



SplitLease
PO Box 215075, Auburn Hills, MI 48321,
USA
www.leasesplit.com
www.split.lease

Host Guarantee Terms and Conditions

Last Updated: October 26, 2022

Previous Update: June 11, 2021

Please read these Host Guarantee Terms carefully as they contain important information about your legal rights, remedies, and obligations. By posting a Listing or otherwise using the Split Lease Platform as a Host, you agree to comply with and be bound by these Host Guarantee Terms.

These Host Guarantee Terms contain an arbitration clause and class action waiver that applies to all Split Lease Members. If you reside in the United States, this provision applies to all disputes with Split Lease. If you reside outside of the United States, this provision applies to any action you bring against Split Lease in the United States. It affects how disputes with Split Lease are resolved. By accepting these Host Guarantee Terms, you agree to be bound by this arbitration clause and class action waiver.

Hosts may benefit from the Split Lease Host Guarantee program (the “**Split Lease Host Guarantee**”), which is subject to these terms and conditions (the “**Host Guarantee Terms**”). The Host Guarantee Terms apply in addition to the Split Lease Terms of Use (“Terms”) and the Split Lease Payments Terms of Use (“Payments Terms”).

All capitalized terms shall have the meaning set forth in the Terms or Payments Terms, unless otherwise defined in these Host Guarantee Terms. If you agree to these Host Guarantee Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Host Guarantee Terms and, in such event, “**you**” and “**your**” will refer and apply to that company or other legal entity.

Except as permitted by law, these Host Guarantee Terms do not affect your statutory rights. If you would like a written copy of the Host Guarantee Terms, please email us.

I. The Split Lease Host Guarantee

Split Lease agrees to pay you, as a Host, to repair or replace your Covered Property (as defined below) damaged or destroyed as a result of a Covered Loss (as defined below), subject to the limitations, exclusions and conditions in the Host Guarantee Terms.

You must comply with all of the requirements and conditions in these Host Guarantee Terms in order to be eligible to receive any payments for Covered Losses. Your failure to fully comply will prevent your recovery for any Covered Losses. Please carefully review the definitions of “Covered Accommodation,” “Covered Losses,” “Covered Property” and “Excluded Property” as well as the “Limitations and Exclusions” section below so that you may identify and protect property not covered by the Split Lease Host Guarantee.



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You acknowledge and agree to use your best efforts to communicate with the Responsible Guest (as defined below) as soon as possible after you discover any physical loss or damage to your Covered Property. You must notify Split Lease as well as the Responsible Guest about your complaint and attempt to resolve the loss or damage with the Responsible Guest within the earlier of (i) fourteen (14) days of the check-out date, or (ii) before your next guest checks in. You may fulfill this obligation by submitting a claim via the Split Lease Support Team.

You acknowledge and agree that any amount of Covered Losses payable to you under the Split Lease Host Guarantee will be reduced by the amounts you have already collected for the same Covered Losses from a source other than the Split Lease Host Guarantee, including without limitation: (i) amounts received under an insurance policy, guarantee or indemnity; (ii) a security deposit; or (iii) payment directly by the Responsible Guest or an Invitee (defined below), or other party or an insurer or guarantor of such party.

II. Key Defined Terms

The following capitalized terms shall have the following meanings:

“Actual Cash Value” means the amount it would cost to repair or replace damaged or destroyed Covered Property as a result of a Covered Loss, measured on the date of occurrence of such Covered Loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.

“Split Lease Host Guarantee Payment Request Form” means Split Lease’s standard form as amended from time to time, accessible through the Support Team or by contacting customer service directly, that a Host uses to request payment from Split Lease pursuant to these Split Lease Host Guarantee Terms.

“Booking Income Loss” is the loss of booking income from the booked portion of a Covered Accommodation (according to bona fide Split Lease confirmed bookings, contracts or agreements in force prior to the established time of loss) by you, as a Host, resulting from a Covered Loss. Booking Income Loss does not include non-continuing charges and expenses or any loss of booking income during any period in which the Covered Accommodation would not have been tenantable for any reason other than a Covered Loss. The Booking Income Loss will be measured starting from the time of occurrence of the Covered Loss and ending when the Covered Accommodation can be made ready for habitation under the same or equivalent physical and operating conditions that existed prior to the damage.

“Covered Accommodation” means an Accommodation located in the Territory that can be used as a residence and that is (i) owned or legally controlled by you as a Host during the period of the Responsible Guest’s stay at such Accommodation and (ii) listed by you on the Split Lease Platform and booked by such Responsible Guest in compliance with the Terms.

“Covered Losses” means and is limited to direct physical loss or physical damage to a Host’s Covered Property caused by the Responsible Guest or an Invitee of the Responsible Guest during an Split Lease stay. Covered Losses do not include any losses or damage described under Excluded Losses below.



