

CONDOMINIUM2RENTAL POOL MANAGEMENT AGREEMENT

公寓 2 租赁池管理协议

THIS AGREEMENT is made the _____ day of 2013. BETWEEN:
xxxx xxxxx Ltd trading as Silver Reef Rentals (Referred to as the "Rental Manager") AND:

Unit Owner(s):

此协议于 20 年 月 日, xxx 有限公司经营的银礁房屋出租 (简称为“租赁管理”) 与单位业主 (们)之间订立

Address:

地址:

Telephone / Facsimile Number(s) /

email: (Hereinafter referred to as the
"Owner")

电话/传真号码/电邮:

(以下简称“业主”)

WHEREAS: the Owner is the owner of Condominium Unit No. , House (hereinafter referred to as the "Unit") situate at the resort property known as Silver Reef Condominium 2 (the "Resort");

鉴于: 业主是公寓单位楼,号的拥有者(以下简称“单位”), 位于名为银礁公寓 2(“度假屋”)的度假屋物业;

AND WHEREAS: the Owner agrees to have the above mentioned property, owned by him/her, included in the Silver Reef Rental Pool in accordance with the terms and conditions set forth in this Management Agreement.

及鉴于: 业主同意以上所述物业, 由他/她拥有的, 按照本管理协议所载的条款和条件纳入银礁租赁池内

AND WHEREAS: the Manager wishes to provide rental and property management agency services in connection with the Unit in accordance with the terms and conditions set forth in this Management Agreement.

及鉴于: 管理人员希望按照本管理协议所载的条款和条件提供有关单位的租赁及物业管理代理服务。

NOW THEREFORE, in consideration of the foregoing recitals, premises, mutual promises, covenants terms and Conditions set forth in this Management Agreement, the parties agree as follows:

因此, 现在考虑到以上载于本托管协议的条款和条件所做的陈述、预述、相互承诺、契约, , 双方达成如下协议:

1. Definitions

定义

1.1 The following terms used in this Management Agreement shall have meanings set out below unless the Context otherwise requires:

在此管理协议以下所用条文应有下列陈述除非上下文有其他要求:

a. "Management Agreement" shall mean this Condominium Rental Management Agreement;

“管理协议”是指此公寓租赁管理协议;

b. "Tenant" shall mean any person or entity that agrees to rent the Unit; “承租人”是指任

何人或个体同意承租该单位;

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c. "Long Term Unit Rental Bookings" shall mean any unit rental for three (3) consecutive months in the Unit or longer;

“单位长期租赁预定”是指任何租赁同一单位入住连续三(3)个月或更长的;

d. "Gross Rental Income" shall mean all funds received by the Manager from Tenants or the Manager's agents on a monthly basis for the rental of the Unit but does not include any damage deposit or security deposit retained by the Manager upon securing a new Tenant in the Unit;

“总租赁收入”是指所有由管理人员或管理代理以每月为基础收到承租人租赁单位的资金但不包括任何管理人员保存的新承租人租赁单位的赔偿押金或保证金。

d. "Short Term Unit Rental Bookings" shall mean any unit rental for less than three (3) consecutive months in the Unit;

e. “单芝短期租赁预定”是指任何单位租赁入住少于连续三(3)个月的。

f. "Unit" shall mean the apartment owned by the Owner. “单位”是指已由业主所拥有的公寓。

2. Agreement

2.1 Engagement. The Owner hereby agrees to have the above mentioned unit included in the Silver Reef Rental Pool for the purpose of renting the Unit subject to the terms and conditions of this Management Agreement. For greater clarity, the Owner hereby

authorizes Silver Reef Rentals (Fort Tyson Ltd.) to act as the Owner's Management Agent to rent, lease, let, or grant a license to use the Unit. The Owner agrees and accepts that this agreement is separate from the Condominium Home Owner's Management Company, who are responsible for the running of the condominium as elected by the Home Owner's Board.

租赁池的目的是根据本管理协议的条款和条件出租单位。为更清晰, 业主特此授权银礁租金(泰森堡公司)作为业主的管理代理租赁、租约、出租、或授权使用单位。

2.2 Term for the Rental Pool Management. The term of this agreement, hereafter known as the "Term" shall commence on the Closing of this Agreement and shall continue in accordance therewith unless terminated by either party as set out in Section 3 of this agreement.

