

Property Management Agreement Aqua Resort

This Agreement is drafted in English. A French translation may be provided for convenience; however, the English version shall prevail in case of conflict.

This Agreement is entered into and made effective as of [DATE], by and between:

[ENTITY TO BE DETERMINED], a company to be established within the NOVA group to manage the AQUA Resort rental program (hereinafter referred to as the “Agency”),

and

[OWNER FULL NAME],
residing at [OWNER ADDRESS],
Phone: [PHONE],
Email: [EMAIL]

(hereinafter referred to as the “Client”).

Property Covered by this Agreement:

This Agreement pertains specifically to the following property(ies) owned by the Client and managed by the Agency:

Unit(s): [UNIT NUMBER], located at Aqua Resort, Cupecoy, Sint Maarten.

Additional units may be added upon mutual written agreement.

1. Scope of Services

The Agency provides property management services to owners of residential property units within the Aqua Resort development. These services include:

- Rental Services: marketing, advertising, booking management, pricing optimization, and guest coordination
- Housekeeping Services: coordination of cleanings before, during, and after guest stays
- Laundry Services: linen cleaning and replacement
- Guest Reception: check-in/check-out assistance, welcome gift and lobby greeting
- Maintenance Support: minor repairs, inspections, and emergency coordination
- Owner Assistance: access to a real-time owner portal for calendar management and service coordination

The Client agrees to engage the Agency for these Property Management Services, and the Agency agrees to provide them under one of the following two options:

1.1 Full-Service Option

The Agency manages all aspects of the rental, including advertising, guest communication, booking, payment collection, check-in/check-out, and guest support, room tax collection and payment to the local authorities. Identity verification is conducted prior to arrival, and at check-in.

1.2 Self-Service Option

The Client manages advertising, guest communication, and booking directly.

The Agency welcomes guests at the lobby, performs ID verification at check-in, and provides housekeeping coordination. Cleaning and laundry are charged to the Client.

In both options, the Agency will:

- Provide a welcome basket
- Supply complimentary premium toiletries and essentials
- Coordinate cleaning and laundry services
- Assist guests with check-in and check-out logistics

By default, the Agreement shall begin under the Full-Service Option. At any time, the Client may request to switch to the Self-Service Option, or combine both options, by simple written notice (e.g., email), unless otherwise defined in the Special Conditions.

2. Term and Flexibility

This Agreement remains in effect unless terminated or paused by written request from the Client or by the Agency. The Client may request to pause or end the rental activity at any time with 30-day written notice. However, the Client agrees to honor all existing guest bookings as scheduled. During any paused or inactive period, the Client shall not rent or market the Property through any third-party platform, agency, or individual, nor manage bookings directly.

2.1 Sale or transfer

In the event of a sale or transfer of the Property, the Agreement shall automatically terminate upon transfer of ownership. However, the Client agrees to:

- promptly notify the Agency of the sale, listing status, and closing date;
- coordinate all property showings through the Agency to avoid disturbing current guests;
- inform the buyer that any prebooked guest reservations must be honored

The Client further agrees that any special conditions stated in the deed or any developer agreements, including participation in a rental program or exclusive management terms, will continue to apply to the new owner unless formally waived in writing by the Agency.

All commissions for existing bookings shall remain due to the Agency.

2.2 Booking Conflicts and Owner Responsibility

Cancellation or failure to inform the Agency of blocked dates or necessary maintenance that results in guest relocation shall be at the Client's expense.

2.3 Guest Relocation and Unforeseen Events

If the Property becomes unfit for rental or guest stay—whether due to maintenance issues, emergencies, or other unforeseen circumstances—the Agency may be required by booking platforms or guest expectations to arrange alternative accommodations. In such cases, the Agency will assist to the best of its ability, but all associated costs (including rebooking, relocation, or compensation) shall be borne by the Client. The Agency shall not be held liable for any resulting losses, refunds, or claims.

2.4 Termination by the Agency

The Agency reserves the right to terminate this Agreement with immediate effect upon written notice to the Client in the event of:

- material breach of this Agreement,
 - negligence or failure to maintain the Property in a condition fit for rental,
 - repeated guest complaints directly linked to the Client's failure to act,
 - failure to settle outstanding payments or reimbursements within 30 days of notice,
 - or any conduct by the Client that damages the reputation or operations of the Agency.
- In such cases, the Client remains responsible for honoring all existing guest bookings and for covering any relocation or compensation costs required.

