

RUMAH
ARCHIPELAGO
VILLAS



VILLA MANAGEMENT SERVICES

VOL. 1 - VILLA MANAGEMENT SERVICES
UPDATED ON 14TH OF FEBRUARY 2025

VILLA MANAGEMENT SERVICES

This Villa Management Agreement ("Agreement") is entered into on the 01th of March 2025, by and between:

- **PT Rumah Archipelago Indonesia:**
 - Represented by its Director, [REDACTED]
 - Passport Number [REDACTED]
 - Date and Place of Birth: [REDACTED]
 - Hereinafter referred to as **"the First Party."**
- **TROPICAL LOFT villa 2 DAO LLC**
 - Represented by an Authorized Person, Andrii Fedosov.
 - Passport Number: [REDACTED]
 - Date and Place of Birth: [REDACTED]
 - Phone number: +6285190142551
 - E-mail: am@binaryx.com
 - Hereinafter referred to as **"the Second Party."**

Collectively, they are referred to as **"the Parties."**

ARTICLE 1 – SCOPE OF SERVICES

The First Party agrees to provide Villa Management Services to the Second Party, including but not limited to the following:

1.1 Staff Recruitment, Training, and Management

- Recruiting and hiring qualified personnel.
- Providing training to ensure high service standards.
- Managing staff performance and operations.

1.2 Interior Design and Decoration

- Customizing and enhancing the villa's interior.
- Updating décor for seasonal and thematic changes.
- Ensuring comfort and aesthetic appeal.

1.3 Villa Operations and Maintenance

- Overseeing day-to-day villa management.

- Conducting preventive and corrective maintenance.
- Implementing housekeeping and hygiene protocols.

1.4 Expense Management and Financial Reporting

- Developing and managing operational budgets.
- Tracking expenses and optimizing costs.
- Providing periodic financial reports.

1.5 Legal and Administrative Support

- Ensuring compliance with local laws and regulations.
- Assisting with permits, licenses, and documentation.
- Managing contractual agreements.

1.6 Guest Services

- Providing personalized guest services.
- Managing check-in and check-out processes.
- Ensuring an exceptional guest experience.

1.7 Digital Marketing Strategy

- Establishing brand presence online.
- Managing social media and online advertising.
- Analyzing and optimizing marketing efforts.

1.8 Professional Photo, Video, and Drone Shooting

- Producing high-quality promotional content.
- Capturing aerial and scenic views.
- Creating marketing materials for online distribution.

1.9 Website Development and Online Presence

- Designing and managing a villa website.
- Implementing SEO strategies to increase visibility.
- Integrating online booking systems.

1.10 Channel Manager and Distribution Setup

- Listing the villa on major booking platforms.
- Synchronizing pricing and availability across channels.

- Maximizing distribution for higher occupancy rates.

1.11 Social Network Management and Guest Communication

- Creating and managing engaging content.
- Handling guest inquiries and direct messaging.
- Strengthening the villa's online reputation.

1.12 Search Engine Optimization (SEO)

- Optimizing content for better search visibility.
- Implementing local SEO strategies.
- Building authoritative online presence.

1.13 Pricing Strategy, Competitor, and Market Study

- Setting dynamic pricing to maximize revenue.
- Conducting market analysis and research.
- Benchmarking against competitors.

1.14 Review Management

- Encouraging positive guest feedback.
- Addressing and resolving guest concerns.
- Enhancing the villa's reputation through guest testimonials.

ARTICLE 2 – VILLA LOCATION

The Villa Management Services described in this Agreement will be provided for the villa located at:

- **Address: Rumah Archipelago Villas (in Google Maps)**
<https://g.co/kgs/GgJf9VT>
- **Google Maps Coordinates:** -8.646990, 115.150375.
- **Villa Number : 02**

ARTICLE 3 – FEES AND PAYMENT TERMS

3.1 Villa Management Fees

The Second Party agrees to pay the First Party **20% from the Booking Rates** as Villa Management Fees. This payment will be deducted from the total profit by the First Party before being transferred to the Second Party.

3.2 Payment Schedule

The First Party will transfer the total profit in the monthly period. **This payment will be done on every 10th date of every month** with all the transaction calculations and reports of the previous month.