应自完结时着手并应据此继续本协议, 除非一如载于本协议第 3 节中任何一方终止。

2.3 Owner Occupancy. The Owner will commit the Unit to the Rental Pool and shall have Reserve the Unit as follows:

业主占用。 业主会将单位交给租赁池并可预留单位如下:

(a) Rental Pool Commitment Period. The Unit shall remain in the Rental Pool for the twelve (12) month period beginning 1st April and ending 31st March of the subsequent year (the "Operating Year").

租赁池承诺期。 单位应保留在租赁池十二(12)个月由 4 月 1 日起至下年的 3 月 31 日止(“实施年度”)

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(b) Owner Occupancy Restrictions. The Owner shall have the right to stay in their apartment or apartment of similar size (subject to availability) which will be subject to the normal standard rental rate prevailing at the time.

业主居住限制。业主应有权居住在其公寓或同样大小的公寓(视乎供应) 这将按照在当时正常标准的出租率。

2.4 Rental Pool Reservations, Policies and Conditions of Operation. During the term of this Management Agreement, the Manager or the Manager's agents shall provide the following services:

协议, 管理人员或管理人员代理将提供以下服务:

- a. Maintain a rental management and property management office and other appropriate facilities to be used as administration, reservation, and service centers;
维护租赁管理及物业管理办公室及其他用作行政、预订及服务中心的相应设施;
- b. Establish rental rates for the Unit, to adjust such rates from time to time and to establish and carry out rental policies, rental collection and procedures;
订立单位租金率, 定时调整此比率, 及建立及实行租赁政策、租金代收及程序;
- c. Advertise and promote the rental of the Unit;
租赁单位的宣传及推广;
- d. Manage all relations with Tenants which shall include the negotiation and preparation of lease agreements and renewals, the coordination of maintenance requirements and the collection of Gross Rental Income;
管理与承租人的各方关系应包括洽谈及准备租务合约及续约, 协调维护要求及代收总租赁收入;
- e. Enter into contracts on the Owners behalf for utilities, services, maintenance or repairs, as required;
按要求代表业主们签订公用设施、服务、维修或修理的合同;
- f. Inspect the Unit on a regular basis and coordinate the maintenance and repair of the Unit, if required;
如有要求, 定期地检查单位及协调维护及维修单位;
- g. Maintain accurate records of receipt, expenses, and accruals pursuant to the terms of this Agency Agreement;
依照本代理协议的条款, 保留准确的单据、支出及收益的记录;
- h. Terminate tenancies and serve appropriate notices on behalf of the Owner;
代表业主中止租期及发出适当通知。
- i. Take up references for prospective long term tenants
留意参考预期长期租户
- j. Initiate eviction and damage action on behalf of the Owner; and
代表业主初起收回和破坏行动; 及
- k. All other services incidental to providing rental management and property management services for the Unit as required.
所有提供给单位所要求租赁管理及物业管理服务附带的其他服务。

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2.5 Owner Duties and Responsibilities. In addition to the obligations of the Owner elsewhere in this Agreement, the Owner will perform the following functions:

业主职责与责任。 业主除在本协议的其他责任外， 业主将履行以下功能：

- a. The Owner acknowledges and agrees that upon the execution of this Rental Management Agreement the payment of annual and monthly recurring costs, charges and expenses related to the rental of the Unit will be deducted from the total Owner's revenue portion of the rental pool.

业主知悉并同意当此租赁管理协议生效时， 有关租赁单位缴付的年度及每月的经常性成本、 费用及开支将会由租赁池的部份业主总收入中扣除。

- b. The Owner shall also be responsible for the costs and expenses of repairing and replacing items within the Unit which require repair or replacement due to normal wear and tear including, without limitation, all furniture, fixtures, and equipment. Fair wear and tear and maintenance expenses will be deducted from the Maintenance Fund.