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“Covered Property” means and is limited to the following property located at a Covered Accommodation, or within 100 feet thereof, to the extent of your interest in such property, unless such property constitutes Excluded Property (as defined below):

A. Real property, including new buildings and additions under construction located at the site of such Covered Accommodation, in which you have an insurable interest.

B. Personal property that is:

- owned by you, including your interest as a tenant in improvements and betterments.
- not owned by you, but is in your custody and for which you are under obligation to keep the personal property insured for physical loss or damage; or
- not owned by you, but is in your custody and for which you have legal liability for physical loss or damage to the property.

“Excluded Losses” has the meaning set forth in Section III below.

“Excluded Property” means any of the following:

1. Currency, money, precious metal in bullion form, notes or securities.
2. Land, water or any other substance in or on land; except this exclusion does not apply to (i) land improvements consisting of landscape gardening, roadways and pavements, but not including any fill or land beneath such property, or (ii) water that is contained within any enclosed tank, piping system or any other processing equipment.
3. Animals, including, but not limited to, livestock and pets.
4. Standing timber; growing crops.
5. Watercraft (including, but not limited to, boats, yachts, jet skis, and similar craft), aircraft, spacecraft, and satellites. This exclusion does not apply with respect to any watercraft or aircraft which is a Covered Accommodation unless at the time of the loss, such watercrafts or aircrafts are in transit, or are moving greater than 10 feet from their usual fixed location and moving faster than one mile per hour.
6. Vehicles (including, but not limited to, automobiles, scooters, vespas, and motorcycles). This exclusion does not apply with respect to any vehicle that is a Covered Accommodation. However, this exclusion does apply to vehicles that, at the time of the loss, are in transit, or are moving greater than 10 feet from their usual fixed location and moving faster than one mile per hour.
7. Underground mines or mine shafts or any property within such mine or shaft.
8. Dams, dikes and levees.
9. Property in transit, except as otherwise provided by these Split Lease Host Guarantee Terms.
10. Transmission and distribution lines beyond 1,000 feet of the Covered Accommodation.
11. Any damage to any property that is not in, at, or on a Covered Accommodation.
12. Real property owned by a party other than you and that you do not control.



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13. Weapons, including but not limited to standard firearms, air guns, self-defense or deterrent devices such as tasers or pepper spray, ammunition of any kind and imitation firearms except if such weapons are stored, secured and disclosed in accordance with Split Lease's Standards and Expectations or other rules, as amended from time to time.
14. Security cameras and other recording devices including, but not limited to, Wi-Fi cameras (for example, Nest Cam or Dropcam), nanny cameras, web cameras in computer monitors, baby monitors, mounted or installed surveillance systems, decibel and device monitors, and smart phones with video and/or audio recording unless such devices conform with Split Lease's Standard and Expectations or other rules, as amended from time to time.

"Fine Arts" means paintings; etchings; printed photos; pictures; tapestries; rare or art glass; art glass windows, valuable rugs; statuary; sculptures; antique furniture; antique jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit. **"Fine Arts"** does not include automobiles, coins, stamps, other collectibles, collections, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money, or securities.

"Invitee" means a person invited to be present at a Covered Accommodation by a Responsible Guest.

"Limit" means one million US dollars (US \$1,000,000), or its equivalent in the currency where the Covered Accommodation is located at the exchange rate applicable on the date of payment by Split Lease under these Split Lease Host Guarantee Terms.

"Ordinary Wear and Tear" means the deterioration in condition of property that occurs under normal use and conditions.

"Responsible Guest" means the Guest who booked your Covered Accommodation for the period during which you incurred the Covered Losses.

"Territory" means the United States of America.

III. Limitations and Exclusions

The Split Lease Host Guarantee pays Covered Losses only and does not pay for any of the following (**"Excluded Losses"**):

1. any losses caused by a Guest or Invitee after the expiration of the booking period shown in the applicable Listing.
2. losses or damages for Covered Property, which arise out of any one booking of a Covered Accommodation by a Responsible Guest, in excess of the Limit.
3. in the case of Fine Arts, losses or damages if the Fine Arts cannot be replaced with other of like kind and quality and any loss or damage from any repairing, restoration or retouching process.



