

PROPERTY LISTING AGREEMENT

Updated February 16, 2026

Soccer Housing Bureau Website Listing

This Property Listing Agreement (this "Agreement"), is entered into between:

HOMEOWNER:(referred to herein as "Homeowner")

AND

SOCCER HOUSING BUREAU, LLC, a Georgia limited liability company (referred to herein as "SHB").

RECITALS

WHEREAS, Homeowner is the owner of real property suitable for short-term rental during the Event; and

WHEREAS, SHB operates the Platform to enable homeowners to publish, offer, and market properties to prospective short-term renters seeking accommodations during the Event; and

WHEREAS, Homeowner desires to list the Property on the Platform, and SHB agrees to provide listing services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE I: DEFINITIONS

"Content" means all photographs, descriptions, text, videos, and other materials provided by Homeowner for use on the Platform.

"Event" means the FIFA World Cup 2026 tournament and all related events, activities, games, matches, competitions, and ceremonies associated therewith.

"Event Period" means June 1, 2026 through July 31, 2026, or such other dates as the parties may agree in writing.

"Loss" means any and all claims, demands, suits, actions, proceedings, judgments, settlements, damages, losses, costs, expenses, liabilities, injuries, deaths, property damage, fines, penalties, and legal fees (including reasonable attorneys' fees), whether direct, indirect, incidental, consequential, special, or punitive.

"Platform" means the online website and technology platform operated by SHB that enables homeowners to publish, offer, and market properties to prospective Third-Party Renters.

"Property" means the residential real property located at the address provided below, including all structures, fixtures, appliances, furnishings, and personal property thereon.

"Rental Income" means all payments received from Third-Party Renters for occupancy of the Property.

"Renter Agreement" means the short-term rental agreement between Homeowner and Third-Party Renter.

"Renter Guest" means any individual invited by or accompanying a Third-Party Renter to occupy or use the Property.

"SHB Parties" means SHB and its members, managers, officers, directors, employees, agents, representatives, affiliates, successors, and assigns.

"Term" means the period commencing on the Effective Date and continuing through August 31, 2026, unless earlier terminated pursuant to Article III.

"Third-Party Renter" means any individual or entity who rents the Property from Homeowner through the Platform.

ARTICLE II: PLATFORM ROLE AND RELATIONSHIP

Section 2.01 Platform Provider Only

THE PLATFORM ENABLES HOMEOWNERS TO PUBLISH, OFFER, AND MARKET PROPERTIES TO PROSPECTIVE THIRD-PARTY RENTERS. AS THE PROVIDER OF THE PLATFORM, SHB DOES NOT OWN, CONTROL, OFFER, OR MANAGE ANY PROPERTIES OR RENTAL SERVICES. SHB IS NOT A PARTY TO THE CONTRACTS ENTERED INTO DIRECTLY BETWEEN HOMEOWNERS AND THIRD-PARTY RENTERS.

Section 2.02 What SHB Is Not

Homeowner acknowledges and agrees that SHB is NOT any of the following:

- (a) A real estate broker, agent, or salesperson;
- (b) A property manager or management company;
- (c) An insurer or provider of insurance;
- (d) A travel agency or tour operator;
- (e) A party to any Renter Agreement between Homeowner and Third-Party Renter;
- (f) An employer, agent, joint venturer, or partner of Homeowner;
- (g) A guarantor of any Third-Party Renter's performance or payment; or
- (h) A provider of legal, tax, financial, or other professional advice.

Section 2.03 No Agency or Fiduciary Relationship

SHB acts solely as a facilitator and technology platform provider. Homeowner's relationship with SHB is that of an independent individual or entity and not an employee, agent, joint venturer, or partner of SHB. SHB does not direct or control Homeowner's rental activities. Nothing in this Agreement shall create any agency, fiduciary, joint venture, partnership, or employment relationship between SHB and Homeowner. SHB owes no duty of care, loyalty, or fiduciary obligation to Homeowner beyond the express terms of this Agreement.

Section 2.04 Direct Contracts Between Homeowner and Third-Party Renter

When a Third-Party Renter books Homeowner's Property, a contract (the Renter Agreement) is formed directly between Homeowner and Third-Party Renter. SHB is not a party to this contract. Homeowner is solely responsible for delivering rental services under the terms and at the price specified in Homeowner's listing.

ARTICLE III: TERM AND TERMINATION

Section 3.01 Term

This Agreement shall commence on the Effective Date and shall continue through August 31, 2026, unless earlier terminated as provided herein.