业主应负责所有维修或换置单位内正常耗损所需要维修或换置物品的费用包括但不限于所有家、 具固定装置及设备。 合理的耗损和维修费用将从维修基金中扣除。

- c. The Owner shall be responsible for Utility Bills– Cable Television, Water and Sanitary Services, Internet Access, Electrical Utility – Hereafter known collectively as the "Utilities". The utility costs for Rental Pool units available for occupancy will be pooled and paid for with funds from the Gross Rental Revenues.

业主应负责水电费、 有线电视、 水和卫生服务、 互联网接入、 电力设施， 以下统称为“公用设施”。 居住在租赁池单位的公用设施成本将会收集及由租赁总收入资金中缴付。

- d. The Owner shall store the Owner's personal property in the Unit at the Owner's own risk. The Manager assumes no liability for the loss or damage thereof, and recommends that the Owner does not store personal items, especially any valuables, in the Unit.

业主应对储存在单位内他个人的私人财产负责。 管理人员对此是假定为不负任何遗失及损毁责任的， 遂建议业主不要储存私人物品， 尤其是任何值钱的东西在单位内。

- e. The Owner shall be responsible for procuring and maintaining at the Owner's expense appropriate contents insurance policy with an insurance company authorized to provide insurance in the Federation of Saint Christopher and Nevis. Buildings insurance is in place as provided under the Condominium Declaration and is accounted for within the Home Owners Association Annual Assessment of fees and charged accordingly.

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业主应自行负责取得及维持由圣克里斯托弗和尼维斯联邦获准提供保险的保险公司合适内容的保险单。建筑物保险是在公寓说明中提供，是在业主协会年度评估费用中报账并收取相应的费用。

f. The Owner agrees to purchase the Developer's recommended furniture pack as detailed in Attachment A

业主同意购买发展商建议在附件 A 详细所述的家具套装。

g. The Owner acknowledges and agrees that upon the execution of this Rental Management Agreement the payment of annual and monthly recurring costs, charges and expenses related to the Condominium Fees levied by the Home Owner's Association will be deducted from the Owner's revenue portion of the rental pool.

业主知悉及同意直至执行此租赁管理协议，有关公寓被业主协会所征收的年及月应缴付的经常性成本、费用及支出费用将会在租赁池的业主收益部份中扣除。

2.6 Management and Other Fees. The Owner and the Manager agree and covenant that the following provisions will govern the computation and distribution of rental income:

管理及其他费用。 业主及管理人员同意及约定以下条款将支配租赁收入的计算及分配。

a. **Management Fee.** As compensation for the management services provided under this Agreement, the Owner agrees to pay the Manager a fee equal to 10% of Gross Rental Revenues hereafter known as the "Management Fee". This fee is deducted monthly in arrears from the Gross Rental Revenues.

Management Services include but are not limited to:

管理费。 作为在此协议下给予管理服务的补偿，业主同意缴付相等于以后租赁总收益的百分之

十 的管理费用称为“管理费用”。 此费用是从租赁总收益的欠款中每月扣除。

管理服务包括但不限于：

Marketing Fees: All the costs of marketing and advertising are included.

市场推广费用： 包括所有市场推广及广告宣传的成本费用。

Inventory or Changeover Costs: All the costs associated with the management of the lettings are included.

库存或转换成本： 所有有关出租管理成本包括在内。

No Separate Agency Fees Payable: All the management agency fees and finder's fees levied by the Management Company or external lettings agents are included.

没有个别代理费缴付： 所有管理公司或对外出租代理的代理管理费及介绍费均已包括在内。

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Administration and Office costs are included

已包括行政及办公室成本在内,

Staff Salaries are included

已包括员工薪资。

b. Maintenance, Repair and Replacement Fund

维护维修及重置资金

The Owner agrees to pay a fee equal to 3% of the Gross Rental Revenues in order to provide funds for Maintenance, Repair and Replacement. In the event that the money in the Maintenance Fund is insufficient for such maintenance, repair or replacement, The Management Company may retain such excess from the Gross Rental Revenues. The Owner agrees that the Rental Manager may make expenditures from the Maintenance Fund for such maintenance, repair and replacement without any prior authorization from the Owner.

