

Executive Villas Florida

8390 Champions Blvd, suite 100, Davenport - FL 33896
+1(800)563-1222
www.executivevillasflorida.com

Management and Rental of Vacation Homes Agreement

This agreement is between Executive Villas Florida.com Inc (hereafter termed as the Manager), and based ██████████, ██████████, ██████████, Davenport - FL ██████████
Marilyn Mosby



(Hereafter termed as Owner), whose current address is,
██████████, ██████████, Baltimore

Who agrees to enter into this contract for the management and rental of a Vacation Home located at,

██████████ Kissimmee FL ██████████

And jointly agrees to the following:

1. The Manager shall use his best endeavors to procure short-term rentals for the above listed Vacation Home and for the benefit of the owner. The Manager will list the property on its Web Site and other associated sites. Where prudent trading agreements will be established between Executive Villas Florida.com Inc and other trading associates both in the UK, and the USA and throughout the World;
2. The Web Site will be promoted through other recognized forms of advertising in other sectors of the Tourist Industry;
3. The manager will administer all rental reservations generated by its own advertising media;
4. The Manager will pay monthly property expenses from funds provided by the owner, either from rental income or Owners own resources. This will include, but will not be legally responsible for, the submission of monthly returns for Florida Sales Tax and Florida State Tax;

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GOVT. EXHIBIT NO. 35
CASE NO. LKG-22-007
IDENTIFICATION _____
ADMITTED _____

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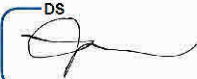
5. The Vacation Home will be visited at least once a week by a member of the management team;
6. The Management Team will carry out all maintenance as and when it is required;
7. The Management will remit copies of all income and expenditure relating to your Vacation Home on a monthly basis;

The Manager will always be obligated to and have the right to offer the Vacation Home for rent during the term of this contract, UNLESS PRE-BOOKED ON THE COMPANIES COMPUTERISED BOOKING SYSTEM BY THE OWNER. From the total rental income received and including any extras, the Manager will deduct 15% commission, the balance will be credited to the Owners' account maintained by the Manager.

Termination

- a) Either party may terminate this contract upon 30 days written notice for any reason whatsoever. Should the Owner terminate this agreement the Owner must honor any and all previous and existing obligations or commitments for this Vacation Home at the time of termination. The Owners failure to honor their commitments shall result in the Owner being responsible for any maintenance costs, rental loss, service fees and re-rental payments which may arise. All bookings procured by the Management Company shall revert to the Management Company.

Should the Owner sell the Vacation Home all existing bookings procured by the company shall revert to the company, unless the new Owners appoint Executive Villas Florida as managers. The Owner shall notify the Company of the impending sale of the Vacation Home while the Vacation Home is offered for sale on the open market.

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- b) The Management Company may cancel this agreement without notice, if the Owner fails to honor its obligations regarding the Vacation Home as set forth under this agreement. Under this circumstance, the Management Company shall distribute moneys owed to it and to other third parties relating to the property and within a reasonable time provide the owner with any remaining monies in the Owner's property account and a summary of distributions.

Miscellaneous provisions

- a) There are no other representations, promises, inducements or agreements between the parties that are not within this agreement;
- b) If litigation arises as a result of this agreement, then the venue shall be Polk County in the State of Florida USA regardless as to where this agreement is signed;
- c) The prevailing party shall be able to recover its attorney's fees, including fees at trial and appellate levels and all costs including but not limited to copying cost long distant charges, witness fees and traveling costs;
- d) The Management Companies failure to enforce any provision in this agreement shall not constitute a waiver or estoppels by the company;
- e) If any terms of provisions in this agreement are deemed un-enforceable the agreement itself shall remain valid and binding on both parties.
- f) This agreement is not assignable by the Owner.

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Current Cleaning fees

Cleaning fees: 3bed \$85, 4 bed \$95 5 bed \$110 6 bed \$125, 7 bed \$160, 8 bed \$180, 9 bed \$195

We will pay all monthly bills, (but not be legally responsible for) including State Tax and Florida Tax.

Our monthly management charges are as follows:

Management fee \$145

Pool service \$97

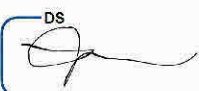
Pest control \$30

These are our main monthly fees, but you will know from experience that there are ongoing costs which will be invoiced in addition to the above, such as, fertilizers, light bulbs, filters and running repairs, as and when they arise.

We will provide a property cleaning service (extra charge) after each party leaves the Vacation Home. This includes, laundering of bed linen, towels and a thorough clean of the Vacation Home. Special attention will be made to the sanitization of all bathrooms. A complete check of the property will be made, inspecting for any damage.

The air conditioning will be checked for its performance, and settings reset in the event that they have been tampered with.

All our properties will have a fully functional Touch Pad entry door lock, plus an emergency lock box, as this facility gives ease of access to the villa guest and renders it unnecessary for keys to be collected from a third party. It also eliminates the problem of keys being lost or taken home.

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A member of the Management Team personally visit your property at least once a week, even if un-let, to ensure that it is kept in good condition and is not being abused.

We will leave in the Vacation Home, an information manual, which contains all emergency telephone numbers, contact numbers and places of interest to visit.

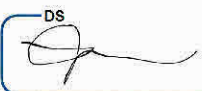
Your pool will be checked for chemical balance and cleanliness on a weekly basis, and filters cleaned regularly.

All Trashcans and Trash will be removed onto the pavement once a week, for collection by the appropriate authority and Trash cans returned to their original position.

All grass will be cut to the correct height as specified by the Housing Association, including all grass areas which form part of the property, the trimming of all edges touching driveways, curbs, flowerbeds, meter boxes, trees and signs. Weeds will be removed, either manually or with chemicals, and the sprinkler system will be regularly checked in order to ensure compliance.

There will be an external pest control treatment every 3 months.

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Limited Power of Attorney (with durable provisions)

TO ALL PERSONS, be it known that I, (the owner) Marilyn Mosby
Property Address: [REDACTED] Kissimmee, FL [REDACTED]

As Grantor, do hereby make and grant a limited specific power of attorney to Andrew J Booth of Executive Villa Florida.com Inc and appoint and constitute said individual as my attorney-in-fact.

My named attorney-in-fact shall have full power and authority to undertake, commit and perform only the following acts on my behalf to the same extent as if I had done so personally, all with full power of substitution and revocation in the presence:

1. To speak to Utility Companies Regarding my Property;
2. To pay State and Local Taxes on all Bookings place by Executive Villa Florida;
3. To enter, and permit third parties (with their permission) to enter the above property.

The authority granted shall include such incidental acts as is reasonably required or necessary to carry out and perform the specific authorities and duties stated or contemplated herein.

My attorney-in-fact agrees to accept this appointment subject to its term, and agrees to act and perform in said fiduciary capacity consistent with my best interest as he in his discretion deems advisable, and I thereupon ratify all acts so carried out.

I agree to reimburse my attorney-in-fact all reasonable cost and expenses incurred in the fulfillment of the duties and responsibilities enumerated herein.

Special durable provisions:

This power of attorney shall constitute in full force and effect until revoked by subsequent writing.

Other terms, signed in the presence of

<u>Marilyn Mosby</u>	<u>8/25/2020</u>
	Date
<u>Andy Booth</u>	<u>8/14/2020</u>
	Date

DocuSigned by: 	<u>8/25/2020</u>
147143D27C3048F... Grantor (owner)	Date
DocuSigned by: 	<u>8/14/2020</u>
80760EAE09CE41C... Attorney in fact	Date