

VIP BNB

Host Services Agreement — Amenity Rental, Guest Concierge, Liability Allocation, and Host Responsibilities

This Host Services Agreement (“Agreement”) is entered into by and between VIP BNB, LLC, a California limited liability company (“VIP BNB”), and the undersigned property owner, property manager, short-term rental host, or authorized representative (“Host”). VIP BNB and Host may each be referred to as a “Party” and collectively as the “Parties.”

1. Purpose of Agreement

VIP BNB provides optional guest-facing amenity rental, delivery, setup, concierge, and related services for guests staying at short-term rental, vacation rental, furnished rental, or other hospitality properties. The purpose of this Agreement is to allow guests staying at Host’s property to order approved amenities and services through VIP BNB, including beach equipment, bicycles, e-bikes, surfboards, boogie boards, wagons, fire pits, grocery delivery and setup, baby equipment, recreational items, and other guest conveniences. Host desires to offer VIP BNB’s services as an optional enhancement for guests, and VIP BNB desires to provide such services under the terms of this Agreement.

2. Independent Business Relationship

VIP BNB is an independent business and is not an employee, agent, partner, joint venturer, broker, property manager, co-host, or representative of Host. Nothing in this Agreement creates a partnership, employment, franchise, agency, or joint-venture relationship between the Parties. VIP BNB does not manage, operate, lease, rent, advertise, or control Host’s property. Host remains solely responsible for the operation, licensing, maintenance, compliance, guest screening, rental agreements, occupancy, house rules, insurance, and legal use of the property.

3. Host Authorization

Host authorizes VIP BNB to offer approved amenities and services to guests staying at Host’s property, subject to this Agreement. Host may choose which categories of amenities or services are permitted at the property. VIP BNB may, in its discretion, decline to offer certain items or services based on property limitations, availability, local restrictions, safety concerns, insurance issues, operational feasibility, or business judgment. Host represents that Host has the authority to enter into this Agreement and to permit VIP BNB to provide services to guests at the property.

4. No Guarantee of Orders or Revenue

VIP BNB does not guarantee that any guest will place an order, that any particular amount of revenue will be generated, or that Host will receive any specific financial benefit. Any host revenue share, referral fee, or other compensation must be agreed to in writing between the Parties. Unless otherwise stated in a separate written schedule, Host is not entitled to compensation merely because VIP BNB services are made available to guests.

5. Guest Orders and Guest Agreements

Guests who order VIP BNB amenities or services will be required to accept VIP BNB’s separate guest rental agreement, liability waiver, assumption-of-risk agreement, payment terms, and damage

policy. Host acknowledges that VIP BNB's relationship with the guest is separate from Host's relationship with the guest. VIP BNB may refuse, cancel, suspend, or modify any guest order if it determines, in its reasonable discretion, that the order creates safety, legal, payment, property, or operational concerns or unacceptable risk.

6. Host Responsibilities

Host is responsible for:

1. Maintaining the property in a safe, lawful, clean, and reasonably accessible condition.
2. Ensuring that Host has all required licenses, permits, registrations, approvals, insurance coverage, and legal authority to operate the property as a short-term, vacation, or furnished rental.
3. Ensuring that the use of VIP BNB services at the property does not violate any lease, HOA or condominium rule, municipal code, zoning restriction, coastal regulation, insurance policy, platform rule, or other legal or contractual obligation.
4. Informing VIP BNB in writing of any property-specific restrictions, including restrictions on bikes, e-bikes, fire pits, beach equipment, deliveries, storage, quiet hours, parking, access, stairs, elevators, gated entry, pets, minors, and maximum occupancy.
5. Providing accurate access instructions if VIP BNB is permitted to deliver, stage, set up, retrieve, or store items at the property.
6. Notifying guests that VIP BNB is a separate third-party service provider and that its services are optional.
7. Maintaining the insurance coverage required under Section 16.
8. Ensuring that the property is suitable for safe delivery and retrieval of rental items, including safe stairs, paths, driveways, gates, lighting, and access points.
9. Promptly notifying VIP BNB of any guest complaint, injury, damage claim, incident, missing item, violation, or unsafe condition related to VIP BNB services.

