour all existing guest bookings outstanding.
- 3.) The Owner represents that all information provided to Upperhand Club with respect to the property, will be true, complete and accurate. The Owner acknowledges that all such information may be provided to prospective clients. The Owner will advise Upperhand Club of any changes to the property forthwith.

Personal Use By Owner

1. Owner may reserve the Unit for Owner's personal use at any time and from time to time during the term of this Agreement provided that Owner utilizes the Black out Date Manager function for their Unit though the Owner Account or by calling the reservations line as advertised. Such booking shall specify all Owner's personal reservation date, including all dates when the Unit will be occupied by the Owner, Owner's family and Owner's non-rental guests. Owner shall submit to Upperhand Club all initial bookings/blackout dates within thirty(30) days of executing this Agreement, and such initial bookings shall specify all Owner's personal reservation dates through the due date for this Agreement. Absent such initial bookings, Upperhand Club shall assume that the Unit is available for occupancy for all dates.
2. Owner and Owner's guests shall:
 - (a) Comply with any applicable arrival/departure requirements established by Upperhand Club;
 - (b) Comply with any established check-in and check-out procedures and times; and
 - (c) Pay for any applicable linen and housekeeping service fees.
3. Owner understands that any personal property or possessions stored in or left in the Unit should not be left unsecured. Upperhand Club shall have no liability for nay loss or damage to such property or possessions stored in or left in the Unit. Owner further agrees not to leave materials of a nature unsuitable for rental occupancy in the Unit.

Owners Return

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- 1.) The Owner's return will be the amounts agreed upon between Upperhand Club and the Owner as set out in this Agreement. The Owner's return will not be amended without the written consent of the Owner. In the event that a guest does not wish to pay the posted rate, but is willing to rent for a reduced rate, Upperhand Club will relay the Guest's offer to the Owner (verbally or in writing) and at the Owner's sole discretion can be accepted or declined (verbally or in writing).
- 2.) The amount of the Owner's return due to the Owner for the rental of the property, before the amounts listed below (item 7) are deducted, will be:

Summer and Holiday Rates: _____ Nightly _____ Weekly _____ Monthly
(Please put specific dates: _____)

Off Season Rates: _____ Nightly _____ Weekly _____ Monthly
(Please put specific dates: _____)

- 3.) Upperhand Club is authorized to deduct from the Owner's return, prior to payment to the Owner, the following if applicable:
 - a) Upperhand Club's commission, which will be 10%, of the above posted rates.
 - b) Any expense that Upperhand Club has had to incur in preparation for, or during a guests stay, in order to meet the standards outlined in the Owner's Agreement and the Owner's Policy and Procedures.
 - c) Any refund of money made to the Guest with regards to the Owner Agreement.
- 8.) Upperhand Club will forward to the Owner all monies received in accordance with the Owner's return, within **seven business days of the guest arrival**. A statement itemizing the payment will be forwarded.
- 9.) **Guest Cancellation** — If a cancellation is made prior to 45 days from the check-in date, the guest will be refunded the reservation deposit. If a Guest cancels inside the 45 days from the check-in date, or fails to pay the balance due, there will be no refund to the guest and in this case Upperhand Club is not responsible to pay the owner the full confirmed rental income. The owner will receive their percentage of the deposit collected by Upperhand Club.
- 10.) **Owner Cancellation** — If the Owner cancels a confirmed reservation outside 45 days prior to check-in date of the guest or if the property is rendered uninhabitable, other than as a result of a default by the Guest or invitee of the Guest, Upperhand Club will refund to the Guest all monies received with regards to the reservation and the booking is considered void. If the Owner cancels a confirmed reservation inside 45 days for any of the above reasons Upperhand Club will use its best efforts to find a comparable property that is agreeable to the Guest. In the event that this is not possible, the Owner will be responsible for a 25% rebooking fee payable to Upperhand Club.

Upperhand Club will use its best efforts to collect for damages and any other amounts owing under the Guest Agreement. However, any loss attributable to uncollected or unobtainable damage amounts or any other sum shall be attributable to the Owner and the Owner shall make no claim against Upperhand Club with respect to any loss suffered there from.

