

DepositGuard, LLC  
DEPOSIT PROTECTION AGREEMENT  
(VACATION RENTAL)

THIS DEPOSIT PROTECTION AGREEMENT (this 'Agreement') is made and entered into as of **DATE**, by and between **LANDLORD** with an address of **XXX** ('Owner'), **RENTER**, with an address **XXX** (whether one or more, 'Renter'), and DepositGuard, LLC, a Texas limited liability company, with an address of **P.O. Box 5022 Austin, Tx 78763**, Fax: **877-878-7885**, Email: **support@depositguard.com** ('Depositary'), in accordance with the following recitals:

A. Owner and Renter have entered into a rental agreement commencing on **12/30/2017** and ending on **01/06/2018** for the following property: **RedWeek.com Posting RXXXXX (RESORT NAME)**., located at (**RESORT ADDRESS**) (the 'Rental Agreement').

B. The Rental Agreement requires that Renter maintain the following deposits during the term of the Rental Agreement:

Security Deposit: **\$0.00**  
Pet/Animal Deposit: **NA**

TOTAL SECURITY DEPOSIT: **\$0.00**

C. The Rental Agreement also requires that Renter deposit the following rental payments:

First Rental Payment: **\$1,750.00**  
Second Rental Payment : **\$0.00**

TOTAL RENTAL PAYMENT: **\$1,750.00.**

D. The total amount of deposits required under the Rental Agreement (Security, Pet/Animal Deposit plus Rental Payment) is **\$1,750.00** and is referred to herein collectively as the 'Deposit Funds' and is the following:

TOTAL DEPOSIT FUNDS: **\$1,750.00.**

The Rental Agreement requires the Deposit Funds be delivered to Depositary at follows:

The first Deposit Funds payment is in the amount of **\$1,750.00** and must be delivered to Depositary on or before **01/25/2017 11:59 PM CST**. This first deposit amount includes: **\$0.00** for Security Deposit, **\$0.00** for Pet Deposit, and **\$1,750.00** for first rental payment.

In the event the Depositary does not receive the First Deposit Funds payment on or before the due date as set forth above, this Agreement shall be null and void.

E. Owner and Renter mutually desire to create an account with Depositary for the purpose of receiving, holding, administering and disbursing the Deposit Funds on the terms and conditions set forth herein.

F. Depositary has agreed to serve in such depository capacity on and subject to the terms and provisions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the covenants and agreements contained herein, Owner, Renter and Depositary hereby agree as follows:

1. Delivery of Funds to Depositary. Renter shall deposit the Deposit Funds with Depositary, which shall satisfy Renter's deposit obligations under the Rental Agreement. Payment of Deposit Funds shall be made to Depositary either by electronic funds transfer/e-check or credit card. Depositary hereby accepts the delivery of the Deposit Funds and agrees to hold and deliver such Deposit Funds in accordance with the terms and provisions of this Agreement. Once payment of the Deposit Funds has been made, any attempted reversal of such payment by Renter is not authorized and may subject Renter to liability for any damages, costs or expenses incurred by Depositary as a result of Renter's action.

2. Investment of Deposit Funds. Depositary shall cause the Deposit Funds to be deposited in one or more interest-bearing demand deposit accounts with in a federally-insured bank or savings institution selected by Depositary, under the name of Depositary. Owner and Renter acknowledge that the Deposit Funds may be commingled with other deposit funds held by Depositary, a portion of which may be invested in higher-yield, FDIC-insured accounts. Interest earned on the Deposit Funds shall be retained by the Depositary.

3. Conditions and Instructions for Release of Deposit Funds; Dispute Resolution

(a) Conditions to the release of Security Deposit Funds. Prior to the rental start date in Agreement, Depositary shall hold the Security Deposit Funds until it receives joint written instructions from both Owner and Renter as to where and in what amounts such Security Deposit Funds should be sent (or a court or arbitration order containing such instructions), at which time Depositary shall comply with such instructions. After the start date in Agreement, Depositary shall hold the Security Deposit Funds until it receives written instructions from Owner as to where and in what amounts such Security Deposit Funds should be sent (or a court or arbitration order containing such instructions), at which time Depositary shall comply with such instructions.

(b) Conditions to Release of Rental Deposit Funds. Prior to the rental start date in Agreement, Depositary shall hold the Rental Deposit Funds until it receives joint written instructions from both Owner and Renter as to where and in what amounts such Rental Deposit Funds should be sent (or a court or arbitration order containing such instructions), at which time Depositary shall comply with such instructions. After the rental start date in Agreement, unless Depositary receives a Dispute Notice (defined below) from Renter prior to **12/31/2017 12 p.m.** Central Standard Time, Depositary shall deliver the Rental Deposit Funds to Owner. Depositary shall have the right to recover from Owner any Rental

Deposit Funds previously delivered to Owner under this Section 3 to the extent Renter successfully reverses payment of such funds to Depositary based on Owner's wrongful conduct.