7. VIP BNB Responsibilities

VIP BNB is responsible for:

1. Providing services in a commercially reasonable manner.
2. Delivering, setting up, retrieving, or coordinating rental items and services ordered and paid for by guests, subject to availability and operational limitations.
3. Maintaining reasonable procedures for guest agreements, waivers, payments, deposits, damage charges, and guest communications.
4. Taking reasonable care when entering or accessing the property, where access is authorized.
5. Using reasonable efforts to avoid damage to Host's property during delivery, setup, retrieval, or service activity.
6. Requiring guests to accept VIP BNB's applicable guest terms before using rented equipment, where applicable.
7. Maintaining commercially reasonable business practices for rental equipment safety, cleaning, inspection, delivery, and retrieval.

VIP BNB does not guarantee that guests will use equipment safely, comply with local laws or Host's house rules, supervise minors, avoid damage, or return items in proper condition.

8. Local Laws, Rules, and Regulations

Host understands that certain amenities or services may be subject to local laws, ordinances, restrictions, permits, fire codes, beach and park rules, coastal regulations, HOA rules, platform rules, or other legal requirements. Host is responsible for confirming whether specific amenities may be used at or near the property. VIP BNB is not responsible for advising Host or guests regarding local law, municipal codes, beach regulations, fire restrictions, e-bike or helmet rules, curfews, alcohol or noise rules, open-flame restrictions, parking restrictions, HOA rules, or other property-specific limitations. Host must notify VIP BNB in writing if any equipment or service is not permitted at the property or surrounding area.

9. Equipment and Amenity Use

VIP BNB may offer rental or use of items such as bicycles, e-bikes, surfboards, boogie boards, beach chairs, umbrellas, coolers, wagons, paddleboards, fire pits, games, baby equipment, and other guest amenities. Host acknowledges that recreational equipment carries inherent risks, including injury, death, property damage, theft, misuse, collisions, falls, ocean-related injury, burns, fire, equipment malfunction, allergic reactions, food spoilage, and improper use by guests. VIP BNB will require guests to assume responsibility for their own use of rented equipment. Host agrees that VIP BNB is not responsible for injuries or damages caused by guest misuse, reckless conduct, intoxication, failure to follow instructions, illegal activity, unauthorized users, use by minors, use outside approved areas, or use contrary to applicable laws or rules.

10. Fire Pits and Open-Flame Items

If fire pits or other flame-related items are made available, Host acknowledges that these items involve increased risk. Host is responsible for determining whether fire pits, open flames, propane devices, charcoal devices, wood-burning devices, or similar items are allowed at the property, on patios, balconies, rooftops, decks, beaches, parks, common areas, or nearby public spaces. VIP BNB may decline to offer fire pits or flame-related items at any property for any reason. Where such items are offered, guests must comply with VIP BNB's guest waiver and all applicable laws, posted rules, fire-department rules, beach rules, HOA rules, and Host's house rules. Host understands that VIP BNB is not responsible for guest misuse of fire pits, including burns, smoke or fire damage, property damage, injury to guests, pets, children, or third parties, illegal or unattended use, improper fuel use, or violation of local rules.

11. Groceries, Food, Beverages, and Put-Away Services

VIP BNB may offer grocery delivery, grocery setup, pantry stocking, refrigerator stocking, or similar convenience services. Host understands that grocery and food-related services may involve risks including allergies, food spoilage, contamination, temperature issues, expiration dates, substitutions, out-of-stock items, third-party delivery errors, and guest dissatisfaction. VIP BNB is not responsible for undisclosed food allergies, dietary restrictions, guest consumption choices, reactions to food or beverages, manufacturer defects, third-party grocery platform errors, or items selected or approved by the guest. Host is responsible for ensuring that refrigerators, freezers, cabinets, countertops, and storage areas are clean, functional, accessible, and appropriate for food storage.

12. Access to Property

If Host authorizes VIP BNB to access the property, Host shall provide accurate access instructions, codes, timing restrictions, parking instructions, gate instructions, and any special limitations. VIP BNB will use reasonable care when accessing the property but is not responsible for pre-existing damage; unsafe access conditions; inaccurate access instructions; locked or inaccessible areas; guest interference; items left in the way of delivery or retrieval; or damage caused by guests, cleaners, contractors, pets, children, third parties, weather, or other causes outside VIP BNB's

reasonable control. Host should not provide VIP BNB with access unless Host has the legal right to do so.

