

## **JYPK Property Management, Rentals, and Sales Agreement**

**JYPK Property Management, Rentals, and Sales ("JYPK MANAGEMENT") is a highly motivated company dedicated to the promotion of rentals, property management, and the sale of Memberships at Pied-a-terre at Casitas Aparicio, located at Aparicio 25, El Centro San Miguel de Allende, Guanajuato MX 37700 ("The Property").**

**Owners, Jonathan Yamauchi and Paula Kresser, and/or their designated Property Manager property manager (Property Managers), has exclusive authorization to act on behalf of JYPK MANAGEMENT for all rental activities, including Housekeeping, Landscaping, Maintenance, and Guest Services at The Property. As a team, we are dedicated to providing highest levels of quality service and support to our Members and Guests of Members throughout their stay.**

**Property Manager: Jonathan Yamauchi: 1.415.678.9604 Paula Kresser: 1.816.813.1253 (WhatsApp or direct) Email: [contact@piedaterre-sanmiguel.com](mailto:contact@piedaterre-sanmiguel.com). Property Manager will be available to meet and greet Member, Member's guest(s), and renter(s), hereinafter "Member" at "The Property" at a time mutually agreed upon between Guest and Property Manager. Guests will be promptly notified in writing of any future changes in employees, duties, and/or contact information pertaining to the Property Manager.**

**Member(s) profile, contact information, rental instructions and Rental Management Terms.**

**Member's Name(s):**

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**Mailing address:**

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**City, State / Province:**

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**Country / Zip Code:** \_\_\_\_\_

**Cell phone:**

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**Email:**

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**Credit Card:**

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### **PROPERTY PROFILE**

- 1. Pied-a-terre Unit # \_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_ to Month \_\_\_\_\_ Day \_\_\_\_**
- 2. Maximum Occupancy \_\_\_\_\_ Guests**
- 3. Membership Term: Lifetime (100 years) effective on registration date of Rental Management Agreement.**
- 4. Member's occupancy booking: Unless JYPK MANAGEMENT is notified in writing by**

**Member to the contrary, it is assumed that Member or its family members or other third party Member-generated renters, will occupy Member's designated unit for all of Member's designated month(s).**

- 5. Member access to the property shall be contingent upon Member's annual operating and maintenance dues and other financial obligations (if applicable) pertaining to their Agreement is paid current. Member shall provide Manager with a minimum 24-hour prior occupancy notice via email at: [contact@piedaterre-sanmiguel.com](mailto:contact@piedaterre-sanmiguel.com) and obtain email reply confirmation from Property Manager for all booking requests made by Member on behalf of Member's family, guests, or Member-generated third party renters (not procured by JYPK MANAGEMENT). Member's occupancy email notification to Property Manager shall contain the name(s), cell phone number, email and dates of proposed occupancy for all occupants.**
- 6. Vacation rentals: Rental services for the purpose of generating rental income to the Member will be available to Member on a best efforts basis, provided however, that Member's maintenance fees and other financial obligations (if applicable), are paid current. Income generating rental marketing activity performed on behalf of Member shall be carried out by JYPK MANAGEMENT. Third parties interested in booking Member's unit will be charged the lower of the rack rate, special seasonal rate, discount coupon rate as posted on [www.piedaterre-sanmiguel.com](http://www.piedaterre-sanmiguel.com), or rates posted on airbnb.com, booking.com or other OTAs at the time the reservation is booked.**
- 7. JYPK MANAGEMENT marketing channels for rentals: Brick and Mortar Travel Agencies, Wholesale Agencies, or other third parties, airbnb.com (Super Host with 4.9 out of 5 rating), booking.com (5.9 out of 10 rating), expedia.com, tripadvisor.com, googlehotels.com, bingplaces.com, Agoda.com, and other OTAs as added in the future, company web site: [www.piedaterre-sanmiguel.com](http://www.piedaterre-sanmiguel.com), returning guests, and other Members (if procured by JYPK). Rental commission: 15% net of taxes and fees charged by the OTAs (Online Travel Agencies and Meta Data search engines).**
- 8. Member's payment source for remittance of rental income to Member: Any payment source mutually agreed upon between Member and JYPK MANAGEMENT. Cost of remitting payment to Member shall be borne by Member. JYPK MANAGEMENT will remit Member's earned net rental income and itemization of rental activity (if applicable during Member's designated month) on the 15<sup>th</sup> of the month following the calendar month of rental. Each remittance of net rental income will include an accounting in the notes area of each remittance documenting net rental income received. Net rental income earned by Member will first be applied toward any outstanding balance due on Member's account before remitting the net rental income to Member.**
- 9. JYPK MANAGEMENT shall accept full responsibility for any damages to the unit or loss of personal property to Member's designated unit for the duration of Member's designated month for all rentals procured and managed by JYPK MANAGEMENT.**
- 10. Member requests for JYPK MANAGEMENT to rent Member's unit to third party renters: Member to provide Property Manager with as much advance notification as possible to increase the odds of Member's designated unit being rented for the days/month desired. Rental requests must be emailed to Property Manager at**

