



This Master Short-Term Rental Co-Hosting & Hospitality Services Agreement (the "**Agreement**") is entered into as of this ____ day of _____, 202__ (the "**Effective Date**"), by and between **Meridian Vacations LLC**, a Maryland limited liability company with its principal mailing address in Ocean City, MD ("**Meridian**" or "**Co-Host**"), and the lawful property owner(s) and Host of Record identified in Exhibit A ("**Owner**"). Meridian and Owner are collectively referred to as the "**Parties**."

RECITALS & OPERATIONAL STRUCTURE

Owner holds fee-simple title (or lawful control) to the residential real property designated in **Exhibit A** (the "**Property**") in Worcester County, MD, and acts as the **Host of Record** granting transient lodging licenses directly to short-term guests via online booking platforms. Owner retains Meridian solely as an independent hospitality technology, revenue optimization, and field coordination provider under the owner-first protocols established herein.

1. APPOINTMENT, RELATIONSHIP & SERVICE TIERS

1.1 Appointment & Service Tier Election: Owner retains Meridian as Owner's exclusive short-term rental co-hosting, revenue optimization, and hospitality coordination provider for the Property during the Term under the tier selected in Exhibit A:

Tier A: Full Turnkey Co-Hosting (12% Commission)

Comprehensive digital & field management: Daily dynamic pricing, multi-channel distribution (Airbnb, Vrbo, Direct), light staging & amenity guidance, guest communications (under 15-min response target 7am–11pm; 24/7 emergency triage), dedicated local turnover crew coordination & remittance, 45-point photo QA audits, damage claim submissions, smart lock access, Minut decibel monitoring, on-site triage, and pre-/post-season 1-on-1 owner reviews.

Tier B: Revenue Desk & Distribution (6% Commission)

Digital revenue optimization: Daily dynamic rate pricing, multi-calendar synchronization, platform listing SEO copywriting, monthly payout reconciliation, and pre-/post-season 1-on-1 owner strategy reviews. Owner retains full responsibility for on-site operations, cleaning crews, guest key handoffs, and physical property maintenance.

1.2 Independent Contractor & Operational Role: Meridian operates strictly as an independent hospitality technology and co-hosting provider. Owner remains the legal **Host of Record** granting transient lodging licenses directly to guests; Meridian neither executes residential leases on Owner's behalf nor holds gross rental proceeds in escrow. Nothing herein creates a partnership, joint venture, employer-employee, or landlord-tenant relationship.

1.3 Maximum Transient Stay Limit (28 Nights): To preserve transient vacation rental status and prevent any guest from acquiring statutory month-to-month tenant rights under Maryland law, no reservation shall exceed **twenty-eight (28) consecutive nights** without prior written consent of both Parties.

2. REVENUE ROUTING, DIRECT PAYOUTS & COMPENSATION

2.1 "You Get Paid First" Direct Payout Protocol: Meridian does *not* take custody of gross guest accommodation proceeds and does not hold rental revenue in escrow. **100% of Owner's net accommodation payouts disburse directly from booking platforms into Owner's designated bank account** per standard platform payout schedules (never held in Meridian escrow).

2.2 Definition of Gross Accommodation Revenue: Under booking platforms' host-paid commission models, Meridian's commission (12% Tier A; 6% Tier B) is calculated on **Gross Accommodation Revenue**, defined as the total nightly room rate multiplied by nights booked, plus any extra-guest, pet, or early/late check-in fees paid by the guest, calculated *after the deduction of Airbnb/Vrbo platform host service fees*, and excluding government transient lodging taxes and pass-through turnover cleaning fees.

2.3 Automated Platform Payout Routing (Airbnb — Option 1 Split): For all Airbnb reservations, the Parties shall establish and maintain Airbnb's native *Co-Host Payout Routing Rule* to split disbursements automatically at source upon check-in:

- **Tier A (12% Turnkey):** Airbnb routes **12% of Gross Accommodation Revenue + 100% of the guest-paid Turnover Cleaning Fee** directly to Meridian (so Meridian pays cleaning crews immediately upon 45-point audit completion without floating cash), and routes **88% of Gross Accommodation Revenue** directly to Owner.
- **Tier B (6% Revenue Desk):** Airbnb routes **6% of Gross Accommodation Revenue** to Meridian, and **94% + 100% of Cleaning Fees** to Owner.