13. Property Damage

VIP BNB will use commercially reasonable efforts to avoid property damage during delivery, setup, and retrieval. If VIP BNB directly causes damage to Host's property through VIP BNB's negligence, gross negligence, or willful misconduct, VIP BNB will reasonably cooperate with Host to evaluate the claim, subject to the limitation of liability in Section 19. VIP BNB is not responsible for property damage caused by guests, unauthorized users, misuse of equipment, normal wear and tear, pre-existing conditions, poor property maintenance, fragile surfaces, inadequate storage areas, weather, theft, vandalism, pets, children, cleaners, contractors, or third parties. Host agrees to notify VIP BNB in writing of any claimed property damage within seventy-two (72) hours of discovery and to provide photos, videos, guest information, cleaner reports, repair estimates, and other relevant documentation. Failure to timely report damage may limit VIP BNB's ability to evaluate the issue.

14. Guest Injury and Third-Party Claims

Host acknowledges that guests are responsible for their own conduct and use of rented equipment and services. VIP BNB is not responsible for injuries, deaths, claims, damages, losses, or expenses arising from guest misuse of equipment; failure to follow instructions; violation of law or local rules; unauthorized users; use by minors without proper adult supervision; ocean, beach, cycling, fire, food, or recreational risks; Host's property conditions; Host's failure to disclose restrictions or unsafe conditions; guest intoxication, recklessness, negligence, or intentional misconduct; or acts or omissions of third parties. VIP BNB requires guests to release and, where permitted, indemnify VIP BNB, Host, property owners, property managers, and related parties to the fullest extent permitted by law.

15. Host Protection and Guest Waivers

VIP BNB will include Host, the property owner, and the property manager as Additional Released Parties and intended third-party beneficiaries in VIP BNB's guest-facing waiver, release, and assumption-of-risk documents, to the extent those parties would otherwise be exposed to liability arising from a guest's voluntary use of VIP BNB services. This is intended to reassure Host that guests using VIP BNB services acknowledge the risks of rental equipment and agree not to hold Host responsible for risks created by the guest's voluntary use of those services. However, Host understands that no waiver can eliminate all risk, that a parent generally cannot waive a minor's own personal-injury claim under California law, and that the enforceability of waivers may vary depending on the facts, applicable law, and public policy.

16. Insurance and Additional Insured

VIP BNB shall maintain, at its own expense, commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering its amenity rental, delivery, and concierge operations. Upon Host's written request, VIP BNB will provide a certificate of insurance and, where commercially available and reasonable, will name Host as an additional insured with respect to claims directly arising from VIP BNB's services at the property.

Host shall maintain, at Host's own expense, property insurance and short-term rental or commercial liability insurance appropriate to Host's rental operation, with limits of not less than \$1,000,000 per occurrence, and shall provide a certificate of insurance upon VIP BNB's reasonable request. Host acknowledges that VIP BNB's insurance does not cover Host's property, business operations, rental activity, or guests generally, and that Host's insurance may not cover VIP BNB's business operations or equipment. Each Party shall provide the other with at least thirty (30) days' written notice of

cancellation or material reduction of required coverage where the Party's policy permits, and the Parties' respective insurance shall be primary as to their own operations.

17. Indemnification by Host

Host agrees to defend, indemnify, and hold harmless VIP BNB, its owners, members, managers, employees, contractors, vendors, agents, insurers, affiliates, successors, and assigns from and against any claims, demands, damages, liabilities, losses, fines, penalties, costs, reasonable attorney's fees, or expenses arising out of or related to: Host's property; Host's short-term rental activity; Host's guests, invitees, cleaners, contractors, pets, or third parties; Host's failure to comply with laws, rules, permits, taxes, licenses, HOA rules, platform rules, insurance requirements, or property restrictions; Host's failure to disclose restrictions or unsafe conditions; property defects, dangerous conditions, inadequate lighting, unsafe stairs or decks, broken gates, poor access, or other premises-related conditions; claims that VIP BNB services were not permitted at the property because of a rule, law, HOA, lease, insurance, or municipal restriction not disclosed to VIP BNB; and Host's negligence, willful misconduct, fraud, misrepresentation, or breach of this Agreement. Host's indemnity obligation does not extend to claims caused by VIP BNB's own gross negligence or willful misconduct.