(c) Method of Delivery of Deposit Funds. If the designated recipient of Deposit Funds hereunder is a party residing outside of the United States of America or Canada, Depositary may require documentation in order to establish the validity of the receiving party and its address. Depositary shall make such international payments via wire transfer, and recipient agrees to provide Depositary with all financial information necessary in order to facilitate such transaction. Domestic and international wire transfers (inbound and outbound) are subject to charge by Depositary at Depositary's then-current posted rates, which amounts shall be deducted and retained from the Deposit Funds prior to disbursement. All disbursement charges are subject to change without notice. There is no charge for disbursements by corporate check or electronic funds transfer to a party residing within the United States of America or Canada.

(d) Disputes. Renter may contact Depositary at any time prior to noon Central Standard Time the day after the rental start date in Agreement and dispute the release of the Deposit Funds. Renter can file a Dispute Notice in writing by sending an email to support@depositguard.com or verbally by speaking to a Depositary representative or leaving a voice mail message with Depositary by calling 877-878-7860. Upon occurrence, Depositary shall hold the release of the Deposit Funds and promptly notify the Owner at which point the parties will have 72 hours to notify the Depositary that the dispute has been resolved and deliver joint written instructions on how to disburse the disputed Deposit Funds. If the dispute cannot be resolved within such 72-hour period, either Owner, Renter or Depositary shall submit such dispute to Depositary's internal binding arbitration service at any time thereafter. If either party fails to participate in such arbitration proceeding, Depositary shall have the right, but not the obligation, to disburse the Deposit Funds in accordance with the instructions of the participating party. The costs of arbitration shall be borne by the party submitting such dispute to arbitration unless provided otherwise in the arbitrator's ruling. Renter is hereby advised that its continued occupancy of the Property pending resolution of a dispute may subject Renter and its guests and family members to local laws for trespassing.

(e) Authority to Release. Owner and Renter hereby authorize Depositary to disburse the Deposit Funds in accordance with this Section 3, and each party irrevocably appoints Depositary its true and lawful attorney-in-fact and agent with full power and authority to act in its name and place in instructing Depositary to disburse the Deposit Funds accordingly. This limited power of attorney is coupled with an interest and is irrevocable. Depositary shall be entitled to rely on the veracity of the joint written instructions of the parties, or an arbitrator's ruling, as received by Depositary, without further inquiry. The parties' joint written instructions may be in the form of an electronically-signed mutual agreement via Depositary's web interface. Disbursal of the Deposit Funds by Depositary in accordance with this Section 3 shall not preclude either Owner or Renter from making a claim against the other party for such Deposit Funds based on the terms and conditions of the Rental Agreement or applicable law, provided that Depositary shall have no liability in any such action.

(f) Rental Cancellation. In the event Owner and Renter have not entered into a written rental cancellation policy outside of Depositary, the following rental cancellation shall apply: If the Renter cancels the rental 60 days or more from the rental start date, 50% of the total Deposit Funds shall be paid to Owner as the rental cancellation fee. If the Renter cancels the rental 59 days or less from the rental start date, 100% of the total Deposit Funds shall be paid to the Owner as the rental cancellation fee. In the event Owner and Renter have entered into a written rental cancellation policy outside Depositary, said rental cancellation policy supercedes the rental cancellation terms outlined in the paragraph. In the event of a rental cancellation, Depositary shall disburse Deposit Funds in accordance to written and signed rental cancellation policy entered into outside of Depositary or if none, according to the terms in this paragraph (f).

4. Compensation of Depositary. As payment for the services performed by Depositary pursuant to this Agreement, Renter hereby agrees to pay a Depositary Service Fee directly to Depositary, upon execution of this Agreement, in an amount equal to the then published Depositary fees. The Depositary Service Fee shall be deposited with Depositary along with the Deposit Funds. This Depositary Service Fee will be immediately released to the Depositary, shall be deemed earned as of that date, and is non-refundable once received. Any portion of such fee not paid by Renter may be deducted and retained by Depositary from any disbursement of Deposit Funds due to Renter hereunder.

5. Limited Liability of Depositary. Depositary is acting solely in the role of a depository hereunder and Depositary shall have no liability for the holding, investment, disbursement or application of any funds and/or documents by Depositary hereunder other than to follow the specific instructions provided for pursuant to this Agreement. Depositary shall not be responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of the deposit account hereby established, or any portion thereof, or for the form or execution thereof, or for the identity or authority of any person executing or depositing the same. Depositary, as a part of the consideration for the acceptance of the Deposit Funds, shall not be liable for any claims, demands, causes of action, losses, liabilities, damages, costs or expenses arising out of Depositary's acts or omissions, or for any damages claimed or suffered by any party to this Agreement, except those arising directly from the gross negligence or willful misconduct of Depositary. Depositary is hereby authorized to rely upon, and shall be protected in acting upon, any written notice, statement, waiver, consent, affidavit, receipt, authorization, power of attorney or other instrument or document which Depositary in good faith believes to be genuine and what it purports to be. In accepting any funds and/or documents delivered to Depositary hereunder, it is agreed and understood that Depositary will not be called upon to construe any contract, instrument or document deposited herewith or submitted hereunder, but only to follow the specific instructions provided for pursuant to this Agreement. Except for this Agreement, the Depositary is not a party to, and shall not be bound by, any agreements

between Landlord and Tenant, or any agreements between or among Owner, Renter and/or other parties. In no event shall Depository's liability to either Owner or Renter under this Agreement exceed the amount of the Deposit Funds hereunder.