2.4 Vrbo, Direct Bookings & Automated ACH Autopay (1st & 10th Schedule): For channels that disburse 100% of gross funds (including guest cleaning fees) directly to Owner:

- **1st of Month Statement:** Meridian delivers an itemized statement via QuickBooks Online detailing completed check-ins, Gross Accommodation Revenue, earned 12%/6% commissions, pass-through guest cleaning fees (Tier A), and approved Maintenance Buffer replenishments (§ 3.2).
- **10th of Month ACH Autopay (10-Day Review Window):** Owner authorizes Meridian to initiate an electronic **ACH direct debit (Exhibit B)** on the 10th calendar day of each month for the statement balance.
- **Returned ACH & Overdue Balances:** Returned ACH transfers incur a \$35 fee; balances unpaid after the 15th may accrue a late charge of 1.0%/month (12%/yr). Meridian may apply available Maintenance Buffer funds (§ 3.2) to settle overdue balances.

2.5 Transient Lodging Taxes: Owner is the statutory taxpayer of record for Maryland State (6%) and Worcester County / Ocean City (5%) lodging taxes. Where platforms do not automatically remit taxes (or where municipal host filings are required), Owner is solely responsible for tax registration, reporting, and remittance.

3. MAINTENANCE, REPAIRS & PREVENTATIVE UPKEEP (\$0 MARKUP)

3.1 Strict Zero Markup Guarantee (\$0): Meridian covenants and warrants that it **never marks up, inflates, or surcharges third-party vendor or contractor invoices**. All licensed third-party trade services (HVAC, plumbing, electrical, structural repairs, and materials) are billed to Owner at exact out-of-pocket invoice cost with original receipts attached.

3.2 Operating Maintenance Buffer (\$500 Reserve): Upon execution, Owner deposits a refundable working capital reserve of **\$500.00** into Meridian's dedicated client reserve account:

- **Operational Purpose:** Utilized exclusively to fund routine upkeep, lock batteries, filter swaps, and urgent guest triage without delaying guest comfort or risking negative reviews.
- **Monthly Replenishment (10th of Month):** Whenever drawn down, Meridian attaches vendor receipts to the 1st-of-month statement, and the reserve is automatically replenished back to \$500.00 via the monthly ACH draft on the 10th.
- **Full Refund Guarantee:** Any unused balance (net of unpaid statement balances) is refunded to Owner within 30 days of contract termination following offboarding audit.

3.3 Two-Tier Repair Authorization Structure:

REPAIR TIER	DOLLAR THRESHOLD & SCOPE	APPROVAL & BILLING MECHANISM
Tier 1: Minor Upkeep	Under \$250.00 • Routine upkeep, lock batteries, toilet flappers, garbage disposal clogs	Meridian executes immediately; funded from the \$500 Maintenance Buffer with receipt attached.
Tier 2: Major Repairs	\$250.00 and Over • Appliance replacement, licensed HVAC/plumbing/electrical repairs	Requires prior electronic approval from Owner. For repairs > \$500, Owner pays vendor directly or funds in advance.
Emergency Exception	Imminent safety hazard, active water leak, HVAC or hot water failure during occupied guest stay	Meridian authorized up to \$500 for emergency stabilization if Owner is unreachable after diligent efforts.

3.4 Preventative Upkeep, Hospitality Readiness & Minor Triage Desk: For routine preventative upkeep, hospitality readiness checks, HVAC filter swaps, smart lock battery/code servicing, seasonal weatherization walks, and minor non-structural adjustments, Meridian provides access to its on-site field operations desk led by **Aaron Lovegrove (a Managing Member of Meridian Vacations LLC)** at a preferred rate of **\$65.00 to \$75.00 per hour** plus exact cost of materials. Owner acknowledges that 100% of such hourly labor compensation is paid directly to Aaron Lovegrove with \$0 company markup added by Meridian. Any work requiring a Maryland Home Improvement Commission (MHIC) or specialized trade license (plumbing, electrical, HVAC) is dispatched to licensed third-party contractors at exact receipt cost under § 3.1.