业主同意缴付相等于租赁总收益百分之三(3%)的费用以提供给维护维修及重置的资金。如果在维护基金中没有足够金额给予此等维护、维修或重置, 管理公司可从租赁总收益中保留所超出之余额。业主同意租赁管理员可从维护基金中为此等维护维修及重置作为开支而并不用事前得到业主允许。

2.7 Owner's Distribution Account and Calculation of Owner's Share of Revenues.

业主的分配账户及业主收益份额的计算。

a. Members of the rental pool share in the profits of the rental income generated (in excess of the Maintenance Fund and Management charges). This will be assessed at the end of each year and a dividend will be payable at that time.

在租赁池的成员分享租赁收入所产生的利润(当超出维护基金及管理费用)。这将会在每年底做出评估并将会在那时派发红利。

b. The Management Company shall maintain an account on behalf of the Unit Owners. At the end

of each calendar month during the Term, after the payment of the Rental Pool Operating Costs, the Management Company will remit to the account any remaining Net Rental Proceeds. Any and all interest earned on funds in the Owners' Distribution Account shall accrue to the Residential Unit Owners. At the end of each calendar year during the Term, The Rental Management Company shall distribute the funds to the Owners as follows. This distribution is hereafter known as the "Residential Owner's Share of Revenues".

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管理公司应维持一个单位业主为代表的账户。在每期的每个日历月完结时，在租赁池营运成本缴付后，管理公司将会剩余的租赁收益汇入账户。任何在业主分配账户基金所赚取的利息应归于住宅单位业主们的。在每期的日历年底，租赁管理公司应会给业主分配基金如下。此等分配在此称为“住宅业主收益分享”。

- c. **Owner's Share Calculation basis:** For every day that the Unit is in the rental pool the Management Company shall calculate and record the Gross Rental Revenues for that day, hereafter known as "Daily Gross Revenues" as well as the total square footage of the Units participating in the pool, hereafter known as the "Daily Area". Unit square footage is determined by the description contained in the Certificate of Title

计算业主共享基础：单位每一天在租赁池中管理公司应计算及记录该天的租赁总收益，在此称为“每日总收益”，及单位参与在池内的总建筑面积，在此后称为“每日面积”。单位建筑面积包含在产权证书说明中。

On a monthly basis the monthly Rental Pool Operating Costs will be calculated and recorded to determine a daily operating cost hereafter known as the "Daily Average Operating Cost" for the month. The calculation to determine the distribution rate, hereafter known as the "Daily Distribution Rate" is as Follows;

以月为基础，租赁池月营运成本将会计算及记录用以确定每日营运成本，后文称为每月的“每日平均营运成本”。决定分配率的计算方式称为“每日分配率”，如下：

Daily Gross Revenues - Daily Average Operating Cost = Net Daily Revenues

每日总收益 - 每日平均营运成本 = 每日净收益

Net Daily Revenues / Daily Area = Daily Distribution Rate

每日净收益/每日面积 = 每日分配率

The calculation used to determine the Owners distribution, hereafter known as the "Owner's Daily Distribution" is as follows:

用以决定业主分配的计算方式，在此文后称为“业主的每日分配”，如下

Square Footage x Daily Distribution Rate = Owner's Daily Distribution

建筑面积 X 每日分配率 = 业主的每日分配

2. **Owner Cost Deficiency:** If, after disbursement of all Owners' Share of Proceeds, the Owners' Distribution Account contains insufficient funds to cover the Rental Pool Operating Costs, the deficiency shall prorate between the Unit Owners and the Quarterly Statement will reflect the amount owed by the Owners. The Management Company may use any funds in the Maintenance Fund to cover such Owner Cost Deficiency.

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业主成本不足: 如果, 在所有的业主共享收益支付后, 业主的分配账户没有足够的资金去支付租赁池营运成本, 不足部分应是单位业主按比例并在季度报表中反映业主所欠金额。管理公司将用在维护基金内的任何资金去支付此等业主不足的成本。

2.8 Owners Right of Entry. The Owner shall have the right, upon 7days written notice to the Manager, Recognizing the privacy of the Tenant, to enter the Unit for the purpose of inspection.