3.3 Expenses

The Second Party agrees to cover monthly expenses that are not included in the Villa Management Fees. These payments will be deducted directly from the monthly rental revenue. The monthly expenses include, but are not limited to:

- **Internet Subscription:** Monthly internet service fees to ensure reliable connectivity for guests and operational use.
- **Food and Beverage Supplies:** Essential consumables such as bottled water and water gallon and welcome refreshments.
- **Housekeeping Services:** Inclusive of laundry services for linens and towels, as well as regular cleaning and room upkeep.
- **Cleaning Tools and Supplies:** Provision of necessary cleaning materials such as soap, tissue, disinfectants, room diffuser and other chemicals.
- **Guest Amenities:** Supplies for guest use including toiletries, welcome kits, and other consumable items to enhance the guest experience.
- **Administrative and General Costs:** Banjar Donations, trash collecting fees, stationary, prints and other miscellaneous administrative items required for villa operations.
- **Property Operations Maintenance and Energy:** Monthly electricity bills, routine garden maintenance, and minor repairs or replacements required for the proper functioning of the villa after the warranty period.
- **Salaries:** Monthly wages for essential villa personnel including housekeeping staff and pool maintenance workers.

Any additional or unforeseen expenses necessary for the proper maintenance and operation of the villa shall be communicated and agreed upon by both parties before being deducted from the rental revenue.

3.4 Additional Cost

Villa renovation costs will be discussed and approved by the client before implementation.

Note: Any renovations required **before the guarantee period ends** will be covered by the First Party. However, **after the guarantee period ends**, all renovation costs must be discussed and approved by the Second Party before any work begins.

3.5 Payment Details

All payments should be transferred by the First Party to the Second Party using the following account details:

- **Cryptocurrency:**
 - **USDT Polygon PoS**
 - **Crypto Wallet:**
0xf636d6c0dbA7006e9E68b717e7CD7e06bc7DDF9d
- **Proof of Payment:**
 - The First Party must send proof of payment to the Second Party every time a payment is made to the following contact:
 - **Name:** [REDACTED]
 - **Phone:** +6285190142551
 - **Email:** am@binaryx.com

ARTICLE 4 – RESPONSIBILITIES OF THE FIRST PARTY

The First Party agrees to undertake the following responsibilities as part of the villa management services:

- **Financial Reporting:** Prepare and deliver a detailed monthly profit and loss statement to the Second Party, along with any relevant supporting documents. This report shall be submitted by the 10th day of each month, together with the corresponding rental revenue payment.
- **Operational Transparency:** Promptly inform the Second Party of any major operational issues or significant matters requiring attention or approval.
- **Villa Operations and Guest Services:** Manage all aspects of villa operations, including staffing, guest check-in and check-out, concierge services, and daily guest support to ensure an exceptional guest experience.

- **Marketing and Promotion:** Handle all villa promotional activities and implement marketing strategies to maximize occupancy and optimize rental income throughout the year.

ARTICLE 5 – TERM AND TERMINATION

- This Agreement shall commence on **01 March 2025** and shall remain in effect for a period of **1 (one) year**.
- Either party may terminate this Agreement with a written notice of **1 (one) months**
- Termination shall not affect any outstanding financial obligations.

ARTICLE 6 – CONFIDENTIALITY

- Both parties agree to keep all financial, operational, and business-related information confidential.
- Confidentiality obligations **shall survive** the termination of this Agreement.

ARTICLE 7 – LIABILITY AND INDEMNIFICATION

- The First Party **shall not be held liable** for any loss, damage, or injury caused by **unforeseen circumstances beyond its reasonable control**, including but not limited to **natural disasters (earthquakes, floods, storms), government-imposed restrictions, pandemics, power outages, or acts of third parties (e.g., theft, vandalism, guest misconduct)**.
- The Second Party **agrees to indemnify** the First Party against any legal claims related to property management activities, **except in cases where the First Party fails to comply with applicable laws and regulations**.
- Any **special requests or modifications to standard terms made by the Second Party** shall be their sole responsibility, including any **legal or financial implications arising from such requests**.

ARTICLE 8 – GOVERNING LAW AND DISPUTE RESOLUTION

- This Agreement shall be governed by and construed under the laws of the Republic of Indonesia.
- The Parties agree to resolve any disputes, uncertainties, or issues not addressed in this Agreement amicably and in good faith.

- If an amicable resolution cannot be reached, the Parties agree that any disputes shall be resolved at the Denpasar District Court in Bali, which shall serve as the exclusive legal domicile for such matters.

ARTICLE 9 – GENERAL PROVISIONS

- This Agreement **constitutes the entire agreement** between the Parties.
- Any amendments must be **made in writing and signed** by both Parties.

ARTICLE 10 – AGREEMENT DURATION AND EXTENSION

- This Agreement is valid for **one (1) year** from the signing date.
- If **no complaints** regarding the services are raised by the Second Party **before the end of the term**, the Agreement **will be automatically extended for another year** under the same terms and conditions.

IN WITNESS WHEREOF, the Parties have executed this Villa Management Agreement in two (2) original copies, each having the same legal effect, after carefully reviewing and understanding its contents. The Agreement is signed by the Parties on the date stated at the beginning of this document.

Signed by

PARTY A



PT. RUMAH ARCHIPELAGO
INDONESIA



Director

PARTY B



Fedosov Andrii

Client

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THANK YOU

