

Nestr Hosting Services Agreement

Version 1.1 · July 2026

This Hosting Services Agreement ("Agreement") is between Nestr LLC ("Nestr," "we," "our") and the property owner accepting it ("Owner," "you"). It governs the hosting services Nestr provides for the short-term rental property or properties ("Property") associated with your account.

1. Hosting services

Nestr provides full-service short-term rental hosting for your Property, including listing creation and optimization, distribution across booking channels, guest communication, dynamic pricing, coordination of cleaning and maintenance between stays, and ongoing performance reporting through your Nestr portal. Nestr configures and operates the systems that run these functions on your behalf so that the day-to-day work of hosting your Property is handled for you.

2. Flat hosting fee

Nestr charges a flat monthly hosting fee based on your selected plan and door count. Your fee is shown to you before payment and appears as a clear, itemized line item in your portal. It is never a hidden deduction and never a percentage of your revenue. You keep one hundred percent of your booking income; Nestr is paid only its stated flat fee.

3. Billing and payment

Your billing cycle begins on the date of your first successful payment and renews monthly on that date. You authorize Nestr to charge the payment method you provide for the recurring monthly hosting fee, and for any amount you owe Nestr under Sections 9 and 10, until this Agreement is cancelled in accordance with Section 15.

If a payment fails, Nestr will retry the charge and notify you. If the amount remains unpaid ten (10) days after the original charge date, Nestr may suspend services, including guest communication, pricing management, and vendor coordination, until the balance is cleared. Nestr will continue to support any guest already in residence through their checkout.

Suspension is not cancellation. Your account, data, and listings remain intact, and service resumes when payment is received. From the date stated in a suspension notice, you assume responsibility for guest communication and for confirmed reservations at the Property until service resumes.

If an amount remains unpaid thirty (30) days after the original charge date, Nestr may terminate this Agreement on written notice. Section 10 continues to apply to any amount Nestr has advanced and not been reimbursed for.

4. Fee adjustments

Nestr may adjust the flat monthly hosting fee no more than once in any twelve (12) month period.

Nestr will give you at least sixty (60) days' written notice before an adjustment takes effect. Your existing fee continues to apply throughout that notice period. If you do not wish to accept the adjustment, you may cancel this Agreement at any time before its effective date, and the adjusted fee will not be charged to you.

A fee change agreed between you and Nestr in writing, including one arising under Section 11, is not subject to the once-per-twelve-month limit in this Section.

5. Promotional discounts

Where Nestr applies a promotional discount to your monthly fee, the discount percentage and its duration are shown to you before you pay and are displayed in your portal.

At the end of the stated discount period, your fee automatically reverts to the standard rate for your plan and door count. No further notice is required, and the revert is not a fee adjustment under Section 4.

Discounts are not transferable and do not carry over into a new engagement except as described in Section 15.

6. Listings and channel accounts

Your listings remain on your own booking channel accounts. Nestr operates on those accounts as an authorized co-host with the access you grant, and does not create or hold listings for your Property on accounts controlled by Nestr.

Guest payments are made by the booking channel directly to the payout method you have set on your own channel account. Nestr does not sit between you and the channel.

You may revoke Nestr's access to your channel accounts at any time. Doing so will prevent Nestr from performing the services described in Section 1, and does not by itself cancel this Agreement or stop billing. To cancel, use Section 15.

7. Nestr never holds your funds

Nestr does not collect, hold, or disburse your rental income at any time. Booking payouts flow directly to you through your connected booking channels as described in Section 6.

Payments to cleaners, contractors, and other third-party vendors are made directly by you to the vendor, or through arrangements you control. Nestr coordinates and schedules this work but does not act as an intermediary for your money. This separation is a permanent feature of how Nestr operates.

There is one narrow exception, described in Section 10. In a genuine emergency, Nestr may advance its own funds to protect your Property or a confirmed guest stay, and you reimburse Nestr afterward. That is Nestr spending its own money on your behalf, not Nestr holding yours. At no point does Nestr take custody of your rental income.

8. Vendors and coverage

You may use your own vetted cleaners, contractors, and service providers, and Nestr will coordinate with them on your behalf. Where you do not have your own provider, or where one of your providers is unavailable, Nestr maintains a vetted local bench and will arrange qualified coverage so your Property is never left without service. In all cases you retain choice over your vendors, and Nestr ensures the work is coordinated and completed.