业主进入权利。业主应有权利, 认识到承租人的私隐, 七天前书面通知管理人员, 以检查为目的进入单位。

2.9 Acknowledgement of Rental Pool Financial Return Variances. The Owner acknowledges that the potential financial returns associated with Rental Pool participation will vary significantly due to

承认租赁池财政收益变动。 业主承认这有关参与租赁池潜在财政收益将有显著的变化因为

- (i) The seasonal nature of the tourism industry,
旅游业的季节性,
- g. The amount of time the Residential Unit remains in the Rental Pool,
住宅单位在租赁池放置的时间,
- h. The availability of the Unit for occupancy during High Season periods including the Holiday Period, and
单位在旺季期间包括假期时期,居住的可用度及
- (iv) Potential impacts from ongoing construction activities.
进行建设活动的潜在影响。

3. Terms of Termination

终止条款

3.1 The term of this Rental Agreement shall commence on the date executed by both parties and shall continue for a period of one (1) year. Thereafter, this Rental Agreement shall automatically renew for further successive one (1) year terms unless either party provides the other with written notice of non - renewal at least thirty (30) days prior to the commencement of any renewal term.

本租赁协议的条款应双方同时执行和应为期一(1)年。其后, 此租赁协议应自动更新再后续一(1)年期

除非任何一方提供给对方在任何新续约期最少三十(30)天前书面通知其不续约。

3.2 Notwithstanding the term of this Rental Agreement, this Rental Agreement may be terminated by either party without cause, on the giving of sixty (60) days of written notice to the other party, which notice may be waived in whole or in part by the party receiving such notice. The management

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Company reserves the right to charge an administration fee. Rental income due will be pro-rated and payable at the end of the rental year. Any compensation due for the displacement of a tenant will be the responsibility of the Owner.

尽管此租赁协议的条款，此租赁协议可由任何一方给予对方六十(60)天书面通知而不须理由而中止，此通知收的一方可放弃整个或部份。管理公司将保留权利收取行政费用。租赁收入将在年底到时按比例缴付。业主将负责任何承租人变动的补偿。

3.3 Owner Withdrawal. In the event an owner decides to withdraw from the rental pool before the yearends his/her dividends and payments will be pro-rated and for ease of accounting purposes will also be made payable at the end of the year

业主提款。如果业主决定在年底前从租赁池提取他/她的股息，所支付的将会便于会计目的在年底时按比例宣布股利。

4. Limited Power of Attorney

授权有限权力

4.1 The Owner does hereby irrevocably name, constitute and appoint the Manager or the Manager's agents as the Owner's attorney-in-fact for the life of this Agency Agreement for the limited purposes of:

—
业主在此命名、任命及委任管理人或管理代理人在这协议的限期内有限目的作为业主的代理人:

e. providing access to the Unit;

提供可进入单位;

f. causing any Unit maintenance to be undertaken promptly and in accordance with the terms of this Agency Agreement and entering into any necessary related service agreements and making payments for same;

可使任何单位维护迅速进行及根据本协议条款任何有关的同样进行支付的服务协议须要进入。

1 issuing booking confirmations for the Unit;

单位发出了的预定确认;

2 taking any action that may be lawfully permitted and required to evict any Guest where appropriate;

任何法律上容许的行动及当要求适当地驱逐任何人员时;

(v) deducting and paying any amounts due pursuant to this Agency Agreement from the Owner's Expenses Account; and

根据本代理协议由业主支付账户中扣除及支付任何金额; 及

(vi) Negotiating, preparing and executing lease agreements and renewals on behalf of the Owner.

代表业主去商议、准备及执行和再续租务协议。

5. General

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综述

3. The Owner shall indemnify, defend, and hold harmless the Manager and its shareholders, employees, agents, subsidiaries, parent and affiliates from and against any and all claims, demands, damages, costs and expenses including without limitation reasonable attorneys' fees judgments, fines and amounts paid or to be paid in settlement arising from, related to, or in connection with the use and occupancy of the Unit.