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4. any losses, damages, cost or expense of whatsoever nature, directly or indirectly, caused by, relating to or resulting from any of the following:
 - i. Excluded Property;
 - ii. acts of nature, including, but not limited to, earthquakes and weather related events such as hurricanes and tornadoes;
 - iii. excessive use of electricity, gas, fuel, water or other utilities provided for the Covered Accommodation;
 - iv. indirect or remote causes;
 - v. interruption of business, loss of market and/or loss of use, except that the Split Lease Host Guarantee does cover Booking Income Loss;
 - vi. loss, damage, or deterioration arising from any delay;
 - vii. mysterious disappearance, loss, or shortage disclosed on taking inventory, or any unexplained loss of inventory;
 - viii. enforcement of any law or ordinance (i) regulating the construction, repair, replacement, use or removal of any property, including removal of debris, or (ii) requiring the demolition of any property, including the cost of removing its debris;
 - ix. animals, including injuries to animals, veterinary care, boarding, medications, and all other services associated with animals except for damage caused by bona fide assistance animals, including service and/or emotional support animals; or
 - x. identity theft or identity fraud.
5. any losses, damages, cost or expense of whatsoever nature, directly or indirectly, caused by or resulting from any of the following, regardless of any other cause or event contributing thereto:
 - i. any hostile act or act of war, terrorism, insurrection or rebellion;
 - ii. actual or threatened malicious use of poisonous biological or chemical materials;
 - iii. nuclear reaction or radiation or radioactive contamination;
 - iv. seizure or destruction under quarantine or custom regulation, or confiscation by order of any governmental or public authority;
 - v. contraband, or illegal transportation or trade;
 - vi. any dishonest act, including but not limited to theft, committed by you or any persons or entities retained by you to do anything in connection with Covered Property, unless such persons or entities are a Responsible Guest or Invitee and such act is done without your knowledge; or
 - vii. lack of electricity, fuel, water, gas, steam, refrigerant, sewerage, telephone or internet services due to external factors.
6. the following conditions:
 - i. faulty workmanship, material, construction or design from any cause;
 - ii. deterioration, depletion, rust, corrosion or erosion, inherent vice or latent defect;
 - iii. Ordinary Wear and Tear;
 - iv. settling, cracking, shrinking, bulging, or expansion of foundations, floors, pavements, walls, ceilings or roofs;
 - v. changes of temperature or relative humidity; or
 - vi. damage caused by insects, animals or vermin (including pets) except for damage caused by bona fide assistance animals, including service and/or emotional support animals;



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7. provided, that any physical damage resulting from any of the conditions listed above will be covered by the Split Lease Host Guarantee if not otherwise excluded under the Split Lease Host Guarantee.
8. any losses, damages, claims, costs, expenses or other sums directly or indirectly arising out of or relating to mold, mildew, fungus, spores, virus, bacterium, or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health. This exclusion applies even if there is (i) any physical loss or damage to Covered Property; (ii) any peril or cause covered hereunder, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to, repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.
9. any fees that may be charged to a Guest by a Host for additional individuals invited to, or otherwise provided access to, the Covered Accommodation who are not included in the Guest's booking of such Covered Accommodation.
10. Costs arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate, any and all Electronic Data will not be paid. "Electronic Data" means information, facts or programs, stored as or on, created or used on, or transmitted to or from any Electronic Media. "**Electronic Media**" means computer software, including systems and applications software, hard or floppy disks, CDROMS, tapes, drives, cells, data processing devices or any other media which are used with, electronically controlled equipment.

IV. Conditions to the Split Lease Host Guarantee

In order to be eligible to obtain payment under these Host Guarantee Terms, you must fully comply with each of the following conditions. Your failure to fully comply will prevent your recovery of any Covered Losses. In all cases, the onus will be upon you to demonstrate that you have complied with the following conditions.

You must have incurred Covered Losses.

You must inspect the applicable Covered Accommodation to determine whether there are any physical losses or damages to any Covered Property and you must notify Split Lease as well as the Responsible Guest about your complaint and attempt to resolve the loss or damage with the Responsible Guest within the earlier of (i) fourteen (14) days of the check-out date, or (ii) before your next guest checks in. You may fulfill this obligation by submitting a claim via the Split Lease Support Team.

You must not have misrepresented any facts or committed fraud or any other dishonest or deceptive act in connection with the booking of the Covered Accommodation or the preparation or submission of any past or present payment request under the Host Guarantee Terms. Any such misrepresentation, fraud, dishonest or deceptive act by you, at any time, will result in denial of all pending payment requests under the Host Guarantee Terms and immediate termination of these Host Guarantee Terms as they relate to you, notwithstanding Section VII below.



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For all Covered Property which is damaged or destroyed due to a violation of law or criminal act or theft or misdemeanor and for which you are filing an Split Lease Host Guarantee Payment Request Form, you must file a police report listing such Covered Property and provide Split Lease with a copy of such report, certified by you as true and correct.

You must provide Split Lease with proof of ownership of, or legal responsibility for, the Covered Property in the form of receipts, photographs, videos, documents or other customary forms of proof (including, but not limited to, appraisal or valuation forms or notices addressed to you) certified by you as true and correct and reasonably acceptable to Split Lease.

