

ABOUT HPP + AND CONTRACTUAL OBLIGATIONS

Under the Homeowner Protection Program ("Protection Program") a Contractual Liability Insurance Policy (CLIP) insures the obligations of the specified contract, including the following related to applicable Property Management Company (PMC) 's Protection Programs:

PMC Program Obligations. The program responds to those obligations related to the Protection Program services added by addendum to the standard services provided by the PMC in its Rental Service Agreement ("RSA") to the Vacation rental unit owner ("Owner"), subject to the terms of its Protection Program as specified in the addendum. Included, if applicable, is

- the PMC's assumption of responsibility for the use of the Vacation rental unit as host when in use by a PMC-contracted guest as a vacation rental, and
- for return of the Vacation rental unit to its pre-guest stay condition at the end of the Contracted stay, up to and not to exceed the Protection Limits, as defined in its RSA Addendum (the "PMC Obligation") and not to exceed the Protection Limits as specified in the RentalGuardian-powered Product Activation Declarations and Pricing document.

The Program Obligation includes response for repairs and replacement of damaged property related to the specified PMC Obligation(s) to coordinate repairs and remediations necessary, within the PMCs sole and reasonable discretion, and to return the Vacation rental unit to its pre-guest stay condition, unless otherwise reasonably requested in writing by Owner, and except as may be required by any insurer and applicable law.

As part of the PMC Obligation and protection program services provided, the PMC should exercise reasonable care and should obtain written authorization by the Owner to act on the Owner's behalf and PMC's own behalf to determine, in its sole discretion, what actions are necessary to return the Vacation rental unit to its pre-guest stay condition, up to the Protection Limits, and subject to the Program conditions.

Indemnification. The Program Obligation includes response to related specified PMC obligations to indemnify the Owner and to defend and hold harmless the Owner, and its successors and assigns for, from, and against claims, suits, demands, actions or other proceedings, and losses, liabilities, damages, costs or expenses (specifically including reasonable legal and accounting fees) arising from or relating to Damage or Bodily Injury occurring during a Guest Contracted stay, OTHER THAN THOSE CAUSED BY OWNER'S GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FRAUD or FORCE MAJEURE, when the Vacation rental unit is in use by a guest as a vacation rental (1) occurring in or about the Vacation rental unit premises or (2) resulting from actions taken or incidents arising at the Vacation rental unit premises, subject to the following Protection Program limits ("Protection Limits") to the PMC Obligation:

CONTENTS DAMAGES

- a. Up to and not to exceed the total specified dollar amount of Damage to Personal Contents during a Contracted stay, excluding common areas

REAL PROPERTY DAMAGES

- b. Up to and not to exceed the total specified dollar amount in Damage to Real Property, occurring during a Contracted stay, excluding Personal Contents and common areas

LIAIBILITY DAMAGES

- c. Up to and not to exceed the total specified dollar amount in Liability for incidents arising from or relating to Bodily Injury occurring during a Contracted stay, and liability for damages to neighboring property and co-tenant property arising during a Contracted stay when the immediate consequences of contracted guest-caused damages spread from the Vacation rental unit premises to adjacent ways and property.

BED BUG DAMAGES

- d. Up the specified dollar amount per Contracted stay for any Bed Bug Remediation, including extermination, rehabilitation of the Vacation rental until, relocation of the affected guest, and resulting subsequent lost revenue reimbursements.

GENERAL EXCLUSIONS

Force Majeure. "Force Majeure" is any event or condition beyond the control of the Owner or the PMC, including but not limited to weather; acts of God; natural disasters such as earthquakes, fires, floods, volcanic eruptions, and storms; civil or military disturbances, riots, acts of terrorism, and acts of war (whether declared or not); sabotage; epidemic; pandemic; accident; voluntary or involuntary compliance with any regulation, law, order or declaration of any government or civil or military authority, including a declaration of emergency or an evacuation, quarantine, or stay at home order; strike, lock-out, or other labor dispute; weather-related interruptions, loss or malfunction of any utility, transportation, internet or telephone communication service; and inability to obtain labor, material, equipment or transportation.

Effect of Force Majeure. The PMC may add to its RSA or addendum, a provision excusing the PMC and Owner from a failure to perform any of its obligations under their agreement, and specifying that

- Neither party shall be liable to the other party for any costs or damages due to delay in performance or failure to perform, to the extent that the performance is prevented or made economically prohibitive by Force Majeure.
- Excuse from performance and liability shall continue so long as the Force Majeure continues.
- The party whose performance is affected by Force Majeure shall promptly notify the other party of the failure, shall advise the other party of the anticipated duration of the Force Majeure and any actions being taken to minimize its effect, and where possible shall take reasonable efforts to remove the event or condition constituting Force Majeure.

SUBJECTIVITIES:

- This Protection Program forms an integral part of enrolled PMC's transaction fees and contracts and shall be compulsory with EACH AND EVERY booking unless otherwise agreed to in writing via a PMC-signed warrant.
- The PMC should provide notice to the Owner that all hosts/Owners shall have affected and ensure there is in-force at their property homeowners insurance with acceptable local insurers under standard policy conditions and carrying third party legal liability insurance to the minimum prescribed limits per local authorities and as guided by a licensed professional advisor. Any amount payable under this Protection Program may be reduced by the amount paid or payable for the same loss or incident through other protection mechanisms or insurance.

NOTICE

This document is not a contract of insurance, nor does it amend or endorse any contract. This document pertains to the Contractual Liability Insurance Policy-backed Protection Program for which you have applied.

You will also receive from RentalGuardian® a program pricing page which includes a summary of system administrative tools and supports. The RentalGuardian-powered HPP+ program aligns protection program coverage with system technology tools to assist with payments, management of your program, and Your submission of claims against the program via the RentalGuardian platform.

PMCs should disclose to their protected Owners a notice substantively similar to the following:

PMC provides vacation rental management services to homeowners, including end-to-end optional services. PMC's Rental Services Agreement may include addenda to address the homeowners' particular requirements and/or needs through PMC's facilitation of the vacation rental and guest Contracted stays. PMC's Protection Program includes additional assumed specified obligations by PMC, as host, subject to specified limits, during each contracted-guest rental, and PMC's guest rental terms. PMC maintains its own insurance and coverage solution(s) for its risks and obligations.

The PMC Protection Program is not insurance nor is it a replacement for primary homeowners or commercial insurance. Please refer to the applicable agreement and related documentation for full terms, conditions and limitations.

The rental host platform utilizes RentalGuardian®, a dba of PAC7 Systems, LLC ("RentalGuardian") an online software provider with a platform solution ("platform") to power online offers, administration, document delivery, submission and reimbursement for damages, and purchase and payment tools.

PMC recommends that homeowners considering becoming a vacation homeowner should [review the PMC's recommended short-term rental insurance guide] or speak with an insurance professional for information on vacation short-term rental coverage requirements and other considerations.