Section 3.02 Termination

Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. SHB may terminate this Agreement immediately and without notice if Homeowner breaches this Agreement, violates applicable laws, or if such action is necessary to protect SHB, other users, or third parties. Termination shall not affect any Renter Agreements executed prior to termination.

Section 3.03 Effect of Termination

Upon termination, Homeowner is not entitled to restoration of their account or any Content. All indemnification, hold harmless, release, limitation of liability, arbitration, and other protective provisions, including without limitation those set forth in Articles VII, VIII, and XI, shall survive termination indefinitely.

ARTICLE IV: SHB SERVICES AND LIMITATIONS

Section 4.01 Platform Services

SHB shall provide the following services:

- (a) Maintain Homeowner's property listing on the Platform;
- (b) Market and promote listings to Event attendees and travelers;
- (c) Facilitate communication between Homeowner and prospective renters;
- (d) Provide standardized Renter Agreement templates; and
- (e) Provide contact information for guest inquiries.

Section 4.02 No Screening, Verification, or Guarantees

HOMEOWNER ACKNOWLEDGES AND AGREES THAT SHB DOES NOT AND SHALL NOT:

- (a) Conduct background checks, credit checks, criminal history checks, identity verification, or any other screening of prospective Third-Party Renters or Renter Guests;
- (b) Verify the identity, creditworthiness, character, suitability, or legal status of any Third-Party Renter or Renter Guest;
- (c) Guarantee, warrant, endorse, or make any representations regarding the existence, conduct, performance, safety, quality, legality, suitability, reliability, financial ability, or trustworthiness of any Third-Party Renter or Renter Guest;
- (d) Supervise, manage, inspect, or control the Property or any activities thereon;
- (e) Verify the condition, safety, habitability, or legal status of the Property;

- (f) Provide property management, maintenance, cleaning, or any on-site services; or
- (g) Guarantee that Homeowner will receive any bookings or Rental Income.

Section 4.03 No Verification Guarantee

Any references to a Third-Party Renter being "verified" or similar language indicate only that the person has completed a registration process and nothing else. SHB does not warrant that any verification or identification process will identify past misconduct or prevent future misconduct.

ARTICLE V: HOMEOWNER RESPONSIBILITIES

Section 5.01 Property Condition and Compliance

Homeowner shall:

- (a) Maintain the Property in habitable, safe condition suitable for residential occupancy;
- (b) Ensure all systems (plumbing, electrical, HVAC, appliances) are in good working order;
- (c) Obtain and maintain all required permits, licenses, and registrations for short-term rental use;
- (d) Comply with all applicable federal, state, and local laws, ordinances, regulations, building codes, housing codes, zoning regulations, HOA rules, and lease restrictions;
- (e) Disclose all material defects, hazards, or conditions to SHB and Third-Party Renters;
- (f) Maintain comprehensive property and liability insurance covering short-term rental activity; and
- (g) Ensure the Property is free of hazardous materials, environmental contamination, and safety hazards.

Section 5.02 Listing Content and Accuracy

Homeowner is solely responsible for providing accurate, complete, and up-to-date photographs, descriptions, pricing, availability, and information about the Property. Homeowner warrants that all Content and information provided is true, accurate, complete, and not misleading, and does not misrepresent the Property's features, amenities, condition, or legal status for short-term rental use. Homeowner is responsible for keeping listing information current at all times.

Section 5.03 Renter Agreements and Screening

Homeowner shall execute Renter Agreements directly with Third-Party Renters and retains sole and final authority to approve or reject any rental applicant. HOMEOWNER IS SOLELY RESPONSIBLE FOR SCREENING, VETTING, INVESTIGATING, AND APPROVING ALL THIRD-PARTY RENTERS AND ASSUMES ALL RISK ASSOCIATED WITH SUCH DECISIONS. Homeowner agrees that it has had the opportunity to investigate the Platform and any laws, rules, regulations, or obligations that may be applicable to Homeowner's Property and rental activities. Homeowner shall ensure all Renter Agreements include comprehensive hold harmless and indemnification provisions.

Section 5.04 Responsibility for Third-Party Renter Conduct

Homeowner acknowledges that renting the Property carries inherent risks. Homeowner is solely responsible for addressing any conduct, damage, disputes, non-payment, or other issues arising from Third-Party Renters or Renter Guests. SHB has no obligation to mediate, resolve, or participate in any dispute between Homeowner and any Third-Party Renter.

Section 5.05 Tax Responsibility

Homeowner is solely responsible for determining and fulfilling all obligations under applicable laws to report, collect, remit, or include in pricing any applicable taxes, including income taxes, sales taxes, occupancy taxes, lodging taxes, and any other taxes. SHB does not provide tax advice.

