

KIRAoba | MONTHLY RESIDENTIAL RENTALS

LANDLORD SERVICE AND COMMISSION AGREEMENT

Rental facilitation for residential tenancies of 30 days or longer

Agreement version 0.2 | Effective date: [DD Month YYYY]

Kiraoba facilitates introductions and tenancy formation. Kiraoba is not the property manager, is not a party to the tenancy agreement, and does not receive, hold, or control rent or damage deposits.

This Landlord Service and Commission Agreement (the "Agreement") is made between the Landlord and Kiraoba identified below. It applies to the property in the Property and Commercial Schedule and records the terms on which Kiraoba may market the property, introduce prospective tenants, and facilitate a tenancy.

Landlord	Full legal name: [Enter name] Personal/company ID: [Enter ID] Address: [Enter address] Email: [Enter email] Phone: [Enter phone]
Kiraoba	Larry Strawson IE, Identification No. 145789714, trading as Kiraoba Service address: [Enter service address] Email: [Enter Kiraoba service email] Phone: [Enter Kiraoba service phone]

AGREED ROLE AND PURPOSE

Facilitation service. Kiraoba may prepare and publish a listing, receive enquiries and applications, coordinate communications and viewings, present prospective tenants to the Landlord, and support preparation and signing of a tenancy agreement.

Landlord controls the decision. The Landlord alone decides whether to accept an applicant and on what lawful tenancy terms. Kiraoba may communicate offers and prepare documents but may not bind the Landlord or sign a tenancy agreement on the Landlord's behalf unless the Landlord grants separate written authority that is legally sufficient for that purpose.

No property management. This Agreement does not appoint Kiraoba to manage or administer the property. Ongoing tenant communication, rent collection, deposit custody, repairs, utilities, inspections, enforcement, accounting, and tax reporting remain the Landlord's responsibility unless the parties later sign a separate property management agreement.

No tenancy guarantee. Kiraoba does not guarantee occupancy, tenant conduct, payment of rent, the accuracy of information supplied by an applicant, or recovery of possession. Screening is based on information reasonably available and is not insurance or a credit guarantee.

DEFINITIONS

Introduced Tenant. a prospective tenant whose identity, enquiry, application, viewing, offer, or contact with the Landlord or property was generated, received, arranged, or recorded through Kiraoba or a person acting for Kiraoba.

Introduction Date. the earliest date on which Kiraoba records the prospective tenant's enquiry, application, viewing request, offer, or disclosure to the Landlord.

Signed Tenancy. a tenancy, rental, occupancy, or substantially similar agreement signed by or for the Landlord and an Introduced Tenant, whether signed through Kiraoba or outside the platform.

Total Initial Lease Value. the monthly base rent multiplied by the number of months in the initial fixed tenancy term. It excludes damage deposits, utilities, building charges, repair reimbursements, penalties, and optional services. If the initial term is not stated in whole months, the parties will calculate the equivalent base rent for the stated initial term.

KIRAOBA SERVICES

Listing preparation. Kiraoba may edit listing text and photographs for clarity, consistency, translation, safety, or platform standards while preserving the material facts supplied by the Landlord.

Applications and reasonable screening. Kiraoba may collect identity, contact, nationality, intended occupancy, desired dates, employment or income information, references, and other information reasonably relevant to a tenancy application. Kiraoba will share only information reasonably necessary for the Landlord to evaluate and administer the proposed tenancy.

Viewings and communication. Kiraoba may coordinate viewings and route pre-contract communications through the platform or Kiraoba administrator. Direct contact details may remain hidden until the agreed stage of the application and contracting process.

Tenancy documentation. Kiraoba may provide a tenancy template and populate it with information supplied or approved by the parties. Each party must read and approve the tenancy agreement before signing and may obtain independent legal or tax advice.

Third-party support. Kiraoba may use authorised employees, agents, translators, verification providers, photographers, inspectors, or contractors to deliver agreed services. Any paid inspection, inventory audit, repair, cleaning, staging, or other property service requires separate disclosure and agreement and is not included in the Commission.