Within thirty (30) days after you have incurred a Covered Loss, you must (i) complete and file an Split Lease Host Guarantee Payment Request Form and (ii) deliver a signed and sworn proof of loss to us, unless we provide a written extension of such deadline. The proof of loss must state your knowledge and belief as to the following:

- The time, cause and origin of the Covered Loss, and evidence and proof of such loss in the form of receipts, photographs, videos, documents and other verifiable forms of proof.
- The ownership, leasehold or other interest of you and all other parties in the Covered Property for which Covered Loss is claimed.
- The Actual Cash Value and replacement value of each item of the Covered Property, as well as the amount of such loss or damage to each item of such Covered Property.
- All liens, encumbrances, mortgages, guarantees and all other contracts of insurance, whether valid or not, covering the Covered Property that is the subject of the Covered Loss.
- Any changes in the title, use, occupation, location, possession, or exposures of the Covered Accommodation since the date of the Listing.
- The identity of and other information known about the Responsible Guest, any Invitee and any other party present at or using the Covered Accommodation where the Covered Property is located for which the Covered Loss is claimed on the date of the Covered Loss, and the purpose for which such Covered Accommodation was being used by such parties on such date and whether or not it then stood on leased ground.
- The date when you contacted the Responsible Guest to request payment for the loss you are claiming, and the date on which the Responsible Guest declined or failed to pay for the loss.

As part of the signed and sworn proof of loss described above, you must provide Split Lease with all information it reasonably requests in order to determine the Actual Cash Value with respect to Covered Property, including: the original purchase price of such Covered Property, the date such Covered Property was acquired, the condition of such Covered Property and the estimated cost of repair or replacement of such Covered Property.

You must (i) protect and preserve damaged Covered Property from further loss or damage and (ii) promptly separate the damaged and undamaged Covered Property, put it in the best possible order, and furnish a



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complete inventory of the lost, destroyed, damaged and undamaged property showing in detail the quantities, costs, Actual Cash Value, and amount of loss claimed.

You must, as often as may be reasonably requested by Split Lease or its designees (i) exhibit all that remains of any damaged Covered Property and sign the written records of examination; (ii) produce for examination all books of accounts, business records, bills, invoices, and vouchers (either originals or certified copies if originals are lost) and (iii) permit extracts and machine copies to be made of the above.

You must permit Split Lease or its designee(s) to make inspections of Covered Property at all reasonable times. However, the right to make inspections, the making of inspections, and any analysis, advice, or inspection report will not constitute an undertaking by Split Lease or Split Lease's insurer to determine or warrant that damaged Covered Property is safe or healthful. We will have no liability to you or any other person because of any inspection or failure to inspect.

You must cooperate with Split Lease, including signing any documents, and timely responding to any reasonable requests for additional information or documentation that Split Lease or its designees may require or request to process the applicable Split Lease Host Guarantee Payment Request Form.

With respect to Covered Property subject to a loan, mortgage or other security interest, you must notify your lender/mortgagee in writing of any loss that reaches or exceeds fifty thousand US dollars (US \$50,000), and provide Split Lease with a copy of such notice. If the lender/mortgagee notifies you that the lender/mortgagee seeks insurance and/or reimbursement proceeds for the loss, you must notify Split Lease in writing of the lender/mortgagee's request and transmit a written copy of said request to Split Lease, and provide all other information to enable Split Lease to communicate directly with the lender. If such loss is determined to be a Covered Loss, we will pay the loss benefit(s) to the lender up to the value of the mortgage (subject to the exclusions, limitations and conditions herein), and we will not pay you unless and until your monetary obligation to the lender/mortgagee has been satisfied. This condition shall apply to the extent of applicable law in your jurisdiction.

You will have full rights to the possession and control of damaged Covered Property if proper testing is done to show which property is physically damaged. You, using reasonable judgment, will decide if the physically damaged Covered Property can be reprocessed or sold. If you determine that the Covered Property is unfit for reprocessing or sale, the property will not be sold or disposed of except by you or with your consent. Proceeds from the sale or other disposition of such Covered Property will go to (i) Split Lease's insurer at the time of the Covered Loss settlement, or (ii) you if such sale or disposition proceeds are received prior to Covered Loss settlement and such proceeds will reduce the amount of the Covered Loss payable to you.

V. Disposition of Host Payment Requests

Split Lease Host Guarantee Payment Request Form



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Split Lease will complete its processing of any Split Lease Host Guarantee Payment Request Form that you file within a reasonable period following the date you have (a) completed and filed an Split Lease Host Guarantee Payment Request Form, and (b) provided Split Lease with all information and materials that you are required to provide to comply with the conditions set forth in Section IV Conditions to the Split Lease Host Guarantee above. In any event, we will use commercially reasonable efforts to complete processing of your Split Lease Host Guarantee Payment Request Form within three (3) months after our receipt of such documents and information. If you receive an Approved Payment Request (as defined below), then as a condition to payment to you under the Split Lease Host Guarantee, you will be required to execute and deliver to Split Lease the **"Split Lease Host Guarantee Approved Payment Request Agreement"**, which includes your agreement:

1. to assign to Split Lease or its insurer any rights and remedies you may have to recover amounts paid to you with respect to an Approved Payment Request (defined below) from the Responsible Guest or from an Invitee or from any other party that is financially responsible for the Approved Payment Request;
2. to reasonably cooperate with us, including, at our request, appearing as a witness in any court, arbitration or like proceeding, if we seek to recover the amount paid to you with respect to an Approved Payment Request from the Responsible Guest or from an Invitee or from any other party;
3. to release and hold harmless Split Lease and its insurer and all officers, directors, employees, contractors and agents of Split Lease from any further liability or obligations with respect to the facts and circumstances of the matters and incident set forth in the Split Lease Host Guarantee Payment Request Form;
4. if requested, to treat as "confidential information" the amount of any payment made under the Split Lease Host Guarantee; and
5. to refund to us any amounts in excess of the Covered Loss in the Approved Payment Request as a result of a systems or payment processing error.

The duration of the processing period of any Split Lease Host Guarantee Payment Request Form that you file will depend on factors that include, but are not limited to: (i) the amount of payment that you are requesting for the Covered Loss; (ii) the location of the Covered Accommodation; (iii) the nature of the Covered Property and the nature of the Covered Losses; (iv) the completeness and type of documentation and information that you provide Split Lease regarding the Covered Losses; and (v) the number of Split Lease Host Guarantee Payment Request Forms that are currently being processed for other Hosts.

Approved Payment Request

If you have filed an Split Lease Host Guarantee Payment Request Form and such a payment request is approved in whole or in part for a Covered Loss (any such approved payment request, an **"Approved Payment Request"**), you will be paid the amount of the Covered Loss as calculated by Split Lease or its designees. The process for such calculation of Covered Losses is described under "Determination of the Amount of the Covered Loss" below. You will be notified by Split Lease and, as a condition of payment hereunder, you will be required to deliver to Split Lease an executed Approved Payment Request Agreement.



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Split Lease may use third party service providers to assist in the processing of the Split Lease Host Guarantee Payment Request Forms and Split Lease or its designees may use third party service providers to assist in the investigation and adjustment of payment requests relating thereto.

For an Approved Payment Request that involves Covered Losses for Covered Property that is owned by a party other than you, we reserve the right, in our sole discretion, to pay all or a portion of the amount covered in such Approved Payment Request either to you or directly to the owner of such Covered Property. If an Split Lease Host Guarantee payment for all or a portion of such amount is made directly to the owner of such Covered Property, then you agree that such payment will be treated for purpose of the Approved Payment Request as being paid to you directly, and that you will be solely responsible for collecting from the owner of such Covered Property any portion of such payment to which you believe you are legally entitled. For clarity, your indemnification obligations set forth below under the paragraph entitled "Indemnification" will apply to claims arising from any payments made pursuant to the Split Lease Host Guarantee, including without limitation any payments made directly to the owner of any Covered Property.

Determination of the Amount of the Covered Loss

The amount of Covered Losses will be computed as of the date of loss, at the location of the loss, and for not more than your interest, subject to the following:

1. On exposed films, records, manuscripts, drawings, and Electronic Media, the value blank plus the cost of copying information from back-up or from originals of a previous generation. Costs of research, engineering, or restoring or recreating lost information or Electronic Data will not be paid.
2. On Fine Arts articles, the lesser of (i) the reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss; (ii) the cost to replace the article; and (iii) the current appraised value. If the Fine Arts article is part of a pair or set, you will not be paid (1) for the cost of replacing any undamaged or remaining items that form part of such pair or set, (2) more than the proportion that the loss or damaged item bears to the insured value of such pair or set, or (3) the cost of replacing or repairing any undamaged parts of the Fine Arts articles which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
3. For all Covered Property (other than that described in paragraphs 1 and 2 above), the loss amount will be the lesser of (i) the Actual Cash Value; (ii) the cost to repair such damaged Covered Property; (iii) the cost to rebuild or replace such Covered Property on the same site with new materials of like size, kind, and quality; (iv) the cost to rebuild, repair, or replace on the same or another site, but not to exceed the size and operating capacity that existed on the date of the Covered Loss; or (v) the cost to replace unrepairable electrical or mechanical equipment, including computer equipment and Electronic Media, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement.



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4. Any amount of any Covered Losses payable under the Split Lease Host Guarantee will be reduced by the amount already paid to you or for your benefit by a Responsible Guest, Invitee or other source (such as an insurer or other responsible party) for the same Covered Loss.
5. Covered Losses will be paid in the currency of the United States of America unless, in Split Lease's sole discretion, Split Lease elects to pay losses in a different currency. If currency conversions are required, we use a system-wide rate, known as the base exchange rate, for currency conversion using data from one or more third parties, such as OANDA (www.oanda.com).