Any dispute arising from between the Guest and Upperhand Club with respect to the Deposit will be referred to and dealt with directly between the Owner and the Guest. The Owner must pursue directly with the Guest any amount claimed by the Owner that exceeds the Deposit. Upperhand Club will be at liberty to return the Deposit to the Guest in the event Upperhand Club, acting reasonably, believes that the instructions received from the Owner are unreasonable. In the event that Upperhand Club returns the Deposit to the Guest pursuant to the provisions hereof or the Guest Agreement, Upperhand Club shall not be liable in any way for this amount, unless it is determined by a court of competent jurisdiction that Upperhand Club was grossly negligent or fraudulent in the return of the Deposit to the Guest.

Owner's Obligations

The Owner Agrees to honour all confirmed reservations of the property made in accordance with this Agreement. In the event the Owner wishes to sell the property, the Owner must inform Upperhand Club forthwith. In the event the Owner sells the property during the term of this Agreement, the Owner will cause the purchaser of the property to honour any existing bookings of the

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Property. In the event the Owner cancels a reservation without the written consent of Upperhand Club during the term of this Agreement, Upperhand Club shall be permitted to retain any and all sums of money held by Upperhand Club on behalf of the Owner and will be entitled to deduct any and all damages resulting from the Owner's breach of this Agreement from such sums held.

The Owner agrees to maintain the property in a clean, safe and habitable condition suited for its intended purpose. The Owner agrees to maintain and uphold the expectations and requirements of the Home Owner Policies and Procedures and the Home Amenities List.

In the event a Guest is unable to inhabit the property for any reason, including without limiting, the property being in poor repair or condition due to inadequate or damaged utilities, pest infestation, or if the property is not reasonably inhabitable for any other reason not caused by the Guest, the Owner will permit Upperhand Club to refund all money received in respect of the Guest rental to the Guest. In the event the Guest occupies the property, but the property is unsatisfactory for any reason, whether material or not, whether by defect or misrepresentation, at the sole determination, acting reasonably, Upperhand Club shall be at liberty to return part or all of the money received from the Guest with respect to the booking, as compensation for the Guests' dissatisfaction.

Termination of Agreement

This Agreement shall continue in full force and effect for a period of one (1) year from its effective date. This Agreement shall be renewed automatically for succeeding terms of one (1) year each, unless either party gives written notice to the other at least thirty (30) days prior to the expiration of any term hereof of an intention not to renew this Agreement.

Either party upon material default may terminate this Agreement by giving five days written notice. In the event that no default has occurred, either party may terminate this Agreement by providing thirty days written notice. Upon such termination, the Owner and Upperhand Club will be obligated to honour all existing reservations outstanding. Upon termination of this Agreement the Owner agrees not to rent, directly or indirectly, the property to any Guest who originally rented the Property through Upperhand Club during the term of this Agreement for a period of one year following the termination of this Agreement. The parties agree that the provisions of this clause shall survive the termination of this Agreement.

Limitation of Liability

The Owner accepts that Upperhand Club is an agent to find guests for the property and to provide services as set out in the Agreement. As such, Upperhand Club, whether negligent or not, has and will have no obligation.

Indemnity

The Owner agrees to indemnify and save harmless Upperhand Club and its directors, officers and employees and any authorized agents from any and all claims, actions, liability, loss, costs or damages of any kind whatsoever (including legal fees on a full indemnity basis) pertaining to, arising from or relating in any way to the property or the reservation or use thereof, including, without limiting the generality of the foregoing, any claims by the Guest or by cleaners, contractors, gardeners or any other party or person for costs, loss of physical or mental enjoyment, for loss or damage of property, death or injury and the Owner agrees to defend Upperhand Club at the Owner's expense in any litigation arising therefrom. Upperhand Club agrees to indemnify and save harmless the Owner from any and all third party claims arising from or in any way related to gross negligence or fraud by Upperhand Club in the execution of its duties and responsibilities under this Agreement.

Any notice under this Agreement will be given in writing to the address referred to on the front page of this Agreement or such other address as advised in writing to the other party.