LANDLORD OBLIGATIONS

Title and authority. The Landlord warrants that the Landlord owns the property or has complete written authority from every person whose consent is required to list and rent it. The Landlord will provide a current cadastral code and reasonable evidence of title or authority when requested.

Accurate listing information. The Landlord must provide complete and accurate information about the property, price, availability, deposit, utilities, building charges, furnishings, defects, restrictions, and any fact that could materially affect a tenant's decision. The Landlord must promptly correct changes or errors.

Condition and lawful use. The Landlord is responsible for ensuring that the property can lawfully be rented and is safe, habitable, clean, accessible as promised, and supplied with functioning utilities, appliances, keys, and fixtures at handover. The Landlord remains responsible for defects, repairs, building rules, insurance, and required permissions.

Applications. The Landlord will review applications promptly, use applicant information only for lawful tenancy purposes, avoid unlawful discrimination, and communicate acceptance, rejection, or requested conditions through Kiraoba while the application is active.

Inventory and condition record. Before handover, the Landlord will ensure that the tenancy includes or references an accurate inventory and condition record, with dated photographs where appropriate. Kiraoba may help coordinate this record but is not responsible for omissions unless separately engaged in writing.

Notification of a Signed Tenancy. The Landlord must notify Kiraoba within one business day after agreeing or signing a tenancy with an Introduced Tenant and provide the signed tenancy or sufficient written details to verify the Commission calculation.

NON-EXCLUSIVE LISTING AND INTRODUCTION PROTECTION

Non-exclusive appointment. The Landlord may advertise the property through other channels and may rent to a person independently sourced without Kiraoba. No Commission is due for a genuinely independent tenant who was not an Introduced Tenant.

Prior contact exception. A person is not treated as an Introduced Tenant if, within two business days after Kiraoba first identifies that person, the Landlord provides dated written evidence showing that the Landlord was already in active, direct rental negotiations with that person before the Introduction Date.

Protected period. The Commission is due if the Landlord, an owner, representative, agent, relative, or associated person enters into a Signed Tenancy with an Introduced Tenant during this Agreement or within twelve months after the Introduction Date. This applies whether the tenancy is signed through Kiraoba or by direct or indirect contact outside the platform.

No obstruction. Neither party will conceal a Signed Tenancy, misstate its commercial terms, or use another person or document structure for the principal purpose of avoiding a Commission that has been earned under this Agreement.

COMMISSION AND PAYMENT

Commission rate. For each Signed Tenancy entered into as a result of Kiraoba's services, the Landlord will pay Kiraoba a Commission equal to ten percent (10%) of the Total Initial Lease Value.

When earned. The Commission is earned only when the Landlord and Introduced Tenant enter into the Signed Tenancy. Kiraoba does not charge an advance brokerage commission before a tenancy is concluded.

Payment deadline. Kiraoba may issue an invoice when the Signed Tenancy is concluded. The Landlord must pay the full Commission within three business days by the bank transfer or platform payment method stated on the invoice. Value added tax will be added only if legally chargeable and shown on the invoice.

Example. If the monthly base rent is USD 1,000 and the initial fixed term is twelve months, the Total Initial Lease Value is USD 12,000 and the Commission is USD 1,200. The deposit and utilities are excluded.

After signing. Except where mandatory law requires otherwise or Kiraoba agrees in writing, later cancellation, early termination, non-payment, or breach of the tenancy does not reverse an earned Commission because Kiraoba does not guarantee performance by either tenancy party.

Extensions and renewals. No additional Commission is due merely because the same tenancy continues or is extended, unless the Landlord separately asks Kiraoba to negotiate or arrange a new tenancy and agrees the applicable fee in writing before that service is performed.

Late payment. Kiraoba may recover reasonable, documented costs of collecting an overdue Commission to the extent permitted by Georgian law. No penalty or interest applies unless it is separately stated, lawful, and accepted before becoming due.

RENT, DAMAGE DEPOSIT, AND TENANCY PERFORMANCE

Direct payment. The tenant must pay rent, damage deposits, utilities, and other tenancy amounts directly to the Landlord or the Landlord's disclosed payment account. Kiraoba does not receive, hold, safeguard, apply, refund, or disburse those funds.