ARTICLE VI: COMPENSATION

Section 6.01 Registration Fee

Homeowner shall pay a one-time, non-refundable registration fee of Thirty Dollars (\$30.00) upon registration with SHB.

Section 6.02 Commission

SHB shall receive a commission of ten percent (10%) of all Rental Income, structured as follows:

- (a) Five percent (5%) collected from the Third-Party Renter; and
- (b) Five percent (5%) collected from the Homeowner.

Section 6.03 Payment Timing

SHB's commission shall be earned upon execution of a Renter Agreement and shall be payable at the time the Property is booked.

Section 6.04 No Minimum Guarantee

Homeowner is not entitled to any minimum payment, guaranteed bookings, or refund of the registration fee regardless of whether SHB secures any bookings during the Event Period.

ARTICLE VII: DISCLAIMER OF WARRANTIES

Section 7.01 "As Is" Disclaimer

THE PLATFORM AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHB DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO:

- (a) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT;

(b) ANY WARRANTY THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS;

(c) ANY WARRANTY REGARDING THE EXISTENCE, CONDUCT, PERFORMANCE, SAFETY, QUALITY, LEGALITY, OR SUITABILITY OF ANY THIRD-PARTY RENTER, RENTER GUEST, OR OTHER USER;

(d) ANY WARRANTY THAT VERIFICATION OR IDENTIFICATION PROCESSES WILL IDENTIFY PAST MISCONDUCT OR PREVENT FUTURE MISCONDUCT;

(e) ANY WARRANTY REGARDING THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY CONTENT OR INFORMATION ON THE PLATFORM; AND

(f) ANY WARRANTY THAT HOMEOWNER WILL RECEIVE BOOKINGS OR GENERATE RENTAL INCOME.

HOMEOWNER'S USE OF THE PLATFORM IS AT HOMEOWNER'S SOLE RISK.

ARTICLE VIII: COMPREHENSIVE HOLD HARMLESS AND INDEMNIFICATION

Section 8.01 Indemnification by Homeowner

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HOMEOWNER AGREES TO RELEASE, DEFEND (AT SHB'S OPTION), INDEMNIFY, AND HOLD HARMLESS THE SHB PARTIES FROM AND AGAINST ANY AND ALL LOSS ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH:

(a) The Property, including but not limited to its condition, maintenance, repair, safety, habitability, or any defect, hazard, or dangerous condition thereon, whether known or unknown, latent or patent;

(b) Any injury, death, or property damage occurring on or about the Property, regardless of cause;

(c) The acts, omissions, conduct, or negligence of any Third-Party Renter, Renter Guest, or any other person present on or using the Property;

(d) Homeowner's interaction with any Third-Party Renter or Renter Guest, whether in person or online;

(e) Any Renter Agreement or dispute arising therefrom between Homeowner and any Third-Party Renter;

(f) Homeowner's breach of any term, representation, warranty, or obligation under this Agreement;

(g) Homeowner's improper use of the Platform;

(h) Homeowner's negligence, gross negligence, willful misconduct, fraud, or criminal activity;

(i) Any misrepresentation, inaccuracy, or omission in listing content, property descriptions, photographs, or other information provided by Homeowner;

(j) Homeowner's failure to comply with any applicable law, regulation, ordinance, code, permit requirement, licensing requirement, HOA rule, or lease restriction;

- (k) Any claim by any Third-Party Renter, Renter Guest, neighbor, government authority, homeowners association, landlord, or any other third party arising from or related to the Property or its use as a short-term rental;
- (l) Any claim that Homeowner lacked authority or legal right to rent the Property;
- (m) Any environmental contamination, hazardous materials, mold, lead paint, asbestos, or other toxic substances on or about the Property;
- (n) Any failure of Homeowner to maintain adequate insurance coverage;
- (o) Homeowner's failure, or SHB's failure at Homeowner's direction, to accurately report, collect, or remit taxes;
- (p) Homeowner's breach of any laws, regulations, or third-party rights such as intellectual property or privacy rights; and
- (q) Any other matter arising from or related to the Property, the rental thereof, or Homeowner's use of the Platform.

HOMEOWNER AGREES TO INDEMNIFY AND HOLD THE SHB PARTIES HARMLESS FROM ANY OF THE FOREGOING, REGARDLESS OF SHB'S RESPONSIBILITY FOR NEGLIGENCE AND HOWSOEVER THE SAME MAY BE CAUSED.