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada. In this Agreement, the singular will include the plural. If there is more than one Owner, the covenants and agreements of the Owner herein are joint and several covenants of all persons comprising the Owner. This Agreement and any other writing delivered pursuant hereto may be executed in any number of counterparts with the same effect as if all parties to this Agreement or such

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other writing had signed the same document and all counterparts will be construed together which constitute one and the same instrument.

This Agreement shall endure to the benefit of and be binding upon the respective legal representatives, successors and permitted assigns of the parties.

Please Note: Charges on credit cards are shared proportionally between the Owner and Upperhand Club. These rates are subject to change without notice in accordance with the current rates of the applicable credit card company.

Upperhand Club Signatory

UPPERHAND CLUB, Trinity East Investments LTD.

AUTHORIZED HOME OWNER SIGNATORY

Home Owner's Name -- Please Print

DATE _____

Property Owner Information

Property Owner Name: _____ 2nd Home Owner Name: _____

Property Owner Address: _____ City: _____

Province/State: _____ Country: _____ Postal Code: _____

Home Phone: _____ Cellular Phone: _____ Home Fax: _____

E-mail Address: _____ 2nd E-mail Address: _____

Property Owner Payment Information

Cheques Payable To: _____

Cheques sent to (home address or bank address): _____

Special Instructions: _____

Transit Number: _____ Institution Number: _____ Account Number: _____

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Local Property Contact Information

Is this the same as Property Owner Information? YES IF YES, PLEASE SKIP SECTION.

Local Property Contact Name: _____

2nd Local Contact Name: _____

Local Contact Address: _____

City: _____ Province/State: _____ Country: _____

Postal Code: _____ Home Phone: _____ Cellular Phone: _____

Fax Number: _____ E-mail Address: _____

Booking Contact Information

Is it the same as Homeowner Information? YES IF YES, PLEASE SKIP SECTION.

Contact Name: _____ Telephone: _____ Cellular: _____

Rental Property Information

Street Address: _____

City: _____ Province/State: _____

Postal Code/Zip Code: _____ Country: _____

Unit Phone Number (Mandatory): _____

Are Children Allowed? YES NO (circle one) Are Pets Allowed? YES NO (circle one)

Comments: _____

Is the property available for rental year round? YES NO (circle one)

Details: _____

Damage Deposit Expected: \$ _____ Dates Unavailable: _____

Property Details (Please circle one)

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Type of Property: House Condo Cabin B&B Yacht Other: _____

Square Footage: _____ Acreage/Lot Size: _____ How many floors? _____

Bedrooms (Please note if you are renting your place per bedroom please fill out the rates)

Bedroom 1: _____ (x____) / _____ / _____ Bed type Rate/night /week	Bedroom 5: _____ (x____) / _____ / _____ Bed type Rate/night /week
Bedroom 2: _____ (x____) / _____ / _____ Bed type Rate/night /week	Bedroom 6: _____ (x____) / _____ / _____ Bed type Rate/night /week
Bedroom 3: _____ (x____) / _____ / _____ Bed type Rate/night /week	Bedroom 7: _____ (x____) / _____ / _____ Bed type Rate/night /week
Bedroom 4: _____ (x____) / _____ / _____ Bed type Rate/night /week	Bedroom 8: _____ (x____) / _____ / _____ Bed type Rate/night /week

Bathrooms (Please check selection for bathroom amenity in Bathroom 1-8 breakdown)

Total Number of Bathrooms: _____ **Total Number of Bathtubs:** _____

Total Number of Showers: _____ **Total Number of Toilets:** _____

Total Number of Jacuzzi's: _____ **Total Number of Sinks:** _____

Bathroom #1: Floor level _____ Bathtub _____ / Jacuzzi Tub _____ / Shower _____ / Toilet _____

Bathroom #2: Floor level _____ Bathtub _____ / Jacuzzi Tub _____ / Shower _____ / Toilet _____

Bathroom #3: Floor level _____ Bathtub _____ / Jacuzzi Tub _____ / Shower _____ / Toilet _____