9. Pass-through costs, consumables, and property expenses

The costs of operating your Property are yours, not Nestr's. These include cleaning, laundry, maintenance and repairs, consumable supplies, utilities, permits, taxes, insurance, and booking channel fees. Nestr's flat fee covers the coordination of that work, not the cost of the work itself.

Wherever possible these costs are billed to you directly by the vendor, or recovered from guests through cleaning and related fees. Where Nestr arranges a cost on your behalf that is not billed to you directly, it is passed through to you at actual cost with no markup and itemized in your portal.

Consumables. Nestr will maintain agreed par levels of guest consumables, such as paper goods, soap, and coffee. Restocking is coordinated by Nestr and the cost is yours. Nestr will not allow a Property to run short of an agreed consumable in order to avoid a cost.

10. Emergency costs, reimbursement, and survival

If a situation arises that threatens the safety of a guest, the condition of your Property, or the completion of a confirmed stay, and you cannot be reached in time, Nestr may authorize or advance up to three hundred dollars (\$300) per incident to resolve it. Nestr will notify you promptly with the reason and any receipt, and will log the item in your portal.

Unable to be reached. For the purposes of this Section, you are treated as unable to be reached when Nestr has made at least two attempts to contact you across at least two different channels, such as phone and email, within a sixty (60) minute window, and has logged those attempts in your portal.

Aggregate limit. Nestr will not advance more than nine hundred dollars (\$900) in total in any rolling thirty (30) day period without your approval, regardless of the number of incidents.

Any single amount above three hundred dollars (\$300) requires your approval before Nestr proceeds, except where waiting would create a risk to guest safety or cause material damage to the Property.

You agree to reimburse Nestr for any amount Nestr advances under this Section. Reimbursement is charged to the payment method on file and is itemized separately from your hosting fee.

Survival. Your obligation to reimburse Nestr for amounts already advanced survives the cancellation or termination of this Agreement, however it occurs, and remains payable after your final hosting fee.

11. Fair use

Nestr's flat fee assumes a normal level of operational activity for a short-term rental of your Property's size and type.

If a Property generates activity substantially beyond that, for example an unusually high turnover volume, repeated same-day turnovers, event hosting, or a persistent maintenance situation requiring ongoing intervention, Nestr will raise it with you and work with you on a solution. That may include a plan to reduce the load, or a fee adjustment agreed between us in writing.

Nestr will not quietly reduce your service level instead of raising the issue. This Section exists so that the demands of one Property do not degrade the service Nestr provides to others.

12. Photography

Nestr arranges and covers the cost of professional photography for your Property as part of onboarding, up to \$350 per property. Any cost above that amount, or replacement shoots requested after initial onboarding, may be arranged at additional cost with your approval.

13. Owner responsibilities and authority

You confirm that you have the legal authority to engage Nestr to provide hosting services for the Property and to enter into this Agreement. You confirm that the information you provide to Nestr, including ownership, property details, access, and any existing bookings, is accurate and complete.

You are responsible for maintaining the Property in a condition suitable for guest stays and for complying with applicable local short-term rental laws, permits, and homeowners association rules that apply to your Property.

Insurance. You represent that you carry property and liability insurance appropriate to short-term rental use of the Property, and that your coverage is not void or excluded by reason of short-term rental activity. You will notify Nestr if that ceases to be true.

14. Authorized users

You may authorize additional people to access your Nestr account, such as a spouse, business partner, or assistant. Access levels are set in your portal and can be changed or revoked at any time by the person who signed this Agreement.

Anyone you authorize acts as your agent. Instructions they give Nestr, approvals they grant, and costs they authorize are treated as yours. You remain responsible for those actions and for all fees and amounts owed under this Agreement.

Only the person who signed this Agreement may change access levels or remove users, and that person cannot remove or downgrade their own signing access.

If you want an authorized user removed, remove them in your portal or tell Nestr and Nestr will act promptly. Nestr is not responsible for actions taken by an authorized user before their access was revoked.

15. Term, cancellation, and re-engagement

This Agreement continues month to month. There is no long-term contract. Either party may cancel with thirty (30) days' written notice given under Section 18.

During the notice period, Nestr will continue to host your Property, honor guest stays that check out on or before the termination date, wind down operations responsibly, and hand your guest communications and account access back to you cleanly. This notice period exists to protect both you and your guests from a disruptive handoff, not to hold you in place.