Records only. Kiraoba may record declared payment dates, amounts, receipts, arrears, or deposit status in an administrative ledger for transparency, but that record does not make Kiraoba a payment recipient, escrow agent, deposit holder, debt collector, accountant, or guarantor.

Landlord responsibility. The Landlord is responsible for lawful deposit handling, receipts, deductions, refunds, tax declarations, rent enforcement, repairs, access, notices, and termination under the signed tenancy and Georgian law.

PERSONAL DATA AND COMMUNICATIONS

Purpose limitation. Each party will process personal data lawfully, fairly, securely, and only to the extent necessary to list the property, evaluate an application, conclude or administer a tenancy, meet legal obligations, or resolve a claim.

Landlord use and confidentiality. The Landlord must keep applicant and tenant information confidential, restrict access to persons who need it for the tenancy, and not use it for unrelated marketing, profiling, publication, or disclosure. Unsuccessful-applicant data must be deleted when no longer reasonably needed, subject to legal retention and claim requirements.

Kiraoba records. Kiraoba may retain the agreement version, Privacy Notice version, account identifier, acceptance status, timestamp, communications, application history, and transaction records as reasonably necessary to provide the service, protect users, demonstrate consent or contract formation, and meet legal obligations.

Marketing consent. Consent to receive marketing is optional, separate from this Agreement, and is not required to list a property or use the contractual service.

Communication channels. The parties may communicate through the Kiraoba platform, email, WhatsApp, Telegram, or another channel selected in the Schedule. The Landlord understands that ordinary messaging services have their own privacy and security terms and will avoid sending unnecessary identity documents through unsecured channels.

TERM, SUSPENSION, AND TERMINATION

Start and duration. This Agreement starts on the effective date and continues until terminated by either party. The Landlord may pause or archive a listing through the platform, but archiving alone does not erase obligations relating to an existing application, Introduction, Signed Tenancy, or earned Commission.

Termination. Either party may terminate this Agreement by written notice. Kiraoba may immediately suspend or remove a listing for suspected fraud, inaccurate information, safety concerns, unlawful conduct, non-payment, misuse of personal data, or material breach.

Effect of termination. Termination does not affect accrued rights. The Introduction protection, Commission, confidentiality, data protection, liability, dispute, and general provisions continue to the extent necessary to give them effect.

LIABILITY AND RESPONSIBILITY

Reasonable care. Kiraoba will use reasonable care and skill in providing the agreed facilitation service. Kiraoba is responsible for its own fraud, wilful misconduct, gross negligence, and any liability that cannot lawfully be excluded.

Third-party conduct. Subject to mandatory law, Kiraoba is not liable for a Landlord's or tenant's breach, false statement, non-payment, property damage, personal injury caused by the property or its occupants, utility failure, building administration, government action, or the independent acts of service providers selected by the Landlord.

Liability cap. To the extent permitted by law, Kiraoba's aggregate liability arising from one listing or tenancy is limited to the Commission actually paid to Kiraoba for that tenancy. This cap does not apply to fraud, wilful misconduct, gross negligence, breach of confidentiality or data-security obligations, or liability that law does not permit the parties to limit.

Landlord indemnity. The Landlord will reimburse Kiraoba for reasonable losses, liabilities, and third-party claims caused by the Landlord's lack of title or authority, materially inaccurate listing information, concealed defects, unlawful instructions, misuse of personal data, or breach of this Agreement, except to the extent caused by Kiraoba's own fault.

ELECTRONIC ACCEPTANCE AND NOTICES

Electronic agreement. The parties agree that this Agreement and related approvals may be accepted by electronic signature, platform acceptance, or signed counterpart to the extent permitted by law. Kiraoba's records of the version presented, affirmative acceptance, timestamp, and associated account may be used as evidence of acceptance.

Affirmative action. A platform checkbox must be unticked by default. The Landlord must take an affirmative action confirming that the Landlord has read and accepts this Agreement and the identified Privacy Notice. Silence, a pre-ticked box, or separate marketing consent is not acceptance of this Agreement.

Notices. A notice under this Agreement may be delivered through the Landlord's Kiraoba account or to the most recent email address stated in the Schedule. A party must promptly update its contact details. A termination, breach, or payment notice should be in a form that can be stored and reproduced.