The Split Lease Host Guarantee is not an insurance policy. To the extent you desire protection beyond the Split Lease Host Guarantee, Split Lease strongly encourages you to purchase insurance that will cover you and your property for losses caused by Guests or Guests' invitees in the event your loss is not within the terms of the Split Lease Host Guarantee.

VI. Acknowledgments and Agreements by the Host

You acknowledge and agree that:

- The Split Lease Host Guarantee is a guarantee of obligations of a Responsible Guest to you and is dependent upon you pursuing any rights and remedies you may have to recover amounts paid by Split Lease to you with respect to an Approved Payment Request from the Responsible Guest or from an Invitee or from any other party that is financially responsible for the Approved Payment Request.
- Split Lease provides Hosts with the Split Lease Host Guarantee benefits described herein solely for the purpose of promoting use of the Split Lease Platform by building customer loyalty and strengthening customer confidence as to use of the Split Lease Platform.
- These Host Guarantee Terms are not intended to constitute an offer to insure, do not constitute insurance or an insurance contract, and do not take the place of insurance obtained or obtainable by you. Furthermore, these Host Guarantee Terms are not an insurance service agreement as defined in a standard ISO renter's or homeowner's insurance policy.
- The benefits provided under these Host Guarantee Terms are solely as set forth in the paragraph entitled "Split Lease Host Guarantee" above and such benefits are not assignable or transferable by you, including without limitation any transfer or assignment by operation of law or in connection with your divorce or death.
- Split Lease and/or its insurer reserve the right to independently investigate (or to have independently investigated) at our sole discretion and expense, the facts and circumstances of a payment request set forth in any Split Lease Host Guarantee Payment Request Form that you file with Split Lease, notwithstanding your delivery of all information and materials that you are required to provide Split Lease in order to comply with the conditions set forth in the paragraph entitled "Conditions to the Split Lease Host Guarantee."



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You acknowledge and agree that if you make a claim under this Host Guarantee, you give Split Lease consent to review all communications between you and the allegedly Responsible Guest via the Split Lease Platform.

Split Lease reserves the right, at any time, to offset or deduct from the amounts payable or paid by Split Lease to you under these Host Guarantee Terms, any amounts that it may have in its possession, or to subsequently collect, from any other person or entity who is obligated to compensate you for losses or damages.

Because these Host Guarantee Terms constitute a guarantee agreement, the theory of exoneration applies. Thus, if the Covered Property in question or the risk associated with that Covered Property changes materially, Split Lease will be entitled to exoneration with respect to any potential guaranty obligation under these Host Guarantee Terms.

You acknowledge and agree that Split Lease has the right, at its sole discretion, to deny full or partial payment under these Host Guarantee terms for your failure to comply, at all times, with your obligations under our Terms, Payments Terms, and Policies and Standards

VII. Modification or Termination of Split Lease Host Guarantee Terms

To the extent permissible by applicable law in your jurisdiction, Split Lease reserves the right to modify or terminate these Host Guarantee Terms, at any time, in its sole discretion.

If Split Lease terminates these Host Guarantee Terms, Split Lease will provide you with notice by email at least thirty (30) days before such termination and Split Lease will continue to process all Split Lease Host Guarantee Payment Request Forms that you filed prior to the effective date of termination, but your right to file any new Split Lease Host Guarantee Payment Request Forms will immediately terminate.

If Split Lease modifies these Host Guarantee Terms, we will post the modification on the Split Lease Platform. Split Lease will continue to process all Split Lease Host Guarantee Payment Request Forms that you filed prior to the effective date of the modification.

In addition to and without limiting Split Lease's rights set forth above in the immediately preceding paragraph, Split Lease reserves the right to modify or terminate these Host Guarantee Terms generally or in any jurisdiction, at any time, in its sole discretion, if: (i) these Host Guarantee Terms are construed to be an offer to insure or constitute insurance or an insurance contract or insurance service agreement by any governmental or regulatory authority in any jurisdiction; (ii) Split Lease is required to obtain a license or permit of any kind to continue to provide these Host Guarantee Terms in any jurisdiction; or (iii) Split Lease determines or a court or arbitrator holds that the provisions of these Host Guarantee Terms violate applicable law. If Split Lease modifies or terminates these Host Guarantee Terms in accordance with the foregoing, Split Lease will process all Split Lease Host Guarantee Payment Request Forms that you file prior

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to or as of the effective date of such modification or termination unless such processing is prohibited by law, regulation, ordinance, order, or decree of any governmental or other authority.

VIII. Subrogation

Split Lease and/or Split Lease's insurer have the right to subrogate against any person or entity whatsoever who allegedly is responsible for causing the losses or damages in question, even if that person or entity is you. Further, you hereby agree that, with respect to any payments made under the Split Lease Host Guarantee by, or on behalf of, Split Lease, you will assist in and cooperate fully with Split Lease regarding any and all efforts at subrogation.