业主应保护保卫及保持管理人员及其股东、雇员、代理、下属公司、母公司及联盟公司免于针对任何索赔、要求、损害等所受伤害,包括但不限于因使用及居住单位而引起的有关或相关的须缴付 或将缴付合理的律师费用、审判、罚款的成本及支出。

5.2 Owner's Representations and Acknowledgements.

业主的代表及确认。

The Owner acknowledges and agrees that neither the Developer, nor the Rental Manager nor any delegate, agent nor employee of either has made any representations, warranties or statements or projections of any kind related to potential rental income that will be generated by placing the unit in the rental programme. Nor made any representations warranties, statements or projections of any kind related to any economic or tax benefits that an owner might enjoy or benefit from by virtue of owning the unit or placing it in the rental programme.

业主承认及同意没有发展商或租赁管理员或任何代表代理或雇员可作为任何陈述、保证或声明或 预测任何种类有关放置在租赁计划内单位的租赁收入可能性。没有作为任何陈述、保证或声明或 预测任何种类有关业主放置在租赁计划的单位可享受的经济或税务收益。

- 2.3 Any provisions in this Agency Agreement intended to survive the termination of the Agency Agreement, including without limitation all indemnity provisions, shall survive the termination of this Agency Agreement.

- b. 任何在此代理协议的条款打算延续代理协议的终止,包括但不限于赔偿条款,应可延续此协议的终止。This Agency Agreement constitutes the entire agreement between the parties and there are no oral promises or representations or other agreements. This Agency Agreement replaces and supersedes any previous agreements or understandings between the parties. This Agency Agreement may not be modified except by a written amendment referencing this Agency Agreement signed by both parties. Headings contained in this Agency Agreement are for convenience purposes only. This Agency Agreement shall be governed by and construed under the laws of St. Christopher and Nevis excluding its conflict of law's provisions. With regard to any claims or controversies arising out of or in connection with this Agency Agreement, the parties hereby submit to the exclusive jurisdiction of the courts and authorities of the Federation of Saint Christopher and Nevis regardless of any other forums which may be available by reason of domicile or otherwise. Any claim brought in an unauthorized jurisdiction shall be dismissed upon application without prejudice, and may be filed in an

CONDOMINIUM2RENTAL POOL MANAGEMENT AGREEMENT

authorized jurisdiction. The costs and expenses of obtaining dismissal for improper forum, including reasonable attorneys' fees, shall be borne by the party that improperly filed the claim in an unauthorized jurisdiction. This Agency Agreement is not valid until signed by both parties.

此代理协议在各方面均没有口头承诺或代表或其他协议下构成整份协议。双方之间明白到此代理协议替代及取代了任何之前的协议。此协议不可修改除了引用此协议双方签字书面修订。在此代理协议所用标题只为方便起见为目的。本代理协议应取决并解释于圣克里斯托弗和尼维斯下的法律,除了与法律的规定有矛盾外。当此协议引起有关任何索偿或争议,双方特此提交给专属管辖权法院及圣克里斯托弗和尼维斯联邦政府当局,不管任何可给理由的注册地法庭或其他方式。在未经授权的管辖权提出的任何申索应根据申请不受损害而被驳回,并且可提交至授权管辖区。在不适当法庭被驳回所包含的成本和支出包括合理的律师费,应在在错误管辖区提出不合适申请的索偿方负担。此代理协议直至双方签字前无效。

- c. Any notice required pursuant to this Rental Management Agreement shall be in writing and may be delivered by hand against delivery receipt, certified mail, or reliable international courier, or facsimile with transmission receipt, and addressed to the Owner at the address set forth on page one (1) of this Agreement, or to the Manager at:

按照本租赁管理协议的所有通知均要求要书面及以人手带收据、挂号邮件或可靠的国际快递或带传 送收据传真送达至在此协议中业主陈述出的地址或至管理人员于:

P. O. Box xxxx, xxxx, St.
Kitts 圣基茨 xxxx 邮箱号
xxxx xxxx@xxxxx.com

Tel. +x xxx xxx xxxx

Or such other addresses and facsimile numbers as the parties may notify each other of in writing from time to time.

或双方随时书面通知对方的其他地址及传真号

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals in accordance with their rules and regulations the day and year first before written.

兹证明双方已在此签字及封印在按照在此书面前的年月日前的规则和条例。

SIGNED 签署

By the Manager 管理人员

by the Owner 业主

In the presence of Witness 见证人

In the presence of Witness

Date 日期

Date