18. Indemnification by VIP BNB

VIP BNB agrees to defend, indemnify, and hold harmless Host from and against third-party claims, damages, liabilities, losses, costs, and expenses to the extent directly caused by VIP BNB's gross negligence, willful misconduct, or material breach of this Agreement. VIP BNB shall not be required to indemnify Host for claims caused by Host, guests, unauthorized users, property conditions, third parties, local law violations, guest misuse, failure to follow instructions, inherent recreational risks, or matters outside VIP BNB's reasonable control.

19. Limitation of Liability

To the fullest extent permitted by law, VIP BNB shall not be liable for indirect, incidental, special, consequential, punitive, exemplary, or lost-profit damages, including loss of rental income, negative reviews, guest dissatisfaction, platform penalties, loss of business opportunity, emotional distress, reputational harm, or interruption of rental activity. Except for VIP BNB's indemnification obligations under Section 18 and liability arising from VIP BNB's gross negligence or willful misconduct, VIP BNB's total liability to Host under this Agreement shall not exceed the greater of the amount paid by Host to VIP BNB in the three (3) months before the claim, or \$500. This limitation does not apply to liability that cannot legally be limited under applicable law.

20. No Responsibility for Host's Rental Operations

VIP BNB is not responsible for guest bookings, guest screening, rental agreements, occupancy limits, rental permits, transient occupancy tax, security deposits collected by Host, cleaning, maintenance, platform listings, guest reviews, neighbor or noise complaints, HOA disputes, city enforcement actions, property damage unrelated to VIP BNB's direct services, or guest injuries unrelated to VIP BNB's direct services. Host remains solely responsible for operating the property legally and safely.

21. VIP BNB Equipment Ownership

All VIP BNB rental equipment remains the property of VIP BNB or its vendors unless otherwise agreed in writing. Host has no ownership interest in VIP BNB equipment. Host shall not sell, rent,

lend, move, alter, repair, dispose of, store, use, or allow others to use VIP BNB equipment except as expressly authorized by VIP BNB.

22. Lost, Stolen, or Damaged Equipment

VIP BNB may collect deposits, pre-authorizations, or payment information from guests to cover lost, stolen, damaged, misused, or unreturned equipment. Host is not automatically responsible for guest-caused loss or damage to VIP BNB equipment unless Host, Host's agents, cleaners, contractors, employees, or property representatives caused or contributed to the loss or damage. Host agrees to reasonably cooperate with VIP BNB in identifying guests responsible for missing or damaged equipment, including by providing relevant booking dates, guest contact information where legally permitted, cleaner reports, photos, videos, or platform communications.

23. Authorized Users Only

VIP BNB rental equipment may be used only by authorized guests who have accepted VIP BNB's terms, waivers, and rental conditions. Host shall not permit neighbors, visitors, cleaners, contractors, unauthorized guests, unsupervised minors, or other third parties to use VIP BNB equipment. Host agrees to include appropriate language in house rules, welcome materials, or guest communications stating that VIP BNB equipment may only be used by authorized users who have completed VIP BNB's rental process.

24. Children and Minors

Host acknowledges that some equipment may be unsafe or inappropriate for minors. VIP BNB does not supervise children or minors; parents, guardians, and adult guests are solely responsible for supervising minors and determining whether any item is appropriate for use. Host shall not represent that VIP BNB equipment is suitable for children unless VIP BNB has specifically approved that representation in writing.

25. Guest Communications

Host may provide guests with VIP BNB links, QR codes, brochures, digital materials, or other information. Host shall not alter VIP BNB's terms, pricing, waivers, policies, marketing materials, or service descriptions without VIP BNB's written approval, and shall not make promises on behalf of VIP BNB regarding availability, delivery times, refunds, safety, suitability, legality, or guest outcomes.

26. Marketing and Use of Property Information

Host authorizes VIP BNB to identify Host's property internally for operational purposes and, with Host's permission, to create property-specific amenity menus or guest ordering pages. VIP BNB may not publicly advertise Host's property address, photos, listing, or name without Host's permission, except as necessary to fulfill guest orders or provide services. Host may allow VIP BNB to use property photos, listing names, or approved descriptions for guest-facing materials, subject to written approval.