IX. Disclaimers and Limitations of Liability

If you choose to use the Split Lease Platform as a Host, you do so at your sole risk. The Split Lease Host Guarantee is provided "as is", without warranty of any kind, either express or implied.

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Split Lease Platform, and your listing of any Accommodations via the Split Lease Platform remains with you. Neither Split Lease nor any other party involved in creating, producing, or delivering the Split Lease Platform will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure, or for any damages for (1) personal or bodily injury or emotional distress arising out of or in connection with these Host Guarantee Terms, (2) from the use of or inability to use the Split Lease Platform, (3) from any communications, interactions or meetings with other users of the Split Lease Platform or other persons with whom you communicate or interact as a result of your use of the Split Lease Platform, or (4) from your listing of any Accommodation via the Split Lease Platform. Split Lease will not be liable for any such damages described above, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Split Lease has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

Except for Split Lease's obligation to pay amounts to you pursuant to an Approved Payment Request under these Host Guarantee Terms, in no event will Split Lease's aggregate liability arising out of or in connection with (a) these Host Guarantee Terms; (b) your use of or inability to use the Split Lease Platform including, but not limited to, posting a Listing, (c) any Accommodation and (d) your interactions with any other Members, exceed the amounts paid by Split Lease to you in the twelve (12) month period prior to the event giving rise to the liability, or one hundred dollars (\$100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Split Lease and you. Some jurisdictions do not allow the exclusion for certain limitations of liability, so the above limitations may not apply to you. If you reside outside of the U.S., this does not affect Split Lease's liability for death or personal injury arising from its negligence, nor for fraudulent



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misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

If you reside in the EU, Split Lease is liable under statutory provisions for intent and gross negligence by us, our legal representatives, directors or other vicarious agents. The same applies to the assumption of guarantees or any other strict liability, or in case of a culpable injury to life, limb or health. Split Lease is liable for any negligent breaches of essential contractual obligations by us, our legal representatives, directors or other vicarious agents. Essential contractual obligations are such duties of Split Lease in whose proper fulfillment you regularly trust and must trust for the proper execution of the contract but the amount shall be limited to the typically occurring foreseeable damage. Any additional liability of Split Lease is excluded.

X. Dispute Resolution and Arbitration Agreement

1. **Application.** This Arbitration Agreement only applies to you if your country of residence or establishment is the United States. If your country of residence or establishment is not the United States, and you nevertheless attempt to bring any legal claim against Split Lease in the United States, this Arbitration Agreement will apply for determination of the threshold issue of whether this Section X applies to you, and all other threshold determinations, including residency, arbitrability, venue, and applicable law.
2. **Overview of Dispute Resolution Process.** Split Lease is committed to participating in a consumer-friendly dispute resolution process. To that end, these Host Guarantee Terms provide for a two-part process for individuals to whom this Section X applies: (1) an informal negotiation directly with Split Lease's customer service team (described in Section X.3 below), and if necessary (2) a binding arbitration administered by the American Arbitration Association ("AAA"). You and Split Lease each retain the right to seek relief in small claims court as an alternative to arbitration.
3. **Mandatory Pre-Arbitration Dispute Resolution and Notification.** At least 30 days prior to initiating an arbitration, you and Split Lease each agree to notify the other party of the dispute in writing and attempt in good faith to negotiate an informal resolution. You must send your notice of dispute to Split Lease by mailing it to Split Lease at 6401 Catalpa Ct, Troy, MI 48098. Split Lease will send its notice of dispute to the email address associated with your Split Lease account. A notice of dispute must include: the party's name and preferred contact information, a brief description of the dispute, and the relief sought. If the parties are unable to resolve the dispute within the 30-day period, only then may either party commence arbitration by filing a written Demand for Arbitration (available at www.adr.org) with the AAA and providing a copy to the other party as specified in the AAA Rules (available at www.adr.org).
4. **Agreement to Arbitrate.** You and Split Lease mutually agree that any dispute, claim or controversy arising out of or relating to these Host Guarantee Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or any use of the Split Lease Platform, Host Services, or any Content (collectively, "Disputes") will be settled by binding individual arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be



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enforced or applies to our Dispute, you and Split Lease agree that the arbitrator will decide that issue.