Section 8.02 Release of Claims Against SHB

HOMEOWNER HEREBY RELEASES, WAIVES, AND FOREVER DISCHARGES THE SHB PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTION, AND LIABILITY OF ANY KIND WHATSOEVER, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, DISCLOSED OR UNDISCLOSED, THAT HOMEOWNER NOW HAS OR MAY HEREAFTER HAVE AGAINST ANY SHB PARTY ARISING OUT OF OR RELATED TO:

- (a) The conduct, acts, omissions, character, or identity of any Third-Party Renter or Renter Guest;
- (b) Any damage to the Property or personal property caused by any Third-Party Renter or Renter Guest;
- (c) Any theft, vandalism, or criminal activity by any Third-Party Renter or Renter Guest;
- (d) Any failure of any Third-Party Renter to pay rent or other amounts due;
- (e) Any personal injury or property damage sustained by Homeowner, Homeowner's family, or Homeowner's property;
- (f) SHB's failure to procure bookings or generate Rental Income;
- (g) The accuracy or completeness of any information provided by any Third-Party Renter;
- (h) Any decision by Homeowner to accept or reject any Third-Party Renter;
- (i) Any communications, interactions, or meetings with Third-Party Renters or Renter Guests;
- (j) The publishing or booking of Homeowner's listing; and

(k) Any other matter related to the Platform, this Agreement, or Homeowner's rental activities.

Section 8.03 Assumption of Risk

HOMEOWNER ACKNOWLEDGES THAT RENTING THE PROPERTY CARRIES INHERENT RISKS AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HOMEOWNER ASSUMES THE ENTIRE RISK ARISING OUT OF HOMEOWNER'S ACCESS TO AND USE OF THE PLATFORM, THE PUBLISHING AND BOOKING OF LISTINGS, AND ANY INTERACTION WITH THIRD-PARTY RENTERS OR RENTER GUESTS WHETHER IN PERSON OR ONLINE. THIS MEANS IT IS HOMEOWNER'S RESPONSIBILITY TO INVESTIGATE THIRD-PARTY RENTERS TO DETERMINE WHETHER THEY ARE SUITABLE. HOMEOWNER ACKNOWLEDGES THAT SHB HAS ADVISED HOMEOWNER TO OBTAIN INDEPENDENT LEGAL COUNSEL AND APPROPRIATE INSURANCE COVERAGE.

Section 8.04 Limitation of SHB Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

(a) NEITHER SHB NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SHB HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE;

(b) IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF ALL SHB PARTIES FOR ANY AND ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY HOMEOWNER TO SHB DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM; AND

(c) THE LIMITATIONS SET FORTH IN SECTION 8.04 SHALL APPLY EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Section 8.05 SHB Indemnification of Homeowner

SHB shall indemnify and hold harmless Homeowner from Loss arising solely and directly from SHB's gross negligence, willful misconduct, or intentional fraud committed by SHB in the performance of this Agreement; provided, however, that SHB shall have no obligation to indemnify Homeowner for any Loss to the extent caused or contributed to by Homeowner's acts, omissions, negligence, or breach of this Agreement.

Section 8.06 Survival

All indemnification, hold harmless, release, disclaimer, and limitation of liability provisions in this Agreement shall survive the expiration or earlier termination of this Agreement indefinitely.

ARTICLE IX: INSURANCE

Section 9.01 Homeowner's Insurance Requirements

Homeowner shall obtain and maintain throughout the Term, at Homeowner's sole cost and expense:

- (a) Comprehensive property insurance on the Property at full replacement cost;
- (b) Insurance coverage that specifically covers short-term rental activity (Homeowner acknowledges that standard homeowner's policies may not cover short-term rental use);
- (c) Commercial general liability insurance coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; and
- (d) Any additional insurance required by applicable law or regulation for short-term rental properties.

Section 9.02 Insurance Does Not Limit Obligations

Homeowner's maintenance of insurance shall not limit or reduce Homeowner's indemnification, hold harmless, or other obligations under this Agreement. SHB may seek to recover from Homeowner under any insurance policies Homeowner maintains. Homeowner's failure to maintain required insurance shall constitute a material breach of this Agreement.

ARTICLE X: CONTENT AND INTELLECTUAL PROPERTY

Section 10.01 License Grant

By providing Content to SHB, Homeowner grants SHB a non-exclusive, worldwide, royalty-free, perpetual, sub-licensable, and transferable license to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit such Content to provide and promote the Platform, in any media or platform.

Section 10.02 Content Warranties

Homeowner is solely responsible for all Content provided and warrants that Homeowner either owns the Content or is authorized to grant SHB the rights described herein. Homeowner is responsible and liable if any Content violates or infringes the intellectual property or privacy rights of any third party.