Reservations after termination. Reservations with a check-in date falling after the termination date remain on your channel accounts and become your responsibility on the termination date, together with the guest information Nestr holds for them. Nestr does not host stays after termination.

Final billing. Your monthly fee applies through the end of the notice period and is not prorated. Recurring billing then stops. Any amount owed under Section 10 remains payable.

Re-engagement after sixty days. If you cancel and later return, and more than sixty (60) days have passed since your termination date, you sign the Nestr agreement in effect at that time and pay the standard rate then in effect for your plan and door count. Prior pricing, promotional discounts, and other prior terms do not carry over.

Return within sixty days. If you return within sixty (60) days of your termination date, Nestr will treat your account as continuous. No re-onboarding is required, and your prior terms, including any promotional discount, resume on their original schedule rather than restarting.

16. Data and privacy

Your data belongs to you. Nestr uses it to operate your account, coordinate your Property's hosting, and improve your results through your portal. Nestr enforces strict per-owner isolation: no other owner can access your information. Upon cancellation, Nestr will provide you a reasonable means of retrieving your data and will retain only what is necessary for legal, tax, and record-keeping purposes.

17. Liability, property incidents, and indemnification

Nestr provides hosting services with professional care but does not guarantee specific occupancy, revenue, or booking outcomes, which depend on factors outside Nestr's control including market conditions, seasonality, property condition, and guest behavior.

You remain the owner and operator of the Property. Nestr is not responsible or liable for injuries, illness, accidents, or death occurring at or arising from the Property; for damage to, loss of, or theft from the Property or its contents; or for the acts, conduct, or omissions of guests, visitors, invitees, or other third parties at the Property. Nestr is not liable for losses, damages, or claims arising from guest conduct, third-party vendor performance, booking channel or platform outages or errors, force majeure, or other circumstances beyond Nestr's reasonable control.

You are responsible for keeping the Property safe, habitable, and compliant with applicable laws, codes, and short-term rental regulations, and for maintaining property and liability insurance appropriate to short-term rental use. You agree to indemnify, defend, and hold harmless Nestr, its owners, employees, and contractors from and against any claims, demands, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to incidents at the Property, guest or visitor stays, the condition of the Property, or your ownership and operation of the Property, except to the extent finally determined to have been caused by Nestr's own gross negligence or willful misconduct.

To the fullest extent permitted by law, Nestr's total liability to you under this Agreement, for any cause, will not exceed the total hosting fees you paid to Nestr in the three (3) months preceding the event giving rise to the claim. Nothing in this Section limits any liability that cannot be limited or excluded under applicable law.

18. General provisions

Governing law and venue. This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws rules. Any dispute arising under it will be brought in the state or federal courts located in Pennsylvania, and both parties consent to that jurisdiction.

Notices. Written notice under this Agreement means email. Notice to Nestr may be given to notices@nestrhost.com, to the Nestr team member identified in your portal as your account contact, or by any other written method Nestr designates in your portal. Notice given to your account contact is effective on the same terms as notice to notices@nestrhost.com. Notice to you goes to the email address on your Nestr account, which you are responsible for keeping current. Notice is effective on the date it is sent, unless it is returned undelivered. Notice under this Agreement must be in writing; verbal statements, including statements made in calls or meetings, do not constitute notice.

Assignment. You may not assign this Agreement without Nestr's written consent. Nestr may assign this Agreement to a successor in connection with a merger, acquisition, financing, or sale of substantially all of its assets. If you sell a Property, this Agreement does not transfer to

the buyer; cancel under Section 15 and have the buyer enter into their own agreement with Nestr.

Amendment. Nestr may update this Agreement by publishing a new version and notifying you, with at least thirty (30) days' notice before the change takes effect. If a change materially reduces what Nestr provides or increases what you pay, you may cancel before it takes effect by giving notice under this Section, and your cancellation will be effective on the date the change would have applied. Fee changes are governed by Section 4.

Severability. If any provision of this Agreement is found unenforceable, the remainder stays in effect.

Entire agreement. This Agreement, together with the plan and pricing shown to you at signup, is the entire agreement between you and Nestr and replaces any prior discussions, proposals, or representations.

19. Acceptance

By typing your full legal name and agreeing below, you acknowledge that you have read, understood, and accept this Agreement, and that you have the authority to enter into it on behalf of the Property owner.