GOVERNING LAW AND DISPUTES

Governing law. This Agreement is governed by the laws of Georgia, including the applicable provisions of the Civil Code of Georgia.

Good-faith resolution. Before filing a claim, the parties will attempt in good faith to resolve the dispute by written negotiation for at least fifteen calendar days after one party gives a detailed dispute notice, unless urgent protective relief is reasonably required.

Court. Subject to any mandatory jurisdiction rule, unresolved disputes fall within the jurisdiction of the competent courts of Georgia, with Batumi City Court selected where legally available.

Language. This draft is prepared in English. Before public use, Kiraoba should obtain Georgian legal review and prepare a Georgian or bilingual signing version where appropriate. The signed version must expressly identify which language prevails if the texts differ.

PROPERTY AND COMMERCIAL SCHEDULE

Complete this Schedule for each property. If a Landlord lists multiple properties, each property should have its own Schedule linked to the accepted Agreement version.

Field	Agreed details
Agreement effective date	[DD Month YYYY]
Landlord account/email	[Account identifier and verified email]
Property address	[Full address, building and apartment number, city, Georgia]
Cadastral code	[NAPR cadastral code]
Ownership evidence	[NAPR extract / authority document reference]
Property type and size	[Studio / apartment / house; square metres]
Availability date	[DD Month YYYY]
Requested monthly base rent	[Amount and currency]
Requested initial lease term	[Number of months]
Damage deposit requested	[Amount and currency; payable directly to Landlord]
Utilities paid by	[Tenant / Landlord / allocation]
Building administration fees	[Tenant / Landlord / amount]
Repair contact	[Landlord or authorised representative]
Preferred communication	[☐ Platform [☐ Email [☐ WhatsApp [☐ Telegram
Commission rate	10% of Total Initial Lease Value
Commission due	Within 3 business days after the tenancy agreement is signed
Agreement version	Kiraoba Landlord Agreement v0.2 - 2 September 2026
Privacy notice version	[Insert published Kiraoba Privacy Notice version/date]

GENERAL TERMS

Entire agreement. This Agreement, the completed Schedule, the identified Privacy Notice, and any specifically incorporated written addendum contain the entire agreement for Kiraoba's landlord facilitation service for the property. A tenant's tenancy agreement is separate and does not make Kiraoba a party to the tenancy.

Changes. A change affecting an active listing, application, Introduction, Commission, or Signed Tenancy must be accepted in a durable written or electronic form. A later online version does not retroactively replace the version already accepted for an existing transaction unless both parties agree.

Assignment. The Landlord may not assign this Agreement or transfer the property in a manner intended to avoid an accrued or protected Commission. Kiraoba may transfer the service agreement to a successor operating the Kiraoba platform by written notice, provided the transfer does not materially reduce the Landlord's rights and complies with data-protection law.

Severability and waiver. If a provision is invalid or unenforceable, it will be limited or removed only to the minimum extent necessary and the remainder will continue. A delay or failure to enforce a right is not a waiver of that right.

LANDLORD CONFIRMATIONS

- ☐ I confirm that I own the property or have complete authority to list and rent it.
- ☐ I confirm that the property information and commercial terms in this Schedule are accurate.
- ☐ I understand that Kiraoba does not hold rent or damage deposits and is not the property manager.
- ☐ I accept the 10% Commission calculation and three-business-day payment deadline after a Signed Tenancy.
- ☐ I have read and accept Kiraoba Landlord Agreement v0.2 and the Privacy Notice version recorded above.

SIGNATURES OR RECORDED ELECTRONIC ACCEPTANCE

By signing below or completing the recorded affirmative electronic acceptance, each party confirms that it has authority to enter into this Agreement and agrees to the completed Schedule.

LANDLORD	KIRAoba SERVICE PROVIDER
Full legal name: _____	Larry Strawson IE
Signature: _____	Identification No. 145789714
Date: _____	Trading as Kiraoba
	Signature: _____
	Date: _____

DRAFT FOR GEORGIAN LEGAL REVIEW BEFORE SIGNATURE OR PLATFORM PUBLICATION