4. TURNOVER CLEANING, QA AUDITS & GUEST DAMAGE CLAIMS

4.1 Guest-Funded Housekeeping & Remittance: All standard turnover cleanings between guest stays are funded 100% by guests via the platform Cleaning Fee. Under **Tier A**, Meridian receives the guest cleaning fee (via Airbnb native split under § 2.3 or ACH statement settlement under § 2.4) and remits payment directly to the cleaning crew upon completion of the turnover audit.

4.2 45-Point Inspection QA & Starter Consumables: Under Tier A, each turnover undergoes Meridian's mandatory 45-point photo turnover inspection verifying linen sanitation, staging, amenity restocking (paper towels, toilet paper, trash bags, dish/hand soap, sponge), lock testing, and damage reporting before incoming guests arrive. Annual spring deep cleans, carpet steaming, and linen replacements remain Owner's responsibility.

4.3 Guest Damage Claims & Cleaner Non-Solicitation: Owner authorizes Meridian to submit timestamped photo evidence from its 45-point audits to Airbnb (AirCover), Vrbo, or damage protection programs on Owner's behalf to recover guest damage reimbursements. Owner agrees not to directly solicit, hire, or contract independently with Meridian's introduced turnover cleaning teams during the Term and for twelve (12) months following termination.

5. OWNER PERSONAL STAYS, CANCELLATIONS & PROPERTY SALE

5.1 Unlimited Personal Stays: Owner retains unencumbered rights to occupy the Property. Meridian imposes **zero blackout dates, zero annual night limits, and zero commission fees** on Owner personal stays or complimentary family stays. Following an Owner stay, Owner shall either leave the Property turnover-ready per Meridian's checklist or have Meridian dispatch the cleaning crew at Owner's expense at the standard turnover rate.

5.2 Calendar Protocol & Owner-Fault Cancellations: Owner reserves personal dates via Meridian's shared calendar prior to dates being booked by paying guests. Owner personal stays cannot displace confirmed guest bookings. **If any confirmed guest reservation is canceled or refunded due to Owner's unapproved personal use, double-booking, failure to approve/fund a critical habitability repair, HOA utility shutoff, or rental license lapse, Meridian remains entitled to 100% of its full commission (12% or 6%) on that booking**, and Owner bears any platform host cancellation penalties. For no-fault weather or platform refunds, commissions adjust proportionally.

5.3 Sale of Property & Realtor Showings: No real estate showings, inspections, or open houses may occur during occupied guest stays. If Owner sells or transfers the Property during the Term, Owner shall either: (a) transfer the Property *subject to* honoring all existing booked reservations (with buyer assuming this Agreement), or (b) settle Meridian's earned commissions on all pre-booked future reservations at or prior to closing pursuant to § 7.3.

6. SMART HARDWARE, ORDINANCE ENFORCEMENT & COMPLIANCE

6.1 Smart Hardware Ownership & Privacy-Safe Monitoring: Meridian configures a commercial smart deadbolt (rolling time-sensitive guest codes) and a **Minut privacy-safe decibel/occupancy sensor**. Both the smart deadbolt and the Minut sensor are supplied, installed, and owned by Meridian and remain Meridian's property (upon offboarding, Meridian removes its smart lock, reinstalls Owner's original lock, and retrieves its Minut sensor). Minut sensors measure only sound decibels and environmental indicators; they *never record audio, conversation, or video*. Meridian discloses sensor presence on all public listings.

6.2 Express Authority for Guest Removal & Ocean City Noise Enforcement: In compliance with applicable Town of Ocean City noise ordinances and short-term rental housing regulations, **Owner grants Meridian express authority as Host's operational representative to immediately terminate a guest's transient license to occupy, deactivate smart lock codes, and enlist the Ocean City Police Department to remove any guest** who violates municipal noise laws, exceeds posted maximum occupancy limits, hosts an unauthorized party, or damages the Property. Owner holds Meridian harmless from any guest refund forfeiture resulting from a good-faith ordinance or house-rule eviction.