27. Confidentiality

Each Party may receive confidential or non-public information from the other, including guest information, access codes, pricing, business methods, property details, financial terms, and operational processes. Each Party agrees to use confidential information only to perform under this Agreement and not to disclose it except as required to provide services, comply with law, process claims, or enforce rights.

28. Data and Guest Information

The Parties agree to handle guest information responsibly and only for legitimate business purposes consistent with applicable privacy law and VIP BNB's Privacy Policy. Host shall not share guest information with VIP BNB unless Host has the right to do so. VIP BNB shall use guest information for purposes such as processing orders, delivering services, communicating with guests, collecting payments, enforcing rental terms, handling damage claims, and complying with law.

29. Fees, Revenue Share, and Payment

Any agreed revenue share or host compensation shall be set forth in a separate written addendum, schedule, or email confirmation. Unless otherwise agreed, VIP BNB sets guest pricing, collects guest payments, may collect deposits or damage charges, and may determine refunds, credits, cancellations, and replacement charges. Host is responsible for any tax reporting related to payments Host receives. VIP BNB may offset amounts owed to Host against amounts owed by Host to VIP BNB, where legally permitted.

30. Taxes

Each Party is responsible for its own taxes, reporting obligations, business licenses, permits, and regulatory obligations. VIP BNB is not responsible for Host's transient occupancy tax, rental income tax, sales tax, platform tax, business license, or property-related taxes. Host is not responsible for VIP BNB's business income taxes or taxes related to VIP BNB's independent operations, except as required by law.

31. Compliance with Platforms and House Rules

Host is responsible for confirming that VIP BNB services do not violate Airbnb, VRBO, Booking.com, or direct-booking platform rules, HOA rules, lease terms, property management agreements, or local short-term rental laws. Host shall provide VIP BNB with any house rules that affect the use of VIP BNB services. VIP BNB is not responsible for platform penalties, delisting, guest refunds, host cancellations, bad reviews, or enforcement actions arising from Host's rental operation or Host's failure to comply with applicable rules.

32. Prohibited Uses; Suspension

Host shall not use VIP BNB services for illegal, unsafe, misleading, or unauthorized purposes. VIP BNB may suspend services immediately if it reasonably believes the property, Host, guest, or requested service creates legal, safety, reputational, payment, or operational risk.

33. Term and Termination

This Agreement begins on the date signed or electronically accepted by Host and continues until terminated by either Party. Either Party may terminate at any time upon written notice. VIP BNB may immediately suspend or terminate services if Host breaches this Agreement; Host fails to disclose restrictions; the property becomes unsafe or inaccessible; VIP BNB receives concerning guest complaints; VIP BNB determines that services at the property create unacceptable risk; Host's property is no longer legally operating as a rental; or required insurance, permits, or approvals are not maintained. Termination does not affect rights or obligations that arose before termination, including indemnity, payment, confidentiality, insurance, limitation of liability, and dispute-resolution provisions, which survive.

34. Dispute Resolution and Arbitration

The Parties will first attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement, VIP BNB's services, Host's property, guest use of VIP BNB services, payments, indemnity obligations, property damage, alleged injury, termination, or the relationship between the Parties through good-faith informal discussions, followed by mediation before arbitration unless a Party seeks urgent injunctive relief to prevent immediate and irreparable harm.

Mandatory arbitration. To the fullest extent permitted by law, any covered dispute not resolved through informal discussion and mediation must be submitted to binding arbitration before a single neutral arbitrator administered by JAMS or the American Arbitration Association in Los Angeles County, California (or by remote/video arbitration if the Parties agree in writing), under the administrator's commercial rules then in effect, before either Party may file a lawsuit, except for claims that may properly be brought in small claims court or claims seeking temporary or preliminary injunctive relief. The arbitrator may award any remedy available in court, subject to the limitations, waivers, indemnity obligations, and liability caps in this Agreement. Judgment on the award may be entered in any court of competent jurisdiction.