3. Availability & Owner Use

3.1 Calendar Management

The Client may block dates for personal use or for guest stays through the Agency's real-time owner portal and is solely responsible for creating, editing, deleting, and managing these periods. Only the portal serves as the official calendar.

3.2 Guest Priority

Confirmed bookings prior to a block request take precedence over personal use.

3.3 Applicability

Clause 3.2 does not apply to Clients who select the Self-Service Option.

3.4 Cleaning Charges

Cleaning fees apply for both owner and guest-of-owner stays, as outlined in the service model.

4. Financial Terms

4.1 Commission

The Client agrees to compensate the Agency for its services based on a commission structure defined by the selected service option as outlined below. The commission is calculated on the value of the rent (nightly rate multiplied by the number of nights) and does not apply on additional amounts collected from guests such as room tax, cleaning fees, or other surcharges.

- Full-Service Option: 25% of gross rental income
- Self-Service Option: 15% of gross rental income

4.2 Net Proceeds & Authorized Expenses

Monthly payouts to the Client will reflect gross rental income minus the applicable commission and any authorized or incurred expenses related to the Property. These may include minor repairs, maintenance work, supply restocking, emergency interventions, or other services requested or approved by the Client. Cleaning and laundry are typically charged directly to the guest unless otherwise specified.

4.3 Maintenance Reserve

The Client agrees to maintain a maintenance reserve of \$500, which will be replenished monthly if used.

4.4 Repair Authorization

The Agency may carry out repairs and incur expenses solely for the purpose of ensuring the Property remains in suitable condition for rental and to accommodate guest needs. This includes addressing urgent or essential issues that may impact the quality of stay or the Property's operability. The Agency is authorized to proceed:

- Without prior approval for expenses up to \$250
- Up to \$1,000 in emergency situations requiring immediate action to protect the guest experience or avoid further damage

4.5 Monthly Reporting & Distributions

The Agency will issue a monthly financial report summarizing rental income, deductions, and the net amount payable. The Agency will transfer the Net Proceeds or an amount specified to a bank account designated by the Client. Any bank transfer costs will be for the account of the Client. One wire transfer maximum per unit will occur monthly by the Agency.

4.6 Courtesy Repairs

The Agency provides, as a courtesy, minor repairs under \$25 for dishware and small guest-use items, not including wear and tear.

4.7 Revenue Shortfall

In the event the rent collected by the Agency is insufficient to cover the Rental Fee and the incidental expenditures during a period for which a Financial Owner Report has been prepared, the Client will pay the deficit to the Agency within 30 days after the Financial Report has been approved or is considered to have been approved, or the amount due will be deducted on the next Financial Owner Report.

If the Client fails to pay the outstanding balance within the 30-day period, the Agency reserves the right to apply a late payment fee of 3% per month (or part thereof) on the unpaid amount until full settlement is received

4.8 Long-Term Rentals

For any rental booking of 30 consecutive nights or more, the commission under the Full-Service Option shall be reduced to **12% of the rent value** (excluding fees and taxes).

Long-term rentals are considered outside the scope of short-term hospitality service and therefore **do not include** the following services:

- Welcome basket
- Premium toiletries and essential supplies
- Check-in/check-out management at the lobby
- Cleaning and laundry coordination
- Tax collection or remittance on behalf of the Client

Any additional services required by the Client for long-term guests may be arranged separately and billed accordingly. The Agency and Client may agree in writing on a tailored scope of services when accepting long-term bookings..

5. Maintenance and Property Standards

5.1 Owner Responsibility & Liability Limitation

The Client is responsible for maintaining the Property in good, habitable condition, including carrying out preventive maintenance. This includes, but is not limited to: keeping the air conditioning system on dehumidification mode, scheduling regular AC cleaning, refreshing interior paint as needed, and performing deep cleaning when recommended by the Agency. For Clients under the Full-Service Option, the Agency may coordinate and perform these maintenance tasks on the Client's behalf, with related costs subject to prior approval when applicable.