6. Interpleader of Funds. In the event of any disagreement between any of the parties to this Agreement, or between them or either or any of them and any other person or party, resulting in adverse and/or conflicting claims or demands being made in connection with the subject matter of this Agreement, or in the event that Depository, in good faith, is in doubt as to what action it should take hereunder, Depository may, in its sole discretion, refuse to comply with any claims or demands made upon it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in such event Depository shall not be or become liable in any way or to any person or party for its failure or refusal to act, and Depository shall be entitled to continue to so refrain from acting until (a) the rights of all interested parties shall have been fully and finally adjudicated by a court of competent jurisdiction or (b) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested parties and Depository shall have been notified thereof in writing signed by all such parties. Notwithstanding the foregoing, in the event Depository shall be in doubt as to what action it should take hereunder at any time during the term of this Agreement, Depository shall have the right, in its sole and absolute discretion, to file an interpleader action in the appropriate jurisdictional court and interplead all funds held by it into the registry of said court, and in such event all costs, expenses and attorneys' fees incurred by Depository in filing such interpleader action shall be paid from the funds so interplead. The rights of Depository under this section are cumulative with all other rights which Depository may have under this Agreement or at law, in equity or otherwise.

7. Indemnity of Depository. Owner and Renter hereby jointly and severally agree to defend, indemnify and hold harmless Depository from and against any and all claims, demands, causes of action, losses, liabilities, damages, costs and expenses, including, without limitation, court costs, legal expenses and attorneys' fees, incurred or suffered by Depository in connection with the performance of its obligations under this Agreement or otherwise arising, directly or indirectly, by reason of this Agreement, except to the extent any such claims, demands, causes of action, losses, liabilities, damages, costs or expenses are incurred or suffered by Depository directly as a result of its own gross negligence or willful misconduct. The obligations of indemnity of Owner and Renter as aforesaid shall survive termination of this Agreement.

8. Termination. Subject to Section 7 above, this Agreement shall terminate on the earlier to occur of (a) the delivery to Depository of an instrument in writing electronically executed by Owner and Renter advising Depository of the termination of this Agreement, including specific written instructions electronically signed by Owner and Renter for the disbursement of any funds remaining in the hands of Depository or (b) the disbursement and/or interpleader of all funds by Depository in accordance with the terms and provisions of this Agreement. Upon the termination of this Agreement as aforesaid, Depository shall be relieved and discharged from any further obligation or liability under this Agreement.

9. Conflict with Rental Agreement; Compliance with Law. Owner, Renter and Depository acknowledge and agree that the instructions and procedures set forth in this Agreement shall, insofar as the deposit, administration and disbursement of the Deposit Funds hereunder are concerned, supersede any conflicting provisions in the Rental Agreement or other document to the extent allowed by law. Depository shall not be responsible for the failure by Owner or Renter to comply with the Rental Agreement or applicable law related to the Deposit Funds, or liable for any penalties resulting therefrom, as long as Depository complies with its obligations under this Agreement. Owner shall be solely responsible for complying with its obligations under any law governing the Deposit Funds, including delivering any accounting or itemized statements directly to Renter in support of deductions from the Deposit Funds claimed by Owner.

10. Notices. All notices required or permitted to be given hereunder, or given in regard to this Agreement by one party to another, shall be in writing and the same shall be given and be deemed to have been served, given and received (a) if mailed, when placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party or parties to whom notice is being given at the address(es) herein specified, or (b) upon the successful facsimile or electronic transmission to the fax number or email address above. Any party may change its address for notices by notice given in accordance with this paragraph. Until changed in the foregoing manner, the respective addresses of the parties for notices hereunder shall be as first set forth above.

11. Entire Agreement. This Agreement (and all forms signed by the parties in connection with this Agreement via Depository's web interface) constitutes the entire agreement and understanding among the parties hereto and supersedes all prior agreements and understandings, if any, concerning the specific subject matter hereof. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding or effective unless the same shall be in writing and signed by all parties to this Agreement.

12. Applicable Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Texas.

13. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Upon a transfer of the property that is the subject of the Rental Agreement, the new owner shall succeed to Owner's rights hereunder only upon Depository's receipt of a signed statement authorizing same from Owner and such transferee.

14. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical. A party's execution and delivery of this Agreement and any notice and consent hereunder by electronic or digital means via Depository's web interface shall be deemed valid for all purposes.

IN WITNESS WHEREOF, the parties have caused this Deposit Protection Agreement to be executed effective as of the date first written above.

Owner: OWNER'S NAME

Date Agreed:

Renter: **RENTER'S NAME**      Date Agreed:

Depository: DepositGuard, LLC

*Version 2- Nov 28 , 2016*