6.3 Ocean City STR Licensing & HOA Rules: Owner warrants that short-term rentals are permitted under municipal zoning and condominium/HOA bylaws. Owner shall maintain a valid **Town of Ocean City Rental License** and provide Meridian with current HOA rules. Mandatory HOA guest registration or parking permit fees not paid directly by guests are passed through to Owner at cost.

7. TERM, TERMINATION & POST-TERMINATION RESERVATION CONTINUITY

7.1 Month-to-Month Term & Termination for Convenience: This Agreement operates on a **month-to-month basis** from the Effective Date. Either Party may terminate without cause at any time with **thirty (30) days' written notice**.

7.2A Introductory 90-Day "Love It or Leave It" Period: During the first ninety (90) days after the Effective Date, Owner may terminate for any reason **effective immediately** upon written notice, without the 30-day notice period of § 7.1 and without penalty. § 7.3 applies to any such termination.

7.3 Post-Termination Reservation Continuity & Procuring Cause: Meridian invests substantial upfront marketing, algorithmic tuning, copywriting, and inquiry management to secure reservations months ahead of check-in dates. Accordingly, Meridian's commission (12% or 6%) is earned when a reservation is booked (*Procuring Cause*). Upon termination for any reason, Owner may elect one of two fair transition paths for pre-booked future reservations on the calendar:

- **Option A — Standard Servicing Continuity (Default):** Meridian continues to service all reservations booked prior to the effective termination date through their scheduled check-out dates, collecting its standard 12% (or 6%) commission and cleaning fees normally via platform split or monthly ACH as those stays occur.
- **Option B — Immediate Handover Settlement:** If Owner prefers to transition management immediately (or sells the Property) and elects to remove Meridian's co-host permissions or payout routing *prior* to the completion of pre-booked reservations, the earned 12% (or 6%) commissions on those pre-booked stays shall be settled on the final offboarding statement via ACH (or Maintenance Buffer setoff). If any pre-paid future reservation is subsequently canceled by the guest, Meridian shall promptly refund or credit the corresponding commission to Owner.

7.4 Intellectual Property & 30-Day Offboarding Handover: Owner retains ownership of their underlying platform listing account and guest reviews. Meridian retains exclusive IP rights to its custom PriceLabs profiles, ad copywriting, digital guidebooks, and Meridian-funded photography (unless purchased at cost by Owner). Within 30 days of final serviced guest checkout (or Option B settlement), Meridian issues a final accounting, refunds remaining Maintenance Buffer funds, retrieves its Minut sensor, and removes Meridian's smart lock and reinstalls Owner's original lock.

8. INSURANCE, INDEMNIFICATION & LIABILITY LIMITS

8.1 Owner STR Insurance & Co-Host Coverage: Owner shall maintain comprehensive homeowner's and **commercial short-term rental liability insurance (\$1,000,000 minimum per occurrence)** naming *Meridian Vacations LLC* as an Additional Insured, providing a Certificate of Insurance within 14 days. Meridian shall obtain commercial general liability insurance before the first guest check-in under this Agreement and maintain it throughout the Term.

8.2 Mutual Indemnification & Liability Cap: Owner shall defend and indemnify Meridian from claims arising from property defects, premises liability, HOA/tax/licensing violations, good-faith guest removals (§ 6.2), or owner acts. Meridian indemnifies Owner for damages resulting directly from Meridian's negligence, willful misconduct, or fraud. Except for gross negligence or fraud, Meridian's maximum aggregate liability under this Agreement shall not exceed the greater of **\$2,500.00** or the net commission fees retained by Meridian for the Property over the preceding six (6) months.

9. GOVERNING LAW, VENUE & GENERAL PROVISIONS

This Agreement is governed by the laws of the **State of Maryland**, with exclusive venue in the Circuit or District Court for **Worcester County, MD**. The prevailing Party in any enforcement action shall recover reasonable attorney's fees and court costs. Formal notices may be delivered via email. Sections 2.4, 4.3, 7.3, 8.2, and 9 survive termination.