Section 10.03 Privacy and Confidentiality

Homeowner's personal contact information shall not be disclosed in marketing materials without written consent. SHB shall maintain confidentiality of Homeowner's personal information and comply with all applicable data protection laws.

ARTICLE XI: DISPUTE RESOLUTION AND ARBITRATION

Section 11.01 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict of law principles.

Section 11.02 Informal Resolution

Prior to initiating any formal dispute resolution, Homeowner agrees to contact SHB and attempt in good faith to negotiate an informal resolution of any dispute within thirty (30) days.

Section 11.03 Arbitration Agreement

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Homeowner and SHB mutually agree that any dispute, claim, or controversy arising out of or relating to this Agreement, the Platform, or Homeowner's rental activities (collectively, "Disputes") shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted in Fayette County, Georgia by a single arbitrator. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

Section 11.04 Class Action Waiver

HOMEOWNER AND SHB AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING.

Section 11.05 Jury Trial Waiver

HOMEOWNER AND SHB HEREBY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING FROM OR RELATED TO THIS AGREEMENT.

Section 11.06 Exclusive Venue

To the extent any Dispute is not subject to arbitration, all legal claims and proceedings shall be brought exclusively in the state or federal courts located in Fayette County, Georgia. Homeowner hereby irrevocably consents to the personal jurisdiction of such courts and waives any objection to venue therein.

Section 11.07 Attorneys' Fees

In any legal action or arbitration arising from this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs, arbitration fees, and litigation expenses from the non-prevailing party.

ARTICLE XII: GENERAL PROVISIONS

Section 12.01 Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to Homeowner's access to and use of the Platform and supersedes all prior negotiations, representations, and agreements, whether written or oral.

Section 12.02 Amendments

SHB may modify this Agreement at any time by posting the revised terms on the Platform. Homeowner's continued use of the Platform after such modifications constitutes acceptance of the revised Agreement.

Section 12.03 Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.

Section 12.04 Assignment

Homeowner may not assign, transfer, or delegate this Agreement without SHB's prior written consent. SHB may freely assign, transfer, or delegate this Agreement and any rights and obligations hereunder without restriction.

Section 12.05 No Waiver

SHB's failure to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by SHB in writing.

Section 12.06 Independent Contractors

Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship. Each party is an independent contractor.

Section 12.07 Force Majeure

SHB shall not be liable for any delay or failure to perform resulting from circumstances outside its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, pandemics, epidemics, government orders, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

Section 12.08 Electronic Communications

Homeowner consents to receive communications from SHB electronically via email or through the Platform. Homeowner agrees that all agreements, notices, disclosures, and other communications provided electronically satisfy any legal requirement that such communications be in writing.

Section 12.09 Notices

All notices shall be in writing and delivered to the addresses provided herein via email (with confirmation of delivery), certified mail (return receipt requested), or overnight courier.

Section 12.10 Counterparts

This Agreement may be executed in counterparts, including electronic signatures, each of which shall be deemed an original.

Section 12.11 Third-Party Beneficiaries

This Agreement does not confer any rights or remedies upon any person or entity other than the parties hereto, except that the SHB Parties are intended third-party beneficiaries of Homeowner's indemnification, hold harmless, and release obligations.

ACKNOWLEDGMENTS

BY SIGNING BELOW, HOMEOWNER ACKNOWLEDGES AND AGREES THAT:

- (a) Homeowner has carefully read and understands all terms and conditions of this Agreement, including the indemnification, hold harmless, release, disclaimer, limitation of liability, arbitration, and class action waiver provisions;
- (b) SHB provides only a technology platform and DOES NOT own, control, offer, or manage any properties or rental services;
- (c) SHB is not a real estate broker, property manager, insurer, or party to any Renter Agreement;
- (d) SHB does not screen, verify, endorse, or guarantee any Third-Party Renter or Renter Guest;
- (e) Homeowner is solely responsible for screening, approving, and entering into agreements with Third-Party Renters;
- (f) Homeowner assumes all risks associated with renting the Property to Third-Party Renters;
- (g) Homeowner shall maintain appropriate insurance for short-term rental activity;
- (h) Homeowner is solely responsible for compliance with all applicable laws, regulations, and third-party obligations;
- (i) Homeowner has had the opportunity to consult with independent legal counsel before signing this Agreement;
- (j) The indemnification, hold harmless, release, and limitation of liability provisions are fair, reasonable, and enforceable;
- (k) Homeowner is waiving the right to participate in class actions and the right to a jury trial; and
- (l) Homeowner is signing this Agreement voluntarily and without duress.