The Parties knowingly waive the right to have covered disputes decided by a judge or jury in court, except where prohibited by law. Unless prohibited by law, arbitration shall be conducted on an individual basis only, and neither Party may bring claims as a class, collective, representative, private attorney general, or consolidated proceeding. The prevailing Party shall be entitled to recover reasonable attorney's fees, costs, and expenses to the same extent available under this Agreement or applicable law. This arbitration provision survives termination. If any portion of it is found unenforceable, the remaining portions shall remain in effect to the fullest extent permitted by law.

35. Governing Law

This Agreement is governed by the laws of the State of California, without regard to conflict-of-law principles.

36. Attorney's Fees

In any dispute arising out of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees, costs, and expenses, to the extent permitted by law.

37. Force Majeure

VIP BNB shall not be liable for delay or failure to perform due to events outside its reasonable control, including weather, fire, flood, natural disaster, government action, beach or road closure, illness, labor or supply shortage, vendor failure, equipment failure, power, internet, or platform outage, unsafe conditions, or acts of God.

38. No Waiver; Severability; Assignment; Entire Agreement

Failure by either Party to enforce any provision is not a waiver of that or any other provision. If any provision is found unenforceable, the remaining provisions remain in full force, and the unenforceable provision shall be modified to the minimum extent necessary to make it enforceable. Host may not assign this Agreement without VIP BNB's written consent; VIP BNB may assign to an affiliate, successor, purchaser, insurer, or business successor. This Agreement, together with any written addenda, schedules, host onboarding forms, property-specific rules, and VIP BNB policies incorporated by reference, constitutes the entire agreement between the Parties regarding its subject matter. Any changes must be in writing and accepted by both Parties.

39. Electronic Acceptance

Host may accept this Agreement by signing electronically, clicking acceptance, completing onboarding, approving VIP BNB services for the property, allowing VIP BNB materials to be provided to guests, or otherwise using VIP BNB's host services. Electronic signatures and acceptance have the same force and effect as original signatures.

Host Acknowledgment

By signing in hard copy, electronic copy, or checking the acceptance box. Host acknowledges and agrees that: VIP BNB is an independent third-party amenity and concierge service provider; Host remains responsible for the property and rental operation; VIP BNB does not manage or operate Host's short-term rental; guests who use VIP BNB services may be required to accept separate VIP BNB guest waivers and rental terms; Host is responsible for confirming that VIP BNB services are allowed at the property and under applicable local laws, HOA rules, platform rules, insurance policies, and property-specific restrictions; VIP BNB's services are intended to enhance the guest experience but no service can eliminate all risk; and this Agreement is intended to protect both Parties by clearly defining responsibilities, guest obligations, liability allocation, and operational expectations.

Host Information

Host / Owner / Property Manager Name: _____

Company Name (if applicable): _____

Property Address: _____

Email: _____

Phone: _____

Authorized Amenities / Services Approved for Property: _____

Property-Specific Restrictions: _____

Signatures

VIP BNB, LLC

By: _____

Name: _____

Title / Authority: _____

Date: _____

Host

By: _____

Name: _____

Title / Authority: _____

Date: _____

Addendum A — Property Access Permission

Host authorizes VIP BNB to access the property for the limited purpose of delivering, setting up, staging, retrieving, inspecting, or removing VIP BNB rental items or guest-ordered amenities.

Permitted Access Areas (check all that apply):

- Front door / porch
- Garage
- Side yard
- Backyard
- Storage closet
- Interior of home
- Refrigerator / pantry for grocery setup
- Other: _____

Access Method (check all that apply):

- Smart lock code
- Lockbox
- Host / manager present
- Cleaner present
- Guest present
- Other: _____

Access Restrictions: _____

Host confirms that Host has authority to provide this access and that access by VIP BNB will not violate any lease, HOA rule, guest agreement, privacy rule, platform policy, or applicable law.

Addendum B — Host-Facing Reassurance Language

VIP BNB is designed to enhance your guests' stay without adding operational burden for you. Guests order directly through VIP BNB, accept VIP BNB's rental terms and liability waiver, and we coordinate the amenity experience from delivery through pickup. Our agreement is structured to clarify responsibilities, protect hosts from guest misuse of rented items, and ensure that VIP BNB remains responsible for its own services while hosts remain in control of their property and house rules.