IN WITNESS WHEREOF, the Parties execute this Master Agreement as of the Effective Date:

MERIDIAN VACATIONS LLC (CO-HOST)

PROPERTY OWNER(S) (HOST OF RECORD)

By: Jim Boyer, Managing Member • Direct: Date: _____

Signature: _____ • Date: _____
Printed Name / Entity Title: _____

By: Aaron Lovegrove, Managing Member • Direct: Date: _____

Signature: _____ • Date: _____
Printed Name / Entity Title: _____

MERIDIAN VACATIONS LLC • MASTER CO-HOSTING AGREEMENT

EXHIBITS A & B: PROPERTY SCHEDULE & ACH MANDATE

EXHIBIT A: PROPERTY SCHEDULE & SERVICE ELECTION

Owner Name(s) / Entity (Host of Record):	_____
Owner Phone & Email:	Phone: _____ • Email: _____
Property Address:	_____, Unit # _____
Ocean City Rental License #:	# _____ • Expiration Date: _____
Unit Specs & Max Occupancy:	Bedrooms: _____ Bathrooms: _____ Max Posted Occupancy: _____ Parking Permits: _____
Condo / HOA Association:	Building / Association: _____ Management Phone: _____

☐ **TIER A: TURNKEY FULL CO-HOSTING (12%)**

Airbnb Native Split (Option 1): Routes **12% of Gross Accommodation Revenue + 100% of Guest Cleaning Fee** to Meridian (to pay cleaners directly upon 45-pt QA audit); routes **88% of Gross Accommodation Revenue** directly to Owner.

☐ **TIER B: REVENUE DESK ONLY (6%)**

Airbnb Native Split: Routes **6% of Gross Accommodation Revenue** to Meridian; routes **94% + 100% of Guest Cleaning Fee** directly to Owner. Owner handles on-site cleanings, guest handoffs, and maintenance.

Commercial Summary: Commission: 12% (Tier A) or 6% (Tier B) of Gross Accommodation Revenue • Third-Party Repair Markup: **\$0.00** • Preventative Upkeep & Triage Desk (Aaron Lovegrove, Managing Member): \$65–\$75/hr (100% pass-through) • Initial Maintenance Buffer: \$500.00 • Pre-Auth Repair Limit: \$250.00.

EXHIBIT B: AUTOMATED ACH DIRECT DEBIT AUTHORIZATION (QBO / PLAID)

By signing below, Owner authorizes **Meridian Vacations LLC** (via Intuit QuickBooks Online / Plaid) to initiate electronic ACH debit entries (and credit adjustments for any errors) from the depository account connected via QuickBooks Online's encrypted bank-link portal:

Account Holder Name(s):	_____
Depository Bank Name:	_____
Account Type & Identifier:	[] Checking [] Savings • Last 4 Digits of Account #: _____
Encrypted Bank Verification:	<i>Full routing and account numbers are connected digitally via QuickBooks Online / Plaid secure link upon onboarding (no raw account numbers stored on paper).</i>

Standing ACH Schedule & Advance Notice Terms (1st & 10th Protocol):

- 1st-of-Month Statement & 10th-of-Month ACH Settlement (10-Day Advance Notice):** On the **1st of each month**, Meridian emails an itemized statement. On the **10th of each month**, Owner authorizes an automated ACH debit for the statement balance covering: (a) earned commissions (12% or 6%) and pass-through guest cleaning fees (Tier A) on non-split channels (Vrbo, direct stays), and (b) Maintenance Buffer replenishments (restoring the \$500.00 reserve) with attached vendor receipts. Pursuant to 12 CFR § 1005.10(d), Owner receives 10 days' advance notice via the 1st-of-month statement and pre-authorizes variable monthly debits up to \$2,500.00.
- Post-Termination Reservation Continuity (§ 7.3):** Upon termination, this authorization remains active to settle earned commissions on pre-booked reservations under either Option A (as stays occur) or Option B (handover statement settlement).
- Revocation Notice:** Remains in full force until all obligations under the Agreement are satisfied and Owner provides 30 days' written revocation notice.

Authorized Account Holder Signature • Date: _____

Printed Name of Account Holder • Phone: _____