The Agency shall not be deemed in breach of this Agreement if its failure to perform the Property Management Services is the result of matters beyond its reasonable control. The Agency shall not be liable for any damages resulting from the failure to perform its Property Management Services in accordance with the terms of this Agreement, except due to the Agency's gross negligence or willful misconduct. Notwithstanding anything contained in this Agreement, the Agency shall not be liable for any special, incidental, or consequential damages arising in connection with the performance of its duties hereunder.

5.2 Inspections

The Agency will conduct regular property inspections and issue maintenance recommendations.

5.3 Guest Relocation Due to Maintenance Neglect

If guest relocation is required due to unresolved maintenance issues that were previously flagged by the Agency, the Client shall bear all related costs.

6. Damage & Liability

6.1 The Agency will pursue reimbursement for guest-caused damage through platform security deposits or insurance protections, where applicable, and within the timeframes allowed by the respective platform policies. The Agency shall not be held responsible for any unsuccessful claims made outside these defined windows.

6.2 The Agency shall not be held liable if recovery efforts are unsuccessful despite reasonable attempts.

6.3 The Client shall maintain liability insurance suitable for short-term rentals and shall indemnify the Agency unless gross negligence can be proven.

6.4 Property Insurance Requirement

The Client agrees to maintain an active insurance policy covering seasonal rentals for the Property. This policy must include, at a minimum, civil liability coverage for rental activities, damage caused by guests, and any risks associated with short-term occupancy. The Agency shall not be held liable for any loss, damage, or claim that would otherwise be covered under such an insurance policy but is not due to the Client's failure to maintain appropriate coverage.

7. Confidentiality & Data Use

7.1 All operational, financial, and guest-related data shall be kept confidential.

7.2 Each party agrees not to use the other's name, brand, or confidential content in promotions without written approval.

8. Legal Framework

8.1 This Agreement shall be governed by the laws of Sint Maarten.

8.2 Disputes shall be handled by the Court of First Instance in Sint Maarten.

8.3 The prevailing party in any dispute is entitled to recover reasonable legal and court fees.

9. Miscellaneous

9.1 Notices are valid when sent by email or courier and deemed received after 10 business days.

9.2 This Agreement supersedes any prior written or oral agreement between the parties.

9.3 Any amendments must be made in writing and signed by both parties.

9.4 Service Updates and Modifications

The Client acknowledges that certain operational elements of the services provided—such as specific inclusions, pricing, or service structure—may evolve over time to adapt to market

conditions, partner requirements, or internal improvements. The Agency will notify the Client in writing of any material changes to the services, inclusions, or related charges at least 14 days in advance of implementation. Continued use of the services following such notice will be deemed acceptance of the updated terms.

9.5 Force Majeure

The Agency shall not be held liable for any delay, disruption, or failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to: natural disasters, hurricanes, floods, fires, pandemics, war, civil unrest, utility failures, or governmental restrictions.

In such cases, the Agency shall not be responsible for indemnifying the Client or covering any losses related to cancelled or interrupted guest stays, nor for any loss of rental income or consequential damages resulting from such events.

Appendix 1: Property Management Fee Structure

Full-Service Option (25%) includes:

- Marketing, booking, communication, and payment collection
- Professional photography
- Guest identity verification pre-arrival and upon arrival
- Welcome basket
- Premium toiletries and essential supplies
- Check-in/check-out management at the lobby
- Cleaning and laundry coordinated and charged to guest
- Maintenance oversight and emergency repairs
- Monthly reporting and payout
- Tax collection from guests or booking platforms and payment to local authorities

Self-Service Option (15%) includes:

- Lobby welcome, guest identity verification and key handling upon arrival
- Cleaning and laundry coordinated by Agency and invoiced to Client
- Welcome basket
- Premium toiletries and essential supplies

Extra Charges:

Expenses related to repairs or planned maintenance will be charged on an as-needed basis if required to ensure the rentability of the apartment, to preserve guest comfort, or in the case of an emergency.

Appendix 2: Special Provisions

IN WITNESS WHEREOF, the parties have executed this Agreement:

The Agency [ENTITY NAME]

By:

Name: _____

Title: _____

Date: _____

Signature: _____

The Client

By:

Name: _____

Date: _____

Signature: _____