[contacts@piedaterre-sanmiguel.com](mailto:contacts@piedaterre-sanmiguel.com), and include the date(s) unit will be available for rent. Rental requests made by Member shall become valid upon email reply confirmation from Property Manager for all booking requests made by Member. Member may cancel their rental request at any time prior to payment of booking by third party, provided however, such cancellation is made in writing via email to Property Manager at [contacts@piedaterre-sanmiguel.com](mailto:contacts@piedaterre-sanmiguel.com) and confirmed by Property Manager via Reply email as being received.

11. Unless otherwise prohibited, Member is authorized to rent their unit on their own behalf and/or authorize other third parties to occupy their designated unit during all or part of Member's designated month, without any liability for rental commission to JYPK MANAGEMENT, provided Member's annual operating and maintenance dues and other financial obligations (if applicable) pertaining to their Agreement is current. Member is prohibited from listing Member's unit for rent on the OTAs (Online Travel Agencies): including but not limited to airbnb.com, tripadvisor.com, booking.com, expedia.com, and googlehotels.com.
12. **When occupant is not procured by JYPK MANAGEMENT:** Member agrees to accept full responsibility for any damage or loss of personal property to Member's designated unit for the duration of Member's designated month, whether the unit is occupied by Member, Member's family, guests, or Member-generated third party renters.
13. **Guest arrival and departure:** Check-in: 3:00pm, Check-out 11am. Late arrivals after 8:00pm require prior text notification from Member, and shall incur a \$25USD service fee (unless late check-in is due to an occurrence outside of Member's control e.g. late flight arrivals). Guests may check luggage with Property Manager before 3:00pm with prior approval from Property Manager (via text). Early check-in and Late check-out requests are subject to availability of unit and requires prior approval of Property Manager (via text).
14. **Arrival at Property:** Member who generates self-generated rentals, and/or invites other third party guests not procured by JYPK Management, will inform their renter or guest that they must text Property Manager at his cell phone when Member's anticipated arrival is within 2-hours from the property.
15. **Requirement for all Renters and Guests upon arrival to The Property:** All Renters and Guests will, upon arrival, provide credit card information (for charges and/or services that guest may incur during their stay) and provide acceptable government issued Identification. Property Manager will provide Member with gate code and swipe card for entrance to the compound; keys to Member's unit; tour the property including an explanation of property rules; tour of Member's designated unit along with an explanation of unit amenities including, but not limited to, operation of the video doorbell, heaters, air conditioning and fireplace (where applicable), kitchen appliances, housekeeping policy, flat screen TV and video streaming to flat screen, and optional laundry service for personal laundry of guest. Property Manager will be available to provide any additional service to Member throughout Member's stay.
16. **Housekeeping:** Includes a thorough cleaning of Member's unit once per week including change of linens for bedding, change of towels, provisioning bathroom, as needed with toilet paper, kitchen with paper towels, plus a light cleaning of the unit

**(includes a change of towels in bathroom and kitchen) every third day of occupancy (or more often if requested by guest). Guests shall be responsible for washing their own dishes. Please note that our staff works very hard to provide our guests with a memorable and pleasurable experience during their stay. Cleaning fees are not paid to housekeeping staff. Staff gratuities are always appreciated and may be placed in the gratuity envelope and left in the tip box mounted on the wall as you exit the property. Please note: Gratuities are evenly distributed between our two housekeepers and our maintenance/landscape employee.**

- 17. Laundry Services: Optional wash and fold laundry services are available daily. Place laundry in laundry bag located in unit closet, and hang laundry bag on front door prior to 9am for next day service. Guests will have their credit card charged for laundry services upon departure.**

**Approved and Authorized by: \_\_\_\_\_ Date:**  
\_\_\_\_\_

**Approved and Authorized by: \_\_\_\_\_ Date:**  
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