Bathroom #4: Floor level _____ Bathtub _____ / Jacuzzi Tub _____ / Shower _____ / Toilet _____

Bathroom #5: Floor level _____ Bathtub _____ / Jacuzzi Tub _____ / Shower _____ / Toilet _____

Bathroom #6: Floor level _____ Bathtub _____ / Jacuzzi Tub _____ / Shower _____ / Toilet _____

Bathroom #7: Floor level _____ Bathtub _____ / Jacuzzi Tub _____ / Shower _____ / Toilet _____

Bathroom #8: Floor level _____ Bathtub _____ / Jacuzzi Tub _____ / Shower _____ / Toilet _____

Property Amenities (Please check 'YES' or 'NO' and the number in the unit for the following items)

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Property Amenities	Yes	No	Number	Property Amenities	Yes	No	Number
Air Conditioning				Floor Level			
Alarm System				Hot Tub			
Balcony				Microwave			
BBQ Grill				Office/Den			
Beach Access				Piano			
Cable Internet				Pool Table			
Cable TV				Satellite TV			
Computer				Sauna			
Dishwasher				Stereo			
Dock/Wharf				Swimming Pool			
DVD Player				TV			
Exercise Room				Washer/Dryer			
Fireplace, Wood/Gas				Wireless Internet			

Guest Access Instructions

Property Access Instructions: Lockbox Power locks Personal Check-in (please circle one)

Access Codes: _____ Lock location other than door: _____

Alarm System: YES NO (circle one) Code: _____ Number/Password: _____

Are any other instructions needed regarding the alarm/security system? If so, please list:

Parking Instructions

Number of parking spaces: _____ Parking Space # _____ Garage door opener required? YES NO

Underground Secured Parking Driveway (check ones that apply)

Please provide any additional instructions regarding guest access to parking:

Cleaning

Property has to be cleaned before and after the Upperhand Club's guests stay

Guest Privacy

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Will there be any other people on the property during the guests' stay? (For example, are there any other accommodations on the property that will or may be occupied by other guests, live in caretaker, family, friends, or homeowner?) YES NO (circle one)

If YES, please provide details:

Owner Privacy

Is your property rented exclusively through Upperhand Club? YES NO (circle one)

Do you have a private or with another company web page listing your property? YES NO (circle one)

Website Address of Listing:

Property Name

You may provide Upperhand Club with three suggestions for naming your property on our website. Please review the property names currently being used on our site to help eliminate the possibility of duplication. We are not able to use the same property name for our listing that is being used for your property on your personal rental website or the listing with any other rental company. There is no guarantee that we will be able to use the names suggested.

Property Description (Please send via email)

Please take the time to provide Upperhand Club Vacation Group with a personalized description of your vacation property. Please include descriptions of all rooms and views from your property and other details and highlights unique to your property such as specialty accessories, artwork, furnishings, bedding, bathroom, garden, fitness and pool details, etc. Mention any beach, water or slope access information and provide particulars on any nearby amenities such as grocery stores, restaurants, galleries, tourist attractions, shopping areas, universities, hospitals, and so on. Lastly, highlight any annual recreational or cultural activities taking place in your community. This description will be posted on our website under the property photos and will provide prospective guests with a much better idea of the uniqueness of your property and a good feel for the surrounding area.

Since you are the most familiar with the property, filling out the property description will ensure the vacation specialists can accurately describe the property in detail to prospective guests.

Please send your description via email to info@upperhandclub.com to ensure a complete and accurate listing for your property.

Property Amenities Checklist

The following list identifies all the required items for a Upperhand Club property. These items help to ensure the comfort of guests in your property and enable you to have the greatest success in renting your property.

Kitchen...