5. **Exceptions to Arbitration Agreement.** You and Split Lease each agree that the following causes of action and/or claims for relief are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction (as defined by Section 22 of the Terms): (i) any claim or cause of action alleging actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim or cause of action seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack); or (iii) a request for the remedy of public injunctive relief. You and Split Lease agree that the remedy of public injunctive relief will proceed after the arbitration of all arbitrable claims, remedies, or causes of action, and will be stayed pending the outcome of the arbitration pursuant to section 3 of the Federal Arbitration Act.
6. **Arbitration Rules and Governing Law.** This Arbitration Agreement evidences a transaction in interstate commerce and the Federal Arbitration Act governs all substantive and procedural interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the "AAA Rules") then in effect, except as modified here. The AAA Rules are available at www.adr.org. In order to initiate arbitration, a completed written demand (available at www.adr.org) must be filed with the AAA and provided to the other party, as specified in the AAA rules.
7. **Modification to AAA Rules - Arbitration Hearing/Location.** In order to make the arbitration most convenient to you, Split Lease agrees that any required arbitration hearing may be conducted, at your option: (a) in the U.S. county where you reside; (b) in San Francisco County; (c) via phone or video conference; or (d) if all parties agree, by solely the submission of documents to the arbitrator.
8. **Modification of AAA Rules - Attorney's Fees and Costs.** Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, Split Lease will pay such excess arbitration fees and expenses. Either party may make a request that the arbitrator award attorneys' fees and costs upon proving that the other party has asserted a claim, cross-claim or defense that is groundless in fact or law, brought in bad faith or for the purpose of harassment, or is otherwise frivolous, as allowed by applicable law and the AAA Rules.
9. **Arbitrator's Decision.** The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award any relief allowed by law or the AAA Rules, but declaratory or injunctive relief may be awarded only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.
10. **Jury Trial Waiver.** You and Split Lease acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.
11. **No Class Actions or Representative Proceedings.** You and Split Lease acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative or consolidated proceeding. Unless we agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any



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form of any class or representative proceeding. If there is a final judicial determination that applicable law precludes enforcement of the waiver contained in this paragraph as to any claim, cause of action or requested remedy, then that claim, cause of action or requested remedy, and only that claim, cause of action or requested remedy, will be severed from this agreement to arbitrate and will be brought in a court of competent jurisdiction. In the event that a claim, cause of action or requested remedy is severed pursuant to this paragraph, then you and we agree that the claims, causes of action or requested remedies that are not subject to arbitration will be stayed until all arbitrable claims, causes of action and requested remedies are resolved by the arbitrator.

12. **Severability.** Except as provided in Section X.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision will be severed and the remainder of the Arbitration Agreement will be given full force and effect.
13. **Changes to Agreement to Arbitrate.** If Split Lease changes this Section X after the date you last accepted these Host Guarantee Terms (or accepted any subsequent changes to these Host Guarantee Terms), you may reject that change by sending us written notice (including by email) within 30 days of the date the change is effective. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and Split Lease (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and Split Lease.
14. **Survival.** Except as provided in Section X.12 and subject to Section 13.6 of the Terms, this Section X will survive any termination of these Host Guarantee Terms and will continue to apply even if you stop using the Split Lease Platform or terminate your Split Lease account.

XI. General Provisions

Indemnification

You agree to release, defend, indemnify, and hold Split Lease and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with the Split Lease Host Guarantee and these Host Guarantee Terms.

If you rent (rather than own) the Accommodation that you list as a Covered Accommodation, the immediately preceding paragraph applies specifically to any dispute between you and the owner of the Accommodation. You are fully responsible for securing the lessor's permission to list the Accommodation with Split Lease and complying with the scope of any permission granted.

Entire Agreement

These Host Guarantee Terms constitute the entire and exclusive understanding and agreement between Split Lease and you regarding the Split Lease Host Guarantee and these Host Guarantee Terms, and supersede and replace any and all prior oral or written understandings or agreements between Split Lease and you regarding the Split Lease Host Guarantee.

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Assignment

You may not assign or transfer these Host Guarantee Terms, by operation of law or otherwise, without Split Lease's prior written consent. Any attempt by you to assign or transfer these Host Guarantee Terms, without such consent, will be null and of no effect. Split Lease may assign or transfer these Host Guarantee Terms, at its sole discretion, without restriction. Your right to terminate the Agreement with Split Lease remains unaffected. Subject to the foregoing, these Host Guarantee Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be in writing and given by Split Lease via email, Split Lease Platform notification, or messaging service (including SMS and WeChat). For notices made to Members residing outside of Germany, the date of receipt will be deemed the date on which Split Lease transmits the notice.

Controlling Law and Jurisdiction

These Host Guarantee Terms will be interpreted in accordance with Sections 22 and 25 of the Terms.

Waiver and Severability

The failure of Split Lease to enforce any right or provision of these Host Guarantee Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Split Lease. Except as expressly set forth in these Host Guarantee Terms, the exercise by either party of any of its remedies under these Host Guarantee Terms will be without prejudice to its other remedies under these Host Guarantee Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Host Guarantee Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Host Guarantee Terms will remain in full force and effect.

XII. Contacting Split Lease

If you have any questions about these Split Lease Host Guarantee Terms, please email us.

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