- _____ 8 place settings of dishes: dinner plates, side plates, bowls, saucers
- _____ 8 place settings silverware
- _____ Glasses (8 of each: wine glasses, water glasses, high ball glasses)
- _____ 8 coffee mugs
- _____ Steak knives
- _____ Kitchen knives (chopping, serrated edge, paring)
- _____ Large cutting board
- _____ Serving spoons
- _____ Spatulas
- _____ Vegetable peeler
- _____ Wooden spoons
- _____ Pyrex Bowls
- _____ Cheese grater
- _____ Colander
- _____ Corkscrew, bottle opener
- _____ Can opener
- _____ Cookie sheets
- _____ Mixing and serving bowls
- _____ Pots and pans (frying pan +large & small pots)
- _____ Juice pitcher
- _____ Garbage cans
- _____ Roasting pan
- _____ Dish drying rack
- _____ Dish towels and dish clothes (8 of each)
- _____ Oven mitts
- _____ Microwave
- _____ Coffeemaker w/coffee filters
- _____ Blender

Property Amenities Checklist

Kitchen Continued...

- _____ Tea Kettle
- _____ Measuring spoons & cups
- _____ Mixing bowls
- _____ Pot holders
- _____ Garbage bags (Initially supplied)
- _____ Paper towels (Initially supplied)
- _____ Dishwasher detergent (Initially supplied)
- _____ Dish washing liquid (Initially supplied)
- _____ Salt and Pepper
- _____ Sugar and sugar bowl
- _____ Additional spices (optional)
- _____ Floor lamp
- _____ TV Stand/Entertainment Center
- _____ TV/VCR/DVD/Stereo
- _____ Telephone
- _____ Plants
- _____ Additional Items:

Dining Room...

- _____ Dining Table
- _____ Center Piece
- _____ Pictures
- _____ Buffet/Cabinet (Optional)
- _____ Others:

Den...

- _____ Computer workstation w/ chair
- _____ Floor lamp
- _____ Sofa bed w/ linen & bedding (Optional)

Barbeque...

- _____ Gourmet BBQ plus full accessory set (tongs, fork, sauce brush & cleaning brush)
- _____ Propane or briquettes

Property Amenities Checklist

Bathrooms...

- _____ Bath mat
- _____ Toilet paper holder & toilet paper stock
- _____ Toothbrush holder
- _____ Bath towels
- _____ Face towels
- _____ Hand towels
- _____ Plunger
- _____ Hair Dryer

Bedrooms (items necessary per bedroom)...

- _____ Beds in new condition: mattresses with mattress covers and pad, (king size preferable)
- _____ Bed Frame and headboard
- _____ Matching sheets and pillow cases (2 sets for each bed including hide-a-beds)
- _____ 2 sets (per sleeper) of good quality pillows with protectors (for each bed)
- _____ Comforter set
- _____ 1 or 2 Night tables
- _____ 1 or 2 Table lamps
- _____ Dresser with mirror
- _____ Alarm Clock radio
- _____ Pictures and frames
- _____ Waste paper basket
- _____ Windows must have blinds or drapes

Laundry...

- _____ Washer / Dryer
- _____ Iron
- _____ Ironing board
- _____ Laundry basket
- _____ Dustpan with brush
- _____ Laundry detergent (Initially Supplied)

Additional items:

Property Amenities Checklist

Cleaning and replenishing supplies...

- _____ Dish soap (Ecological, natural cleaners please)
- _____ Dishwasher soap (Ecological, natural cleaners please)
- _____ Laundry soap (Ecological, natural cleaners please)
- _____ Soft soap replacements
- _____ Bath soap (bars)
- _____ Toilet paper
- _____ Paper towel
- _____ Light bulbs
- _____ Window cleaner (Ecological, natural cleaners please)
- _____ Natural household disinfectant
- _____ J cloths or clean rags
- _____ Broom and dustpan
- _____ Vacuum cleaner and vacuum bags

Miscellaneous...

- _____ Children's creative play kit
- _____ Board games & puzzles
- _____ Book & magazine selection (Optional)
- _____ CD collection (Optional)
- _____ DVD library (Optional)
- _____ Fire extinguishers (Canadian fire safety guidelines)
- _____ Smoke detectors (Canadian fire safety guidelines)
- _____ Flashlight with good batteries
- _____ First aid kit
- _____ Candles, sturdy holders and matches
- _____ Wood pre-cut for fireplaces and woodstoves (and kindling)
- _____ Pens and paper

Please list any additional accessories, furnishings, supplies, etc:
