UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2024

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from_____to_____
Commission File Number: 001-41130



Vacasa, Inc.

(Exact name of registrant as specified in its charter)

Delaware	87-1995316
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

850 NW 13th Avenue
Portland, OR 97209
(Address of principal executive offices) (Zip Code)
(503) 946-3650
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Class A Common Stock, par value $0.00001 per share	VCSA	The Nasdaq Stock Market LLC

Securities registered pursuant to section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☐
Non-accelerated filer ☒	Smaller reporting company ☒
	Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☒

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of these error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1 (b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the Class A common stock held by non-affiliates of the registrant, based upon the closing price of a share of the registrant's common stock on June 28, 2024, was $53,290,852.

As of March 10, 2025, 15,856,348 shares of the registrant's Class A Common Stock were outstanding, 6,695,312 shares of the registrant's Class B Common Stock were outstanding, and 316,666 shares of the registrant's Class G Common Stock were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement relating to its 2025 Annual Meeting of Stockholders are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated. The registrant's definitive proxy statement will be filed with the U.S. Securities and Exchange Commission within 120 days after the end of the fiscal year to which this report relates.

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Cautionary Note Regarding Forward-Looking Statements

This Annual Report on Form 10-K ("Annual Report") contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. We intend such forward-looking statements to be covered by the safe harbor provisions of Section 27A of the Securities Act of 1933, as amended (the "Securities Act") and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). All statements other than statements of historical facts contained in this Annual Report, including statements regarding our results of operations, financial position, growth strategy, seasonality, business strategy, policies, and approach, are forward-looking statements. These statements involve known and unknown risks, uncertainties, and other important factors that may cause our actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward-looking statements. Without limiting the foregoing, in some cases, you can identify forward-looking statements by terms such as “aim,” “anticipate,” “believe,” “contemplate,” “continue,” “could,” “estimate,” “expect,” “intends,” “may,” “might,” “plan,” “possible,” “potential,” “predict,” “project,” “should,” “will,” “would,” "commit" or the negative of these terms or other similar expressions, although not all forward-looking statements contain these words. No forward-looking statement is a guarantee of future results, performance, or achievements, and one should avoid placing undue reliance on such statements.

Forward-looking statements are based on our management’s beliefs and assumptions and on information currently available to us. Such beliefs and assumptions may or may not prove to be correct. Additionally, such forward-looking statements are subject to a number of known and unknown risks, uncertainties, and assumptions, and actual results may differ materially from those expressed or implied in the forward-looking statements due to various factors, including, but not limited to:

- risks related to the Mergers (as defined below), including the possibility that the consummation of the Mergers could be delayed or not completed, the effects of the announcement or pendency of the Mergers on our business, and the restrictions on the conduct of business prior to completing the Mergers;
- our ability to execute our business plan and achieve all of the expected benefits of the Reorganization (as defined below) and other cost saving measures we may take in the future;
- risks related to any indebtedness we may incur from time to time (including any additional Convertible Notes (as defined below)) and our cash position, including that additional financing may not be available on acceptable terms or at all, or could be dilutive to our stockholders or impose additional restrictive covenants on our activities;
- our ability to achieve profitability;
- our ability to manage the impacts the Reorganization has on our systems, processes, and controls, including our ability to address competitive challenges, manage our employee base, or maintain our corporate culture;
- our ability to return to growth;
- our ability to compete in our industry;
- our ability to attract and retain homeowners and guests;
- our ability to provide high-quality customer service;
- our ability to maintain and enhance relationships with distribution partners;
- our ability to develop new or enhanced offerings and services;
- our ability to cost-effectively drive traffic to our platform;
- our ability to maintain and enhance our brand and reputation, and avoid damaging or negative publicity;
- the safety or perception of safety of our platform, product offerings and services;
- our ability to manage our international operations;
- our ability to raise additional capital or generate the significant capital necessary to expand our operations and invest in new offerings;
- our ability to attract and retain capable management and employees;
- increased personnel costs or labor shortages;
- declines or disruptions to the travel and hospitality industries or general economic downturns;
- the effects of seasonal and other trends on our business and results of operations;
- our ability to obtain adequate insurance coverage for the needs of our business;
- any future impairment of our long-lived assets or goodwill;
- significant fluctuations in our results of operations from quarter to quarter and year to year as a result of seasonality and other factors;
- operational metrics subject to inherent challenges in measurement and real or perceived inaccuracies;
- upticks or downturns in bookings are not immediately reflected in our results of operations;
- our ability to manage funds held on behalf of customers;
- our reliance on third-party payment service providers to process payments made by guests and certain payments made to homeowners on our platform;
- risks related to payment network rules and any material modification of our payment card acceptance privileges;
- our expectations regarding our tax liabilities and the adequacy of our reserves;
- our ability to comply with privacy and data protection laws;
- any undetected errors on our platform;

- reliance on third-party service providers in connection with key aspects of our platform and operations;
- our ability to adapt to changes in technology and the evolving demands of homeowners and guests;
- our ability to protect our intellectual property and our data;
- risks associated with litigation to which we are party and the impact of such litigation on our business and cash flow;
- our use of "open source" software;
- our use of artificial intelligence ("AI"), in our business and risks related to cyberattacks, data security breaches, or other security incidents;
- our ability to stay in compliance with laws and regulations, including tax laws, that currently apply or may become applicable to our business, both in the United States and internationally and our expectations regarding the impact of various laws, regulations, and restrictions that relate to our business;
- risks related to the ownership of our Class A Common Stock, including the significant influence our principal stockholders and holders of our Convertible Notes have over the Company; and
- those risks, uncertainties, and assumptions identified in Part I, Item 1A. "Risk Factors" and Part II, Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this Annual Report.

There may be additional risks that we currently consider immaterial or which are unknown. It is not possible to predict or identify all such risks.

The forward-looking statements in this Annual Report are based upon information available to us as of the date of this Annual Report, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete. These statements speak only as of the date of this Annual Report and are inherently uncertain, and investors are cautioned not to unduly rely upon these statements.

You should read this Annual Report and the documents that we incorporate by reference into or filed with this Annual Report with the understanding that our actual future results, levels of activity, performance, and achievements may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained in this Annual Report, whether as a result of any new information, future events, or otherwise.

Basis of Presentation

Vacasa, Inc. was incorporated on July 1, 2021 under the laws of the state of Delaware as a wholly owned subsidiary of Vacasa Holdings LLC ("Vacasa Holdings" or “OpCo”) for the purpose of consummating the business combination described herein. In December 2021, Vacasa, Inc. merged with TPG Pace Solutions Corp., with Vacasa, Inc. continuing as the surviving entity, following which Vacasa, Inc. consummated a series of reorganization transactions through which Vacasa, Inc. became the sole manager and owner of approximately 50.3% of the outstanding equity interests in Vacasa Holdings, and Vacasa Holdings cancelled its ownership interest in Vacasa, Inc. The business combination was accounted for as a reverse recapitalization (the "Reverse Recapitalization") in accordance with accounting principles generally accepted in the United States of America ("GAAP"). For the period from inception to December 6, 2021, Vacasa, Inc. had no operations, assets or liabilities. Unless otherwise indicated, the financial information included herein is that of Vacasa Holdings, which, following the business combination, became the business of Vacasa, Inc. and its subsidiaries.

Additionally, unless the context otherwise requires, references herein to the "Company," "we," "us"” or "our" refer (a) after December 6, 2021, to Vacasa, Inc. and its consolidated subsidiaries and (b) prior to December 6, 2021, to Vacasa Holdings and its consolidated subsidiaries.

Risk Factor Summary

Our business is subject to numerous risks and uncertainties, including those described in Part I, Item 1A. "Risk Factors" in this Annual Report. You should carefully consider these risks and uncertainties when investing in our common stock. The principal risks and uncertainties affecting our business include, but are not limited to, the following:

- risks related to the Mergers, including the possibility that the consummation of the Mergers could be delayed or not completed, the effects of the announcement or pendency of the Mergers on our business, and restrictions on the conduct of business prior to completing the Mergers;
- our ability to execute our business plan and achieve the expected benefits of the Reorganization and other cost saving measures we may take in the future;
- our substantial indebtedness (including the Convertible Notes), our cash position, and our ability to raise additional capital or generate the significant capital necessary to expand our operations and invest in new offerings, including that additional financing may not be available on acceptable terms or at all, or could be dilutive to our stockholders or impose additional restrictive debt covenants on our activities;
- our ability to achieve profitability;
- our ability to appropriately manage the strain to our business brought by its significant volatility and our ability to manage the impacts the Reorganization will have on our systems, processes, and controls, including our ability to address competitive challenges, manage our employee base, or maintain our corporate culture;
- our revenue volatility;
- our ability to compete in our industry;
- our ability to attract and retain homeowners and guests;
- our ability to provide high-quality customer service;
- our ability to maintain and enhance relationships with distribution partners;
- our ability to develop new or enhanced offerings and services;
- our ability to cost-effectively drive traffic to our platform;
- our ability to maintain and enhance our brand and reputation, and avoid negative publicity that could damage our brand;
- the safety or perception of safety of our platform and services;
- our ability to manage our international operations;
- our ability to consummate or successfully integrate recent and future acquisitions;
- our ability to attract and retain capable management and employees;
- increased personnel costs or labor shortages;
- any decline or disruption to the travel and hospitality industries or economic downturn, natural disasters, local and global public health emergencies, geopolitical conflict, and other catastrophic events or other events outside of our control;
- risks related to localized events in states and regions where our managed units are concentrated;
- our ability to obtain adequate insurance for the needs of our business;
- a future impairment of our long-lived assets or goodwill;
- significant fluctuations in our results of operations from period to period, as a result of seasonality and other factors;
- certain operational metrics are subject to inherent challenges in measurement, and real or perceived inaccuracies in such metrics may harm our reputation;
- upticks or downturns in bookings are not immediately reflected in our results of operations;
- any failure to properly manage funds held on behalf of customers;
- our reliance on third-party payment service providers to process payments made by guests and certain payments made to homeowners on our platform;
- risks related to payment network rules and any material modification of our payment card acceptance privileges;
- uncertainty in the application of taxes to our homeowners, guests, or platform;
- exposure to greater than anticipated tax liabilities;
- changes in tax laws or tax rulings;
- our ability to use our net operating loss carryforwards and certain other tax attributes;
- our dependence upon distributions from OpCo to pay taxes and other expenses;
- exposure to tax liabilities attributable to the Blockers (as defined below) as a result of the Business Combination (as defined below);
- exposure to tax liabilities attributable to audit adjustments for certain taxable periods or disproportionate to our ownership interest in OpCo;
- our responsibility to pay the TRA Parties (as defined below) for certain tax benefits should the consummation of the Mergers fail to be completed;
- our ability to comply with federal, state, and foreign laws relating to privacy and data protection;
- risks related to cyberattacks, data security breaches, or other security incidents;

- our reliance primarily on Amazon Web Services to host and deliver our platform and on a number of other third-party service providers in connection with other key aspects of our platform and operations;
- any undetected errors in our platform, system capacity constraints, system or operational failures, or denial-of-service or other attacks;
- our ability to operate effectively on platforms other than desktop computers;
- our ability to adapt to changes in technology and the evolving demands of homeowners and guests;
- our ability to protect our intellectual property and our data;
- risks related to claims that we or others violated certain third-party intellectual property rights;
- risks related to our use of "open source" software;
- risks related to our use of AI;
- risks related to laws, regulations, and rules that affect the short-term rental business;
- risk related to complex, evolving, and sometimes inconsistent and ambiguous laws and regulations that may adversely impact our operations and discourage homeowners and guests from using our services;
- our reliance on a mix of independent contractors and employees to provide operational services to us and any potential reclassification of independent contractors as deemed employees;
- risk related to regulatory audits, inquiries, litigation, and other disputes;
- liability for information or content that is on, or accessible through, our platform;
- risks related to governmental economic and trade sanctions laws and regulations and violation of anti-corruption laws;
- our Certificate of Incorporation provides that the doctrine of "corporate opportunity" will not apply with respect to any director or stockholder who is not employed by us or our subsidiaries;
- our focus on the long-term best interests of our Company and our consideration of all of our stakeholders;
- our principal stockholders and holders of our Convertible Notes have significant influence over us;
- volatility in the trading price of the shares of our Class A Common Stock;
- future sales of our Class A Common Stock in the public market, including as a result of any conversion of the Convertible Notes;
- our status as an "emerging growth company" within the meaning of the Securities Act; and
- our expectation not to pay any cash dividends on our Class A Common Stock in the foreseeable future.

PART I

Item 1. Business

Our Company

Vacasa, Inc. and its subsidiaries (the "Company") operate a vertically-integrated vacation rental management platform in North America. Our integrated technology and operations platform is designed to optimize vacation rental income and home care for homeowners, offer guests a seamless, reliable, and high-quality experience, and provide distribution partners with a variety of home listings. Our marketplace aggregated approximately 36,500 home listings as of December 31, 2024 in hundreds of destinations across the United States, and in Belize, Canada, Costa Rica, and Mexico. Our guests are able to search, discover, and book properties on Vacasa.com, our guest app, and on the booking sites of distribution partners including, but not limited to, Airbnb, Booking.com, and Vrbo. During the year ended December 31, 2024, we generated approximately $1.9 billion in Gross Booking Value ("GBV") from over five million total number of nights stayed by guests in homes hosted on our platform over the period ("Nights Sold").

Our business model is based on shared success. As a vertically-integrated vacation rental manager, we act as an agent on behalf of our homeowners, which allows us to avoid the capital requirements and limitations of owning the underlying real estate. We collect nightly rent from guests on behalf of homeowners and earn the majority of our revenue from homeowner commissions and service fees paid by guests.

Since our inception, we have focused primarily on the supply side of the short-term rental market and on building our homeowner base. Booking channels such as Airbnb, Booking.com, and Vrbo have historically had more focus on the demand side of the market and collectively drive hundreds of millions of site visits each month.

Through our integrated technology and operations platform, we unlock new supply and increase the availability of vacation rental home listings for guests to discover and book. Our comprehensive set of capabilities, enabled by technology, is designed to remove barriers to renting vacation and second homes by solving critical challenges for homeowners, such as listing creation, pricing optimization, multi-channel distribution and demand generation, home care, insights and analytics, smart home technology, and owner and guest support.

Our global marketplace connects guests with the homes we bring onto our platform. Our listings are aggregated on vacasa.com and on the sites of major demand channels. Our direct channel, which includes our booking site and guest app, is a significant source of guest demand, driving approximately 30% of our GBV for the year ended December 31, 2024.

Agreement and Plan of Merger with Casago

On December 30, 2024, the Company and Vacasa Holdings entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Casago Holdings, LLC, a Delaware limited liability company (“Casago”), Vista Merger Sub II Inc., a Delaware corporation and a wholly owned subsidiary of Casago (“Company Merger Sub”), and Vista Merger Sub LLC, a Delaware limited liability company and a wholly owned subsidiary of Casago (“LLC Merger Sub” and collectively with Company Merger Sub, the “Merger Subs”).

Upon the terms and subject to the conditions set forth in the Merger Agreement, (a) LLC Merger Sub will merge with and into Vacasa Holdings (the “LLC Merger”), with Vacasa Holdings surviving the LLC Merger as a wholly owned subsidiary of Casago and (b) Company Merger Sub will merge with and into the Company (the “Company Merger” and together with the LLC Merger, the “Mergers”), with the Company surviving the Company Merger as a wholly owned subsidiary of Casago.

At the effective time of the Company Merger (the “Company Merger Effective Time”), (a) each share of our Class A Common Stock issued and outstanding immediately prior to the Company Merger Effective Time will be converted into the right to receive $5.02 in cash, without interest, subject to potential downward adjustment in accordance with the terms and conditions set forth in the Merger Agreement, as further detailed below (as adjusted, the “Merger Consideration”), and (b) each share of our Class B Common Stock issued and outstanding immediately prior to the Company Merger Effective Time will automatically be canceled and cease to exist, as further detailed below. Immediately prior to the closing of the Mergers (the “Merger Closing”), each share of our Class G Common Stock will automatically convert into shares of our Class A Common Stock at the Class G Strategic Transaction Ratio (as defined in the Company’s Certificate of Incorporation) and the former holders of our Class G Common Stock will be entitled to receive the Merger Consideration in accordance with the Merger Agreement.

The Merger Consideration is subject to potential downward adjustment based on the number of homes under management by the Company (the “Unit Count”) as of 12 business days prior to the anticipated closing date (such date, the “Adjustment Measurement Date”). The Merger Consideration will be reduced by $0.10 for every 500 units that the Unit Count falls below

32,000 units, which top-line number will be reduced by 600 units at the start of each month after March 31, 2025. Additionally, the Merger Consideration is subject to potential downward adjustment if the Company's Liquidity (as defined in the Credit Agreement (as defined below)) is below $15 million as of the last liquidity measurement of the Company prior to the Adjustment Measurement Date. The Company will issue a press release prior to the Merger Closing announcing the final Merger Consideration.

A special committee (the "Special Committee") of the board of directors of the Company (the "Board"), comprised solely of disinterested and independent members of the Board, unanimously (a) recommended that the Board approve and declare advisable the Merger Agreement and the transactions contemplated thereby, including the Mergers, and (b) recommended that, subject to Board approval, the Board submit the Merger Agreement to the stockholders of the Company for their adoption and recommend that the stockholders of the Company vote in favor of adoption of the Merger Agreement. The Board, acting on the recommendation of the Special Committee, (a) approved and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Mergers, (b) authorized and approved the execution, delivery and performance by the Company and Vacasa Holdings of the Merger Agreement and the consummation of the transactions contemplated thereby, including the Mergers, upon the terms and subject to the conditions contained therein, (c) directed that the adoption of the Merger Agreement be submitted to a vote of the stockholders of the Company at a meeting of the stockholders of the Company and (d) recommended that the stockholders of the Company vote in favor of the adoption of the Merger Agreement. Both the Special Committee and the Board determined that the Merger Agreement and the transactions contemplated thereby, including the Mergers, are fair to, and in the best interests of, the Company and its Unaffiliated Stockholders (as defined in the Merger Agreement).

Consummation of the Mergers is subject to the satisfaction or, if permitted by law, waiver by the Company, Casago, or both, of a number of conditions, including, among other customary closing conditions, (a) the receipt of the required approvals from the Company's stockholders, (b) the absence of any order or other action that is in effect (whether temporary, preliminary or permanent) by a governmental authority restraining, enjoining or otherwise prohibiting the consummation of the Mergers, (c) the absence of a material adverse effect of the Company since the date of the Merger Agreement, (d) the occurrence of the Company LLC Units Redemptions (as defined in the Merger Agreement), (e) the absence of termination or acceleration of the Credit Agreement by the lenders thereunder, and the becoming effective of the amendments set forth in the Fourth Amendment (as defined below) at or substantially concurrently with the Merger Closing (including any amendments made in accordance with the Merger Agreement), (f) the Unit Count not being less than 24,000 as of the Adjustment Measurement Date, and (g) the performance by the Company of its obligations, including payoff of the indebtedness represented by the convertible notes held by DK VCSA Lender LLC ("DK"), an affiliate of Davidson Kempner Capital Management LP ("Davidson Kempner"), in accordance with the terms of the Merger Agreement. Moreover, each party's obligation to consummate the Mergers is subject to certain other conditions, including the accuracy of the other party's representations and warranties (subject to certain materiality or other qualifiers) and the other party's compliance with its covenants and agreements contained in the Merger Agreement (subject to certain materiality qualifiers).

The Merger Agreement contains certain termination rights for each of the Company and Casago, and in certain circumstances, a termination fee would be payable by the terminating party. In particular, the Merger Agreement provides that the Company must pay Casago a termination fee of approximately $4.1 million if, among other customary circumstances, the Company terminates the Merger Agreement with respect to a Superior Proposal (as such term is defined in the Merger Agreement).

If the Mergers are consummated, our Class A Common Stock will be delisted from Nasdaq and deregistered under the Exchange Act as promptly as practicable after the Company Merger Effective Time.

The foregoing description of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which is included as an exhibit to this Annual Report.

On February 3, 2025, the Company received an unsolicited, non-binding acquisition proposal from Davidson Kempner and certain of its affiliates to acquire all outstanding shares of the Company at a price of $5.25 per share, subject to potential downward adjustment in accordance with the terms of such proposal (the "Original Davidson Kempner Proposal"). On February 28, 2025, the Company received a revised unsolicited, non-binding acquisition proposal from Davidson Kempner and certain of its affiliates, which removed certain contingencies and conditions included in the Original Davidson Kempner Proposal and was otherwise on substantially the same terms as the Original Davidson Kempner Proposal (the "Second Revised Davidson Kempner Proposal"). On March 11, 2025, the Company received a revised unsolicited, non-binding acquisition proposal from Davidson Kempner and certain of its affiliates which is on substantially the same terms as the Second Revised Davidson Kempner proposal and (i) provides for a tender offer to potentially reduce time to close, (ii) makes changes to the potential downward adjustment to the merger consideration based on the Company's liquidity and (iii) provides for the ability of the Company to seek up to $5,000,000 in additional funding from Davidson Kempner through additional convertible notes during the period between signing and closing (the "Third Revised Davidson Kempner Proposal"). The Company has and is continuing to engage in discussions and negotiations with Davidson Kempner regarding the Third Revised Davidson Kempner Proposal in accordance with the terms and conditions of the Merger Agreement.

Our Growth Strategy

We continue to focus on addressing our market opportunities, including:

- ***Empowering local operations.*** In May 2024, the Company announced the Reorganization, which was intended to, among other things, reduce fixed costs in our business, accelerate the transformation of our business to a model focused more on local market accountability and execution, promote greater efficiency and realign our business and strategic priorities. We expect to continue our transformation, empowering our local team members to make market-level decisions and organizing our teams to orient towards the markets we serve.

- ***Optimize existing supply.*** We expect to continue to innovate on our platform to improve our technology and operational efficiency, grow Nights Sold, and manage homeowner churn.

- ***Grow supply in existing markets.*** We intend to increase our managed home density in existing markets to achieve further economies of scale, primarily using our individual approach to onboard individual vacation rental properties through our direct sales force. Over time, our new market expansion may include selective entry into attractive domestic and international markets.

- ***Expand our range of homeowner services.*** We intend to leverage our homeowner relationships to monetize adjacent services and expand our suite of product offerings. Our expanded range of homeowner services may include multiple service levels or offerings for homeowners who want or need elevated assistance, or assistance with select aspects of our end-to-end offering. We believe these services also have the potential to funnel more homeowners into our core product over time.

- ***Elevate the homeowner and guest experience.*** We seek to elevate the owner and guest experiences with enhanced technology and services, including through our homeowner portal and Guest app, and use of smart home technology.

Our Platform and Product Offerings

Our platform is designed to deliver a comprehensive offering to homeowners looking to rent their vacation homes and guests looking to experience the potential that vacation rentals can offer.

Offerings for Homeowners

We have designed our platform with a homeowner-first approach. Our homeowner offerings include a range of products and services designed to enable homeowners to optimize rental income from their properties. Our homeowner offering suite includes:

- ***Property setup and listing optimization.*** We promptly handle the numerous steps involved in preparing and listing a homeowner's home for rent. We offer professionally written descriptions, professional home photography and digital tours, and feature amenity recommendations in order to maximize guest appeal. Once a listing is live, we handle all aspects of marketing, calendar management, and guest interaction.

- ***Demand generation.*** Our proprietary software automatically syndicates listings across our direct booking site and on the booking sites of third-party distribution partners, including Airbnb, Booking.com, and Vrbo. We have also built tools to allow for granular modifications on listings or prices by channel. We strive to optimize our listings across our partner network to maximize bookings regardless of channel.

- ***Dynamic pricing.*** We use proprietary pricing tools to optimize homeowner income. To achieve this optimization, we continuously adjust rental rates across all our channels based on a guest's itinerary, a home's availability, and real-time booking dynamics. Our data scientists and machine learning engineers continually test for optimization, iterate, and release new algorithms in an effort to improve revenue per available night.

- ***Tax and compliance support.*** We strive to simplify compliance and tax-related tasks for homeowners. We collect and remit transient occupancy taxes through our platform and may assist with obtaining or maintaining necessary permits for vacation rental properties in certain jurisdictions.
- ***Homeowner dashboard and mobile app and communication tool***. Homeowners can access their booking, payment, and performance details on our homeowner portal or via our mobile app. In 2023, we launched our homeowner

communication tool, allowing owners to interact with our teams directly through our portal or mobile app. Using this tool, owners can message their local teams directly or through their account to request support at their home.

- ***End-to-end property care.*** We provide comprehensive home care, including housekeeping, maintenance, inspection, and related services as part of our full-service offering to homeowners.

Offerings for Guests

For guests, our offerings are designed to provide a frictionless way to search, discover, book, and experience Vacasa listings. Our guest offerings include:

- ***Direct booking site.*** Our booking site serves as our own demand channel. Approximately 30% of GBV was generated through our direct channel, which includes our booking site and guest app, in the fiscal year ended December 31, 2024.
- ***Payment capabilities.*** We offer guests multiple payment options, including payment plans offered through our partnership with Affirm.
- ***24/7 support.*** Our customer support team is available 24/7 and is accessible via phone, vacasa.com, or our guest app.
- ***Smart home technology.*** Our smart home technology includes keyless locks, Wi-Fi routers, and noise monitoring technology.
- ***Guest app.*** Our guest app is designed to drive guest demand, engagement, and satisfaction. Our guest app includes a comprehensive suite of features for before, during, and after a guest's stay. For example, guests are able to search, book, and pay for their stay through the app. The guest app also facilitates access to the property, Wi-Fi connection, and our 24/7 support.

Technology Utilized by our Local Operations Teams

Our teams care for homes in hundreds of destinations and are key to delivering an enhanced level of service to our homeowners and guests at the local level. Underpinning our local operations teams is our proprietary technology that guides all aspects of home care. These capabilities include:

- ***HomeCare Hub.*** Our HomeCare Hub is a proprietary software tool purpose-built for vacation rentals. Our HomeCare Hub allows us to optimize staffing, assignments, dispatching, and workflows across our local markets. Operations managers are able to monitor the homes in their portfolio 24/7 with bi-directional flow of information from the property. Furthermore, we have built application program interface integrations to vendors to maximize efficiency in the process.
- ***Field application.*** Our field application is leveraged by our home care staff, maintenance personnel, and local managers and is connected into our HomeCare Hub software tool to enhance coordination between managers, contractors, and field personnel. Our proprietary application provides visibility to our field team on assigned tasks and open tickets. The field application is used in a myriad of ways, such as to monitor guest check-out status and to facilitate accelerated cleans and post-cleaning photo submissions for real-time inspection approval.
- ***Ticketing system and time tracking.*** We provide comprehensive management of home care activity on our platform to track and manage workflows and productivity.
- ***Smart home technology.*** Smart home technology, such as smart locks, improves our operational efficiency. For example, local staff do not need to visit homes to change lock box codes or replace lost keys, and certain locks can be programmed to trigger notifications when a guest checks in or out. We utilize this notification data to inform our scheduling algorithms, which improves the efficiency of our local teams running home care.

Our Development and Technology Infrastructure

We have a research and development team responsible for delivering enhancements to the functionality, usability, and performance of our platform for our owners, guests and our employees. We have assembled a team of engineers, designers, product managers, and data scientists whose expertise spans a broad range of technical areas.

Sales and Marketing

We deploy focused sales efforts targeted at homeowners of properties we predict will be high-value listings on our platform. Once prospects are identified, our sales executives work to convert homeowners to our platform. Our sales executives strive to further develop crucial area relationships and referral networks to identify and target their sales efforts towards such homeowners.

Our marketing strategy primarily relies on performance marketing, which we complement with engagement marketing and brand marketing. We deploy performance marketing strategies through digital and offline channels to drive additional traffic from prospective guests. Engagement marketing initiatives include email and other outbound communications to ensure that we retain high-value homeowners and guests. Brand marketing seeks to increase awareness among potential homeowners and guests, helping them understand the benefits of renting their home through Vacasa and of booking and experiencing a Vacasa property. In addition to performance, engagement, and brand marketing, we engage in various public relations and communications activities to increase awareness of our offerings and strengthen our brand among homeowners and guests.

Our Distribution Partners

As part of our multi-channel distribution strategy, we have established relationships with numerous booking sites, including Airbnb, Booking.com and Vrbo, which make Vacasa-listed properties available for booking by guests through their online platforms. Bookings through our distribution partners accounted for approximately 70% of our GBV during each of the years ended December 31, 2024, 2023, and 2022.

Our agreements with our distribution partners typically provide that the partner will receive a commission on bookings made through the channel transactions (with the rate varying by partner). Certain partners may charge us subscription fees and/or may charge guests additional fees directly.

Human Capital

Our People

As of December 31, 2024, we employed a total of approximately 4,300 team members globally. Our dedicated local operations teams work directly with our full-service homeowners to provide comprehensive vacation rental management services, and exceptional care for guests. Our local teams are primarily composed of field operations, owner support, or "owner success" roles sales executives and revenue managers. The central team is primarily composed of guest experience agents, software engineers, product managers, marketers, finance professionals, human resources, legal personnel, as well as a small group of central owner, sales and revenue management support personnel.

We seek to foster an inclusive environment where everyone feels welcome to be their authentic selves and all voices are heard and to create an environment that is aligned with our values and that reflects our global community.

Our Culture

At Vacasa, we are reimagining the vacation rental experience for homeowners and guests through our end-to-end technology platform.

Vacasa’s culture has grown and evolved along with its people. We started in 2009 with one home and a small team. As of December 31, 2024, we managed approximately 36,500 homes with a team of professionals across the travel and hospitality industry. Even with this scale, we strive to maintain an entrepreneurial spirit. We hold ourselves accountable to the values into which we have grown as a company, which guide our decision making:

- Innovation: We look to the future and anticipate what’s next.
- Accountability: We are committed, purposeful and intentional. We take aim and follow through with decisive action.
- Growth: We set the bar high and push ourselves and our teammates to continually expand, improve and progress.
- Empathy: We listen closely, engage thoughtfully and cultivate lasting relationships built on mutual benefit and trust.

Our culture is also one of inclusion. We continuously aspire to be a more equitable, safe, and welcoming work environment for all of our team members, and a better advocate to the communities we serve.

Competition

We operate in a highly competitive environment. As we seek to expand our geographic footprint and grow our business, we face competition in attracting and retaining homeowners and guests.

Homeowners. Homeowners can either self-manage or use local vacation rental management businesses to market and care for their homes. Homeowners who self-manage are able to list on sites such as Airbnb, Booking.com, Vrbo and Evolve and may choose to leverage additional off-the-shelf software tools to handle aspects of the process, such as pricing or scheduling. We compete for homeowners based on many factors, including the volume and pricing of bookings generated by guests on our platform and those of our distribution partners; ease of onboarding onto our platform; the service fees and commissions we charge; the owner protections we offer, such as our accommodation protection program; and the strength of our brand.

Guests. We also compete to attract guests to our platform. Guests have a wide range of options for finding and booking accommodations, and as such, we compete with other forms of travel accommodations, including hotels, other vacation rental companies, and serviced apartment providers, both online and offline. We also compete for traffic and demand generation through our direct booking channel with nationally recognized booking sites such as Airbnb, Booking.com, Vrbo, Evolve, regional booking sites, and online travel agencies, and to a lesser degree, urban rental sites such as Sonder, and niche programs such as Inspirato. We compete for guests based on many factors, including: the uniqueness and quality of our homes and the availability of homes; the value and all-in cost of our offerings relative to other options; our brand; and the ease of use of our platform.

We believe we compete favorably on the basis of the key competitive factors noted above. However, many of our competitors and potential competitors are larger and have greater financial, technical and other resources, including greater brand name recognition, longer operating histories, larger marketing budgets and established marketing relationships, access to larger customer bases and significantly greater resources for the development of their offerings. See Part I, Item 1A "Risk Factors—Risks Related to Our Business and Industry—*The business and industry in which we participate are highly competitive, and we may be unable to compete successfully with our current or future competitors.*"

Intellectual Property

Our intellectual property is an important component of our business. We rely on a combination of trademarks, domain names, copyright, know-how, trade secrets and patents, as well as contractual provisions and restrictions, to establish and protect our intellectual property. As of December 31, 2024, we held three issued patents. While we believe our patent registrations are important to our competitive position, we do not believe any single patent application or registration is material to our business as a whole. We may pursue additional patent protection to the extent we believe it would be beneficial and cost effective.

As of December 31, 2024, we owned 46 trademarks registered with the United States Patent and Trademark Office, as well as additional international trademarks, including "Vacasa" and related logos and designs. We also own several domain names that we use in, or relate to, our business, including "vacasa.com" and other country code top level domain name equivalents.

We rely on trade secrets and confidential information to develop and maintain our competitive advantage. We seek to protect our trade secrets and confidential information through a variety of methods, including confidentiality procedures and non-disclosure agreements with employees, third parties, and others who may have access to our confidential or proprietary information. We also require our employees to sign invention assignment agreements with respect to inventions arising from the course of their employment, and we restrict unauthorized access to our proprietary technology. In addition, we have developed proprietary code and algorithms that are protected through a combination of copyright and trade secrets.

Notwithstanding our efforts to protect our intellectual property rights, there can be no assurance that the measures we take will be effective or that our intellectual property will provide any competitive advantage. Our intellectual property rights may be invalidated, circumvented or challenged. Furthermore, the laws of certain foreign countries do not protect intellectual property and proprietary rights to the same extent as the laws of the United States and, as a result, we may be unable to protect our intellectual property and other proprietary rights in certain foreign jurisdictions. In addition, while we have confidence in the measures we take to protect and preserve our trade secrets, we cannot guarantee that these measures will not be circumvented, and we may not have adequate remedies should any breach of such measures occur. Accordingly, our trade secrets may otherwise become known or independently discovered by competitors. For more information regarding the

risks related to intellectual property, see Part I, Item 1A "Risk Factors—Risks Related to Information Technology, Data Security and Data Privacy."

Data Security and Data Privacy

The protection of identifiable information about individuals, often referred to as personal data, personally identifiable information, or personal information, that we collect is important for ensuring trust with our stakeholders. In the course of our operations, we collect and process a variety of personal data from interactions with customers and visitors, use of our websites and/or applications, social media, advertisements, or communications with us relating to any services we offer. We also collect personal data from job applicants, employees, independent contractors, and employees of certain companies with which we work.

We store, protect, use and transmit personal data in accordance with our online privacy policy and internal data security and data handling policies and procedures, in addition to a variety of industry-standard technical, administrative, and physical measures. We also employ a variety of measures designed to comply with our legal obligations in relation to the collection and processing of personal data.

Such measures include, but are not limited to: specifying collection and processing purposes; restricting the use of personal data to specified purposes; minimizing the collection and retention of personal data beyond what is required for our operations; anonymizing, pseudonymizing, or otherwise obfuscating certain personal data; encrypting personal data; administering privacy awareness training; and managing service providers processing personal data on our behalf.

We are subject to a variety of data security and data privacy laws and regulations across multiple jurisdictions where we have operations, employees or guests, which set forth a variety of compliance requirements related to the collection and processing of personal data. To support compliance with such requirements, we maintain cross-functional and interdisciplinary privacy procedures, including, but not limited to the following areas: data subject (consumer) rights; training and awareness; vendor management; data retention and destruction; privacy policy management; and incident management.

Regulations

We are subject to a wide variety of laws, rules, and regulations enforced by both governments and private organizations. Many of these rules and regulations are constantly evolving. If we are unable to comply with them, we could be subject to civil and criminal liabilities, revocation, or suspension of our licenses or other adverse actions. We may also be required to modify or discontinue some or all of our offerings, and our ability to grow our business and our reputation may be harmed. See Part I, Item 1A. "Risk Factors" for a discussion of our regulatory risks.

Rental Regulatory Considerations in the Markets in which we Operate

We operate in hundreds of locations across the United States, with varying sets of rules and regulations associated with each state, county, city, town, township, or village. We typically focus our operations in jurisdictions that allow for un-hosted, non-owner occupied short-term rentals, and avoid major cities, such as San Francisco and Denver, that only allow "homeshares," which are rentals of all or a portion of the owner's primary residence. Occasionally, however, past acquisitions of other management companies have included a small number of rentals that are subject to these primary residence rules. In certain markets, we allow longer non-transient rentals, which can trigger compliance with various landlord-tenant laws.

With very few exceptions, owners of the properties we manage are ultimately responsible for obtaining and maintaining applicable permits, licenses, and tax registrations, and for complying with local zoning restrictions as well as restrictive covenants and homeowner association bylaws. We often assist with permitting, licensing, and taxation to the extent we are legally able, and strive to verify and help ensure compliance with state and local laws for all of our homes. If alleged violations occur, we assist owners in seeking to correct them and abide by the decisions of government officials.

Some states require short-term rentals or long-term rentals to be managed or offered for stays through a licensed real estate broker. Where applicable, we offer and operate rentals through a licensed subsidiary.

Real Estate Regulatory Considerations for our Business Operations

As discussed above, our vacation rental management operations are considered real estate services in certain states. Real estate service providers must be licensed at a brokerage or broker level, and are commonly referred to as a real estate brokerage. Real estate brokerages are licensed at the state level and are primarily regulated by state level agencies dedicated to real estate or licensing services.

State Regulation

Real estate brokerage licensing laws vary widely from state to state. All entities and individuals providing brokerage services must be licensed separately in each state where they operate. Generally, a corporate entity must obtain a firm level license, although in some states, the licenses are personal to individual brokers and an entity is associated with the individual broker's license. Where a firm license is obtained, an individual broker is appointed as the principal broker. Licensed agents or salespersons must also obtain a license and affiliate their license under a firm or a principal broker to engage in licensed real estate brokerage activities.

The principal broker in each state is responsible for compliance with licensing laws and for actively supervising the licensed brokerage activities of all its licensees within the state. All licensed market participants, whether individuals or entities, must also comply with a state's real estate licensing laws and regulations. The licensing laws and regulations vary in each state, but generally detail minimum duties, obligations, and standards of conduct for licensees include requirements related to contracts, disclosures, record-keeping, local offices, handling of trust funds, agency representation, advertising regulations, and fair housing regulations. In each of the states where our operations require, we have designated a properly licensed principal broker and, as required, we also hold a corporate real estate broker's license.

Federal Regulation

Several federal laws and regulations govern the real estate brokerage business, including federal fair housing laws such as the Real Estate Settlement Procedures Act of 1974 ("RESPA"), and the Fair Housing Act of 1968 ("FHA"). RESPA restricts kickbacks or referral fees that real estate settlement service providers, such as real estate brokers, title and closing service providers and mortgage lenders may pay or receive in connection with the referral of settlement services. RESPA also requires certain disclosures regarding certain relationships or financial interests among providers of real estate settlement services.

RESPA provides a number of important exceptions that allow for payments or referral commissions to be made and received between licensed real estate brokers and for market-rate compensation payments between service providers for services actually provided. RESPA is administered by the Consumer Financial Protection Bureau ("CFPB"). The CFPB has applied a strict interpretation of RESPA and related regulations, and often enforces these regulations in administrative proceedings. Consequently, industry participants have modified or terminated a variety of historical business practices to avoid the risk of protracted and costly litigation or regulatory enforcement.

The FHA prohibits discrimination or any preference in housing because of race, color, national origin, religion, sex, familial status and disability. The FHA applies to real estate brokers and licensees involved in the non-transient rental of homes. The FHA also applies broadly to many forms of advertising and communications, including Multiple Listing Service ("MLS") listings, websites and social media postings.

Local Regulation

In addition to state and federal regulations, residential transient and non-transient transactions may also be subject to local regulations. These local regulations generally require additional disclosures by parties or licensees, or the receipt of reports or certifications, often from the local governmental authority, prior to or at the time of contracting with a party in a real estate transaction. Non-transient transactions may be subject to local landlord-tenant regulations that impose fee restrictions and provide rights to tenants. Local regulations also may expand those protected from housing discrimination laws by protecting additional classes of people and providing additional fair housing laws.

MLS Rules

Our real estate brokerages are also subject to rules, policies, data licenses, and terms of service established by over 50 MLSs of which we are a participant. These rules, policies, data licenses and terms of service specify, among other things, how our licensees may access and use MLS data and how MLS data must be displayed on websites we control or that our licenses maintain. The rules of each MLS to which we belong can vary widely and are complex.

National Association of REALTORS ("NAR")

NAR, as well as state and local associations of REALTORS, have codes of ethics and rules governing members' actions in dealings with other members, clients, and the public. Our licensees and licensed entities must comply with these codes of ethics and rules as a result of membership in these organizations.

Seasonality

Our industry and our business is seasonal, reflecting typical travel behavior patterns over the course of the calendar year. In addition, each market where we operate may have unique seasonality, local events, and weather that can increase or decrease demand for our offerings. Certain public holidays, and the timing of these holidays, can have an impact on our revenue by increasing or decreasing Nights Sold on the holiday itself or during the preceding and subsequent weekends. Typically, the first and second quarters of the fiscal year are our strongest booking and cash generating quarters, while our second and third quarters, spanning the U.S. peak summer travel season, have higher revenue than the first and fourth quarters due to increased Nights Sold. Our GBV typically follows the seasonality patterns of Nights Sold. Our operations and support costs also increase in the second and third quarters as we increase our staffing to handle increased activity on our platform and service the homes we manage in those periods.

Available Information

Our website address is www.vacasa.com. Information contained on, or that can be accessed through, our website does not constitute part of this Annual Report. The U.S. Securities and Exchange Commission ("SEC") maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC at www.sec.gov. Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to reports filed or furnished pursuant to Sections 13(a) and 15(d) of the Exchange Act are also available free of charge on our investor relations website as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC.

We webcast our earnings calls and certain events we participate in or host with members of the investment community on our investor relations website. Additionally, we provide notifications of news or announcements regarding our financial performance, including SEC filings, investor events, press and earnings releases, as part of our investor relations website. The contents of these websites are not intended to be incorporated by reference into this report or in any other report or document we file.

Item 1A. Risk Factors

Our business, operations and financial results are subject to various risks and uncertainties, including those described below, that could materially adversely affect our business, results of operations, financial condition, and the trading price of our Class A Common Stock. The following material factors, among others, could cause our actual results to differ materially from historical results and those expressed in forward-looking statements made by us or on our behalf in filings with the SEC, press releases, communications with investors, and oral statements. If any of the following risks, or others not specified below, materialize, our business, financial condition and results of operations could be materially and adversely affected. In that case, the trading price of our Class A Common Stock could decline, and you could lose all or part of your investment in our Class A Common Stock.

Risks Related to the Mergers

We may be unable to complete the Mergers with Casago, which could have an adverse effect on us.

On December 30, 2024, we entered into the Merger Agreement with Casago and the other parties thereto. Pursuant to the Merger Agreement, and subject to the terms and conditions contained therein, at the Merger Closing, the Company will become a wholly owned subsidiary of Casago. The Merger Closing is subject to certain conditions, including but not limited to: (a) obtaining certain required stockholder approvals, (b) the absence of any order or other action that is in effect (whether temporary, preliminary or permanent) by a governmental authority restraining, enjoining or otherwise prohibiting the consummation of the Mergers, (c) the absence of a material adverse effect of the Company since the date of the Merger Agreement, and (d) the performance by the Company of its obligations set forth in the Merger Agreement relating to the payoff of the indebtedness represented by the convertible notes held by DK in accordance with the terms of the Merger Agreement.

There can be no assurance that the closing conditions will be satisfied or waived, or that the Mergers will be completed, and the final Merger Consideration will not be known until shortly before the Merger Closing. The failure to satisfy the closing conditions could delay the completion of the Mergers or prevent it from occurring. If the transaction does not close, the

Company may be required to pay a termination fee of $4.1 million in certain circumstances. Further, if we are unable to complete the Mergers, we will have incurred substantial expenses and transaction fees, including legal, regulatory and other costs, and diverted significant management time and resources from our ongoing business.

Whether or not the Mergers are completed, the announcement and pendency of the Mergers could cause disruptions in our business, which could have an adverse effect on our business and financial results.

Due to certain restrictions in the Merger Agreement on the conduct of business prior to completing the Mergers, we are limited in our ability or may be unable, during the pendency of the Mergers, to pursue strategic transactions, undertake certain significant financing transactions, issue equity or grant equity awards to employees and others, and otherwise pursue other actions, even if we believe such actions would be beneficial to the Company and its stockholders, and we may have to forgo certain opportunities we might otherwise pursue.

Further, it is possible that the pendency of the Mergers could result in the loss of key employees, higher than expected costs, diversion of management attention, higher than expected unit churn, and may make it more difficult to attract new homeowners to our platform, and cause disruption to our ongoing businesses, any of which may adversely affect the Company's ability to maintain relationships with customers, vendors and employees, and exacerbate many of the risks set forth below, which could, in turn, have an adverse effect on Company liquidity and result in a downward adjustment to the Merger Consideration.

The Merger Agreement limits our ability to pursue alternatives to the Mergers and may discourage other potential acquirers from attempting to acquire us for greater consideration than what Casago has agreed to pay pursuant to the Merger Agreement.

The Merger Agreement contains provisions that make it more difficult for us to sell our business to a party other than Casago. Under the Merger Agreement, beginning on December 30, 2024, we became subject to customary "no-shop" restrictions on our ability to solicit alternative acquisition proposals from third parties and to provide information to, and participate in discussions and engage in negotiations with, third parties regarding any alternative acquisition proposals, subject to a customary "fiduciary out" provision. We received an unsolicited, non-binding acquisition proposal from Davidson Kempner and certain of its affiliates on February 3, 2025 and a revised unsolicited, non-binding acquisition proposal from Davidson Kempner and certain of its affiliates on February 28, 2025. The "no-shop" restrictions limit our ability to engage in discussions or negotiations with third parties unless our Board (acting on the Special Committee's recommendation) or the Special Committee determines in good faith that such acquisition proposal constitutes a Superior Proposal or is reasonably likely to result in a Superior Proposal and that the failure to take action would reasonably be inconsistent with our Board's or the Special Committee's fiduciary duties. Additionally, these "no shop" restrictions, including the added expense of the termination fees that may become payable by us in certain circumstances, might discourage a third party that has an interest in acquiring all or a significant part of the Company from considering or proposing such an acquisition, even if it were prepared to pay a purchase price per share higher than the Merger Consideration to be paid in the Mergers.

Following the receipt of the Original Davidson Kempner Proposal and the Second Revised Davidson Kempner Proposal, the Company received a waiver from Casago to the "no-shop" restrictions in the Merger Agreement to engage with Davidson Kempner to the same extent as if our Board (acting on the Special Committee's recommendation) or the Special Committee determined in good faith that the Revised Davidson Kempner Proposal constituted, or was reasonably likely to result in, a Superior Proposal (as defined in the Merger Agreement).

Lawsuits may be filed against us and/or Casago challenging the transactions contemplated by the Merger Agreement. An adverse ruling in any such lawsuit may delay or prevent the proposed acquisition from being completed.

Lawsuits arising out of or relating to the Merger Agreement, our proxy statement or the Mergers may be filed in the future. One of the conditions to completion of the Mergers is the absence of any order or other action that is in effect (whether temporary, preliminary or permanent) by a governmental authority restraining, enjoining or otherwise prohibiting the consummation of the Mergers. Accordingly, if a plaintiff is successful in obtaining an injunction, then such order may prevent the Mergers from being completed, or from being completed within the expected timeframe. In addition, while we will evaluate and defend against any lawsuits against us, the time and costs of defending against litigation relating to the Mergers may divert management time and attention and adversely affect our business.

If the Mergers are consummated, our stockholders will not be able to participate in any further benefits from the performance of our business.

If the Mergers are consummated, our stockholders (other than the Rollover Stockholders as defined in the Merger Agreement) will receive $5.02 in cash per share (subject to potential downward adjustment in accordance with the terms and conditions
set forth in the Merger Agreement) of our Class A Common Stock owned by them, without interest and subject to applicable tax withholding, and, our stockholders will not receive any equity interests of Casago. As a result, our current stockholders (other than the Rollover Stockholders) will not receive any additional consideration for their shares of Class A Common Stock and will not receive any benefit from any future performance of our business following the Mergers.

Risks Related to Our Business and Industry

We may not successfully execute or achieve all of the expected benefits of the Reorganization and other cost-saving measures we may take in the future, and our efforts may result in further actions and/or negatively impact our cash flows and profitability and adversely affect our business.

In May 2024, we announced the Reorganization, which was intended to, among other things, reduce certain fixed costs in our business, accelerate the transformation of our business to a model focused more on local market accountability and execution, promote greater efficiency and realign our business and strategic priorities. The Reorganization has resulted in significant structural changes to the way we run our business, including a significant reduction in our corporate and central operations personnel and functions. The Reorganization has resulted in our local operations teams assuming more of the management and business responsibilities of their markets, including marketing and unit acquisition, which are new or more significant responsibilities for these teams. Our local operations teams may not be successful in managing and growing their markets or in retaining homeowners and attracting guests to the platform. Additionally, our local operations teams may have difficulty attracting and retaining the personnel needed to run the necessary operations. Such implementation risks could materially adversely affect our business, results of operations, and financial condition. As a result of the Reorganization, we have significantly reduced the size of our central sales team, and reorganized the sales force to more closely align with individual markets. Similarly, we have reduced and realigned other central office support teams, including product and technology, finance and accounting, legal, human resources and marketing. The Reorganization has also resulted in more targeted sales and marketing efforts and a shift in technology strategy from only proprietary in-house development to consideration of third-party off-the-shelf solutions along with targeted proprietary development of differentiating technology. The Reorganization measures are subject to significant risks and uncertainties, including whether we have targeted the appropriate areas for our cost-saving efforts and at the appropriate scale. As such, the Reorganization may not be successful in yielding our intended results and may not appropriately address either or both of the short-term and long-term strategies for our business. We may not realize the expected benefits from our change in technology strategy; the expected costs and charges may be greater than we have forecasted; and the estimated cost savings may be lower than we have forecasted. If we are unable to successfully implement our Reorganization, we may not realize all or any of the anticipated benefits thereof, which could adversely affect our business, financial condition, and results of operations, including our profitability, cash flow and liquidity needs and availability.

Additionally, certain aspects of the Reorganization, such as severance costs associated with reducing our headcount, have negatively impacted our cash flows and may continue to do so in the future. Our initiatives have resulted, and could in the future result in, personnel attrition beyond our planned reduction in headcount or reduced employee morale, which could in turn adversely impact productivity, including through a loss of continuity, loss of accumulated knowledge and/or inefficiency during transitional periods, or our ability to attract highly skilled employees, any of which could adversely impact our business, results of operations, disclosure controls and procedures and financial condition. Unfavorable publicity or negative perceptions about us or any of our strategic initiatives, including the Reorganization, could result in reputational harm and could diminish confidence in, and the use of, our products and services, which could adversely affect our business, financial condition and results of operations. For example, the Reorganization may result in negative perceptions among homeowners and our distribution partners regarding our business and financial condition. See "*— Maintaining and enhancing our brand and reputation is critical to our future growth, and negative publicity could damage our brand and thereby harm our ability to compete effectively, and could materially adversely affect our business, results of operations, and financial condition*." The Reorganization has required, and may continue to require, a significant amount of management's and other employees' time and focus, which may divert attention from effectively operating and growing our business. See Part I, Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations —Recent Developments—Workforce Reductions."

Our substantial indebtedness may limit our cash flow available to invest in the ongoing needs of the business, could adversely affect our ability to raise additional capital to fund operations, limit our ability to react to changes in the economy or our industry and prevent us from meeting our financial obligations.

As described elsewhere in this Annual Report under Part I, Item 2. "*Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources — Revolving Credit Facility*," in October 2021, we entered into the Credit Agreement, which provides for senior secured borrowings in an aggregate principal amount of up to $105.0 million, which amount may be borrowed and repaid from time to time. As of December 31, 2024, $81.0 million in borrowings

were outstanding under the Revolving Credit Facility, $23.1 million of letters of credit were issued under the Revolving Credit Facility, and $0.9 million was available for borrowings. In addition, as described elsewhere in this Annual Report under Part I, Item 2. “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” in August 2024, the Company entered into the Note Purchase Agreement, providing for the issuance and sale of up to $75.0 million aggregate principal amount of senior secured convertible notes due in 2029 ("Convertible Notes"), as subsequently amended, of which, as of the date hereof, $30.0 million has been issued and is outstanding.

Our substantial debt combined with our other financial obligations and contractual commitments could have significant adverse consequences, including:

- requiring us to dedicate a substantial portion of cash flow from operations or cash on hand to the payment of interest on, and principal of, our debt, thereby reducing amounts available to fund our operations, capital expenditures, and other general corporate purposes;
- increasing our vulnerability to adverse changes in general economic, industry and market conditions;
- subjecting us to restrictive covenants that may reduce our ability to take certain corporate actions or obtain further debt or equity financing;
- limiting our flexibility in planning for, or reacting to, changes in our business and our industry; and
- placing us at a competitive disadvantage to our competitors that have less debt or debt on better terms than us.

If we cannot generate sufficient cash flows from operations to service the amounts borrowed under the Revolving Credit Facility, any amounts due under the Convertible Notes, or to maintain our ongoing operations, we may need to refinance, dispose of assets, issue equity to obtain necessary funds, or seek additional sources of liquidity. We do not know whether we will be able to do any of this on a timely basis, on terms satisfactory to us, or at all. While the Note Purchase Agreement provides for the issuance of up to an additional $45.0 million of Convertible Notes in certain circumstances and upon certain conditions, there can be no guarantee that any additional Convertible Notes will be issued, as any additional issuance requires Davidson Kempner's consent. In addition, any additional indebtedness we incur could exacerbate the risk discussed above and have important additional consequences, including:

- further limiting our ability to obtain additional debt or equity financing for working capital, capital expenditures, debt service requirements and general corporate or other purposes;
- for borrowings at variable rates of interest, we will be exposed to the risk of increased or elevated interest rates; and
- increasing our vulnerability to a downturn in general economic conditions, our industry or in our business.

In addition, the agreements governing our Revolving Credit Facility and the Convertible Notes contain, and any agreements evidencing or governing other future indebtedness may also contain, certain restrictive covenants that limit or otherwise restrict our ability to do certain things:

- create, incur, assume or permit to exist any debt or liens;
- merge into or consolidate with any other person, or liquidate or dissolve;
- make or hold certain investments;
- sell, transfer, lease, license or otherwise dispose of our assets, including equity interests;
- pay dividends or make certain other restricted payments;
- substantively alter the character of our business; and
- sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with affiliates.

The agreements governing the Revolving Credit Facility and the Convertible Notes also contain, and any agreements evidencing or governing other future indebtedness may also contain, certain financial covenants and financial reporting and other requirements, as described elsewhere in this Annual Report under Part I, Item 2. under “*Management’s Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources — Revolving Credit Facility*.” Our ability to comply with these covenants and requirements may be affected by events and factors beyond our control. We may not be able to generate sufficient revenue or maintain sufficient liquidity to meet the financial covenants (at such time as we are required to do so) or pay any principal and interest due under the Revolving Credit Facility or Convertible Notes when required. If we fail to make payments or otherwise experience an event of default thereunder, the lending institutions would be permitted to take certain actions, including terminating all outstanding commitments and declaring all amounts to be immediately due and payable and would have the right to proceed against the collateral granted to them, which includes substantially all of our assets. The occurrence of any of these events could have a material adverse effect on our business, results of operations and financial condition. Furthermore, future working capital, borrowings, or equity financing could be unavailable to repay or refinance amounts borrowed under the Revolving Credit Facility or the Convertible Notes. In the event of a liquidation, our lenders would be repaid all outstanding principal and interest prior to distribution of assets to unsecured creditors, and the

holders of our Class A Common Stock would receive a portion of any liquidation proceeds only if all of our creditors, including our lenders, were first repaid in full.

We have incurred net losses in each year since inception, and we may not be able to achieve profitability.

We incurred net losses of $154.9 million, $528.2 million, and $332.1 million for the years ended December 31, 2024, 2023, and 2022, respectively. We expect to continue to incur losses and experience negative cash flows, and may need to sell additional securities, borrow additional funds or reduce operating expenses in order to meet our cash needs. Such additional funding may not be available to us on commercially reasonable terms, or at all, or may be restricted by the Company's current or future debt instruments or the Merger Agreement.

Historically, we have invested significantly in efforts to retain and grow our homeowner base, both through our individual and portfolio strategies, as well as through strategic acquisitions, to grow our guest community and to improve our platform technology. As a result of the Reorganization, we have significantly reduced the size of our central sales team, and reorganized the sales force to more closely align with individual markets. Similarly, we have reduced and realigned other central office support teams, including product and technology, finance and accounting, legal, human resources and marketing. While these actions are expected to reduce the Company's total operating expenses, if our revenue continues to decline, it may not be enough to offset our current and future operating expenses, we will not achieve profitability in future periods and our net losses may increase. Additionally, the reduction in the size of our sales force may reduce the number of units onboarded to our platform, which may slow potential growth in revenue.

Revenue may continue to decline for a number of reasons, many of which are beyond our control, including changing travel patterns, slowing demand for our offerings, listing growth constraints, increasing competition, or any other risk factors discussed in this Annual Report. Certain types of homes and certain regions in which we operate result in listings with lower commission rates and/or lower service fees, which could have a materially negative impact on our overall operating margins. We have experienced, and in the future may experience, fluctuations and high volatility in operating costs and expenses. We incurred operating costs and expenses of $1,058.1 million, $1,655.3 million and $1,578.9 million for the years ended December 31, 2024, 2023, and 2022, respectively. In addition, we have changed, and may in the future reduce, our commission rates and service fees for strategic or competitive reasons. Failure to increase our revenue or manage or reduce our operating expenses could prevent us from achieving or sustaining profitability as measured by net income, operating income, or Adjusted EBITDA at all or on a consistent basis, or could significantly impair our future outlook, future cash flows or cash position, which would adversely impact our ability to continue to operate our business and cause our business, results of operations and financial condition to suffer and the market price of our Class A Common Stock to decline.

Our business and operations experienced significant volatility, which strained our resources, and the Reorganization may further limit our ability to maintain or improve our systems, processes and controls, which could adversely affect our business, results of operations, financial condition and prospects.

The rapid historical growth and expansion of our business, followed by the significant decline in both our revenue and units under management, has placed a continuous and significant strain on our management, operational, financial and other resources. As part of the Reorganization, we have reduced and realigned our central corporate teams, which may limit our ability to maintain or continue to improve and expand our information technology and financial infrastructure, our security and compliance requirements, our operating and administrative systems, our customer service and support capabilities, our relationships with various distribution partners and other third parties, and our ability to manage operations, headcount and processes.

We may not be able to sustain the pace of improvements to our platform and services, or successfully develop and introduce new offerings or implement systems, processes, and controls in an efficient or timely manner or in a manner that does not negatively affect our results of operations. Our failure to maintain and improve our systems, processes, and controls, or their failure to operate in the intended manner, may result in our inability to manage our business and to forecast our revenue, expenses, and net loss accurately, or to prevent losses.

In addition, we may find it difficult to maintain our corporate culture while managing our workforce. Any failure to manage our workforce or organizational changes and resulting employee concerns in a manner that preserves our culture could result in unwanted employee attrition and negatively impact future growth and achievement of our business objectives. Additionally, our productivity and the quality of our offerings may be adversely affected if we do not integrate and train our new employees quickly and effectively. Failure to manage our workforce effectively could result in increased costs, negatively affect

homeowner and guest satisfaction and adversely affect our business, results of operations, financial condition and growth prospects.

Our revenue has decreased and may continue to decrease in the future. Our revenue volatility also makes it difficult to evaluate our current business and future prospects and may increase the risk that we will not be successful.

Our revenue has decreased and may continue to decrease in the future. Our total revenue for the year ended December 31, 2024 and 2023 was $910.5 million and $1,118.0 million, respectively, representing a decrease in revenue of 19%. Our ability to avoid further declines in our revenue depends on maintaining our existing homes on our platform, the growth of supply of new homes for our platform and demand for vacation rentals on our and our distribution partners platforms. Our business is also affected by general economic and business conditions worldwide, including declines in consumer sentiment, continued inflation, and reductions in consumer discretionary spending, as well as trends in the global travel and hospitality industries, all of which can adversely impact our growth. In addition, we believe that our ability to prevent further declines in revenue and return to revenue growth depends upon a number of additional factors, including other risks described elsewhere in this Annual Report.

A softening of demand for our offerings or our accommodations category, whether caused by events outside of our control, such as a pandemic, epidemic or outbreak of infectious disease, changes in homeowner and guest preferences, any of the other factors described elsewhere in this Annual Report or otherwise, may impair our ability to maintain or grow our revenue. If our revenue continues to decline, or our growth rates do not meet expectations, we may not achieve profitability, and our business, results of operations, and financial condition could be materially adversely affected.

In addition, the volatility of our revenue has made and may continue to make it difficult to evaluate our current business and future prospects. Our ability to forecast our future results of operations is subject to a number of uncertainties, including our ability to effectively plan for and model future growth or decline. If we are not able to accurately forecast future growth or decline, our business would be adversely affected. Moreover, if the assumptions that we use to plan our business are incorrect or change in reaction to changes in our industry and the markets in which we operate, or if we are unable to maintain consistent revenue or revenue growth, the market price of our Class A Common Stock may continue to be volatile, and it may be difficult to achieve and maintain profitability.

The business and industry in which we participate are highly competitive, and we may be unable to compete successfully with our current or future competitors.

We operate in a highly competitive environment and face significant competition in attracting and retaining homeowners and guests.

Homeowners primarily choose between self-managing their homes or using a local vacation rental management business to list and care for their homes and in some cases adopt a hybrid approach using a third-party provider to help with guest demand generation, pricing, booking and support, while the owner takes care of the home. Homeowners who self-manage are able to list on third-party sites such as Airbnb, Booking.com, Evolve, and Vrbo and may choose to leverage additional third-party software tools to handle aspects of the process, such as pricing or scheduling, or homeowners may fully self-manage. We compete for homeowners based on many factors, including the volume and pricing of bookings generated by guests on our platform and those of our distribution partners; ease of onboarding onto our platform; the service fees and commissions we charge; the quality of our service offerings; the owner protections we offer, such as our accommodation protection programs; our cancellation policies; and the strength of our brand. We also compete to retain homeowners who are currently using our platform, as homeowners can choose to discontinue their contractual arrangements with us at any time.

We also compete to attract guests to our platform. Guests have a wide range of options for finding and booking accommodations, and as such, we compete with other forms of accommodations including hotels, other vacation rental companies, and serviced apartment providers, both online and offline. We also compete for traffic and demand generation through our direct booking channel, with Airbnb, Booking.com, Vrbo, regional booking sites, and online travel agencies, and, to a lesser degree, urban and corporate travel rental sites, vacation clubs, timeshares, and niche programs such as fractional ownership programs. We compete for guests based on many factors, including the uniqueness, quality, safety and cleanliness of our homes and the availability of homes; the value and all-in cost of our offerings relative to other options; our brand; and the ease of use of our platform.

As a publicly traded company, we are required to make certain public disclosures about our business, strategy, and financial results that other property managers are not required to make, and which may provide them with insights into our industry, our business and our strategy that would not otherwise be available to them. This may, in turn, allow them to compete more effectively against us for homeowners. Additionally, such disclosures may result in negative perceptions among homeowners

regarding our business and financial condition, which may make it more difficult for us to retain homeowners than for our competitors who are not required to make similar disclosures.

Some of our competitors are adopting aspects of our business model, while others, such as local property managers, are increasingly using third-party vacation rental software for aspects of their business, including pricing, booking, housekeeping and maintenance, all of which could affect our ability to differentiate our offerings from theirs. Increased competition could reduce demand for our platform from homeowners and guests, slow our growth, and materially adversely affect our business, results of operations, and financial condition.

Many of our current and potential competitors are larger and have greater financial, technical and other resources that provide substantial competitive advantages, such as greater brand name recognition, longer operating histories, larger marketing budgets and established marketing relationships, and significantly greater resources for the development of their offerings. In addition, many of our current and potential competitors have access to larger user bases and/or inventory for accommodations, and may provide multiple travel products, including flights. As a result, our competitors may be able to provide consumers with a better or more complete product experience and respond more quickly and effectively than we can to new or changing opportunities, technologies, standards, or homeowner and guest requirements or preferences. The global travel industry has also experienced significant consolidation, and we expect this trend may continue as companies attempt to strengthen or hold their market positions in a highly competitive industry. Consolidation amongst our competitors will give them increased scale and may enhance their capacity, abilities, and resources, and lower their cost structures. In addition, emerging start-ups may be able to innovate and focus on developing a new product or service faster than we can or may foresee consumer need for new offerings or technologies before us.

Some of our competitors and potential competitors have more established or varied relationships with consumers than we do, and they could use these advantages in ways that could affect our competitive position, including by entering the travel and accommodations businesses. For example, some competitors and potential competitors are creating “super-apps” where consumers can use many online services without leaving that company’s app. If any of these platforms are successful in offering services to consumers that are similar to ours, or if we are unable to offer our services to consumers within these super-apps, our customer acquisition efforts could be less effective and our customer acquisition costs, including our brand and performance marketing expenses, could increase, any of which could materially adversely affect our business, results of operations, and financial condition.

We also face increasing competition from search engines, including Google. The way Google presents travel search results, and its promotion of its own travel meta-search services, such as Google Travel and Google Vacation Rental Ads, or similar actions from other search engines, and their practices concerning search rankings, could decrease our search traffic, increase traffic acquisition costs, and/or disintermediate our platform. These parties can also offer their own comprehensive travel planning and booking tools, or refer leads directly to suppliers, other favored partners, or themselves, which could also disintermediate our platform. In addition, if Google or Apple use their own mobile operating systems or app distribution channels to favor their own or other preferred travel service offerings, or impose policies that effectively disallow us to continue our full product offerings in those channels, it could materially adversely affect our ability to engage with homeowners and guests who access our platform via mobile apps or search, which would negatively impact our business, results of operations and financial condition.

If we are unable to maintain our market share, attract new vacation rental homeowners to our platform and maintain relationships with existing vacation rental homeowners, or if homeowners reduce the availability of their homes on our platform, our business, results of operations, and financial condition would be materially adversely affected.

Our business depends on our ability to maintain our market share, attract new vacation rental homeowners to our platform, and maintain relationships with our existing homeowner base, and on homeowners allowing us to make their homes available for rent through our service. If our sales personnel are unable to accurately identify and convert a sufficient number of prospective homeowners, if they fail to accurately predict the rental revenue of these homeowners’ properties on our platform, or if our sales and marketing efforts are otherwise unsuccessful, our revenue and growth prospects could be materially and adversely affected. Such risks may be exacerbated as a result of the Reorganization. Our Company and the broader vacation rental industry have seen elevated levels of homeowners changing property managers or moving to self-management in recent periods. We have also recently seen an increase in the supply of rental units available, in a number of markets, which has reduced and could continue to reduce demand for the units we manage, and put pressure on our revenue per available night. The number of homes we manage on our platform decreased by approximately 12% during the year ended December 31, 2024, compared to 2023. If we do not maintain existing homeowners and the availability of their homes on our platform, and maintain or increase our market share, our revenue and growth prospects could be materially and adversely affected. Homeowners can also limit the number of nights available through our services, and these practices are outside of our direct control. If homeowners do not establish or maintain availability of their vacation rentals, or if the number of Nights Sold

declines for a particular period, then our revenue would decline and our business, results of operations, and financial condition would be materially adversely affected.

In addition, homeowners may, at any time, elect to terminate their contractual arrangements with us, if we cannot attract prospective guests to our platform, generate sufficient guest bookings and create attractive returns to homeowners. If we are unable to retain or add homeowners, we may be unable to offer a sufficient supply of properties to attract guests to our platform. If we are unable to attract and retain individual homeowners in a cost-effective manner, or at all, our business, results of operations, and financial condition and cash flows would be materially adversely affected. The Reorganization may also impact service levels or perceived service levels, from local and/or corporate functions, which may further impact our ability to attract and retain homeowners.

We also work with certain homeowner associations to manage their association activities, and we often manage vacation rental properties for homeowners within these associations. If our fee structure and payment terms are not as competitive as those of our competitors, these homeowner associations may choose to end their business relationships with us, thereby reducing the number of homeowners using our platform and vacation rentals listed with our service.

A number of other factors affecting homeowners could cause homeowner attrition, including: changes to, or the enforcement or threatened enforcement of, laws and regulations, including short-term occupancy and tax laws; homeowners', condominium and neighborhood associations adopting and enforcing governing documents or contracts that prohibit or restrict short-term rental activities; regulations that purport to ban or otherwise restrict short-term rentals; homeowners opting for long-term rentals of their properties outside of our service; perceptions of the value or quality of our services; economic, social, and political factors; perceptions of trust and safety on and off our platform and within our homes; or negative experiences with guests, including guests who damage homeowner property, hold unauthorized parties, or engage in violent and unlawful acts, or the occurrence of a pandemic, epidemic or outbreak of infectious disease. Our business, results of operations, and financial condition could be materially adversely affected if our homeowners are unable or unwilling to allow us to list and manage their properties.

We believe that our accommodation protection program, provided via a third-party insurer, is integral to retaining and acquiring homeowners. Our homeowner protection program offers specified vacation rental liability and damage protection to homeowners. If this program were to become unavailable for any reason, including if the third-party insurance provider ceases to provide coverage, or if the cost of the program rises significantly, then the number of homeowners who list with us may decline.

If we are unable to attract new guests or retain existing guests, our business, results of operations, and financial condition would be materially adversely affected.

Our success depends significantly on existing and new guests continuing to book homeowners' vacation rentals through the Vacasa platform or those of our distribution partners. Our ability to attract and retain guests could be materially adversely affected by a number of factors, including, among others:

- homes failing to meet guests' expectations;
- increased competition and use of our competitors' platforms and services;
- our failure to provide differentiated, high-quality, and an adequate supply of homes at competitive prices;
- guests not receiving timely or adequate customer support from us;
- declines or inefficiencies in our marketing efforts;
- negative associations with, or reduced awareness of, our brand;
- issues with our distribution partners or their platforms;
- negative perceptions of the trust and safety on our platform or in our homeowners' homes;
- macroeconomic and other conditions outside of our control affecting travel and hospitality industries generally, including inflation and elevated interest rates;
- the occurrence of events beyond our control, such as a pandemic, epidemic or outbreak of infectious disease, increased or continuing restrictions on travel and immigration, trade disputes, economic downturns or recession, significant labor shortages, political, civil or social unrest, and the impact of climate change on travel (including fires, floods, severe weather and other natural disasters) and seasonal destinations; and
- other risks described elsewhere in this Annual Report.

In addition, for guests who book directly with us, if our platform is not easy to navigate, guests have an unsatisfactory experience on our platform, the listings and other content provided on our platform are not displayed effectively to guests, we fail to make our brand known to guests during their rental experience or we fail to provide a rental experience in a manner that meets rapidly changing demand, each of which may be exacerbated as a result of the Reorganization, then we could fail to

convert first-time guests into repeat customers, which would materially adversely affect our business, results of operations, and financial condition.

Our customer support function is critical to the success of our platform, and any failure to provide high-quality service could affect our ability to retain our existing homeowners and guests and attract new ones.

Our ability to provide high-quality support to our homeowners and guests is important for the growth of our business and any failure to maintain such standards of customer support, or any perception that we do not provide high-quality service, could adversely affect our ability to retain and attract homeowners and guests. Meeting the customer support expectations of our homeowners and guests requires a substantial customer support team and significant investment in staffing, technology, including automation and machine learning to improve efficiency, infrastructure, policies, and customer support tools. The failure to develop or invest in the appropriate technology, infrastructure, policies, and customer support tools, or to manage or properly train our local operations or customer support teams, could compromise our ability to resolve questions and complaints quickly and effectively. Growth in the number of homeowners and guests using our platform will put additional pressure on our customer support and on our technology organizations. Our service is staffed based on our business forecasts. Any inaccuracy in those forecasts could lead to staffing gaps that could impact the quality of our service. We have in the past experienced and may in the future experience substantial delays or other issues in responding to requests for customer support, which may reduce our ability to effectively retain homeowners and guests. Conversely, overestimates in staffing needs could lead to excess staffing and associated expense that may adversely affect our results of operations.

We also help to mediate disputes between homeowners and guests. We rely on information provided by homeowners and guests and are at times limited in our ability to provide adequate support or help homeowners and guests resolve disputes due to our lack of information or control. To the extent that homeowners and guests are not satisfied with the quality or timeliness of our customer support, we may not be able to retain homeowners or guests, and our reputation as well as our business, results of operations, and financial condition could be materially adversely affected.

When a homeowner or guest has a poor experience on our platform or with our service, we may issue refunds or future stay credits, or make other payments, such as in respect of lost or damaged property, all of which reduce our revenue. A robust customer support effort is costly, and we expect such costs to continue to rise in the future. If we incur such increases in costs without a corresponding increase in revenue, this could materially adversely affect our business, results of operations, and financial condition.

Bookings through our distribution partners account for a significant portion of our revenue, and if we are unable to maintain our relationships with them or develop and maintain successful relationships with additional distribution partners, our business, results of operations, and financial condition would be materially and adversely affected. These relationships also subject us to certain risks.

The growth of our business depends, in part, on our ability to maintain our relationships with our existing distribution partners and to identify, develop, and maintain strategic relationships with additional distribution partners, particularly as we continue to grow our brand recognition and our own booking platform. For each of the years ended December 31, 2024, 2023 and 2022, we generated approximately 70% of our GBV through our distribution partners. The impairment or termination of any of these relationships, the failure of our distribution partners to effectively market our listings and provide satisfactory user experiences, or service disruptions, outages, and other technical performance problems experienced by our distribution partners or on their platforms could materially and adversely affect our business, results of operations and financial condition. Our agreements with our existing distribution partners are non-exclusive, meaning our distribution partners can and do provide guests looking for vacation rentals with access to listings other than ours. Our distribution partners are not required to continue to market our listings, and may take actions that promote their or other third-party listings above ours. Additionally, our relationships with, or presentation of our units by our distribution partners may be adversely affected due to negative perceptions of our business or financial condition, or of the homes we manage. In addition, certain of these companies are now, or may in the future become, competitors of ours. While we view our distribution partners more as partners than competitors and believe our relationships with these parties are mutually beneficial, we cannot guarantee that our distribution partners will continue to share this view. If our distribution partners view us as competitive, they could limit our access to their platforms, allow access only at an unsustainable cost, or make changes to their platforms that make our listings less desirable to users or harder to access.

In addition, bookings through Airbnb, Booking.com, and Vrbo account for a significant portion of our GBV. For each of the years ended December 31, 2024, 2023 and 2022, GBV generated through Airbnb, Booking.com, and Vrbo together accounted for approximately 90% of the GBV generated through all of our distribution partners. The loss of any one or more of these key

distribution partners, or a material reduction in the number of stays booked through their platforms, would adversely affect our business, financial condition and results of operations.

Additionally, we have experienced, and may continue to experience, longer payment cycles in collecting accounts receivable from certain customers. If we are unable to timely collect significant accounts receivable from our customers, our cash flow and business could be adversely affected.

Our efforts to create new offerings and initiatives are costly, and if such offerings and initiatives are unsuccessful, we may fail to grow, and our business, results of operations, and financial condition would be materially adversely affected.

We invest in developing new offerings and initiatives that we expect will differentiate us from our competitors and help grow our business. Developing and deploying new offerings and initiatives is challenging and increases our expenses and our organizational complexity, and they may not deliver the benefits we expect.

Our new offerings and initiatives have a high degree of risk, as they may involve significant investment and upfront costs. For example, we have invested, and expect to continue investing, in the deployment of smart home technology across our portfolio. There can be no assurance that homeowner demand for such technology or other offerings and initiatives we may develop will exist or sustain at the levels that we anticipate, that we will be able to successfully manage the delivery of such offerings and initiatives, or that any of these offerings or initiatives will generate sufficient revenue to offset associated expenses or liabilities. It is also possible that offerings developed by others will render our offerings and initiatives noncompetitive or obsolete. Further, these efforts will divert capital and other resources from our more established offerings and geographic regions, may result in increased legal and regulatory compliance expenses, and could distract management from our core business operations. Even if we are successful in developing new offerings and initiatives, regulatory authorities may implement new rules, taxes, or restrictions or more aggressively enforce existing rules, taxes, or restrictions that could increase our expenses or otherwise prevent us from successfully commercializing these initiatives. If we do not realize the expected benefits of these investments, we may fail to grow, and our business, results of operations, and financial condition would be materially adversely affected.

We rely on traffic to our platform to grow revenue, and if we are unable to drive traffic cost-effectively to our platform, it would materially adversely affect our business, results of operations, and financial condition.

We believe that awareness of our brand among potential homeowners and guests is an important aspect of our efforts to increase traffic on our platform and grow our revenue. Following the Reorganization, we have reduced our investment in centrally-driven sales and marketing activities, in favor of allowing local operations teams to drive more sales and marketing in their respective markets. Our changes to our marketing efforts may not be cost-effective or successful. If our competitors spend more on marketing efforts or are more effective in such efforts, we may not be able to maintain or grow traffic to our platform. Accordingly, our brand awareness and traffic on our platform may suffer and our revenue may be adversely impacted. Additionally, changes to our channel mix, as a result of our marketing efforts or otherwise, may impact the percentage of GBV generated by our distribution partners, as compared to the percentage generated directly through our platform, which could make our short- term cash flows more volatile and negatively impact our cash position and overall financial condition.

A critical factor in attracting homeowners and guests to our platform is how prominently listings are displayed in response to search queries for key search terms. The success of vacation rentals and the alternative accommodation industry has led to increased costs for relevant keywords as our competitors competitively bid on our keywords. We may not be successful in our efforts to maintain or grow traffic to our platform cost-effectively. If we need to increase our performance marketing spend in the future, including in response to increased spend on performance marketing from our competitors, our business, results of operations, and financial condition could be materially adversely affected.

Digital performance marketing is increasingly subject to strict regulation, and regulatory or legislative changes could adversely impact the effectiveness of our performance marketing efforts and, as a result, our business. Many states and countries have adopted, or are adopting, regulations governing the use of cookies and similar technologies, and individuals may be required to “opt-in” to the placement of web browser cookies used for purposes of marketing. For example, to the extent we send direct electronic marketing communications to EU/UK residents and/or place cookies on their electronic devices, we may be subject to evolving EU privacy laws on cookies and e-marketing. If we are required to change our marketing practices as a result, this could lead to substantial costs, require significant systems changes, limit the effectiveness of our marketing activities, divert the attention of our technology personnel, adversely affect our margins, increase costs, and subject us to additional liabilities.

Widespread adoption of such regulations could adversely affect our ability to market effectively to current and prospective homeowners and guests, and thus materially adversely affect our business, results of operations, and financial condition.

We focus on search engine optimization ("SEO") on unpaid channels to drive traffic to our platform. SEO involves developing our platform in a way that enables a search engine to rank our platform prominently for search queries for which our platform's content may be relevant. Changes to search engine algorithms or similar actions are not within our control, and could adversely affect our search-engine rankings and traffic to our platform. To the extent that our brand and platform are listed less prominently or fail to appear in search results for any reason, we would need to increase our paid marketing spend, which would increase our overall customer acquisition costs and materially adversely affect our business, results of operations, and financial condition. If Google or Apple uses its own mobile operating systems or app distribution channels to favor its own or other preferred travel service offerings, or impose policies that effectively disallow us to continue our full product offerings in those channels, there could be an adverse effect on our ability to engage with homeowners and guests who access our platform via mobile apps or search.

Moreover, as guests increase their booking search activity across multiple travel sites or compare offerings across sites, our marketing efficiency and effectiveness is adversely impacted, which could cause us to increase our sales and marketing expenditures in the future, which may not be offset by additional revenue, and could materially adversely affect our business, results of operations, and financial condition. In addition, any negative publicity or public complaints, including those that impede our ability to maintain positive brand awareness through our marketing and consumer communications efforts, could harm our reputation and lead to fewer homeowners and guests using our platform, and attempts to replace this traffic through other channels will require us to increase our sales and marketing expenditures.

Maintaining and enhancing our brand and reputation is critical to our future growth, and negative publicity could damage our brand and thereby harm our ability to compete effectively, and could materially adversely affect our business, results of operations, and financial condition.

Maintaining and enhancing our brand and reputation is critical to our ability to attract homeowners, guests, and employees, compete effectively, maintain relationships with our distribution partners, preserve and deepen the engagement of our existing homeowners, guests, and employees, maintain and improve our standing in the communities where our homeowners operate (including our standing with community leaders and regulatory bodies), and mitigate legislative or regulatory scrutiny, litigation, and government investigations. As our brand awareness grows, we depend more heavily on the perceptions of homeowners and guests who use our platform and our services to help make word-of-mouth recommendations.

Any incident, whether actual or rumored, involving the safety or security of vacation rental homes, homeowners, guests, or other members of the public, fraudulent transactions, or incidents that are mistakenly attributed to Vacasa, and any resulting media coverage, could create a negative public perception of our platform, which would adversely impact our ability to attract homeowners and guests. In addition, when homeowners cancel reservations or if we fail to provide timely refunds to guests in connection with cancellations, guest perception of the value of our platform is adversely impacted and may cause guests to not use our platform in the future. The impact of these issues may be more pronounced if we are seen to have failed to provide prompt and appropriate customer support or if our platform policies are perceived to be too permissive or restrictive, or as providing homeowners and/or guests with unsatisfactory resolutions, each of which may be exacerbated as a result of the Restructuring. We have been the subject of media reports, social media posts, blog posts, and content in other forums that contain allegations about our business or activity on our platform that create negative publicity. As a result of these complaints and negative publicity, some homeowners have refrained from, and may in the future refrain from, listing with us, and some guests have refrained from, and may in the future refrain from, using our platform, which could materially adversely affect our business, results of operations, and financial condition.

Our brand and reputation could be also harmed if we fail to act responsibly or are perceived as not acting responsibly, or if we fail to comply with regulatory requirements, in a number of areas, such as safety and security, data security, privacy practices, provision of information about users and activities on our platform, sustainability, human rights, inclusion, non-discrimination, and support for employees and local communities. Media, legislative, or government scrutiny around our Company, including the perceived impact on affordable housing and over-tourism, neighborhood nuisance, privacy practices, provision of information as requested by certain governments or agencies thereof, content on our platform, business practices and strategic plans, impact of travel on the environment, public health policies that may cause geopolitical backlash, our business partners, and our practices relating to our platform, offerings, employees, competition, litigation, and response to regulatory activity, could adversely affect our brand and our reputation with our homeowners, guests, and communities. The views of stakeholders, including policymakers, continue to evolve, and stakeholders have increasingly had divergent expectations on various matters, which increases the risk that any action, or lack thereof, with respect to such matters will be negatively perceived by at least some stakeholders and adversely impact our reputation and business. Social media compounds the potential scope of the negative publicity that could be generated and the speed with which such negative publicity may spread.

Any resulting damage to our brand or reputation could materially adversely affect our business, results of operations, and financial condition.

We rely on our homeowners and guests to provide trustworthy reviews and ratings that our homeowners or guests may rely upon to help decide whether or not to book a particular listing or accept a particular booking. We, and our distribution partners, also use these reviews and ratings to uphold quality standards. Our homeowners and guests may be less likely to rely on reviews and ratings if they believe that our review system does not generate trustworthy, reliable reviews and ratings. We have procedures in place to combat fraud or abuse of our review system, but we cannot guarantee that these procedures are, or will be, effective.

If potential homeowners or guests disregard these reviews and ratings, our systems that use reviews and ratings to enforce quality standards would be less effective, which could reduce trust within our customer-base and damage our brand and reputation, and could materially adversely affect our business, results of operations, and financial condition.

Owner, guest, or third-party actions that are criminal, violent, inappropriate, dangerous, or fraudulent, may undermine the safety or the perception of safety of our services, affect our ability to attract and retain homeowners and guests, and materially adversely affect our reputation, business, results of operations, and financial condition.

Fraudulent, criminal or other undesirable activity could occur in connection with the use of our services, as we do not have complete control over, nor the ability to predict, the actions of our users and other third parties, such as neighbors or invitees, either during the guest's stay, or otherwise, and therefore, we cannot guarantee the safety of our employees, homeowners, guests, and third parties. The actions of homeowners, guests, and other third parties have resulted, and can result in fatalities, injuries, other bodily harm, fraud, invasion of privacy, property damage, discrimination, guest overstays, and brand and reputational damage, which have created, and could continue to create potential legal or other liabilities for us. We do not verify the identity of all of our homeowners and guests nor do we verify or screen third parties who may be present during a reservation made through our platform. Our identity verification processes rely on, among other things, information provided by homeowners and guests, and our ability to validate that information and the effectiveness of third-party service providers that support our verification processes may be limited.

Certain verification processes may be less reliable than others. These processes are also currently minimal and subject to limitations, including laws and regulations that prohibit or limit our ability to conduct effective background checks in some jurisdictions, the unavailability of information, and the inability of our systems to detect all suspicious activity. There can be no assurances that the measures we take will significantly reduce criminal or fraudulent activity on our platform or in the homes we manage.

In addition, we may not adequately police the safety, suitability, location, quality, availability of recreational items or other amenities, compliance with our policies or standards, and legal compliance, such as fire code compliance or the presence of carbon monoxide detectors, of all our homeowners' properties. Our local home care staff, including maintenance and housekeeping teams, is required to do periodic compliance checks, but we cannot ensure that these compliance checks are consistently performed. We have created policies and standards to respond to issues reported with properties, but some vacation rentals may pose heightened safety risks to individual guests because those issues have not been reported to us, because our local operations team has not taken the requisite action based on our policies, or because guests or third parties disregard safety measures. We rely, in part, on reports of issues from homeowners, guests and employees to investigate and enforce many of our policies and standards. In addition, our policies may not contemplate certain safety risks posed by rental homes or individual homeowners or guests or may not sufficiently address those risks. For example, we have been in the past, and may be in the future, subject to legal claims and potential liability relating to injuries or other damages sustained in connection with guests' use of recreational items and other amenities on our homeowners' properties. Though we typically seek to obtain waivers from liabilities associated with guest use of these items, homeowners do not always inform us that such items are present on their properties and, in any event, we cannot guarantee that any waiver we are able to obtain will be found to be enforceable.

We have also faced civil litigation, regulatory investigations, and inquiries involving allegations of, among other things, unsafe or unsuitable rental homes, guest overstays, discriminatory policies, data processing, practices or behavior on and off our platform or by homeowners, guests, and third parties, general misrepresentations regarding the safety or accuracy of offerings on our platform, and other homeowner, guest, or third-party actions that are criminal, violent, inappropriate, dangerous, or fraudulent. Our policies, tools, and procedures to protect homeowners, guests, and the communities in which our homeowners operate may not be successful. Similarly, listings that are inaccurate, of a lower than expected quality, or that do not comply

with our policies may harm guests and public perception of the quality and safety of rental homes on our platform and materially adversely affect our reputation, business, results of operations, and financial condition.

If homeowners, guests, or third parties engage in criminal activity, or misconduct, including fraudulent, negligent, or inappropriate conduct or use our platform as a conduit for criminal activity, consumers may not consider our platform and the listings on our platform safe, and we may receive negative media coverage, or be subject to involvement in a government investigation concerning such activity, which could adversely impact our brand and reputation, and lower the adoption rate of our platform. For example:

- there have been shootings and other criminal or violent acts on properties booked on our platform, including as a result of unsanctioned house parties;
- there have been undisclosed hidden cameras and claims of invasion of privacy at properties; and
- there have been incidents of homeowners and guests engaging in criminal, fraudulent, or unsafe behavior and other misconduct while using our platform.

The methods used by perpetrators of fraud and other misconduct are complex and constantly evolving, and our trust and security measures have been, and may currently or in the future be, insufficient to detect and help prevent all fraudulent activity and other misconduct. For example, there have been incidents where guests have caused substantial property damage to listings or misrepresented the purpose of their stay and used listings for unauthorized or inappropriate conduct including parties, drug-related activities, or to perpetrate criminal activities.

In addition, certain regions where we operate have higher rates of violent crime or more relaxed safety standards, which can lead to more safety and security incidents, and may adversely impact the adoption of our platform and services in those regions and elsewhere.

If criminal, inappropriate, fraudulent, or other negative incidents continue to occur due to the conduct of homeowners, guests, or third parties, our ability to attract and retain homeowners and guests would be harmed, and our business, results of operations, and financial condition would be materially adversely affected. Such incidents have prompted, and may in the future prompt, stricter regulations or regulatory inquiries into our platform, policies and business practices. Further, claims have been asserted against us from our homeowners, guests, and third parties for compensation due to accidents, injuries, assaults, theft, property damage, privacy and security issues, guest overstays, and other incidents that are caused by other homeowners, guests, or third parties while using homes booked on our platform. These claims subject us to potentially significant liability, increase our operating costs, and could materially adversely affect our business, results of operations, and financial condition. We have obtained third-party insurance, which is subject to certain conditions and exclusions, for claims and losses incurred based on incidents related to bookings on our platform. Even where we do have third-party insurance, such insurance may be inadequate to fully cover alleged claims of liability, investigation costs, defense costs, and/or payouts. Even if these claims do not result in liability, we could incur significant time and cost investigating and defending against them. If the quantity or severity of incidents increases, our insurance rates and our financial exposure will grow, which would materially adversely affect our business, results of operations, and financial condition.

We are subject to payment-related fraud, and an increase in or failure to deal effectively with fraud, fraudulent activities, fictitious transactions, or illegal transactions would materially adversely affect our business, results of operations, and financial condition.

We process a significant volume and dollar value of transactions on a daily basis. We have incurred and will continue to incur losses from claims by homeowners, fraudulent bookings and fraudulent refund requests, and these losses may be substantial. Such instances have and can lead to the reversal of payments received by us for such bookings, referred to as a "chargeback." For the years ended December 31, 2024, 2023, and 2022, total chargeback expense was $2.7 million, $4.7 million, and $5.1 million, respectively. Our ability to detect and combat fraud, which has become increasingly common and sophisticated, could be adversely impacted by the adoption of new payment methods, the emergence and innovation of new technology platforms, including mobile and other devices, and our growth in certain regions, including in regions with a history of elevated fraudulent activity. We expect that technically knowledgeable criminals will continue to attempt to circumvent our anti-fraud systems. In addition, the payment card networks have rules around acceptable chargeback ratios. If we are unable to effectively identify fraudulent bookings on our platform, combat the use of fraudulent credit cards, or otherwise maintain or lower our current levels of chargebacks, we may be subject to fines and higher transaction fees or processors holding significant reserves against us, be required to post collateral or be unable to continue to accept card payments because payment card networks have

revoked our access to their networks, any of which would materially adversely impact our business, results of operations, and financial condition.

Measures that we are taking to improve the trust and safety of our platform may cause us to incur significant expenditures and may not be successful.

Some of the measures that we are taking to improve the trust and safety of our platform increase friction on our platform by increasing the number of steps required to list or book, which reduces homeowner and guest activity on our platform, and could materially adversely affect our business, results of operations, and financial condition. Implementing these trust and safety initiatives, which include, among other things, limited verification of homeowners and listings, restrictions on "party" houses, manual screening of high-risk reservations, restrictions on certain types of bookings, and providing rental home neighbors with the contact information for our local staff, or other initiatives, has caused and will continue to cause us to incur significant ongoing expenses and may result in fewer listings and bookings or reduced homeowner and guest retention, which could materially adversely affect our business, results of operations, and financial condition. There can be no assurances that our measures to improve the trust and safety of our platform will significantly reduce criminal or fraudulent activity on or off our platform, or be sufficient to protect our reputation in the event of such activity.

If we are unable to manage the risks presented by our international operations, our business, results of operations, and financial condition would be materially adversely affected.

Currently, we provide vacation rental management services in the United States, Belize, Canada, Costa Rica, and Mexico. We also have finance, design and technology activities in Chile and the Czech Republic, and, until July 2024, in New Zealand. As of December 31, 2024, we had approximately 377 employees outside the United States.

Managing an international organization is difficult, time-consuming, and expensive, and requires significant management attention. In addition, conducting international operations subjects us to risks, which include:

- operational and compliance challenges caused by distance, and language, regulatory and cultural differences;
- the cost and resources required to localize our platform and services, including translation of our platform into foreign languages and adaptation of our platform and services for local practices and regulatory requirements;
- differing, more restrictive and conflicting laws and regulations, including those governing Internet activities, short-term and long-term rentals, tourism, taxes, licensing, payments processing, messaging, marketing activities, registration and/or verification of guests, ownership and protection of intellectual property, content, data collection and privacy, security, data localization, data transfer and government access to personal information, and the lack of familiarity and the burden of complying with them;
- uncertainty in the enforceability of legal rights, and uneven application of laws and regulations to businesses, in particular to U.S. companies;
- competition with companies that understand local markets better than we do, or that have a local presence and pre-existing relationships with potential homeowners and guests in those markets;
- differing levels of social acceptance of our brand and offerings;
- legal uncertainty regarding our liability for the listings, services, and content provided by homeowners, guests, and other third parties and uncertain resolutions of litigation or regulatory inquiries;
- variations in, and increased operational complexity around, payment activity between us, homeowners and guests, and inability to offer local payment forms like cash or country-specific digital forms of payment;
- potentially adverse tax consequences, including resulting from the complexities of foreign corporate income tax systems, value added tax ("VAT") regimes, tax withholding rules, lodging taxes, and other indirect taxes, tax collection or remittance obligations, and restrictions on the repatriation of earnings;
- difficulties in managing and staffing international operations, including due to differences in legal and regulatory requirements, and collective bargaining processes;
- fluctuations in currency exchange rates relative to the U.S. dollar;
- regulations governing the control of local currencies and their impact on our ability to collect and remit funds to homeowners in those currencies or to repatriate cash into the United States;
- oversight by foreign government agencies whose approach to privacy or human rights may be inconsistent with those taken in other countries;
- increased financial accounting and reporting burdens, and complexities and difficulties in implementing and maintaining adequate internal controls in an international operating environment;
- political, social, and economic instability abroad, terrorist attacks, and security concerns in general; and
- operating in countries that are more prone to crime, have lower safety standards, or have higher risk of corruption.

Any further international expansion of our business could exacerbate these risks and may not be successful. Increased operating expenses, decreased revenue, negative publicity, negative reaction from our homeowners and guests and other

stakeholders, or other adverse impacts from any of the above factors or other risks related to our international operations, could materially adversely affect our brand, reputation, business, results of operations, financial condition, and growth prospects.

Our growth strategy has included and may in the future include strategic acquisitions and dispositions. We may not be able to consummate future acquisitions or successfully integrate past or future acquisitions.

A significant portion of our historical growth has been due to acquisitions of strategic businesses. We may make strategic acquisitions in the future to enhance our market position and broaden our product offerings. Our ability to successfully effectuate acquisitions in the future subject to a variety of risks, including:

- our ability to identify acceptable acquisition candidates;
- the impact of increased competition for acquisitions, which may increase acquisition costs, affect our ability to consummate acquisitions on favorable terms, and result in us assuming a greater portion of the seller's liabilities;
- successfully integrating acquired businesses, including integrating the management, technological and operational processes, procedures and controls of the acquired businesses with those of our existing operations;
- adequate financing for acquisitions being available on terms acceptable to us;
- unexpected losses of key employees, customers and suppliers of acquired businesses;
- mitigating assumed, contingent and unknown liabilities, including ongoing lawsuits or liabilities that could subject us to lawsuits;
- acquiring goodwill and other non-amortizable intangible assets that will be subject to impairment testing and potential impairment charges;
- the impact of amortization expense related to certain intangible assets, which would increase our expenses and working capital; and
- challenges in managing the increased scope, geographic diversity and complexity of our operations.

The process of acquiring and integrating acquired businesses into our existing operations may result in unforeseen operating difficulties and may require additional financial resources and attention from management that would otherwise be available for the ongoing development or expansion of our existing operations. There can be no assurance that pre-acquisition due diligence will have identified all material issues that might arise with respect to any acquired business. Furthermore, even if successfully integrated, the acquired business may not achieve the results we expected or produce expected benefits in the time frame planned. From time to time, we may also divest or wind down portions of our business, both acquired or otherwise, that are no longer strategically important, which could materially affect our cash flows and results of operations. Failure to continue with our acquisition strategy or the successful integration of acquired businesses could have an adverse effect on our business, financial condition, results of operations and cash flows.

Our failure to raise additional capital or generate the significant capital necessary to expand our operations and invest in new offerings could reduce our ability to compete and could adversely affect our business.

We have incurred significant operating losses and generated negative cash flows from operations as we have been investing to support our business, and expect to continue to do so in the future as we execute on our strategic initiatives to return to growth in our business. Our future capital requirements and needs for additional financing will depend on many factors, including, but not limited to, the success of the Reorganization plan, our ability to maintain and grow our revenue, our ability to attract and retain new homeowners and guests that utilize our services, the extent and profitability of any strategic transactions we enter into, the continuing market acceptance of our offerings, the timing and extent of spending to acquire or enhance our technology, the success of our sales and marketing activities, and our cash flows, cash position and liquidity requirements. Our need for additional financing may also be impacted by the seasonality of our business. Our cash and working capital tends to be highest in the second quarter and lowest in the fourth quarter of the year. On May 8, 2024, the Company drew $81.0 million under the Revolving Credit Facility, and on August 7, 2024, we issued $30.0 million of Convertible Notes, to supplement our cash position. We will continue to evaluate our liquidity needs in light of market conditions and expected cash flows. If our working capital reserves are inadequate, we may be required to seek additional financing, and our ability to obtain such financing will depend, among other things, on our development efforts, business plans, operating performance, the restrictions under, and amount of, our existing indebtedness, and the condition of the capital markets at the time. Additional financing may not be available to us on acceptable terms when required, or at all. If we raise additional funds through future issuances of equity or convertible debt securities, such as the Convertible Notes, our existing stockholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences, and privileges superior to those of holders of our Class A Common Stock. In addition, our stockholders may experience additional dilution when stock appreciation rights holders and option holders exercise their rights to purchase our Class A Common Stock under our equity incentive plans, any restricted stock

units or performance stock units we may grant from time to time vest and settle, we issue equity awards to our employees under our equity incentive plans, or we otherwise issue additional equity interests.

If we are unable to raise additional funds when we need them and on terms that are acceptable to us, our ability to continue to develop or enhance our platform, products or services, support and grow our business and operations, respond to business challenges and opportunities, operate our business and execute on our strategy would be significantly limited, and our business, results of operations, and financial condition would be materially adversely affected.

Our business depends on our ability to attract and retain capable management and employees, and we have lost certain key personnel and if we continue to lose any of our key personnel, or if we are unable to attract, retain and motivate a sufficient number of skilled personnel, our business, results of operations, and financial condition could be materially adversely affected, and we may be unable to execute our growth strategy.

Our future success depends in large part on our ability to attract and retain high-quality management and employees. Our CEO, CFO and other members of our senior management team, as well as other employees, may terminate their employment with us at any time. On March 10, 2025, Bruce Schuman notified the Company of his resignation from his role as the Chief Financial Officer and Chief Accounting Officer of the Company, effective March 14, 2025. Losing the services of members of our senior management team could materially harm our business until a suitable replacement is found, and such replacement may not have equal experience and capabilities. In addition, we have not purchased life insurance on any members of our senior management team. Furthermore, given the importance of our key executives to our business, we are also vulnerable to the risk that they may take actions, either within or outside the scope of their duties, that intentionally or unintentionally tarnish our brand and reputation or otherwise adversely affect our business, results of operations, and financial condition. In addition, in 2023 and 2024, we implemented significant reductions in our employee base. Such reductions could negatively impact our ability to attract, retain, and motivate employees.

We cannot guarantee that we will be able to attract and retain the personnel we need. Our business requires highly skilled personnel, including executive-level employees, who are in high demand and are often subject to competing offers. Competition for qualified employees and executive-level employees is intense in our industry. We have experienced the turnover of key employees, including among the senior management team, and may experience employee and management transitions in future. The loss of qualified employees, or an inability to attract, retain, and motivate employees would materially adversely affect our business, results of operations, and financial condition and impair our ability to grow.

To attract and retain key personnel, we use various measures, including both cash and equity incentive programs. As we continue to mature, the incentives to attract, retain, and motivate employees provided by our programs or by future arrangements may not be effective. We have a number of current employees who hold equity in our Company. It may be difficult for us to continue to retain and motivate these employees, and the value of their holdings could affect their decisions about whether or not they continue to work for us. Our ability to attract, retain, and motivate employees may be adversely affected by declines in our stock price. If we issue significant equity to attract employees or to retain our existing employees, we would incur substantial additional equity-based compensation expense and the ownership of our existing stockholders would be further diluted.

We may face increased personnel costs or labor shortages that could slow our growth and adversely affect our business, results of operations, and financial condition.

Personnel costs are a primary component of our operating expenses. If we face labor shortages or increased personnel costs because of increased competition for employees, higher employee turnover rates, increases in the federally-mandated or state-mandated minimum wage, changes in exempt and non-exempt status, or other employee benefits costs (including costs associated with health insurance coverage or workers' compensation insurance), our operating expenses could increase and our growth could be adversely affected.

We have a substantial number of employees who are paid wage rates near, at or based on the applicable federal or state minimum wage, including workers who are paid on a piece-work basis, and any increases in the applicable minimum wage will increase our personnel costs. As federal, state or other applicable minimum wage and overtime rates increase, we may be required to increase not only the wage rates of minimum wage employees, but also the wages and salaries paid to our other employees to remain competitive and attract and retain such employees. It may not be possible to increase prices in order to pass future increased personnel costs on to homeowners and guests, in which case our margins would be negatively affected. Even if we are able to increase prices to cover increased personnel costs, the higher prices could result in lower revenue, which

may also reduce margins. In addition, we face risks related to the costs associated with compliance, or failure to comply with, with varying minimum wage laws.

We may face shortages of skilled labor from time to time in the various markets in which we operate. Furthermore, adequate staffing can be particularly challenging during peak season in certain markets, when we are required to hire a large number of seasonal workers in order to scale our local operations networks. Shortages of skilled labor may make it increasingly difficult and expensive to attract, train and retain the services of a sufficient number of qualified employees, which could adversely affect homeowner and guest satisfaction and impair our ability to attract new homeowners and guests and retain our relationships with our existing homeowners and guests. Furthermore, competition for qualified employees, particularly in markets where such shortages exist, could require us to pay higher wages, which could result in higher personnel costs. Certain Canadian employees of one of our Canadian subsidiaries are under collective bargaining agreements which regulate certain aspects of our employment terms, including compensation, for such individuals. Although none of our U.S. employees are currently covered under collective bargaining agreements, we cannot guarantee that our U.S. employees will not elect to be represented by labor unions in the future. If a significant number of our employees were to become unionized and collective bargaining agreement terms were significantly different from our current compensation arrangements, it could increase our costs and adversely affect our business, financial condition and results of operations.

In addition, we are subject to a number of other federal, state, local, and foreign laws regulating employment and employee working conditions, including employment dispute and employee bargaining processes, collective and representative actions, and other employment compliance requirements. Compliance with these regulations is costly and requires significant resources, and we may suffer losses from, or incur significant costs to defend, claims alleging non-compliance with these regulations. In addition, immigration reform continues to attract significant attention in the public arena and the U.S. Congress. If new immigration legislation is enacted, such laws may contain provisions that could increase our costs in recruiting, training and retaining employees.

Any decline or disruption to the travel and hospitality industries or economic downturn, natural disasters, local and global public health emergencies, geopolitical conflicts, or other catastrophic events or other events outside of our control would materially adversely affect our business, results of operations, and financial condition.

Our financial performance is dependent on the strength of the travel and hospitality industries and macroeconomic conditions. Events beyond our control, such as unusual or extreme weather or natural disasters, such as earthquakes, hurricanes, fires, tsunamis, floods, significant snow storms, other severe weather, droughts, volcanic eruptions, and pandemics or health epidemics, such as the COVID-19 pandemic, restrictions related to travel, trade or immigration policies, wars or regional hostilities (such as the Ukraine-Russia and Israel-Hamas conflicts and any escalations thereof), terrorist attacks, political uncertainty, protests, foreign policy changes, systemic financial system or banking failures, imposition of taxes or surcharges by regulatory authorities, changes in regulations, policies, or conditions related to sustainability, including climate change, work stoppages, labor unrest or travel-related accidents can disrupt travel globally or otherwise result in declines in travel demand. Because these events or concerns, and the full impact of their effects, are largely unpredictable, they can dramatically and suddenly affect travel behavior by consumers, and therefore reduce demand for our platform and services, which would materially adversely affect our business, results of operations, and financial condition. Increasing awareness around the impact of air travel on climate change and the impact of over-tourism may also adversely impact the travel and hospitality industries and demand for our platform and services.

Additionally, these factors could affect our business infrastructure and the rental homes that we manage. To the extent climate change causes changes in weather patterns, our coastal destinations could experience increases in storm intensity and rising sea levels causing damage to our homeowners' properties and result in a reduced number of listings in these areas. Short-term, extreme weather patterns, such as the recent severe hurricanes in North Carolina and Florida, may also make it unsafe or impractical for guests, or employees or contractors providing home care services, to travel to affected locations, which may, in turn, result in homeowners choosing not to rent their properties during certain times and reduce the overall number of nights available. Climate change and other environmental or social pressures may also affect our business by increasing the cost of, or making unavailable, property insurance on terms our homeowners find acceptable in areas most vulnerable to such events, increasing operating costs for our homeowners, including the cost of water or energy, impacting the desirability of areas where we have listings, and requiring our homeowners to expend funds as they seek to repair and protect their properties in connection with such events. As a result of the foregoing and other climate-related issues, our homeowners may decide to remove their listings from our platform. If we are unable to provide vacation rentals for booking in certain areas due to climate change, we may lose both homeowners and guests, which could have a material adverse effect on our business, results of operations, and financial condition.

Our financial performance is also subject to global economic conditions and their impact on levels of discretionary consumer spending. Some of the factors that have an impact on discretionary consumer spending include general economic conditions, worldwide or regional recessions, unemployment, consumer debt, reductions in net worth, fluctuations in exchange rates, wage

inflation, residential real estate and mortgage markets, taxation, energy prices, interest rates, consumer confidence, tariffs, and other macroeconomic factors.

Consumer preferences tend to shift to lower-cost alternatives during recessionary periods and other periods in which disposable income is adversely affected, which could lead to a decline in the bookings and prices for rentals through our platform and an increase in cancellations, and thus result in lower revenue. Leisure travel in particular, which accounts for a substantial majority of our current business, is dependent on discretionary consumer spending levels. Downturns in worldwide or regional economic conditions, such as the downturn experienced during the COVID-19 pandemic, led to a general decrease in leisure travel and travel spending, and similar downturns in the future may materially adversely impact demand for our platform and services. Such a shift in consumer behavior would materially adversely affect our business, results of operations, and financial condition.

A significant number of the units that we manage are concentrated in certain states and regions, which exposes us to risks and potential adverse impacts arising from localized events in those areas.

Certain states or regions account for a significant percentage of the units that we manage and of our net revenue. For example, units located in the state of Florida, which has experienced, and may continue to experience, extreme weather (such as the recent Hurricane Milton, and its effects), accounted for approximately 20% of our net revenue and our units under management in 2024. As a result, we may experience material adverse business and financial impacts arising from localized occurrences in those geographies, such as extreme weather, local real estate market trends or state-wide short-term rental regulations, to the extent they adversely impact the number of units available, the rates at which we are able to rent them, and our costs to service and maintain units in those regions.

The coverage afforded under our insurance policies may be inadequate for the needs of our business or our third-party insurers may be unable or unwilling to meet our coverage requirements, which could materially and adversely affect our business, results of operations, and financial condition.

We use a combination of third-party insurance and self-insurance to manage the exposures related to our business operations. We support our homeowners by maintaining an accommodation protection program. Our business, results of operations, and financial condition would be materially adversely affected if (i) cost per claim, premiums or the number of claims significantly exceeds our expectations; (ii) we experience a claim in excess of our coverage limits; (iii) our insurance providers become insolvent or otherwise fail to pay on our insurance claims; (iv) we experience a claim for which coverage is not provided; or (v) the number of claims under our deductibles or self-insured retentions differs from historical averages. Our overall spend on insurance has increased as our business and risk exposure have grown and losses from covered claims have increased. Premiums have increased as a result, and we have experienced and expect to continue to experience increased difficulty in obtaining appropriate policy limits and levels of coverage at a reasonable cost and with reasonable terms and conditions. Our costs for obtaining these policies will continue to increase as our business grows and risk exposures continue to evolve. Furthermore, as our business continues to develop and diversify, we may experience difficulty in obtaining insurance coverage for new and evolving offerings and tiers, which could require us to incur greater costs and materially adversely affect our business, results of operations, and financial condition. Additionally, if we fail to comply with insurance regulatory requirements in the regions where we operate, or other regulations governing insurance coverage, our brand, reputation, business, results of operations, and financial condition could be materially adversely affected.

Accommodation Protection Program

As an additional benefit to our homeowners and in order to comply with certain short-term rental regulatory requirements, we enroll homeowners in our accommodation protection program, underwritten by a third-party insurer, which provides protection for claims of guest-caused property damage or guest bodily injury arising from the reservation. The accommodation protection program is subject to certain terms, conditions and exclusions, and homeowners may opt out of the program, if the homeowner provides documentation of sufficient alternative coverage through their homeowners insurance. Our homeowners may also benefit from protection provided through our distribution partners when bookings of Vacasa rental homes are made through their platforms.

However, these programs may not provide protection for certain types of claims and may be insufficient to fully cover costs of investigation, costs of defense, and payments or judgments arising from covered claims. In addition, extensive or costly claims could lead to rate increases or difficulty securing coverage for the program, which may result in increased financial exposure and an inability to meet regulatory requirements. Increased claim frequency and severity and increased fraudulent claims could result in greater payouts, premium increases, and/or difficulty securing coverage. Further, disputes with homeowners as to

whether a protection program applies to alleged losses or damages and the increased submission of fraudulent payment requests could require significant time and financial resources.

Corporate Insurance

We procure insurance policies to cover various operations-related risks, including general business liability, workers' compensation, cyber liability and data breaches, crime, directors and officers liability, and property insurance. We do not have coverage for certain catastrophic events, including certain business interruption losses, such as those resulting from the COVID-19 pandemic. Additionally, certain policies may not be available to us, or may be prohibitively expensive, and the policies we have and obtain in the future may not be sufficient to cover all of our business exposure.

Risks Related to Accounting, Tax and Financial Statement Matters

A future impairment of our long-lived assets or goodwill could adversely affect our results of operations and financial condition.

We evaluate our long-lived assets or asset groups for indicators of possible impairment by comparing the carrying amount to future net undiscounted cash flows expected to be generated by such asset or asset group and its eventual disposal when events or changes in circumstances indicate the carrying amount of an asset or asset group may not be recoverable. If the carrying value of the long-lived asset or asset group is not recoverable on an undiscounted cash flow basis, impairment is recognized to the extent that the carrying value exceeds its fair value. We review goodwill for impairment by initially considering qualitative factors to determine whether it is more likely than not that the fair value of our reporting unit is less than its carrying amount, including goodwill, as a basis for determining whether it is necessary to perform a quantitative analysis. If it is determined that it is more likely than not that the fair value of the reporting unit is less than its carrying amount, a quantitative analysis is performed to identify goodwill impairment.

Potential indicators of impairment include significant changes in performance relative to expected operating results, significant negative industry or economic trends, or a significant decline in the Company's stock price and/or market capitalization for a sustained period of time. If one or more of these impairment indicators occur or intensify, this could result in an impairment of long-lived assets or further impairment of goodwill. The Company performed a quantitative impairment assessment as of September 30, 2023, which resulted in long-lived asset and goodwill impairment charges of $46.0 million and $411.0 million, respectively. Additionally, the Company performed a quantitative impairment assessment as of March 31, 2024, which resulted in long-lived asset impairment charges of $84.0 million. No material impairment charges were taken as of December 31, 2024.

Future impairment of our long-lived assets or goodwill could be material and could adversely affect our results of operations and financial condition.

We may experience significant fluctuations in our results of operations from quarter to quarter and year to year as a result of seasonality and other factors, which make it difficult to forecast our future results.

Our results of operations may vary significantly from quarter to quarter and year to year and are not an indication of our future performance. Our overall business is seasonal, reflecting typical travel behavior patterns over the course of the calendar year. In addition, each market where we operate has unique seasonality, events, and weather that can increase or decrease demand for our offerings. Certain holidays can have an impact on our revenue by increasing Nights Sold on the holiday itself or during the preceding and subsequent weekends. Typically, our second and third quarters have higher revenue due to increased Nights Sold. Our GBV typically follows the seasonality patterns of Nights Sold. Our operations and support costs also increase in the second and third quarters as we increase our hourly staffing to handle increased activity on our platform in those periods. Our business is also subject to fluctuations in available working capital. Our cash and working capital tends to be highest in the second quarter and lowest in the fourth quarter of the year. Fluctuations or changes in these seasonal patterns may adversely affect our financial results and business condition, including our position. On May 8, 2024, we drew $81.0 million under the Revolving Credit Facility, and on August 7, 2024, we issued $30.0 million of Convertible Notes, to supplement our cash position. If our working capital reserves are inadequate, we may be required to seek additional sources of capital, which may not be available or may come with undesirable terms or cost. In such event, our ability to support our business and return our

operations to growth, respond to business challenges and opportunities, and execute our growth strategy would be significantly limited, and our business, results of operations, and financial condition would be materially adversely affected.

As our business matures, other seasonal trends may develop, or these existing seasonal trends may become more extreme. In addition to seasonality, our results of operations may fluctuate as a result of a variety of other factors, many of which are beyond our control, may be difficult to predict, and may not fully reflect the underlying performance of our business, including:

- reduced travel and cancellations due to other events beyond our control, such as the COVID-19 pandemic or other epidemics, increased or continuing restrictions on travel and immigration, trade disputes, economic downturns, significant labor shortages, political, civil or social unrest, armed hostilities and the impact of climate on travel (including fires, floods, severe weather and other natural disasters) or law enforcement demands and other regulatory actions;
- periods with increased investments in our platform for existing offerings, new offerings and initiatives, marketing, and the accompanying growth in headcount;
- the impacts of the Reorganization;
- our ability to grow our business and effectively manage that growth;
- increased competition;
- our ability to expand our operations in new and existing regions;
- changes in governmental or other regulations affecting our business;
- changes to our internal policies or strategies;
- harm to our brand or reputation; and
- other risks described elsewhere in this Annual Report.

As a result, it is difficult to accurately forecast our results of operations and, if our forecasts are not accurate, we may fail to meet the expectations of investors and securities analysts, which could cause the trading price of our Class A Common Stock to fall substantially and potentially subject us to costly lawsuits, including securities class action suits. Moreover, we base our expense levels and investment plans on estimates for revenue that may turn out to be inaccurate. A significant portion of our expenses and investments are fixed, and we may not be able to adjust our spending quickly enough if our revenue is less than expected or if costs are higher than expected, resulting in losses that exceed our expectations. If our assumptions regarding the risks and uncertainties that we use to plan our business are incorrect or change, or if we do not address these risks successfully, our results of operations could differ materially from our expectations and our business, results of operations, and financial condition could be materially adversely affected.

We track certain operational metrics, which are subject to inherent challenges in measurement, and real or perceived inaccuracies in such metrics may harm our reputation and materially adversely affect our stock price, business, results of operations, and financial condition.

We track certain operational metrics, including metrics such as GBV, Nights Sold, and GBV per Night Sold, which may differ from estimates or similar metrics published by third parties due to differences in sources, methodologies, or the assumptions on which we rely. Our internal systems and tools are subject to a number of limitations, and our methodologies for tracking these and other metrics may change over time, which could result in unexpected changes to our metrics, including the those we publicly disclose. If the internal systems and tools we use to track these metrics undercount or overcount performance or contain algorithmic or other technical errors, the data we report may not be accurate. There are inherent challenges in measuring how our platform is used across populations globally. The calculation of GBV and Nights Sold requires the ongoing collection of data on new offerings that are added to our platform over time. Our business is complex, and the methodology used to calculate GBV and Nights Sold may require future adjustments to accurately represent the full value of new offerings.

Limitations or errors with respect to how we measure data or with respect to the data that we measure may affect our understanding of certain details of our business, which could affect our long-term strategies. If our operational metrics are not accurate representations of our business, or if investors do not perceive these metrics to be accurate, or if we discover material inaccuracies with respect to these figures, our reputation may be significantly harmed, our stock price could decline, we may be subject to stockholder litigation, and our business, results of operations, and financial condition could be materially adversely affected.

Because we recognize revenue during the guest stay and not at booking, upticks or downturns in bookings are not immediately reflected in our results of operations.

We experience a difference in timing between when a booking is made and when we recognize revenue, which is at the time of the stay. The effect of significant downturns in bookings in a particular quarter may not be fully reflected in our results of operations until future periods because of this timing in revenue recognition. We have issued, and may continue to issue, future

stay credits to guests who choose to cancel within our enhanced cancellation policy. Such future stay credits are recognized as a liability on our consolidated balance sheets. Alternatively, in certain instances, we may offer a refund in lieu of a future stay credit. We account for these refunds as variable consideration, which results in a reduction to revenue.

Our failure to properly manage funds held on behalf of customers could materially adversely affect our business, results of operations, and financial condition.

When a guest books and pays for a stay on our platform, we do not recognize the amount the guest has paid until the stay occurs, at which time we recognize our commission and fees as revenue and (other than in certain locations in which the homeowner is paid upon booking) initiate the process to remit the payment to the homeowner, which occurs monthly following the stay, barring any alterations or cancellations which may result in funds being returned to the guest. Accordingly, at any given time, we hold on behalf of our homeowners and guests a substantial amount of funds, which are generally held in bank deposit accounts and in U.S. treasury bills and recorded on our consolidated balance sheets as funds receivable and amounts held on behalf of customers. In certain jurisdictions, we are required to either safeguard customer funds in bankruptcy-remote bank accounts, or hold such funds in eligible liquid assets, as defined by the relevant regulators in such jurisdictions, equal to at least 100% of the aggregate amount held on behalf of customers. Our ability to manage and account accurately for the cash underlying our customer funds, and comply with related trust-accounting regulations requires a high level of operational and internal controls. As our business continues to grow and we expand our offerings and tiers, we must continue to strengthen our associated internal controls. Our success requires significant public confidence in our ability to handle large and growing transaction volumes and amounts of customer funds. Any failure to maintain the necessary controls or to manage the assets underlying our customer funds accurately could result in reputational harm, lead customers to discontinue or reduce their use of our platform and services, and result in significant penalties and fines from regulators, each of which could materially adversely affect our business, results of operations, and financial condition.

We rely on third-party payment service providers to process payments made by guests and certain payments made to homeowners on our platform. If these third-party payment service providers become unavailable or we are subject to increased fees, our business, results of operations, and financial condition could be materially adversely affected.

We rely on a number of third-party payment service providers, including payment card networks, banks, payment processors, and payment gateways, to link us to payment card and bank clearing networks to process payments made by our guests and to remit payments to homeowners on our platform. We have agreements with these providers, some of which are the sole providers we rely on for their particular service.

If these companies become unwilling or unable to provide these services to us on acceptable terms or at all, our business may be disrupted, we would need to find alternate payment service providers, and we may not be able to secure similar terms or replace such payment service providers in an acceptable time frame.

If we are forced to migrate to other third-party payment service providers for any reason, the transition would require significant time and management resources, and may not be as effective, efficient, or well-received by our homeowners and guests. Any of the foregoing could cause us to incur significant losses and, in certain cases, require us to make payments to homeowners out of our funds, which could materially adversely affect our business, results of operations, and financial condition.

Our payment processing agreement with our principal third-party payment service provider, Paymentech, LLC, an affiliate of JP Morgan Chase Bank, N.A. ("Paymentech"), expired March 10, 2025. However, in connection with the planned Mergers, Paymentech agreed to extend provision of payment processing services to the Company until December 31, 2025. The Company is working to diversify its payment processing providers, and believes that alternatives are available on substantially comparable terms and cost to those provided by Paymentech, although no assurance can be given that the Company's efforts to diversify its payment processing providers will be successful.

In addition, the software and services provided by our third-party payment service providers may fail to meet our expectations, contain errors or vulnerabilities, be compromised, or experience outages. Any of these risks could cause us reputational harm or cause us to lose our ability to accept online payments or other payment transactions or make timely payments to homeowners on our platform, which could make our platform less convenient and desirable to customers and adversely affect our ability to attract and retain homeowners and guests.

Moreover, our agreements with payment service providers allow, and in the future may allow, these companies, under certain conditions, to hold an amount of our cash as a reserve. They may be entitled to a reserve or suspension of processing services upon the occurrence of specified events, including material adverse changes in our business, results of operations, and financial

condition. An imposition of additional reserves or a suspension of processing services by one or more of our processing companies could have a material adverse effect on our business, results of operations, and financial condition.

If we fail to invest adequate resources into the payment processing infrastructure on our platform, or if our investment efforts are unsuccessful or unreliable, our payments activities may not function properly or keep pace with competitive offerings, which could adversely impact their usage. Further, our ability to expand our payments activities into additional countries is dependent upon the third-party providers we use to support these activities. If we expand the availability of our payments activities to additional geographic regions or begin to offer new payment methods to our homeowners and guests in the future, we may become subject to additional regulations and compliance requirements, and exposed to heightened fraud risk, which could lead to an increase in our operating expenses.

For certain payment methods, including credit and debit cards, we pay interchange and other fees, and such fees result in significant costs. Payment card network costs have increased, and may continue to increase in the future, the interchange fees and assessments that they charge for each transaction that accesses their networks, and may impose special fees or assessments on any such transaction. Our payment card processors have the right to pass any increases in interchange fees and assessments on to us. Credit card transactions result in higher fees to us than transactions made through debit cards. Any material increase in interchange fees in the United States or other geographic regions, including as a result of changes in interchange fee limitations imposed by law in some geographic regions, or other network fees or assessments, or a shift from payment with debit cards to credit cards could increase our operating costs and materially adversely affect our business, results of operations, and financial condition.

We are subject to payment network rules and any material modification of our payment card acceptance privileges could have a material adverse effect on our business, results of operations, and financial condition.

The loss of our credit and debit card acceptance privileges or the significant modification of the terms under which we obtain card acceptance privileges would significantly limit our business model since a vast majority of our guests pay using credit or debit cards. We are required by our payment processors to comply with payment card network operating rules, including the Payment Card Industry ("PCI") Data Security Standard (the "PCI DSS"). Under the PCI DSS, we are required to adopt and implement internal controls over the use, storage, and transmission of card data to help prevent credit card fraud. If we fail to comply with the rules and regulations adopted by the payment card networks, including the PCI DSS, we would be in breach of our contractual obligations to payment processors and merchant banks. Such failure to comply may damage our relationship with payment card networks, subject us to restrictions, fines, penalties, damages, and civil liability, and could eventually prevent us from processing or accepting payment cards, which would have a material adverse effect on our business, results of operations, and financial condition.

Moreover, the payment card networks could adopt new operating rules or interpret or reinterpret existing rules that we or our payment processors might find difficult or even impossible to comply with, or costly to implement. As a result, we could lose our ability to give consumers the option of using payment cards to make their payments or the choice of currency in which they would like their payment card to be charged. Further, there is no guarantee that, even if we comply with the rules and regulations adopted by the payment card networks, we will be able to maintain our payment card acceptance privileges. We also cannot guarantee that our compliance with network rules or the PCI DSS will prevent illegal or improper use of our payments platform or the theft, loss, or misuse of the credit or debit card data of customers or participants, or a security breach. We are also required to submit to periodic audits, self-assessments, and other assessments of our compliance with the PCI DSS. If an audit, self-assessment, or other assessment indicates that we need to take steps to remediate any deficiencies, such remediation efforts may distract our management team and require us to undertake costly and time-consuming remediation efforts, and we could lose our payment card acceptance privileges.

We are also subject to network operating rules and guidelines promulgated by the National Automated Clearing House Association ("NACHA") relating to payment transactions we process using the Automated Clearing House ("ACH") Network. Like the payment networks, NACHA may update its operating rules and guidelines at any time, which can require us to take more costly compliance measures or to develop more complex monitoring systems.

Uncertainty in the application of taxes to our homeowners, guests, or platform could increase our tax liabilities and may discourage homeowners and guests from conducting business on our platform.

We are subject to a variety of taxes and tax collection obligations in the United States (federal, state, and local) and several foreign jurisdictions. New or revised foreign, federal, state, or local tax regulations may subject us or our homeowners and guests to additional indirect taxes, such as lodging, hotel, sales and use, privilege, excise, VAT, goods and services, harmonized sales, business, and gross receipt (together, “indirect taxes”), income, and other taxes, and, depending upon the jurisdiction, could subject us or our homeowners and guests to significant monetary penalties and fines for non-payment of taxes. Any

additional tax expenses and other liabilities to which we or our homeowners and/or guests are subject would likely increase the cost of doing business for our homeowners, increase the price paid by guests, and may discourage homeowners and guests from using our platform, which could lead to a decline in revenue. As a result, our business, results of operations, and financial condition could be materially adversely affected by additional taxes of this nature or additional taxes or penalties resulting from our failure to comply with any reporting, collection, and payment obligations. We accrue a reserve for such taxes, and upon examination or audit, such reserves may be insufficient. We are currently subject to tax audit in several states and local jurisdictions.

The application of taxes, particularly indirect taxes, to activities such as ours and to our homeowners and guests is a complex and evolving issue. Laws and regulations relating to taxes as applied to our platform, and to our homeowners and guests, vary greatly among jurisdictions, and it is difficult or impossible to predict how such laws and regulations will be applied. We devote significant resources, including management time, to the application and interpretation of tax laws and working with various jurisdictions to clarify whether taxes are applicable and the amount of taxes that apply. The application of indirect taxes to our homeowners, guests, and our platform significantly increases our operational expenses as we build the infrastructure and tools to capture data and to report, collect, and remit taxes. The lack of uniformity in the laws and regulations relating to indirect taxes as applied further increases the operational and financial complexity of our systems and processes, and introduces potential for errors or incorrect tax calculations, all of which are costly to our business and results of operations. In addition, certain regulations may be so complex as to make it infeasible for us to be fully compliant. As our business operations expand or change, including as a result of introducing new or enhanced offerings, tiers or features, or due to acquisitions, the application of indirect taxes to our business and to our homeowners and guests will further change and evolve, and could further increase our liability for taxes, discourage homeowners and guests from using our platform, and materially adversely affect our business, results of operations, and financial condition.

We may have exposure to greater than anticipated tax liabilities.

The application of domestic and international income and non-income tax laws, rules and regulations to our business is subject to interpretation by the relevant taxing authorities. Given a focus on revenue generation, taxing authorities have become more aggressive in their enforcement of such laws, rules and regulations, resulting in increased audit activity and audit assessments, and legislation.

We are subject to regular review and audit by U.S. federal, state, local, and foreign tax authorities. As such, potential tax liabilities may exceed our current tax reserves or may require us to modify our business practices and incur additional cost to comply, any of which may have a material adverse effect on our business.

The determination of our worldwide provision for income taxes and other tax liabilities requires significant judgment by management, and there are many transactions where the ultimate tax determination is uncertain. Our provision for income taxes is also determined by the manner in which we operate our business, and any changes to such operations or laws applicable to such operations may affect our effective tax rate.

Our tax positions or tax returns are subject to change, and therefore we cannot accurately predict whether we may incur material additional tax liabilities in the future, which would materially adversely affect our results of operations and financial condition.

Changes in tax laws or tax rulings could materially affect our business, results of operations, and financial condition.

The tax regimes we are subject to or operate under, including income and non-income (including indirect) taxes, are unsettled and may be subject to significant change. Changes in tax laws or tax rulings, or changes in interpretations of existing laws, could materially adversely affect our results of operations and financial condition. For example, the Organization for Economic Co-Operation and Development ("OECD") has announced an accord commonly referred to as “Pillar Two” to set a minimum global corporate tax rate of 15%, which has been, is being or may be implemented in many jurisdictions. The OECD is also issuing guidelines that are different, in some respects, than current international tax principles. If countries amend their tax laws to adopt all or part of the OECD guidelines, this may increase tax uncertainty and increase taxes applicable to us. We cannot predict whether the U.S. Congress or any other governmental body, whether in the United States or in other jurisdictions, will enact new tax legislation (including increases to tax rates), whether the U.S. Internal Revenue Service or any other tax authority will issue new regulations or other guidance, whether the OECD or any other intergovernmental organization will publish any guidelines on global taxation or whether member states will implement such guidelines, nor can we predict what effect such

legislation, regulations, or international guidelines might have. However, changes to existing laws and regulations could adversely affect our business, results of operations, and financial condition.

In addition, we are subject to a variety of taxes and tax collection obligations in the United States (federal, state, and local) and numerous foreign jurisdictions. A number of jurisdictions have proposed or implemented new tax laws or interpreted existing laws to explicitly apply various taxes to businesses like ours, and are increasing their enforcement actions with respect to such laws. Laws and regulations relating to taxes vary greatly among jurisdictions, and it is difficult or impossible to predict how such laws and regulations will be applied. The application of indirect taxes to activities such as ours is a complex and evolving issue, and responding to tax audits and other tax-related inquiries can be time-consuming and expensive.

We may recognize additional tax expenses and be subject to additional tax liabilities, and our business, results of operations, and financial condition could be materially adversely affected by additional taxes of this nature or additional taxes or penalties resulting from our failure to comply with any reporting, collection, and payment obligations. We accrue a reserve for such taxes when the likelihood is probable that such taxes apply to us, and upon examination or audit, such reserves may be insufficient. Additional taxes imposed in connection with our business could have the effect of increasing the prices paid by guests and could discourage guests from using our properties, and lead to a decline in revenue, and materially adversely affect our business, results of operations, and financial condition.

Our ability to use our net operating loss carryforwards and certain other tax attributes may be limited.

We expect to have material net operating loss carryforwards for U.S. federal and state income tax purposes. As of December 31, 2024, our federal net operating loss carryforwards were approximately $253.5 million. Realization of tax savings from these net operating loss carryforwards will depend on our future taxable income, and there is a risk that some of our existing carryforwards could expire unused and be unavailable to offset future taxable income, which could materially adversely affect our results of operations and financial condition. In addition, under Sections 382 and 383 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), if a corporation undergoes an “ownership change,” generally defined as a greater than 50% change (by value) in its equity ownership by significant stockholders or groups of stockholders over a three-year period, the corporation’s ability to use its pre-change net operating loss carryforwards and other pre-change tax attributes, to offset its post-change taxable income or tax liabilities may be limited. Similar rules may apply under state tax laws. We expect that our net operating losses will be subject to limitations under these rules, and we may experience ownership changes in the future because of shifts in our stock ownership, many of which may be outside of our control. Our ability to use our pre-change net operating loss carryforwards and other tax attributes to offset future U.S. federal taxable income may be subject to limitations, which could result in increased future tax liability to us. In addition, tax benefits that we derive from certain tax attributes, including net operating losses, that are allocable to us as a result of the transactions undertaken in connection with the Business Combination (as defined below) are subject to the terms of, and may give rise to payments that we will be required to make under the Tax Receivable Agreement (as defined below) if the Merger Agreement is terminated prior to the Merger Closing. Any successful merger or acquisition transaction will limit our ability to utilize our net operating loss carryforwards.

We are a holding company and our principal asset is our indirect equity interests in OpCo and, accordingly, we are dependent upon distributions from OpCo to pay taxes and other expenses.

We are a holding company and our principal asset is our 57.7% indirect ownership of Vacasa Holdings LLC ("OpCo"). We have no independent means of generating material revenue. As the initial sole manager of OpCo, we generally intend to cause OpCo to make distributions to its equity holders in amounts sufficient to cover the taxes on their allocable share of the taxable income of OpCo, including for this purpose, any payments we are obligated to make under the Tax Receivable Agreement if the Merger Agreement is terminated prior to the Merger Closing, and other costs or expenses, but we may be limited in our ability to cause OpCo to make distributions to its equity holders (including for purposes of paying corporate and other overhead expenses and dividends) by our contractual arrangements, including the terms of our Revolving Credit Facility and any additional debt facilities that we may enter into in the future. In addition, certain laws and regulations may result in restrictions on OpCo’s ability to make distributions to Vacasa, Inc., or the ability of OpCo’s subsidiaries to make distributions to it.

To the extent that we need funds and OpCo or its subsidiaries are restricted from making such distributions, under applicable law or regulation or otherwise, we may not be able to obtain such funds on terms acceptable to us or at all and, as a result, could suffer an adverse effect on our liquidity and financial condition. In certain situations, including where OpCo does not have sufficient cash to make tax distributions to all of its members in the full amounts that may be payable in connection with the Fourth Amended and Restated Limited Liability Company Agreement of OpCo (the "OpCo LLC Agreement") (or where tax distributions to the members of OpCo would materially exceed a set percentage of our aggregate taxable income), tax distributions to the equity holders of OpCo may be reduced (such that each member of OpCo may not receive tax distributions

sufficient to cover its tax liability). Tax distributions will generally be treated as advances of other distributions made under the OpCo LLC Agreement.

Although OpCo may not always make such distributions, under the OpCo LLC Agreement, we generally expect OpCo, from time to time, to make distributions in cash to its equity holders in amounts sufficient to cover the taxes on their allocable share of the taxable income of OpCo (in addition, Vacasa, Inc. may receive certain non-pro rata distributions from OpCo to cover certain overhead and other expenses, as provided in the OpCo LLC Agreement). As a result of (i) potential differences in the amount of net taxable income indirectly allocable to us and to OpCo's other equity holders, (ii) the lower tax rate applicable to corporations as opposed to the assumed tax rate for making such distributions in the OpCo LLC Agreement, (iii) the favorable tax benefits that we anticipate from Vacasa, Inc.'s acquisition of common units of OpCo ("OpCo Units"), in exchange for, at our election, either cash (based on the market price of a share of our Class A Common Stock) or shares of our Class A Common Stock and payments under the Tax Receivable Agreement and (iv) the fact that tax distributions made in respect of OpCo Units will generally be made pro rata in respect of such Units as described in the OpCo LLC Agreement, we expect that these tax distributions may be in amounts that exceed our tax liabilities. Our Board will determine the appropriate uses for any excess cash so accumulated, which may include, among other uses, the payment of obligations under the Tax Receivable Agreement and the payment of other expenses. We will have no obligation to distribute such cash (or other available cash) to our stockholders. No adjustments to the exchange ratio for OpCo Units will be made as a result of any cash distribution by us or any retention of cash by us. To the extent we do not distribute such cash as dividends on our Class A Common Stock and instead, for example, hold such cash balances, or lend them to OpCo, this may result in shares of our Class A Common Stock increasing in value relative to the value of OpCo Units. The holders of OpCo Units (the "OpCo Unitholders") may benefit from any value attributable to such cash balances if they acquire shares of our Class A Common Stock in exchange for their OpCo Units. In addition, our payment of tax distributions to the members of OpCo could result in the distribution of cash out of OpCo that is in excess of what is required for such members (or their direct or indirect equity holders) to pay their tax liabilities attributable to their direct or indirect ownership of OpCo, which could have an adverse effect on our liquidity.

We may incur certain tax liabilities attributable to the Blockers as a result of the Business Combination.

On December 6, 2021, we consummated the business combination (the "Business Combination") contemplated by that certain business combination agreement, dated as of July 28, 2021 (as amended, the "Business Combination Agreement"), by and among TPG Pace, Vacasa Holdings, Turnkey Vacations, Inc., a Vacasa Holdings equity holder ("TK Newco"), certain other Vacasa Holdings equity holders (together with TK Newco, the "Blockers"), us, and certain other parties, pursuant to which, among other things, TPG Pace merged with and into us, following which the separate corporate existence of TPG Pace ceased, and we became the surviving corporation. As the successor to these merged entities, Vacasa, Inc. has generally succeeded to and is responsible for any outstanding or historical tax liabilities of the merged entities, including any liabilities that might be incurred as a result of the mergers described in the previous sentence. The pre-Business Combination owners of the Blockers will not indemnify Vacasa, Inc. for any such liabilities, and such liabilities could have an adverse effect on our liquidity and financial condition.

We may bear certain tax liabilities that are attributable to audit adjustments for taxable periods (or portions thereof) ending prior to the Business Combination, or that are disproportionate to our ownership interest in OpCo in the taxable period for which the relevant adjustment is imposed.

Pursuant to certain provisions of the Code enacted as part of the Bipartisan Budget Act of 2015 (such provisions, the "Partnership Tax Audit Rules"), partnerships (and not the partners of the partnerships) can be liable for U.S. federal income taxes (and any related interest and penalties) resulting from adjustments made pursuant to an IRS audit or judicial proceedings to the items of income, gain, loss, deduction, or credit shown on the partnership's tax return (or how such items are allocated among the partners), notwithstanding the fact that liability for taxes on partnership income is generally borne by the partners rather than the partnership.

Under the Partnership Tax Audit Rules, a partnership's liability for taxes resulting from adjustments made pursuant to an IRS audit or judicial proceedings may be reduced or avoided in certain circumstances depending on the status or actions of its partners. For example, if partners agree to amend their tax returns and pay the resulting taxes, the partnership's liability can be reduced. Partnerships also may be able to make elections to "push out" the tax liability resulting from the adjustment to the persons who were partners in the prior taxable year that is the subject of the adjustment, and, as a result, avoid having the relevant liability paid at the partnership-level and instead be borne by the persons who are partners at the time the relevant liability is paid.

A representative of the holders of Vacasa Holdings' equity prior to the Business Combination (including, for this purpose, the owners of the Blockers with respect to their indirect interest in Vacasa Holdings equity and the holders of vested Vacasa Holdings unit appreciation rights and the holders of vested options to purchase shares of TK Newco common stock) existing

prior to the Business Combination (the "Existing VH Holders") will be entitled to direct whether or not OpCo or its subsidiaries will make the “push out” election described above for adjustments attributable to taxable periods (or portions thereof) ending on or prior to the date of the Business Combination, and whether any such entity will pay any applicable liability at the entity level. The provisions of the OpCo LLC Agreement prohibit OpCo from seeking indemnification or other recoveries from the Existing VH Holders in respect of such liabilities. With respect to the representative’s exercise of this authority, its interests will generally differ from the interests of our other equity holders. Moreover, with respect to taxable periods beginning after the Business Combination, there is no requirement that OpCo or any of its subsidiaries make any “push out” election. We accordingly may be required to bear a share of any taxes, interest, or penalties associated with any adjustments to applicable tax returns that exceeds our proportionate share of such liabilities based on our ownership interest in OpCo in the taxable period for which such adjustments are imposed (including periods prior to the effective date of the Business Combination during which we had no interest in OpCo), which could have an adverse effect on our operating results and financial condition.

If the Merger Agreement is terminated prior to the Merger Closing, Vacasa, Inc. will be required to pay the TRA Parties for certain tax benefits it may claim (or is deemed to realize) in the future, and the amounts it may pay could be significant.

In connection with the Business Combination, Vacasa, Inc. acquired existing equity interests from certain Existing VH Holders in exchange for the issuance of shares of Class A Common Stock and rights to receive payments under the Tax Receivable Agreement. As a result of these acquisitions, Vacasa, Inc. has succeeded to certain tax attributes of the Blockers and will receive the benefit of tax basis in assets of OpCo and its subsidiaries. In addition, redemptions or exchanges of OpCo Units in exchange for shares of our Class A Common Stock or cash may produce favorable tax attributes that would not be available to Vacasa, Inc. in the absence of such redemptions or exchanges. Such transactions are also expected to result in increases in Vacasa, Inc.’s allocable share of the tax basis in OpCo’s tangible and intangible assets. These increases in tax basis may increase (for income tax purposes) depreciation and amortization deductions and therefore reduce the amount of income or franchise tax that Vacasa, Inc. would otherwise be required to pay in the future had such sales and exchanges never occurred.

We have entered into the tax receivable agreement (the "Tax Receivable Agreement") with the Existing VH Holders (other than the holders of Vacasa Holdings unit appreciation rights and other than holders of options to purchase shares of TK Newco common stock, but including, for this purpose, current and former members of management that hold interests in Vacasa

Holdings indirectly through a management holding vehicle), which we refer to in this Annual Report collectively as the “TRA Parties,” that provides for the payment by Vacasa, Inc. to such TRA Parties (or their transferees or assignees) of 85% of the net cash savings, if any, in U.S. federal, state and local income tax or franchise tax that Vacasa, Inc. realizes (determined by using certain assumptions) in periods after the Business Combination as a result of (i) certain increases in tax basis that occur as a result of (A) any acquisition of OpCo Units from certain Existing VH Holders in the Business Combination, (B) exercises of the redemption rights under the OpCo LLC Agreement (the "Redemption Rights") by certain OpCo Unitholders to exchange their OpCo Units for shares of Class A Common Stock of or cash, and (C) payments made under the Tax Receivable Agreement; (ii) any net operating losses or certain other tax attributes that become available to Vacasa, Inc. to offset income or gain realized after the Blocker Mergers; (iii) any existing tax basis associated with assets of OpCo or its subsidiaries, the benefit of which is allocable to Vacasa, Inc. as a result of the exchanges of OpCo Units for Class A Common Stock of Vacasa, Inc. or cash; and (iv) tax benefits related to imputed interest deemed to be paid by Vacasa, Inc. as a result of any payments that Vacasa, Inc. makes under the Tax Receivable Agreement. The Tax Receivable Agreement makes certain simplifying assumptions regarding the determination of the cash savings that Vacasa, Inc. realizes or is deemed to realize from the covered tax attributes, which may result in payments pursuant to the Tax Receivable Agreement in excess of those that would result if such assumptions were not made.

The actual tax benefit, as well as the amount and timing of any payments under the Tax Receivable Agreement, will vary depending upon a number of factors, including, but not limited to, the timing of the redemptions of OpCo Units, the price of Class A Common Stock at the time of each redemption, the extent to which such redemptions are taxable transactions, the amount of tax basis associated with OpCo Units of the redeeming holder at the time of the relevant redemption, the depreciation and amortization periods that apply to the tax basis covered by the Tax Receivable Agreement, the amount, character, and timing of taxable income Vacasa, Inc. generates in the future, the timing and amount of any earlier payments that Vacasa, Inc. may have made under the Tax Receivable Agreement, the income tax rates then applicable to Vacasa, Inc., and the portion of Vacasa, Inc.’s payments under the Tax Receivable Agreement that constitute imputed interest or give rise to depreciable or amortizable tax basis. The payments under the Tax Receivable Agreement are not conditioned upon any TRA Party continuing to own an equity interest in us. To the extent that we are not able to make payments under the Tax Receivable Agreement when due, then (subject to the other provisions of the Tax Receivable Agreement, including those described below regarding the potential acceleration of obligations under the Tax Receivable Agreement) such payments will generally accrue interest until paid.

In addition, the TRA Parties (or their transferees or assignees) will not reimburse Vacasa, Inc. for any payments previously made if any covered tax benefits are subsequently disallowed, except that any excess payments made to any TRA Party (or its

transferees or assignees) will be netted against future payments that would otherwise be made under the Tax Receivable Agreement, if any, after the determination of such excess. Vacasa, Inc. could make payments to the TRA Parties under the Tax Receivable Agreement that are greater than its actual cash tax savings and may not be able to recoup those payments, which could negatively impact its liquidity.

Finally, the Tax Receivable Agreement provides that, in the case of a change in control (as defined in the Tax Receivable Agreement), the Tax Receivable Agreement will automatically terminate, and in the case of a material breach of Vacasa, Inc.'s obligations under the Tax Receivable Agreement and certain other events, Vacasa, Inc. may be required to make a payment to the TRA Parties in an amount equal to the present value of future payments (calculated using a discount rate equal to the lesser of 6.50% and a benchmark floating interest rate plus 150 basis points, which may differ from our, or a potential acquirer's, then-current cost of capital) under the Tax Receivable Agreement, which payment would be based on certain assumptions, including those relating to Vacasa, Inc.'s future taxable income. In these situations, Vacasa, Inc.'s obligations under the Tax Receivable Agreement could have a substantial negative impact on its, or a potential acquirer's, liquidity and could have the effect of delaying, deferring, modifying, or preventing certain mergers, asset sales, other forms of business combinations, or other changes of control. These provisions of the Tax Receivable Agreement may result in situations where the TRA Parties have interests that differ from or are in addition to those of our other stockholders. In addition, Vacasa, Inc. could be required to make payments under the Tax Receivable Agreement that are due in advance of any actual realization of such further tax benefits, that are in excess of Vacasa, Inc.'s (or a potential acquirer's) actual cash tax savings, and which could negatively impact our liquidity. In connection with the Merger Agreement, and contingent upon the Mergers occurring, a majority of the TRA Parties have agreed to waive any potential payments that would otherwise become due and payable pursuant to the Tax Receivable Agreement upon the Merger Closing.

Risks Related to Information Technology, Data Security and Data Privacy

If we fail to comply with federal, state, and foreign laws relating to privacy and data protection, we may face potentially significant liability, negative publicity, an erosion of trust, and increased regulatory scrutiny, any of which could materially adversely affect our business, results of operations, and financial condition.

Privacy and data protection laws, rules, and regulations are complex, and their interpretation is rapidly evolving, making implementation and enforcement, and thus compliance requirements, ambiguous, uncertain, and potentially inconsistent. Compliance with such laws may require changes to our data collection, use, transfer, disclosure, other processing, and certain other related business practices and may thereby increase compliance costs or have other material adverse effects on our business. We receive, store, handle, transmit, use and otherwise process confidential information, including business information and trade secrets, and personal data, including from and about actual and prospective customers, as well as our employees and service providers. As part of homeowner and guest registration and business processes, we may collect and use personal data, such as names, dates of birth, email addresses, phone numbers, and, in some cases, identity verification information (for example, government-issued identification or passport information), as well as payment card or other financial information that homeowners and guests provide to us for such purposes. The laws of many states and countries require businesses which maintain such personal data to implement reasonable security measures to keep such information secure and otherwise restrict the ways in which such information can be collected, processed, disclosed, transferred and used.

Numerous states have enacted or are in the process of enacting comprehensive state-level data privacy laws and regulations governing the collection, use, and processing of state residents' personal data and providing rights to residents related to their personal information, placing limitations on data uses, creating new audit requirements for higher risk data, and establishing regulatory agencies dedicated to enforcement. The effects of these laws, and the enactment of any other state or federal privacy laws, are and will continue to be significant and may require us to modify our data collection and processing practices and policies and may thereby increase compliance costs (and our potential liability) or have other material adverse effects on our business.

As of March 31, 2021, or shortly thereafter, we ceased all property management operations in the EU. Further, we ceased all direct marketing and advertising campaigns directed at EU audiences, stopped offering EU currency and language customization options on our website, and stopped offering all EU member state dedicated addresses and phone numbers that an EU resident could use to contact us. We therefore take the position that we no longer target the EU market. To the extent we have employees and offices in the EU, or are otherwise subject to the General Data Protection Regulation (the "GDPR"), we remain obligated to handle and safeguard all personal data collected from EU residents in accordance with the GDPR for as long as we retain such personal data. This obligation extends to compliance with laws, rules, and regulations regarding cross-border transfers of personal data. Failure to comply with the GDPR may result in fines of up to 20 million Euros or up to 4% of the annual global revenue of the infringer, whichever is greater. It may also lead to civil litigation, with the risks of damages or injunctive relief, or regulatory orders adversely impacting the ways in which our business can use personal data. To the extent we send direct electronic marketing communications to EU residents and/or place cookies on electronic devices used by EU or

UK residents within the EU/UK, we may also be subject to evolving EU and UK privacy laws on cookies and e-marketing. Canada also maintains data privacy legislation, which may lead to additional costs and increase our overall risk exposure.

Further, we are subject to the PCI DSS, which is a standard designed to protect credit and debit card data as mandated by payment card industry entities. As a 'Level 2' vendor, we self-attest to PCI compliance. We perform certain internal compliance activities and also rely on vendors to manage PCI compliance. Despite our compliance efforts, we may become subject to claims that we have violated the PCI DSS based on past, present, and future business practices. Our actual or perceived failure to comply with the PCI DSS can subject us to fines, termination of banking relationships, and increased transaction fees.

If any jurisdiction in which we operate adopts new laws or changes its interpretation of its laws, rules, or regulations relating to data residency or localization such that we are unable to comply in a timely manner or at all, we could risk losing our rights to operate in such jurisdictions. Comprehensive data privacy laws and regulations around the world expose us to the possibility of material penalties, significant legal liability, changes in how we operate or offer our products, and interruptions or cessation of our ability to operate in key geographic regions, any of which could materially adversely affect our business, results of operations, and financial condition.

Any failure or perceived failure by us to comply with privacy and data protection policies, notices, laws, rules, and regulations could result in investigations or enforcement proceedings or private actions against us by individuals (including class actions), consumer rights groups, government agencies, or others. We could incur significant costs in investigating and defending such claims and, if found liable, pay significant damages or fines or be required to make costly changes to our business. Further, these proceedings and any subsequent adverse outcomes may subject us to significant negative publicity and an erosion of trust. If any of these events were to occur, our business, results of operations, and financial condition could be materially adversely affected.

We or our third-party service providers experience cyberattacks, data security breaches, and other security incidents that could materially adversely affect our business, results of operations, and financial condition.

We rely on the proper functioning, availability, integrity, confidentiality and security of our own and third-party sophisticated software applications, systems, and computing infrastructure ("IT Systems"). While we own or manage many of these IT Systems, we also increasingly rely on third-party IT Systems that are critical to our operations. The security and confidentiality of data and availability of our technology when engaging in e-commerce are essential to maintaining consumer and travel service provider confidence in our platform and services. There are risks of security breaches to our IT Systems and those of services providers we rely on as we increase the types of technology we use to operate our platform, including mobile apps and third-party payment processing providers, and as we collaborate with third parties that may need to process our homeowner, guest, employee or contractor data or have access to our IT Systems. An increasing number of companies, including those with significant online operations, have recently disclosed cyberattacks and breaches of their security, some of which involved sophisticated tactics and techniques (for example, ransomware) allegedly attributable to criminal enterprises or nation-state actors, following a trend of cyberattacks increasing in frequency and magnitude on a global basis. These risks are likely to increase as we expand our offerings, integrate our products and services, utilize third-party products and services, and store and process more data, including personal information as well as proprietary business information.

We cannot ensure that the risk management and cybersecurity measures that we or the third parties and service providers we work with have implemented are sufficient security safeguards or that any implemented measures, including policies and procedures, or that such measures will always be followed, fully implemented and/or be effective against current or future security threats. In addition, we cannot ensure that any process for vetting the security of service providers will identify all risks to the confidentiality, availability, security or integrity of their IT Systems. We face evolving cybersecurity risks that threaten the confidentiality, integrity, and availability of our IT Systems and data from diverse threat actors, such as state-sponsored organizations, opportunistic hackers and hacktivists, as well as through diverse attack vectors, such as social engineering/phishing, malware (including ransomware), malfeasance by insiders, human or technological error, and as a result of bugs, misconfigurations or exploited vulnerabilities in software or hardware.

We have in the past experienced cyberattacks and security incidents, none of which has, to date, had a material impact on our business, and we expect to continue experiencing such attacks and incidents in the future. Cyberattacks are becoming increasingly sophisticated, with attackers utilizing tools, including AI, designed to circumvent controls, avoid detection and obfuscate evidence, which means that we may be unable to identify, investigate or remediate cybersecurity incidents in a timely or effective manner. Further, the techniques used by threat actors to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently and often are unknown until launched against a target. As such, we and our service providers may be unable to anticipate these tactics and techniques or to implement adequate preventative measures.

Certain of our third-party providers provide smart lock hardware and related control software that we use to secure physical access to many of the properties we manage. We rely on these third-party providers to ensure adequate security measures for

these services. Any compromise or interruption in the services provided by these third parties could impair our ability to provide guests, owners, and housekeepers/maintenance staff with access to homes, which could result in breaches of contract, litigation, or loss of business. A security breach or material failure on the part of one of these providers could also result in providing a threat actor with access to one or more of our managed properties, thereby compromising the physical security of such properties. Any such delay or breach may harm our reputation or our ability to retain the confidence of existing homeowners, protect the safety of our guests, or attract new homeowners or guests.

Further, with a large geographically disparate employee base, we are not immune from the possibility of a malicious insider compromising our information systems and infrastructure. This risk has grown in light of the greater adoption of remote work and will continue for the foreseeable future. We also have a distributed customer support organization, including third-party providers that have access to personal data and proprietary business information. There can be no assurance that any measures implemented can fully safeguard against a sufficiently determined and skilled insider threat.

In addition, threat actors have targeted and will continue to target us and our homeowners, guests, partners, vendors and other third parties directly with attempts to breach the security of our and their IT Systems, including email accounts or management systems, such as through phishing attacks where a third party attempts to infiltrate our IT Systems or acquire information by posing as a legitimate inquiry or electronic communication, which are fraudulent identity theft schemes designed to appear as legitimate emails from us or from our homeowners or guests, partners, or vendors or other third parties that we do business with. We have experienced and have seen many instances of our homeowners, guests, and other parties we do business with falling prey to such schemes, which result in accounts being taken over by fraudsters intent on perpetrating fraud. Threat actors may employ other schemes aimed at defrauding us, our homeowners or guests in ways that we may not anticipate or be able to adequately guard against. Computer circumvention capabilities, new discoveries or advances or other developments, including our own acts or omissions, could result in a compromise or breach of consumer data. For example, third parties have attempted, and may continue to attempt, to fraudulently induce employees, travel partners and other service providers or consumers to disclose usernames, passwords or other sensitive information, or to make payments to fraudulent accounts. As such, even if phishing and spamming attacks and other fraud schemes are not carried out through our IT Systems, victims may nevertheless seek recovery from us. In addition, we may not always be able to fully recover any payments made through such fraud. Because of our prominence, we believe that we are a particularly attractive target for such attacks. Though it is difficult to determine what, if any, harm may directly result from any specific scheme or attack, any failure to maintain performance, confidentiality, integrity, reliability, security, and availability of our offerings, services, and IT Systems may harm our reputation and our ability to retain existing homeowners and guests and attract new homeowners and guests. The ability of fraudsters to directly target our homeowners and guests with fraudulent communications, or cause an account takeover, exposes us to significant financial fraud risk, including costly litigation, which is difficult to fully mitigate. Such an incident may also require us to incur significant expense and expend material resources to investigate and correct the issue and to prevent recurrence, and expose us to legal liabilities, including regulatory enforcement and indemnity obligations, which could have a material adverse effect on our business, financial condition or results of operations.

We have acquired and may continue to acquire companies that are vulnerable to security breaches, and we may be liable in the event of any security breaches of these acquired companies. Such companies may also introduce malware or other security issues if the systems of such companies become integrated with our IT Systems. While we conduct due diligence of these companies, we do not have access to the full operating history of the companies and cannot be certain there have not been security breaches prior to our acquisition. In addition, our diligence may not discover all issues with the security safeguards, policies, and procedures of such acquired companies, and it may take time and require significant investment to improve the security safeguards, policies and procedures of such companies, so we cannot be certain that there will not be a security breach after our acquisition.

Our existing general liability and cyber liability insurance policies may not cover, or may cover only a portion of, any potential claims related to security breaches to which we are exposed or may not be adequate to indemnify us for all or any portion of liabilities that may be imposed. We also cannot be certain that our existing insurance coverage will continue to be available on economically reasonable terms, or at all, or in amounts sufficient to cover the potentially significant losses that may result from a security breach, or that the insurer will not deny coverage of any future claim. Security breaches also could harm our reputation and result in litigation against us. Any of these results could have a material adverse effect on our business, results of operations, and financial condition.

We expend, and expect to continue to expend, significant resources to protect against security-related incidents and address problems caused by such incidents. Even if we were to expend more resources, regulators and complainants may not deem our efforts sufficient, and regardless of the expenditure, the risk of security related incidents cannot be fully mitigated. Any actual or alleged security breaches or alleged violations of federal, state, or foreign laws or regulations relating to privacy and data security could result in mandated user notifications, litigation, government investigations or enforcement actions, significant fines, and expenditures; divert management’s attention from operations; deter people from using our platform; damage our

brand and reputation; force us to cease operations for some length of time; and materially adversely affect our business, results of operations, and financial condition. Defending against claims or litigation based on any security breach or incident, regardless of their merit, will be costly and may cause reputational harm. The successful assertion of one or more large claims against us that exceed available insurance coverage, denial of coverage as to any specific claim, or any change or cessation in our insurance policies and coverages, including premium increases or the imposition of large deductible requirements, could have a material adverse effect on our business, results of operations, and financial condition.

We rely primarily on Amazon Web Services to host and deliver our platform, and on a number of other third-party service providers in connection with other key aspects of our platform and operations, and any interruptions or delays in services from these third parties could impair the delivery of our platform and services, and our business, results of operations, and financial condition could be materially adversely affected.

We rely primarily on Amazon Web Services ("AWS") to host and deliver our platform. Third parties also provide services to key aspects of our operations, including Internet connections and networking, data storage and processing, trust and safety, security infrastructure, source code management, and software testing and deployment. In addition, we rely on third parties for many aspects of our payments processing platform, and a significant portion of our customer support operations are conducted by third parties at their facilities. We also rely on third-party services for maps and location data that are core to the functionality of our platform, and we integrate applications, content, and data from third parties to deliver our platform and services.

We do not control the operation, physical security, or data security of any of these third-party providers. Despite our efforts to use commercially reasonable diligence in the selection and retention of such third-party providers, such efforts may be insufficient or inadequate to prevent or remediate such risks. Our third-party providers, including our cloud computing providers and our payment processing providers, may be subject to intrusions, computer viruses, denial-of-service attacks, sabotage, ransomware attacks, acts of vandalism, acts of terrorism, and other misconduct. Our third-party providers are also vulnerable to damage or interruption from power loss, telecommunications failures, fires, floods, earthquakes, hurricanes, tornadoes, and similar events, and they may be subject to financial, legal, regulatory, and labor issues, each of which may impose additional costs or requirements on us or prevent these third parties from providing services to us or our customers on our behalf. In addition, these third parties may breach their agreements with us, disagree with our interpretation of contract terms or applicable laws and regulations, refuse to continue or renew these agreements on commercially reasonable terms or at all, fail to or refuse to process transactions or provide other services adequately, take actions that degrade the functionality of our platform and services, increase prices, impose additional costs or requirements on us or our customers, or give preferential treatment to our competitors. If we are unable to procure alternatives in a timely and efficient manner and on acceptable terms, or at all, we may be subject to business disruptions, losses, or costs to remediate any of these deficiencies. Our systems currently do not provide complete redundancy of data storage or processing, including payment processing. Although we are in the process of developing comprehensive business continuity and disaster recovery plans for all of our operations, there is no guarantee that such plans will be effective. The occurrence of any of the above events could result in homeowners or guests ceasing to use our platform, reputational damage, legal or regulatory proceedings, or other adverse consequences, which could materially adversely affect our business, results of operations, and financial condition.

Our platform is highly complex, and any undetected errors could materially adversely affect our business, results of operations, and financial condition.

Our platform is a complex system composed of many interoperating components and software. Our business is dependent upon our ability to prevent system interruption on our platform. Our software, including open source software that is incorporated into our code, may, now or in the future, contain undetected errors, bugs, or vulnerabilities. Some errors in our software code have not been and may not be discovered until after the code has been released. We have, from time to time, found defects or errors in our system and software limitations that have resulted in, and may discover additional issues in the future that could result in, platform unavailability or system disruption. For example, defects or errors have resulted in and could result in the delay in making payments to homeowners or overpaying or underpaying homeowners, which would impact our cash position and may cause homeowners to lose trust in our payment operations. Any errors, bugs, or vulnerabilities discovered in our code or systems released to production or found in third-party software, including open source software that is incorporated into our code, any misconfigurations of our systems, or any unintended interactions between systems could result in poor system performance, an interruption in the availability of our platform, incorrect payments, negative publicity, damage to our reputation, loss of existing and potential homeowners and guests, loss of revenue, liability for damages, a failure

to comply with certain legal, regulatory or tax reporting obligations, and regulatory inquiries or other proceedings, any of which could materially adversely affect our business, results of operations, and financial condition.

System capacity constraints, system or operational failures, or denial-of-service or other attacks could materially adversely affect our business, results of operations, and financial condition.

Our business model depends on driving consumer traffic to our platform. If our systems and network infrastructure cannot be expanded or are not scaled to cope with increased demand or fail to perform, we could experience unanticipated disruptions in service, slower response times, decreased customer satisfaction, and delays in the introduction of new offerings and tiers. It may be particularly difficult for us to manage these issues as a large portion of our employees continue to work remotely.

Our corporate headquarters, a significant portion of our research and development activities, and certain other critical business operations, and those of many of our critical service providers, are located on the West Coast of the United States. Our systems and operations are vulnerable to damage or interruption from human error, computer viruses, earthquakes, floods, fires, power loss, and similar events. A catastrophic event that results in the destruction or disruption of our third-party cloud facilities or our critical business or information technology systems could severely affect our ability to conduct normal business operations and result in lengthy interruptions or delays of our platform and services.

Our systems and operations are also subject to break-ins, sabotage, intentional acts of vandalism, terrorism, and similar misconduct from external sources and malicious insiders. Our existing security measures may not be successful in preventing attacks on our systems, and any such attack could cause significant interruptions in our operations. For instance, from time to time, we have experienced denial-of-service attacks on our systems that have made portions of our platform slow or unavailable for periods of time. There are numerous other potential forms of attack, such as phishing, account takeovers, malicious code injections, ransomware, and the attempted use of our platform to launch a denial-of-service attack against another party, each of which could cause significant interruptions in our operations or involve us in legal or regulatory proceedings. Accordingly, reductions in the availability and response time of our online platform could cause loss of substantial business volumes during the occurrence of any such attack on our systems and measures that we may take to divert suspected traffic in the event of such an attack could result in the diversion of bona fide customers. These issues are likely to become more difficult to manage as we expand the number of places where we operate and the variety of services we offer, and as the tools and techniques used in such attacks become more advanced and available. Successful attacks could result in negative publicity and damage to our reputation, and could prevent consumers from booking or visiting our platform during the attack, any of which could materially adversely affect our business, results of operations, and financial condition.

In the event of certain system failures, we may not be able to switch to back-up systems immediately and the time to full recovery could be prolonged. We have experienced system failures from time to time, which have not only placed increased burdens on our engineering staff, but also these outages can create, and have created, a significant amount of consumer questions and complaints that need to be addressed by our customer support team. Any unscheduled interruption in our service could result in an immediate and significant loss of revenue, an increase in customer support costs, and harm to our reputation, and could result in some consumers switching to our competitors. If we experience frequent or persistent system failures, our brand and reputation could be permanently and significantly harmed, and our business, results of operations, and financial condition could be materially adversely affected. While we have taken and continue to take steps to increase the reliability and redundancy of our systems, these steps are expensive and may not be completely effective in reducing the frequency or duration of unscheduled downtime. We do not carry business interruption insurance sufficient to compensate us for all losses that may occur.

In addition, we use both internally developed systems and third-party systems to operate our platform, including transaction and payment processing, and financial and accounting systems. If the number of consumers using our platform increases substantially, or if critical third-party systems stop operating as designed, we may need to significantly upgrade, expand, or repair our transaction and payment processing systems, financial and accounting systems, and other infrastructure. We may not be able to upgrade our systems and infrastructure to accommodate such conditions in a timely manner, and depending on the systems affected, our transaction and payment processing and financial and accounting systems could be impacted for a meaningful amount of time, which could materially adversely affect our business, results of operations, and financial condition.

Our business depends on the performance and reliability of the Internet, mobile, telecommunications network operators, and other infrastructures that are not under our control. As consumers increasingly use mobile devices, we also become dependent on consumers' access to the Internet through mobile carriers and their systems. Disruptions in Internet access, whether

generally, in a specific region or otherwise, could materially adversely affect our business, results of operations, and financial condition.

The continued proliferation of devices and platforms other than desktop computers creates challenges. If we are unable to operate effectively on these platforms, our business, results of operations, and financial condition could be materially adversely affected.

We anticipate that consumer use of mobile devices and platforms other than desktop computers will continue to grow and that usage of desktop computers will continue to decline. The functionality and user experiences associated with these alternative devices, such as a smaller screen size or lack of a screen, may make the use of our platform through such devices more difficult than through a desktop computer, lower the use of our platform, and make it more difficult for our homeowners to upload content to our platform. In addition, consumer purchasing patterns can differ on alternative devices, and it is uncertain how the continued proliferation of mobile devices will impact the use of our platform and services. Mobile consumers may also be unwilling to download multiple apps from multiple companies providing similar services and may opt to use one of our competitors' services instead of ours. As a result, brand recognition and the consumer experience with our mobile app will likely become increasingly important to our business. In addition, these new modalities create opportunities for device or systems companies, such as Amazon, Apple, and Google, to control the interaction with our consumers and disintermediate existing platforms such as ours.

We need to provide solutions for consumers who are limited in the size of the app they can support on their mobile devices and address latency issues in countries with lower bandwidth for both desktop and mobile devices. Because our platform contains data-intensive media, these issues are exacerbated. As new devices, operating systems, and platforms continue to be released, it is difficult to predict the problems we may encounter in adapting our offerings and features to them, and we may need to devote significant resources to the creation, support, and maintenance of our offerings and features.

Our success will also depend on the interoperability of our offerings with a range of third-party technologies, systems, networks, operating systems, and standards, including iOS and Android; the availability of our mobile apps in app stores and in "super-app" environments; and the creation, maintenance, and development of relationships with key participants in related industries, some of which may also be our competitors. In addition, if accessibility of various apps is limited by executive order or other government actions, the full functionality of devices may not be available to our customers. Moreover, third-party platforms, services and offerings are constantly evolving, and we may not be able to modify our platform to assure its compatibility with those of third parties. If we lose such interoperability, we may experience difficulties or increased costs in integrating our offerings into alternative devices or systems, or manufacturers or operating systems elect not to include our offerings, make changes that degrade the functionality of our offerings, or give preferential treatment to competitive products, the growth of our community and our business, results of operations, and financial condition could be materially adversely affected. This risk may be exacerbated by the frequency with which consumers change or upgrade their devices. In the event consumers choose devices that do not already include or support our platform or do not install our mobile apps when they change or upgrade their devices, our traffic and homeowner and guest engagement may be harmed.

If we are unable to adapt to changes in technology and the evolving demands of homeowners and guests, our business, our brand, market share, results of operations, and financial condition could be materially adversely affected.

The industries in which we compete are characterized by rapidly changing technology (including the use of AI), evolving industry standards, consolidation, frequent new offering announcements, introductions, and enhancements, and changing consumer demands and preferences. Our future success will depend, in part, on our ability to adapt our platform and services to evolving industry standards and local preferences and to continually innovate and improve the performance, features, and reliability of our platform and services in response to competitive offerings and the evolving demands of homeowners and guests. We believe our future success will also depend on our ability to adapt to emerging technologies. As a result, we intend to continue to spend significant resources maintaining, developing, and enhancing our technologies and platform; however, these efforts may be more costly than expected and may not be successful. For example, we may not make the appropriate investments in new technologies, which could materially adversely affect our business, results of operations, and financial condition. Further, technological innovation often results in unintended consequences such as bugs, vulnerabilities, and other system failures. Any such bug, vulnerability, or failure, especially in connection with a significant technical implementation or change, could result in lost business, harm to our brand or reputation, consumer complaints, and other adverse consequences, any of which could materially adversely affect our business, results of operations, and financial condition.

Furthermore, in the future, the competitive pressure to innovate could encompass a wider range of services and technologies, including services and technologies that may be outside of our historical core business, and our ability to keep pace may slow. Our current and potential competitors range from large and established companies to emerging start-ups. Emerging start-ups may be able to innovate and focus on developing a new product or service faster than we can or may foresee consumer need for new services or technologies before we do. Some of our larger competitors or potential competitors have more resources or

more established or varied relationships with consumers than we have, and they could use these advantages in ways that could affect our competitive position, including by making acquisitions, entering or investing in travel reservation businesses, investing in research and development and competing aggressively for highly skilled employees.

In addition, the widespread adoption of new internet, networking or telecommunications technologies or other technological changes could require us to incur substantial expenditures to modify or adapt our services or infrastructure to these new technologies, which could adversely affect our business, results of operations, and financial condition. Any failure to implement or adapt to new technologies in a timely manner or at all could adversely affect our ability to compete, increase our consumer acquisition costs or otherwise adversely affect our business, and therefore adversely affect our brand, market share, results of operations, and financial condition.

If we do not adequately protect our intellectual property rights and our data, our business, results of operations, and financial condition could be materially adversely affected.

We hold a broad collection of intellectual property rights, including registered domain names, registered and unregistered trademarks, service marks, copyrights, patents, trade secrets and other forms of intellectual property rights in the United States and in certain other countries. In the future, we may acquire or license additional patents or patent portfolios, or other intellectual property assets and rights, from third parties, which could require significant cash expenditures.

We rely on a combination of trademark, copyright, trade secret and patent laws, international treaties, our terms of service, other contractual provisions, user policies, restrictions on disclosure, technological measures, and confidentiality and inventions assignment agreements with our employees and consultants to protect our intellectual property assets from infringement and misappropriation. We also rely on unpatented proprietary technology. Despite our efforts to protect our proprietary rights, unauthorized parties may attempt to copy aspects of our technology or obtain and use information that we regard as proprietary. It is possible that others will independently develop the same or similar technology or otherwise obtain access to our unpatented technology. To protect our trade secrets and other proprietary information, we require employees, consultants, and independent contractors to enter into confidentiality agreements. However, such agreements may not be enforceable in full or in part in all jurisdictions and any breach could have a negative effect on our business and our remedy for such breach may be limited. If we are unable to maintain the proprietary nature of our technologies, our business would be materially adversely affected.

Furthermore, effective intellectual property protection may not be available in every country in which we operate or intend to operate our business. As such, there can be no assurance that others will not offer technologies, products, services, features, or concepts that are substantially similar to ours and compete with our business, or copy or otherwise obtain, disclose and/or use our brand, content, design elements, creative, editorial, and entertainment assets, or other proprietary information without authorization.

We may be unable to prevent third parties from seeking to register, acquire, or otherwise obtain or maintain trademarks, service marks, domain names, or social media handles that are similar to, infringe upon, violate, or diminish the value of our trademarks, service marks, copyrights, and other proprietary rights. Third parties have also obtained or misappropriated certain of our data through website scraping, robots, aggregating our data for their internal use, or by featuring or providing our data through their respective websites, and/or launched businesses monetizing this data. While we routinely employ technological, operational, and legal measures in an attempt to divert, halt, or mitigate such operations, we may not always be able to detect or halt the underlying activities as technologies used to accomplish these operations continue to rapidly evolve.

We believe our intellectual property assets and rights are essential to our business. If the protection of our proprietary rights and data is inadequate to prevent unauthorized infringement, use, violation or misappropriation by third parties, the value of our brand and other intangible assets may be diminished and competitors may be able to more effectively mimic our branding, technologies, offerings, or features or methods of operations. Even if we do detect infringements, violations or misappropriations and decide to enforce our rights, litigation may be necessary to enforce our rights, and any enforcement efforts we undertake could be time-consuming and expensive, could divert our management’s attention, and may result in a court determining that certain of our intellectual property rights are unenforceable. If we fail to protect our intellectual property and data in a cost-effective and meaningful manner, our competitive standing could be harmed; our homeowners,

guests, other consumers, and corporate and community partners could devalue the content of our platform; and our brand, reputation, business, results of operations, and financial condition could be materially adversely affected.

We have been, and may in the future be, subject to claims that we or others violated certain third-party intellectual property rights, which, even where meritless, can be costly to defend and could materially adversely affect our business, results of operations, and financial condition.

We have received in the past, and may receive in the future, communications from third parties, including practicing and non-practicing entities, claiming that we have infringed, misused, or otherwise misappropriated their intellectual property rights, including alleged patent infringement. Additionally, we have been, and may in the future be, involved in claims, suits, regulatory proceedings, and other proceedings involving alleged infringement, misuse, or misappropriation of third-party intellectual property rights, or relating to our intellectual property holdings and rights. Like many other companies, we frequently enter into agreements that include indemnification provisions related to intellectual property, which can subject us to costs and damages in the event of a claim against an indemnified party.

Claims involving intellectual property could subject us to significant liability for damages and could result in our having to stop using certain technologies, content, branding, domain names or business methods or practices found to be in violation of another party's rights. We might be required or may opt to seek a license for rights to intellectual property held by others, which may not be available on commercially reasonable terms, or at all. Even if a license is available, we could be required to pay significant royalties, which would increase our operating expenses. We may also be required to develop alternative non-infringing technology, content, branding, business methods, or practices. The development of alternative non-infringing technology or practices could require significant effort and expense and make us less competitive, or may not be technically feasible. Any of these results could materially adversely affect our ability to compete and our business, results of operations, and financial condition.

Furthermore, our exposure to risks associated with various intellectual property claims may increase as a result of acquisitions of other companies. Third parties may make infringement and similar or related claims after we have acquired a company or technology that had not been asserted prior to the acquisition. As a result, our business, results of operations, and financial condition could be materially and adversely affected as a result of the occurrence of any of the foregoing.

Our use of "open source" software could adversely impact the value or enforceability of our intellectual property in proprietary software, and materially adversely affect our business, results of operations, and financial condition, and affect our ability to offer our platform and services and subject us to costly litigation and other disputes.

We have in the past incorporated and may in the future incorporate "open source" software into our codebase as we continue to develop our platform and services. Certain open source software licenses require a user who intends to distribute the open source software as a component of the user's software to disclose publicly part or all of the source code to the user's software. The use and distribution of open source software may entail greater risks than the use of third-party commercial software, as open source licensors generally do not provide warranties or other contractual protections regarding infringement claims or the quality of the code. Open source software is generally licensed by its authors or other third parties under open source licenses. By the terms of such open source licenses, we could also be required to release the source code of our proprietary products or services, and to make our proprietary products or services available under open source licenses, if we combine and/or distribute our proprietary software with such open source software in a manner that triggers the obligation of the license. In addition to using open source software, we also license to others some of our software through open source projects. We could be subject to suits by parties claiming ownership of what we believe to be open source software or claiming noncompliance with open source licensing terms, including claims for infringement of intellectual property rights or for breach of contract. If we receive an allegation that we have violated an open source license, we may incur significant legal expenses, be subject to damages, be required to redesign our product to remove the open source software, or be required to publicly release certain portions of our proprietary source code, all of which could have a material impact on our business. Even in the absence of a claim, if we discover the use of open source software inconsistent with our practices, we could expend significant time and resources to replace the open source software or obtain a commercial license, if available. All of these risks are heightened by the fact that the ownership of or disclosure requirements regarding open source software can be uncertain, leading to litigation, and many of the licenses applicable to open source software have not been interpreted by courts, and these licenses could be construed to impose unanticipated conditions or restrictions on our ability to commercialize our products. Any use of open source software inconsistent with our policies or licensing terms could harm our business and financial position.

While we employ practices designed to monitor our compliance with the licenses of third-party open source software and protect our proprietary source code, there is a risk that we may incorporate open source software with unfavorable licensing terms, including the obligation to make our source code available for others to use or modify without compensation to us, or inadvertently use open source software, which is fairly common in software development in the Internet and technology

industries. Such inadvertent use of open source software could expose us to claims of non-compliance with the applicable terms of the underlying licenses, which could lead to unforeseen business disruptions, including being restricted from offering parts of our product that incorporate the software, being required to publicly release proprietary source code, being required to re-engineer parts of our code base to comply with license terms, or being required to extract the open source software at issue. Our exposure to these risks may be increased as a result of evolving our core source code base, introducing new offerings, integrating acquired-company technologies, or making other business changes, including in areas where we do not currently compete. Any of the foregoing could adversely impact the value or enforceability of our intellectual property, and materially adversely affect our business, results of operations, and financial condition.

We are subject to risks related to our use of AI in our business.

We believe that the use of AI and machine learning tools in our business, and the insights and functionality they can provide us, will become increasingly important to the efficiency of our business and to the value that our solutions deliver to our homeowners and guests. These emerging technologies are in the early stages of commercial use, and they present a number of risks inherent in their use, including public perception or reputational harm, inaccuracies, unintended biases and discriminatory outcomes, as well as potential legal concerns such as intellectual property protection and infringement, regulatory compliance and data security. While we are in the initial stages of using these technologies in our business, their use may result in liability and could cause us to incur additional costs to resolve such issues, which may harm our business and results of operations. Potential government regulation, including at the U.S. state level, related to AI use and ethics may also increase the burden and cost of research and development in this area, and failure to properly remediate AI usage or ethics issues may cause public confidence in AI to be undermined, which could slow the adoption of AI in our offerings. The rapid evolution of AI will require the application of resources to develop, test and maintain our products and services to help ensure that AI is implemented ethically in order to minimize unintended, harmful impact. In addition, we cannot predict future developments in AI and related impacts on our business and our industry. If we are unable to successfully adapt to new developments related to AI, our business, results of operations, and financial position could be negatively impacted.

Risks Related to Other Legal and Regulatory Matters

Laws, regulations, and rules that affect the short-term rental business have limited, and may continue to limit, the ability or willingness of homeowners to rent through Vacasa and expose our homeowners or us to significant penalties, which have had, and could continue to have, a material adverse effect on our business, results of operations, and financial condition.

There have been and continue to be legal and regulatory developments that affect the short-term rental business. Hotels and groups affiliated with hotels have engaged and will likely continue to engage in various lobbying and political efforts for stricter regulations governing our business model in both local and national jurisdictions. Other private groups, such as homeowners, landlords, and condominium and neighborhood associations, have adopted contracts or regulations that purport to ban or otherwise restrict short-term or seasonal vacation rentals, and third-party lease agreements between landlords and tenants, home insurance policies, and mortgages may prevent or restrict the ability of homeowners to list their spaces. These groups and others cite concerns around affordable housing and over-tourism in major cities, and some state and local governments have implemented or have considered implementing rules, ordinances, or regulations governing the short-term rental of properties. Such regulations include ordinances that restrict or ban homeowners from short-term rentals, set annual caps on the number of days homeowners can share their homes, require homeowners to register with the municipality or city, or require homeowners to obtain permission before offering short-term rentals. In addition, some jurisdictions regard short-term rental as “hotel use” and claim that such use constitutes a conversion of a residential property to a commercial property requiring a permitting process.

Additionally, any adoption or amendments to any rules, regulations or laws requiring the Company to modify its guest fee structure or the way it presents its fees to guests could be difficult or costly to implement, and such implementation could negatively impact our site conversion rate, and those of our distribution partners, and, therefore, our revenue.

Macroeconomic pressures and public policy concerns could continue to lead to new laws and regulations, or interpretations or reinterpretations of existing laws and regulations, that limit the ability of homeowners to rent out their homes. If laws, regulations, rules, or agreements significantly restrict or discourage homeowners in certain jurisdictions from renting their properties, it would have a material adverse effect on our business, results of operations, and financial condition.

While a number of cities and counties have implemented legislation to address short-term rentals, there are many others that have not addressed or are not yet explicitly enforcing short-term rental laws, and could follow suit and enact or enforce regulations. New laws, regulations, government policies, or changes in their interpretations or changes in enforcement of laws in the markets where we operate could present significant challenges and uncertainties. In the event of any such changes, we may be unable to operate in some jurisdictions, our short-term rental properties could be limited, current and future rental listings and bookings could decline significantly, and our relationship with our homeowners and guests could be negatively

impacted, which would have a materially adverse effect on our business, results of operations, financial condition and reputation.

Certain jurisdictions have adopted laws and regulations that seek to impose lodging taxes, often known as transient or occupancy taxes, on our guests, collection and remittance obligations on our homeowners and/or us, and withholding obligations on us, as more fully described in our risk factor titled "Uncertainty in the application of taxes to our homeowners, guests, or platform could increase our tax liabilities and may discourage homeowners and guests from conducting business on our platform." In addition, we are subject to regulations with respect to short-term rentals, owner registration, licensing, and other requirements for the listing of accommodations, such as real estate broker or agent real estate licenses and travel agency licenses in some jurisdictions. We have been, and may continue to be, subject to audits and inquiries relating to these activities, and we could be held liable, incur financial and potential criminal penalties or be prohibited from operating in certain jurisdictions if we are found to have not complied with any of these requirements, which could have a material adverse effect on our business, results of operations, and financial condition.

In addition, we expect there will be increasing regulation, disclosure-related and otherwise, with respect to environmental, social and governance matters, and increased regulatory scrutiny as a result, which will likely lead to increased compliance costs and many of the other the risks identified above.

We have historically taken a very limited role in advocacy, but we may in the future determine that it is necessary for us to increase our efforts to defend against the application of laws and regulations that limit our ability to do business and we cannot guarantee we would be successful in those efforts. Further, if we or our homeowners and guests were required to comply with laws and regulations, government requests, or agreements with government agencies that adversely impact our relations with homeowners and guests, our business, results of operations, and financial condition would be materially adversely affected. Moreover, if we enter an agreement with a government or governmental agency to resolve a dispute, the terms of such agreement will likely be publicly available and could create a precedent that may put us in a weaker bargaining position in future disputes with other governments.

We are subject to a wide variety of complex, evolving, and sometimes inconsistent and ambiguous laws and regulations that may adversely impact our operations and discourage homeowners and guests from using our services, and that could cause us to incur significant liabilities, including fines and criminal penalties, which could have a material adverse effect on our business, results of operations, and financial condition.

Complying with the laws and regulations of different jurisdictions that impose varying standards and requirements is burdensome for businesses like ours, imposes added cost, increases potential liability to our business, and makes it more difficult to realize business efficiencies and economies of scale. For example, we incur significant operational costs to comply with requirements of jurisdictions and cities that have disparate requirements around tax collection, tax reporting, owner registration, limits on lengths of stays, landlord-tenant laws and other regulations, each of which require us to dedicate significant resources to provide the infrastructure and tools needed on and outside our platform for our homeowners to meet these legal requirements and for us to fulfill any obligations we may have. The complexity of our services and changes required to comply with the large number of disparate and constantly evolving requirements can lead to compliance gaps if our internal resources cannot keep up with the pace of regulatory change and new requirements imposed on our platform or services, or if our platform does not work as intended or has errors or bugs, or if the manual processes we put in place to comply with certain requirements are not followed properly or at all.

While we endeavor to monitor the changing legal landscape relating to short-term rentals and longer seasonal rentals, it may be difficult or impossible for us to investigate or evaluate laws or regulations in all cities, countries, and regions in which we do business. The application of existing laws and regulations to our business and platform can be unclear, may be difficult for homeowners, guests, and us to understand and apply, and are subject to change, as governments or government agencies seek to apply legacy systems of laws or adopt new laws to new online business models in the travel and accommodations industries, including ours. Uncertain and unclear application of such laws and regulations to homeowner and guest activity and our platform and services could cause and has caused some homeowners and guests to leave or choose not to use our platform, reduce supply and demand for our platform and services, increase the costs of compliance with such laws and regulations, and increase the threat of litigation or enforcement actions related to our platform and services, all of which would materially adversely affect our business, results of operations, and financial condition. See also our risk factor titled "We could face liability for information or content on, or accessible through, our platform."

There are laws that apply to us, and there are laws that apply to our homeowners and/or guests, and we have limited means of enforcing or ensuring the compliance of our homeowners and guests with all applicable legal requirements. Certain governments have attempted, and may attempt in the future, to hold us responsible for laws that apply to our homeowners and/or guests. Whether applicable to us, our homeowners, and/or our guests, the related consequences arising out of such

laws and regulations, including costs of complying with audits, and penalties for violations of and costs to maintain compliance with such laws and regulations, have had and could continue to have a material adverse effect on our reputation, business, results of operations, and financial condition.

Our measures, or any future measures we adopt, to comply and to help homeowners comply with changing laws and regulations could increase friction on our platform, reduce the number of listings available on our platform from homeowners and bookings by guests, and could reduce the activity of homeowners and guests on our platform. We may be subject to additional laws and regulations, which could require significant changes to our platform that discourage homeowners and guests from using our platform.

In addition to laws and regulations directly applicable to the short-term rental and longer seasonal business as discussed in our risk factor titled "Laws, regulations, and rules that affect the short-term rental business have limited, and may continue to limit, the ability or willingness of homeowners to rent through Vacasa and expose our homeowners or us to significant penalties, which have had, and could continue to have, a material adverse effect on our business, results of operations, and financial condition," we are subject to laws and regulations governing our business practices, the Internet, e-commerce, and electronic devices, including those relating to taxation, privacy and data collection, data protection and security, pricing, content, advertising, discrimination, consumer protection, protection of minors, copyrights, distribution, messaging, mobile communications, electronic device certification, electronic waste, electronic contracts, communications, Internet access, competition, and unfair commercial practices. We are also subject to laws and regulations governing the provision of online payment services, the design and operation of our platform, and the operations, characteristics, and quality of our platform and services.

To address the COVID-19 pandemic, many jurisdictions adopted laws, rules, regulations, and/or decrees, including implementing travel restrictions, restricting access to city centers, limiting accommodation offerings in surrounding areas, or limiting social mobility and gatherings. Governments, corporations, and other authorities may implement similar restrictions or policies in response to future events that could restrict the ability of our homeowners and guests to participate on our platform.

There is increased governmental interest in regulating technology companies in a number of areas including privacy, tax, mandatory fees and consumer pricing, data localization and data access, algorithm-based discrimination, and competition. In addition, climate change and greater emphasis on sustainability could lead to regulatory efforts to address the carbon impact of housing and travel. In addition, we could face risks related to compliance with insurance regulations. As a result, governments may enact new laws and regulations and/or view matters or interpret laws and regulations differently than they have in the past, and in a manner that could materially adversely affect our business, results of operations, and financial condition.

Any new or existing laws and regulations applicable to existing or future business areas, including amendments to or repeal of existing laws and regulations, or new interpretations, applications, or enforcement of existing laws and regulations, could expose us to substantial liability, including significant expenses necessary to comply with such laws and regulations, and materially adversely impact bookings on our platform, thereby materially adversely affecting our business, results of operations, and financial condition. Our current and future efforts to influence legislative and regulatory proposals have an uncertain chance of success, could be limited by laws regulating lobbying or advocacy activity in certain jurisdictions, and even if successful, could be expensive and time-consuming, and could divert the attention of management from our core business operations.

We rely on a mix of independent contractors and employees to provide operational services to us, and any potential reclassification of independent contractors as deemed employees could adversely affect our business, results of operations, and financial condition.

We rely on a mix of independent contractors and employees to provide operational services to our business. The state of the law regarding independent contractor status varies from jurisdiction to jurisdiction and is subject to change based on court decisions and regulation. Regulatory authorities and other parties have increasingly asserted within several industries that certain independent contractors should be classified as employees. As a result, there is significant uncertainty regarding the future of the worker classification regulatory landscape. It is possible that legislative, judicial and regulatory (including tax) authorities may introduce proposals or assert interpretations of existing rules and regulations that would change the classification of a significant number of independent contractors doing business with us from independent contractor to employee. In addition, we could also be involved in lawsuits and claims that assert that certain independent contractors should be classified as our employees. Adverse determinations regarding the status of any of our independent contractors, or the enactment of rules and regulations (or changes in the interpretations of existing rules and regulations) that lead to the reclassification of such independent contractors as employees, would result in a significant increase in employment-related

costs, such as wages, benefits and taxes, and may subject us to potential penalties, any of which would adversely affect our business, results of operations, and financial condition.

We are subject to regulatory audits, inquiries, litigation, and other disputes from time to time which have in the past materially adversely affected, and may in the future materially adversely affect, our business, results of operations, and financial condition.

We have been, and expect to continue to be, a party to various legal and regulatory claims, litigation or pre-litigation disputes, and proceedings arising in the normal course of business, and as a result of actions such as the Reorganization. The number and significance of these claims, disputes, and proceedings have increased as our Company has grown larger, the number of bookings has increased, awareness of our brand has grown, our presence on well-known platforms has increased, and the scope and complexity of our business has expanded, and we expect the number and significance of these claims, disputes and proceedings will continue to increase in the future.

We have been, and expect to continue to be, subject to various government audits, inquiries, investigations, and proceedings related to legal and regulatory requirements such as compliance with laws related to short-term rentals, tax, consumer protection, pricing, advertising, discrimination, data protection, data sharing, payment processing, trust compliance, privacy, and competition. In many cases, these inquiries, investigations, and proceedings can be complex, time-consuming, costly to investigate, and require significant company and management attention. For certain matters, we are implementing recommended changes to our products, operations, and compliance practices and removal of noncompliant listings and homes from our service. We are unable to predict the outcomes and implications of such audits, inquiries, investigations, and proceedings on our business, and such audits, inquiries, investigations, and proceedings could result in large fines and penalties, require changes to our products and operations, restrict our ability to operate in certain regions and materially adversely affect our brand, reputation, business, results of operations, and financial condition. In some instances, applicable laws and regulations do not yet exist or are being adapted and implemented to address certain aspects of our business, and such adoption or change in their interpretation could further alter or impact our business and subject us to future government audits, inquiries, investigations, and proceedings.

Legal claims have been asserted against us for alleged discriminatory conduct undertaken by homeowners against certain guests (such as conduct relating to acceptance of service animals), and for our own platform policies or business practices. Changes to the interpretation of the applicability of fair housing, civil rights or other statutes to our business or the conduct of our users could materially adversely impact our business, results of operations, and financial condition. We may also become more vulnerable to third-party claims as U.S. laws such as the Digital Millennium Copyright Act ("DMCA") and the Stored Communications Act, and non-U.S. laws such as the European E-Commerce Directive, are interpreted by the courts or otherwise modified or amended, as our platform and services to our homeowners and guests continue to expand, and if we expand geographically into jurisdictions where the underlying laws with respect to the potential liability of online intermediaries such as ourselves are either unclear or less favorable.

In addition, we face claims and litigation relating to fatalities, shootings, other violent acts, illness (including COVID-19), cancellations and refunds, personal injuries, fatalities, property damage, carbon monoxide incidents, homeowner disputes, guest overstays, privacy violations and other allegations arising out of or in connection with the rental of properties that we manage. We also have faced putative class action litigation and government inquiries, and could face additional litigation and government inquiries and fines relating to our business practices, cancellations and other consequences due to natural disasters or other unforeseen events beyond our control such as wars, regional hostilities, health concerns, including epidemics and pandemics such as COVID-19, or law enforcement demands and other regulatory actions.

In addition, in the ordinary course of business, we have been party to disputes that allege we have infringed third parties' intellectual property or in which we agree to provide indemnification to third parties with respect to certain matters, including losses arising from our breach of such agreements or from intellectual property infringement claims, or where we make other contractual commitments to third parties. We also have indemnification agreements with certain of our directors and executive officers that require us, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers. We may be subject to litigation stemming from these obligations.
Adverse results in any regulatory audit, inquiry, litigation, legal proceedings, or claims may include awards of potentially significant monetary damages, including statutory damages for certain causes of action in certain jurisdictions, penalties, fines, injunctive relief, royalty or licensing agreements, or orders preventing us from offering certain services in a region or state. Moreover, many regulatory audits, inquiries, litigation, legal proceedings, or claims are resolved by settlements that can include both monetary and non-monetary components. Adverse results or settlements may result in changes in our business practices in significant ways, increased operating and compliance costs, and a loss of revenue. In addition, any litigation or pre-litigation claims against us, whether or not meritorious, are time-consuming, require substantial expense, and could result in the diversion of significant operational resources. We use various software platforms that, in some instances, have limited

functionality, which may impede our ability to retrieve records in the context of a governmental audit, inquiry or litigation. In addition, our insurance may not cover all potential claims to which we are exposed and may not be adequate to indemnify us for all liability that may be imposed. We expect regulatory audits, inquiries, litigation, legal proceedings, and other claims will continue to consume significant company resources and adverse results in future matters could materially adversely affect our business, results of operations, and financial condition.

We could face liability for information or content that is on, or accessible through, our platform.

We could face claims relating to information or content that is published or made available on our platform. We generally manage the content that is posted on our site as part of our vacation rental management services. As such, we are exposed to potential claims of defamation, disparagement, negligence, warranty, personal harm, intellectual property infringement, and other alleged damages that could be asserted against us, in addition to our homeowners and guests.

While we rely on a variety of statutory and common-law frameworks and defenses, including those provided by the DMCA and the fair-use doctrine in the United States, differences among statutes, limitations on immunity, requirements to maintain immunity, and moderation efforts in the many jurisdictions in which we operate may affect our ability to rely on these frameworks and defenses, or may create uncertainty regarding liability for information or content on our platform. Moreover, regulators in the United States and in other countries may introduce new regulatory regimes that increase potential liability for information or content available on our platform.

Because liability often flows from information or content on our platform and/or services accessed through our platform, as we continue to expand our offerings, tiers, and scope of business, both in terms of the range of offerings and services and geographical operations, we may face or become subject to additional or different laws and regulations. Our potential liability for information or content created by third parties and posted to our platform could require us to implement additional measures to reduce our exposure to such liability, may require us to expend significant resources, may limit the desirability of our platform to homeowners and guests, may cause damage to our brand and reputation, and may cause us to incur time and costs defending such claims in litigation, thereby materially adversely affecting our business, results of operations, and financial condition.

In the European Union, the Consumer Rights Directive and the Unfair Commercial Practices Directive harmonized consumer rights across the EU member states. If consumer protection regulators find that we are in breach of consumer protection laws, we may be fined or required to change our terms and processes, which may result in increased operational costs. Consumers and certain consumer protection associations may also bring individual claims against us if they believe that our terms and/or business practices are not in compliance with local consumer protection laws. Currently, class actions may also be brought in certain countries in the European Union, and the Collective Redress Directive will extend the right to collective redress across the European Union.

We are subject to governmental economic and trade sanctions laws and regulations that limit the scope of our offering. Additionally, failure to comply with applicable economic and trade sanctions laws and regulations could subject us to liability and negatively affect our business, results of operations, and financial condition.

We are required to comply with economic and trade sanctions administered by governments where we operate, including the U.S. government (including, without limitation, regulations administered and enforced by the Office of Foreign Assets Control ("OFAC") and the U.S. Department of State). These economic and trade sanctions prohibit or restrict transactions to or from or dealings with certain specified countries, regions, their governments and, in certain circumstances, their nationals, and with individuals and entities that are specially designated, such as individuals and entities included on OFAC's List of Specially Designated Nationals or other sanctions measures. Any future economic and trade sanctions imposed in jurisdictions where we have significant business could materially adversely impact our business, results of operations, and financial condition. Our ability to track and verify transactions and otherwise comply with these regulations require a high level of internal controls, and we cannot guarantee that we have not engaged in dealings with persons sanctioned under applicable sanctions laws. Any non-compliance with economic and trade sanctions laws and regulations or related investigations could result in claims or actions against us and materially adversely affect our business, results of operations, and financial condition. As our business continues to grow and regulations change, we may be required to make additional investments in our internal controls or modify our business.

We have operations in countries known to experience high levels of corruption and any violation of anti-corruption laws could subject us to penalties and other adverse consequences.

We are subject to the U.S. Foreign Corrupt Practices Act ("FCPA") and other laws in the United States and elsewhere that prohibit improper payments or offers of payments to foreign governments and their officials, political parties, state-owned or

controlled enterprises, and/or private entities and individuals for the purpose of obtaining or retaining business. We have operations in and deal with countries known to experience corruption. Our activities in these countries create the risk of unauthorized payments or offers of payments by one of our employees, contractors, agents, or users that could be in violation of various laws, including the FCPA and anti-bribery laws in these countries. We have implemented policies, procedures, systems, and controls designed to ensure compliance with applicable laws and to discourage corrupt practices by our employees, consultants, and agents, and to identify and address potentially impermissible transactions under such laws and regulations; however, our existing and future safeguards, including training programs to discourage corrupt practices by such parties, may not prove effective, and we cannot ensure that all such parties, including those that may be based in or from countries where practices that violate U.S. or other laws may be customary, will not take actions in violation of our policies, for which we may be ultimately responsible. Additional compliance requirements may require us to revise or expand our compliance programs, including the procedures we use to monitor international and domestic transactions. Failure to comply with any of these laws and regulations may result in extensive internal or external investigations as well as significant financial penalties and reputational harm, which could materially adversely affect our business, results of operations, and financial condition.

Our Certificate of Incorporation provides that the doctrine of "corporate opportunity" will not apply with respect to any director or stockholder who is not employed by us or our subsidiaries.

The doctrine of corporate opportunity generally provides that a corporate fiduciary may not develop an opportunity using corporate resources, acquire an interest adverse to that of the corporation or acquire property that is reasonably incident to the present or prospective business of the corporation or in which the corporation has a present or expectancy interest, unless that opportunity is first presented to the corporation and the corporation chooses not to pursue that opportunity. The doctrine of corporate opportunity is intended to preclude officers, directors and other fiduciaries from personally benefiting from opportunities that belong to the corporation. Our Certificate of Incorporation provides that the doctrine of "corporate opportunity" does not apply with respect to any stockholder or director (other than any director who is also an officer) of Vacasa, Inc. (each, an "Exempted Person").

The Exempted Persons will therefore have no duty to communicate or present corporate opportunities to us, and will have the right to either hold any corporate opportunity for their own account and benefit or to recommend, assign or otherwise transfer such corporate opportunity to persons other than us, including to any other director or stockholder who is not employed by us or our subsidiaries.

As a result, the Exempted Persons will generally not be prohibited from operating or investing in competing businesses. We therefore may find ourselves in competition with any one or more of these parties, and we may not have knowledge of, or be able to pursue, transactions that could potentially be beneficial to us. To the extent we find ourselves in competition with Exempted Persons, we may lose a corporate opportunity or suffer competitive harm, which could negatively impact our business, results of operations, financial condition, or prospects.

Risks Related to Ownership of our Class A Common Stock

Our focus on the long-term best interests of our Company and our consideration of all of our stakeholders, including our stockholders, homeowners, guests, employees, the communities in which we operate, and other stakeholders that we may identify from time to time, may conflict with short- or medium-term financial interests and business performance, which may negatively impact the value of our Class A Common Stock.

We believe that focusing on the long-term best interests of our Company and our consideration of all of our stakeholders, including our stockholders, homeowners, guests, employees, the communities in which we operate, and other stakeholders we may identify from time to time, is essential to the long-term success of our Company and to long-term stockholder value. Therefore, we have made decisions, and may in the future make decisions, that we believe are in the long-term best interests of our Company and our stockholders, even if such decisions may negatively impact the short- or medium-term performance of our business, results of operations, and financial condition or the short- or medium-term performance of our Class A Common Stock. Our commitment to pursuing long-term value for the company and its stockholders, potentially at the expense of short- or medium-term performance, may materially adversely affect the trading price of our Class A Common Stock, including by making owning our Class A Common Stock less appealing to investors who are focused on returns over a shorter time horizon. Our decisions and actions in pursuit of long-term success and long-term stockholder value, which may include changes to our platform to enhance the experience of our homeowners, guests, and the communities in which we operate, including by improving the trust and safety of our platform, changes in the manner in which we deliver customer support, investing in our relationships with our homeowners, guests, and employees, investing in and introducing new products and services, or changes in our approach to working with local or national jurisdictions on laws and regulations governing our business, or the

Reorganization, may not result in the long-term benefits that we expect, in which case our business, results of operations, and financial condition, as well as the trading price of our Class A Common Stock, could be materially adversely affected.

Our principal stockholders and holders of the Convertible Notes have significant influence over us, including over decisions that require the approval of stockholders, and their interests may conflict with the interests of other stockholders.

On June 7, 2023, we entered into four individual director designation agreements (collectively, the "Director Designation Agreements" and each a "Director Designation Agreement") with (i) SLP Venice Holdings, L.P. and SLP V Venice Feeder I, L.P. (together with their affiliates, the "Silver Lake Stockholders"); (ii) RW Vacasa AIV LP, RW Industrious Blocker LP, Riverwood Capital Partners II (Parallel-B) L.P., RCP III Vacasa AIV, L.P., RCP III Blocker Feeder LP, Riverwood Capital Partners III (Parallel-B) L.P., RCP III (A) Blocker Feeder LP and RCP III (A) Vacasa AIV L.P. (together with their affiliates, the "Riverwood Stockholders"); (iii) LEGP I VCS, LLC, LEGP II VCS, LLC, Level Equity Opportunities Fund 2015, L.P., Level Equity Opportunities Fund 2018, L.P., Level Equity - VCS Investors, LLC and LEGP II AIV(B), L.P. (together with their affiliates, the "Level Equity Stockholders"); and (iv) Mossytree Inc. (together with its affiliates, the "EB Stockholders"). The Director Designation Agreement with the EB Stockholders terminated on February 15, 2024 in accordance with its terms, as the EB Stockholders ceased to beneficially own the requisite amount of Shares (as defined therein).

In the aggregate, as of December 31, 2024, the Silver Lake Stockholders, the Riverwood Stockholders, and the Level Equity Stockholders controlled approximately 46% of the combined voting power of our Common Stock as a result of their ownership of Class A Common Stock and Class B Common Stock. The Director Designation Agreements contain director nominations rights so long as each holder continues to hold prescribed amounts of our Common Stock. Based on a Form 13D/A filed by DK on August 9, 2024, DK beneficially owned shares of our Class A Common Stock, representing approximately 19.99% of our Class A Common Stock outstanding as of June 30, 2024 after giving effect to the Change of Control Rules as defined in that filing, which percentage includes shares of Class A Common Stock issuable upon the conversion of the Convertible Notes. As a result, these stockholders and their affiliates have significant influence over the management and affairs of our Company and, if they were to decide to act together, would have the ability to control the outcome of matters submitted to our stockholders for approval, including the election of directors and the approval of significant corporate transactions, including any merger, consolidation or sale of all or substantially all of our assets and the issuance or redemption of equity interests in certain circumstances. The interests of one or more of these stockholders may not always coincide with, and in some cases may conflict with, our interests and the interests of our other stockholders. For instance, these stockholders could attempt to delay or prevent a change in control of our Company, even if such change in control would benefit our other stockholders, which could deprive our stockholders of an opportunity to receive a premium for their common stock. This concentration of ownership may also affect the prevailing market price of our common stock due to investors' perceptions that conflicts of interest may exist or arise. As a result, this concentration of ownership may not be in the best interests of other stockholders.

In addition, because the Silver Lake Stockholders, the Riverwood Stockholders, and the Level Equity Stockholders hold part of their economic interest in our business through OpCo, rather than through Vacasa, Inc., and may hold rights to receive payments under the Tax Receivable Agreement, their interests may further conflict with the interests of holders of Class A Common Stock if the Merger Agreement is terminated prior to the Merger Closing. For example, such holders may have different tax positions from us, which could influence their decisions regarding whether and when we should dispose of assets or incur new or refinance existing indebtedness, and whether and when we should undergo certain changes of control within the meaning of the Tax Receivable Agreement or terminate the Tax Receivable Agreement. In addition, the structuring of future transactions may take into consideration these tax or other considerations even where no similar benefit would accrue to us. These holders' significant ownership in and influence over us may discourage someone from making a significant equity investment in us, or could discourage transactions involving a change in control, including transactions in which holders of shares of our Class A Common Stock might otherwise receive a premium for their shares over the then-current market price.

The trading price of the shares of our Class A Common Stock may be volatile, and holders of our Class A Common Stock could incur substantial losses.

Our stock price has been, and may continue to be, volatile. The stock market has experienced extreme volatility that has often been unrelated to the operating performance of particular companies. As a result of this volatility, investors may not be able to

sell our Class A Common Stock at or above the price paid for the shares. The market price for our Class A Common Stock may be influenced by many factors, including:

- actual or anticipated variations in our operating results;
- changes in financial estimates by us or by any securities analysts who might cover our stock;
- conditions or trends in our industry;
- stock market price and volume fluctuations of comparable companies;
- announcements by us or our competitors of new product or service offerings, significant acquisitions, strategic partnerships or divestitures;
- announcements of investigations or regulatory scrutiny of our operations or lawsuits filed against us;
- investors' general perception of our Company and our business, including as a result of the Reorganization;
- changes in financial markets or general economic conditions, including the effects of a recession or slow economic growth in the U.S. or abroad, interest rates, fuel prices, currency fluctuations, corruption, political instability, acts of war, including impacts from the Ukraine-Russia and Israel-Hamas conflicts and escalations thereof, or similar macroeconomic conditions and concerns;
- conversions of the Convertible Notes into shares of Class A Common Stock;
- recruitment or departure of key personnel; and
- sales of our Class A Common Stock, including sales by our directors and officers or specific stockholders.

In the past, following periods of volatility in the overall market and the market price of a company's securities, securities class action litigation has often been instituted against these companies. Such litigation, if instituted against us, could result in substantial costs and a diversion of our management's attention and resources.

Future sales of our Class A Common Stock in the public market could cause the market price of our Class A Common Stock to decline significantly, even if our business is doing well.

The ownership of a substantial amount of our Class A Common Stock is concentrated with limited number of holders. Furthermore, the holders ("OpCo Unitholders") of common units of OpCo ("OpCo Units"), other than Vacasa, Inc., have the right, pursuant to the Fourth Amended and Restated Limited Liability Company Agreement of OpCo, to cause OpCo to acquire all or a portion of their vested OpCo Units, which may be settled for, at our election, shares of Class A Common Stock at a redemption ratio of one share of Class A Common Stock for each OpCo Unit redeemed (subject to conversion rate adjustments for stock splits, stock dividends and reclassification) or an equivalent amount of cash and, in each case, the cancellation of an equal number of shares of such OpCo Unitholder's Class B Common Stock. In addition, the Convertible Notes are convertible at the option of the holders thereof into shares of our Class A Common Stock, and any conversions of the Convertible Notes will dilute the ownership interests of existing stockholders. Any shares of Class A Common Stock we may issue in connection with such redemptions or conversions will also be eligible for sale in the public market, subject to compliance with applicable securities laws. The market price of our Class A Common Stock could decline significantly if the holders of these shares sell them or are perceived by the market as intending to sell them. These sales, or the possibility that these sales may occur, might also make it more difficult for us to raise capital through the issuance and sale of equity securities in the future at a time and at a price that we deem appropriate.

We are an "emerging growth company" within the meaning of the Securities Act, and as a result of the reduced disclosure and governance requirements applicable to emerging growth companies, our Class A Common Stock may be less attractive to investors.

We are an "emerging growth company," as defined in the Jumpstart Our Business Startups Act of 2012 ("JOBS Act"), and we may take advantage of certain exemptions and relief from various reporting requirements that are applicable to other public companies that are not "emerging growth companies." In particular, while we are an "emerging growth company," we will not be required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act; we are exempt from any rules that could be adopted by the Public Company Accounting Oversight Board requiring mandatory audit firm rotations or a supplement to the auditor's report on financial statements; we are subject to reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements; and we are not required to hold non-binding advisory votes on executive compensation.

We may be an "emerging growth company" until December 31, 2026, though we may cease to be an "emerging growth company" earlier under certain circumstances, including: (i) the last day of the fiscal year in which (a) we have total annual gross revenue of at least $1.235 billion, or (b) the market value of our common equity that is held by non-affiliates exceeds

$700 million as of the last business day of our most recently completed second fiscal quarter; and (ii) the date on which we have issued more than $1.00 billion in non-convertible debt securities during the prior three-year period.

The exact implications of the JOBS Act are subject to interpretation and guidance by the SEC and other regulatory agencies, and we cannot ensure that we will be able to take advantage of all of the benefits of the JOBS Act. In addition, investors may find our Class A Common Stock less attractive to the extent we rely on the exemptions and relief granted by the JOBS Act. If some investors find our Class A Common Stock less attractive as a result, there may be a less active trading market for our Class A Common Stock and our stock price may decline or become more volatile.

We do not anticipate paying any cash dividends on our Class A Common Stock in the foreseeable future.

We currently intend to retain our future earnings, if any, to fund the development and growth of our business. In addition, the terms of our Revolving Credit Facility restrict our ability to pay dividends, and the terms of any future debt agreements we may enter into are likely to contain similar restrictions. As a result, capital appreciation, if any, of our Class A Common Stock will be the sole source of gain for the foreseeable future.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Cybersecurity Risk Management and Strategy

Vacasa has developed and implemented a cybersecurity risk management program intended to protect the confidentiality, integrity, and availability of our critical IT Systems and information, including personal data.

Vacasa has designed its cybersecurity risk management program based upon the National Institute of Standards and Technology Cybersecurity Framework ("NIST CSF"). This does not imply that we meet any particular technical standards, specifications, or requirements, other than those required by regulation and/or contractual obligation, only that we use the NIST CSF as a guide to help us identify, assess, and manage cybersecurity risks relevant to our business.

Vacasa's cybersecurity risk management program is integrated into our overall enterprise risk management program, and shares common methodologies, reporting channels and governance processes that apply across the enterprise risk management program to other legal, compliance, strategic, operational, and financial risk areas.

Key elements of our cybersecurity risk management program include, but are not limited to, the following:

a. risk assessments designed to help identify material cybersecurity risks to our critical systems, information, products, services, and our broader enterprise IT environment;

b. a dedicated security team principally responsible for managing (1) cybersecurity risk assessment processes, (2) security controls, and (3) response to cybersecurity incidents;

c. the use of external service providers, where appropriate, to assess, test or otherwise assist with aspects of our security controls;

d. systems, including technical, administrative, and physical controls, for protecting IT Systems and monitoring for cybersecurity risks and incidents;

e. cybersecurity education and awareness training of our employees, incident response personnel, and senior management;

f. a cybersecurity incident response plan that includes procedures for responding to cybersecurity incidents; and

g. a third-party risk management process for key service providers, suppliers, and vendors based on our assessment of their criticality to our operations and respective risk profile.

Vacasa has not identified risks from known cybersecurity threats, including as a result of any prior cybersecurity incidents, that have materially affected, including our operations, business strategy, results of operations, or financial condition. We face

certain ongoing risks from cybersecurity threats that, if realized, are reasonably likely to materially affect us, including our operations, business strategy, results of operations, or financial condition.

Cybersecurity Governance

The Board considers cybersecurity risk as part of its risk oversight function and has delegated to its Audit Committee oversight of cybersecurity and other information technology risks. The Audit Committee oversees management's implementation of our cybersecurity risk management program.

The Audit Committee receives regular reports from management on our cybersecurity risks. In addition, management updates the Audit Committee, as necessary, regarding significant cybersecurity incidents.

The Audit Committee reports to the full Board regarding its activities, including those related to cybersecurity. The full Board also receives briefings from management on our cybersecurity risk management program. Board members receive presentations on cybersecurity topics from Vacasa's Vice President of Information Technology and Information Security, internal security staff, or external experts as part of the Board's continuing education on topics that impact public companies.

Vacasa's management team, including the Vice President of Information Technology and Information Security, has overall responsibility for assessing and managing our material risks from cybersecurity threats. The Information Security Team, led by our Chief Technology Officer and our Vice President of Information Technology and Information Security, is primarily responsible for Vacasa's overall cybersecurity risk management program in collaboration with other key members of Vacasa's organization. Our Chief Technology Officer ("CTO") and Vice President of Information Technology and Information Security ("VP InfoSec") collectively possess experience in leading information security organizations and technical environments at public companies and in highly regulated industries such as Financial, Healthcare, and the Federal Government. This includes, but is not limited to, responsibility for the following areas: Information Security Audit, Security Operations, Application Security, security awareness training and education. Our CTO has more than 30 years of experience leading technical engineering teams. He previously served as CTO of Accolade, and spent more than two decades with Microsoft in diverse roles spanning engineering, product development and technology management. Our VP InfoSec has 15 years of experience as an information security professional in the private sector and previously served as a security professional in the United States Navy. He has led security organizations for three public technology companies including nine years as Chief Information Security Officer or equivalent.

Item 2. Properties

We lease corporate offices in Portland, Oregon, which is the location of our corporate headquarters. In addition, we own and lease regional offices and other facilities in various locations in the United States and internationally as necessary or desirable for us to support our central operations and to facilitate our operations at the local levels. We believe our offices and facilities are adequate and suitable for our current needs.

Item 3. Legal Proceedings

The information set forth under Note 21, *Commitments and Contingencies* to our consolidated financial statements included in Part II, Item 8. of this Annual Report, is incorporated herein by reference. For an additional discussion of certain risks associated with legal proceedings, see "Risk Factors" included in Part I, Item 1A.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information for Class A Common Stock

Our Class A Common Stock has been listed on the Nasdaq Global Select Market under the symbol “VCSA.”

On December 30, 2024, the Company and Vacasa Holdings entered into the Merger Agreement with Casago, Company Merger Sub and LLC Merger Sub.

At the Company Merger Effective Time, each share of our Class A Common Stock issued and outstanding immediately prior to the Company Merger Effective Time will be converted into the right to receive the Merger Consideration. If the Mergers are consummated, our Class A Common Stock will be delisted from Nasdaq and deregistered under the Exchange Act as promptly as practicable after the Company Merger Effective Time.

Reverse Stock Split

On October 2, 2023, we completed a 1-for-20 reverse stock split of the Company's outstanding Class A Common Stock, Class B Common Stock, and Class G Common Stock (the "Reverse Stock Split"). The Reverse Stock Split had no effect on the number of authorized shares of any class of common stock. Par value remained $0.00001 per share. Stockholders who would otherwise have been entitled to receive fractional shares as a result of the Reverse Stock Split received a cash payment in lieu of receiving fractional shares. Share and share-related information presented in these consolidated financial statements has been retroactively adjusted for all periods presented to reflect the decreased number of shares outstanding resulting from the Reverse Stock Split.

Holders of Record

As of March 10, 2025, there were approximately 130 holders of record of our Class A Common Stock, approximately 20 holders of record of our Class B Common Stock, and one holder of record of our Class G Common Stock. These numbers do not include "street name" or beneficial holders, whose shares are held of record by banks, brokers, financial institutions, and other nominees.

Dividend Policy

We have never declared or paid dividends on our capital stock. We currently intend to retain any future earnings to fund the development and growth of our business, and therefore do not expect to pay any dividends in the foreseeable future. Any future determination as to the declaration and payment of dividends, if any, will be at the discretion of our board of directors, subject to compliance with contractual restrictions and covenants in the agreements governing our current and future indebtedness. Any such determination will also depend upon our business prospects, results of operations, financial condition, cash requirements and availability and other factors that our board of directors may deem relevant.

Recent Sales of Unregistered Equity Securities

None.

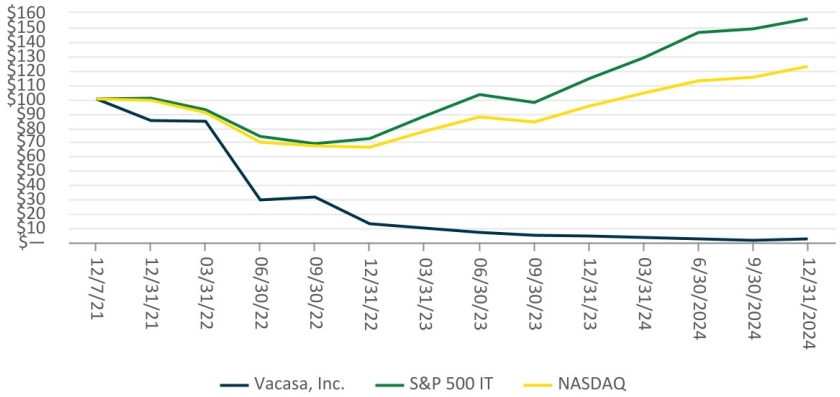
Issuer Purchases of Equity Securities

None.

Performance Graph

The following performance graph and related information shall not be deemed "soliciting material" or to be “filed” with the SEC for purposes of Section 18 of the Exchange Act or incorporated by reference into any filing of Vacasa, Inc. under the Securities Act or the Exchange Act.

The graph below compares the cumulative total stockholder return on our Class A Common Stock with the cumulative total return on the S&P 500 Information Technology Index ("S&P 500 IT") and the Nasdaq Composite Index ("NASDAQ"). The graph assumes $100 was invested at the market close on December 7, 2021, which was the first day our Class A Common Stock began trading. Data for the S&P 500 IT and the NASDAQ assume reinvestment of dividends. The graph uses the closing market price on December 7, 2021 of $196.80 per share, which has been retroactively adjusted for the Reverse Stock Split, as the initial value of our Class A Common Stock. The comparisons in the graph below are based upon historical data and are not indicative of, nor intended to forecast, future performance of our Class A Common Stock.



Item 6. [Reserved]

Item 7. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations together with our consolidated financial statements and related notes included elsewhere in this Annual Report. This discussion contains predictions, estimates and forward-looking statements that involve risks and uncertainties, which are made under the safe harbor provisions of Section 21E of the Exchange Act. Such statements are based on current expectations, estimates, forecasts and projections of our industry performance and macroeconomic conditions, based on management's judgment, beliefs, current trends and market conditions, and involve risks and uncertainties that may cause actual results to differ materially from those contained in the forward-looking statements. We derive most of our forward-looking statements from our operating budgets and forecasts, which are based upon many detailed assumptions. While we believe that our assumptions are reasonable, we caution that it is very difficult to predict the impact of known factors, and it is impossible for us to anticipate all factors that could affect our actual results. Accordingly, we caution you not to place undue reliance on these statements. Important factors that could cause actual results to differ materially from our expectations are disclosed under "Risk Factors" in Part I, Item 1A of this Annual Report, and in other documents we file from time to time with the SEC. All of the forward-looking statements in this Annual Report are qualified in their entirety by reference to the factors listed above. Our historical results are not necessarily indicative of the results that may be expected for any period in the future. We undertake no intent or obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise, except as otherwise required by law.

Overview

We are a leading vacation rental management platform in North America. Our integrated technology and operations platform is designed to optimize vacation rental income and home care for homeowners, offer guests a seamless, reliable and high-quality experience, and provide distribution partners with a variety of home listings.

As a vertically integrated vacation rental manager, we act as an agent on behalf of our homeowners, which allows us to avoid the capital requirements and limitations of owning the underlying real estate. We are equipped to manage all aspects of the vacation rental experience for homeowners, from listing creation and multi-channel distribution to pricing, marketing optimization and end-to-end property care. We collect nightly rent on behalf of homeowners and earn the majority of our revenue from homeowner commissions and service fees paid by guests and from additional reservation-related fees paid by guests when a vacation rental is booked directly through our website, app or distribution partners. We also earn revenue from home care solutions offered directly to our homeowners, such as home improvement and repair services for a separately agreed upon fee and from providing real estate brokerage services and residential management services to community and homeowner associations. We are typically the exclusive vacation rental manager for the homes on our platform, and we are able to capture nearly all of the booking for those properties through our direct channel or through our channel distribution partners.

Recent Developments

Agreement and Plan of Merger

On December 30, 2024, the Company and Vacasa Holdings entered into the Merger Agreement with Casago, Company Merger Sub and LLC Merger Sub. Upon the terms and subject to the conditions set forth in the Merger Agreement, (a) LLC Merger Sub will merge with and into Vacasa Holdings, with Vacasa Holdings surviving the LLC Merger as a wholly owned subsidiary of Casago, and (b) Company Merger Sub will merge with and into the Company, with the Company surviving the Company Merger as a wholly owned subsidiary of Casago.

The completion of the Mergers is subject to satisfaction or waiver of certain customary mutual closing conditions, and the Merger Agreement contains certain termination rights for each of the Company and Casago. In certain circumstances, a termination fee would be payable by the terminating party. In particular, the Merger Agreement provides that the Company must pay Casago a termination fee of approximately $4.1 million if, among other customary circumstances, the Company terminates the Merger Agreement with respect to a Superior Proposal (as such term is defined in the Merger Agreement).

If the Mergers are consummated, our Class A Common Stock will be delisted from Nasdaq and deregistered under the Exchange Act as promptly as practicable after the Company Merger Effective Time.

On February 3, 2025, the Company received an unsolicited, non-binding proposal from Davidson Kempner and certain of it affiliates to acquire all outstanding shares of the Company at a price of $5.25 per share, subject to potential downward adjustment in accordance with the terms of such proposal (the "Original Davidson Kempner Proposal"). On February 28, 2025, the Company received a revised unsolicited, non-binding acquisition proposal from Davidson Kempner and certain of its affiliates, which removed certain contingencies and conditions included in the Original Davidson Kempner Proposal and was otherwise on substantially the same terms as the Original Davidson Kempner Proposal (the "Second Revised Davidson Kempner Proposal"). On March 11, 2025, the Company received a revised unsolicited, non-binding acquisition proposal from Davidson Kempner and certain of its affiliates which is on substantially the same terms as the Second Revised Davidson Kempner proposal and (i) provides for a tender offer to potentially reduce time to close, (ii) makes changes to the potential downward adjustment to the merger consideration based on the Company's liquidity and (iii) provides for the ability of the Company to seek up to $5,000,000 in additional funding from Davidson Kempner through additional convertible notes during the period between signing and closing. The Company has and is continuing to engage in discussions and negotiations with Davidson Kempner regarding the Third Revised Davidson Kempner Proposal in accordance with the terms and conditions of the Merger Agreement.

For additional discussion of the Mergers, please see "Part I. Item 1. Business — Recent Events – Agreement and Plan of Merger."

Guest Demand

We continued to see significant variability and deviations from historical guest booking and demand patterns in 2024, including more fluctuations in demand than are typical, resulting in fewer Nights Sold per home in 2024, compared to 2023, and lower overall levels of bookings for future periods. As a result, our revenue and our cash position did not build as expected in the period. A significant portion of our field costs and expenses are fixed, and are not variable with the level of guest reservations. We expect continued softness and variability in guest bookings, which will likely have an adverse impact on our business, results of operations, and financial condition.

Note Purchase Agreement, Convertible Notes

On August 7, 2024, Vacasa, Inc. entered into a note purchase agreement (as subsequently amended on October 25, 2024, the "Note Purchase Agreement") by and among Vacasa, Inc., its subsidiaries, Vacasa Holdings LLC, a Delaware limited liability company ("Holdings"), as guarantor, and V-Revolver Sub LLC ("Borrower"), a Delaware limited liability company, as borrower, DK and certain existing holders of the Company's Class A Common Stock, par value $0.00001 per share (the "Class A Common Stock"), as purchaser, the other purchasers from time to time thereto, and Acquiom Agency Services LLC, as administrative agent and collateral agent, providing for the issuance and sale of up to $75.0 million aggregate principal amount of first lien senior secured convertible notes due 2029 (the "Convertible Notes") to DK. The Convertible Notes are comprised of: (i) $30.0 million of notes (the "Initial Notes") issued on August 7, 2024 (the "Funding Date"); (ii) up to $20.0 million of notes to be issued pursuant to an option granted by the Borrower to DK, which is exercisable at DK's option within six months after the Funding Date, on the same terms and conditions as the Initial Notes (the "Notes Option" and the notes in respect thereof the "DK Option Notes"); and (iii) up to $25.0 million of notes to be issued pursuant to the mutual agreement of the Borrower and DK any time after the Funding Date, but before the Convertible Notes Maturity Date (as defined below), on the same terms and conditions as the Initial Notes (the "Mutual Option Notes" and together with the DK Option Notes, the "Additional Notes"). In the event DK does not exercise its option to purchase the DK Option Notes, then the Borrower may issue the DK Option Notes to a third-party purchaser pursuant to the terms of the Note Purchase Agreement. Simultaneously with and pursuant to the Note Purchase Agreement, the Borrower and each guarantor thereunder also entered into a collateral agreement (the "Collateral Agreement") establishing a first priority lien on substantially all of the assets of Holdings, the Borrower and the guarantors, and entered into a guarantee agreement (the "Guarantee Agreement") guaranteeing the Convertible Notes. The

liens established under the Collateral Agreement are pari passu in priority with the liens under the Borrower's existing senior secured revolving credit facility.

The Convertible Notes bear interest at an annual rate of 11.25%, which is payable in kind for the first three years, by adding the amount of such accrued interest to the principal amount of the Convertible Notes; provided that, at the Borrower's election, interest may be paid in cash at an annual rate of 9.75%. Beginning on August 7, 2027, the Convertible Notes will bear interest at an annual rate equal to 9.75% payable in cash. The Convertible Notes will mature on August 7, 2029 (the "Convertible Notes Maturity Date"), unless earlier repurchased, redeemed or converted. The Convertible Notes are guaranteed by Holdings and certain other current and future subsidiaries of the Company, and are secured by a first priority lien on substantially all of their respective assets (other than certain excluded assets).

The Convertible Notes are convertible, in whole and not in part (subject to certain limitations described below), into shares of the Company's Class A Common Stock, at the option of DK; provided, however, that in the event that any conversion of the Convertible Notes would trigger the Change of Control Rules (as defined in the Convertible Notes), then the Convertible Notes shall be converted in part, at the maximum amount permitted without triggering such Change of Control Rules. The initial conversion price of the Convertible Notes is $4.16 (the "Conversion Price"), which is subject to customary anti-dilution adjustments.

From and after August 7, 2027, the Borrower may redeem the Convertible Notes, in whole or in part, at a redemption price equal to 102% of the aggregate principal amount of the Convertible Notes to be redeemed, plus accrued and unpaid interest. In addition, from and after August 7, 2027, if the closing price per share of the Class A Common Stock exceeds 225% of the Conversion Price for 20 out of 30 consecutive trading days, the Borrower may redeem all, but not less than all, of the Convertible Notes at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued and unpaid interest. Upon the consummation of a Major Transaction (as defined in the Note Purchase Agreement), the Borrower may also redeem all, but not less than all, of the Convertible Notes then outstanding in an amount equal to 130% of the initial principal amount of the Convertible Notes to be redeemed, less all accrued interest previously paid in cash.

The Note Purchase Agreement includes customary negative covenants, subject to specified exceptions, including limits on the ability of the Borrower to incur additional debt. The Note Purchase Agreement also includes customary events of default, the occurrence of which may result in the acceleration of the maturity of the Convertible Notes. In addition, the Borrower may not permit (i) the Liquidity (as defined in the Note Purchase Agreement) to be less than $15.0 million as of the last day of any Test Period (as defined in the Note Purchase Agreement), commencing with the Test Period ending on September 30, 2024 and (ii) the Consolidated EBITDA (as defined in the Note Purchase Agreement) of the Borrower and its subsidiaries to be less than $15.0 million as of the last day of any Test Period, commencing with the Test Period ending on December 31, 2026.

The October 2024 amendment modified the Note Purchase Agreement to conform the terms of the Note Purchase Agreement to the Credit Agreement to the extent they apply to the Note Purchase Agreement.

Workforce Reductions

Reorganization

On May 7, 2024, the Board approved the Reorganization. The Reorganization changed the Company's operations to further equip its field teams to locally manage, and be accountable for, their markets, while significantly reducing the Company's central corporate footprint. The Reorganization included the elimination of approximately 800 positions across the Company, in both its local operations teams and central teams, representing approximately 13% of the workforce, or approximately 6% of its field teams and approximately 40% of its corporate and central operations teams.

In connection with the Reorganization, during the year ended December 31, 2024, the Company incurred severance and employee benefits costs of approximately $6.0 million, which are included in operating costs and expenses in the consolidated statements of operations. The Reorganization was substantially complete as of September 30, 2024.

2024 Plan

On February 27, 2024, the Board approved a workforce reduction plan (the "2024 Plan") designed to align the Company's expected cost base with its 2024 strategic and operating priorities. The 2024 Plan included the elimination of approximately 320 positions across the Company, in both its local operations teams and central teams, representing approximately 5% of the workforce, or approximately 2% of the local operations teams and approximately 6% of the central team.

In connection with the 2024 Plan, during the year ended December 31, 2024, the Company incurred severance and employee benefits costs of approximately $1.9 million and professional service costs of $1.4 million, which are included in operating costs and expenses in the consolidated statements of operations. The 2024 Plan was substantially complete as of September 30, 2024.

Seasonality

Our overall business is seasonal, reflecting typical travel behavior patterns over the course of the calendar year. In addition, each market where we operate may have unique seasonality, local events, and weather that can increase or decrease demand for our offerings. Certain public holidays, and the timing of these holidays, can have an impact on our revenue by increasing or decreasing Nights Sold on the holiday itself or during the preceding and subsequent weekends. Typically, the first and second quarters of the fiscal year are our strongest booking and cash generating quarters, while our second and third quarters, spanning the U.S. peak summer travel season, have higher revenue than the first and fourth quarters due to increased Nights Sold. Our GBV typically follows the seasonality patterns of Nights Sold. Our operations and support costs also increase in the second and third quarters as we increase our staffing to handle increased activity on our platform and service the homes we manage in those periods. See additional information about GBV and Nights Sold under the "Key Business Metrics and Non-GAAP Financial Measures" heading below.

Results of Operations

The following tables set forth our results of operations for the periods presented and as a percentage of our revenue for these periods. The period-to-period comparisons of our historical results are not necessarily indicative of our future results.

	Year Ended December 31,		
	2024	2023	2022
	(in thousands)		
Revenue	$ 910,485	$ 1,117,950	$ 1,187,950
Operating costs and expenses:			
Cost of revenue, exclusive of depreciation and amortization shown separately below[(1)]	427,085	519,651	564,373
Operations and support[(1)]	221,769	245,706	264,068
Technology and development[(1)]	51,229	60,800	68,344
Sales and marketing[(1)]	157,623	212,269	247,167
General and administrative[(1)]	86,441	81,612	107,624
Depreciation	14,943	21,357	21,706
Amortization of intangible assets	15,016	56,890	61,629
Impairment of long-lived assets	84,000	46,000	—
Impairment of goodwill	—	411,000	243,991
Total operating costs and expenses	1,058,106	1,655,285	1,578,902
Loss from operations	(147,621)	(537,335)	(390,952)
Interest income	4,582	7,021	1,991
Interest expense	(5,905)	(2,447)	(2,576)
Other (expense) income, net	(5,140)	6,115	60,410
Loss before income taxes	(154,084)	(526,646)	(331,127)
Income tax expense	(859)	(1,586)	(1,022)
Net loss	$ (154,943)	$ (528,232)	$ (332,149)

(1) Includes equity-based compensation as follows:

	Year Ended December 31,		
	2024	2023	2022
		(in thousands)	
Cost of revenue	$ 46	$ 105	$ 1,025
Operations and support	513	1,458	5,931
Technology and development	1,901	2,203	5,733
Sales and marketing	587	2,435	5,554
General and administrative	6,907	9,341	15,927
Total equity-based compensation expense	$ 9,954	$ 15,542	$ 34,170

The following table sets forth, for the periods indicated, the percentage of total net revenues of certain line items included in our consolidated statements of operations and comprehensive loss data:

	Year Ended December 31,		
	2024	2023	2022
Revenue	100 %	100 %	100 %
Operating costs and expenses:			
Cost of revenue, exclusive of depreciation and amortization shown separately below	47 %	46 %	48 %
Operations and support	24 %	22 %	22 %
Technology and development	6 %	5 %	6 %
Sales and marketing	17 %	19 %	21 %
General and administrative	9 %	7 %	9 %
Depreciation	2 %	2 %	2 %
Amortization of intangible assets	2 %	5 %	5 %
Impairment of long-lived assets	9 %	4 %	— %
Impairment of goodwill	— %	37 %	21 %
Total operating costs and expenses	116 %	148 %	133 %
Loss from operations	(16)%	(48)%	(33)%
Interest income	1 %	1 %	— %
Interest expense	(1)%	— %	— %
Other (expense) income, net	(1)%	1 %	5 %
Loss before income taxes	(17)%	(47)%	(28)%
Income tax expense	— %	— %	— %
Net loss	(17)%	(47)%	(28)%

Comparison of the Years Ended December 31, 2024 and 2023

Revenue

	Year Ended December 31,			2023 to 2024	
	2024	2023	2022	$ Change	% Change
	(in thousands, except percentages)				
Revenue	$ 910,485	$ 1,117,950	$ 1,187,950	$ (207,465)	(19)%

Our revenue is primarily generated from our vacation rental platform and through our channel distribution partners, where we generally act as the exclusive agent on the homeowners' behalf to facilitate the reservation transactions between guests and homeowners. We and our channel distribution partners collect nightly rent from guests on behalf of homeowners, and we earn the majority of our revenue from commissions on rent and from additional reservation-related fees paid by guests when a vacation rental is booked directly through our website, app, or distribution partners. We also earn revenue from home care solutions provided directly to our homeowners, such as home maintenance and improvement services, linen and towel supply programs, supplemental housekeeping services, and other related services, for a separately agreed-upon fee.

In the event a booked reservation is cancelled, we may offer a refund up to the value of the booked reservation. In certain instances, we may also offer a refund related to a completed stay. We account for refunds as a reduction of revenue. Future stay credits are recognized as a liability on our consolidated balance sheets. Revenue from future stay credits is recognized when redeemed by guests, net of the portion of the booking attributable to funds payable to owners and hospitality and sales taxes payable. We estimate the portion of future stay credits that will not be redeemed by guests and recognize these amounts as breakage revenue in proportion to the expected pattern of redemption or upon expiration.

In addition to our vacation rental platform, we provide other offerings such as residential management services to community and homeowner associations. The purpose of these services is to attract and retain homeowners in those associations as customers of our vacation rental platform.

We previously also operated separate real estate buy/sell brokerage services, which we wound down during 2023. We continue to retain real estate brokerage licenses, where required, in order to facilitate our vacation rental management services.

Booking Patterns

We continued to see significant variability in, and deviations from historical guest booking and demand patterns in 2024, including more fluctuations in demand than is typical, resulting in fewer Nights Sold per home in 2024, compared to 2023, and lower overall levels of bookings for future periods. This increases the difficulty of accurately forecasting bookings for our owners and, therefore, our results of operations. We have also seen, and continue to see, increased homeowner concerns around their levels of rental income, relative to prior years. We believe these factors are continuing to have a negative effect on homeowner retention, relative to our historical experience. The first quarter and part of the second quarter of the year is typically our highest reservation building period in the year and is therefore, one of our highest cash generating periods in the year. We experienced significantly weaker demand than is typical in the first two quarters of 2024, and that pattern continued through the second half of 2024. Fewer guest bookings in the year ended December 31, 2024 resulted in our revenue and our cash position not building as expected, relative to the comparative periods in the prior year.

Revenue decreased by $207.5 million, or 19%, in 2024 compared to 2023, primarily driven by a $200.3 million decrease in revenue from our vacation rental platform. The decrease in vacation rental platform revenue was mostly driven by a 19% decrease in Nights Sold, primarily due to lower guest demand, a decrease in the number of homes available on our platform in the period and, we believe, increased supply by competitors in the market.

Cost of revenue

	Year Ended December 31,			2023 to 2024	
	2024	2023	2022	$ Change	% Change
	(in thousands, except percentages)				
Cost of revenue[1]	$ 427,085	$ 519,651	$ 564,373	$ (92,566)	(18)%
Percentage of revenue	47 %	46 %	48 %		

[1] Exclusive of depreciation and amortization

Cost of revenue, exclusive of depreciation and amortization, consists primarily of employee compensation costs, which include wages, benefits, and payroll taxes and outside service costs for housekeeping, home maintenance, payment processing fees for merchant fees and chargebacks, laundry expenses, and housekeeping supplies, as well as fixed rent payments on certain owner contracts. Cost of revenue also includes costs associated with our residential management services to community and homeowner associations and, during 2023, also included real estate brokerage services.

Cost of revenue decreased by $92.6 million, or 18%, in 2024, compared to 2023, primarily due to a $46.4 million decrease in personnel-related expenses, a $25.6 million decrease in expenses related to our home care solutions and home supplies, and a $12.8 million decrease in payment processing costs as a result of lower revenue, all primarily due to a decrease in Nights Sold, and a decrease of $4.0 million as a result of the winding down of our real estate buy/sell brokerage services in 2023.

We expect that cost of revenue as a percentage of revenue may fluctuate from period to period, depending on the number of Nights Sold, Gross Booking Value per Night Sold, and our ability to realize operational efficiencies.

Operations and support

	Year Ended December 31,			2023 to 2024	
	2024	2023	2022	$ Change	% Change
	(in thousands, except percentages)				
Operations and support	$ 221,769	$ 245,706	$ 264,068	$ (23,937)	(10)%
Percentage of revenue	24 %	22 %	22 %		

Operations and support costs consist primarily of compensation costs, which include wages, benefits, payroll taxes, and equity-based compensation for employees that support our local operations. The costs also include the cost of call center customer support, rent expense for local operations, and the allocation of facilities and certain corporate overhead costs.

Operations and support costs decreased by $23.9 million, or 10%, in 2024, compared to 2023. The decrease was primarily due to an $18.5 million decrease in personnel-related expenses as a result of the Company's restructuring activities, a $2.7 million decrease in dues and subscriptions expenses, and a $2.3 million decrease in facility-related expenses.

We expect that operations and support costs as a percentage of revenue may fluctuate from period to period depending on the number of homes we manage and the number of destinations we operate in, the number of Nights Sold, and our ability to realize operational efficiencies.

Technology and development

	Year Ended December 31,			2023 to 2024	
	2024	2023	2022	$ Change	% Change
	(in thousands, except percentages)				
Technology and development	$ 51,229	$ 60,800	$ 68,344	$ (9,571)	(16)%
Percentage of revenue	6 %	5 %	6 %		

Technology and development expenses consist primarily of cloud computing, software licensing and maintenance expense, and costs to support infrastructure, applications and overall monitoring and security of our platform and networks. Technology and development expenses also include wages, benefits, payroll taxes, and equity-based compensation for salaried employees, as well as payments to contractors, net of capitalized expenses, engaged in the design, development, maintenance and testing of our platform, including our websites, mobile applications, and other products. Capitalized costs are recorded as a reduction of our technology and development expenses and are capitalized as internal-use software within property and equipment on the consolidated balance sheets. These assets are depreciated over their estimated useful lives and are reported in depreciation on our consolidated statements of operations.

Technology and development expenses decreased by $9.6 million, or 16%, in 2024, compared to 2023, primarily due to a $6.0 million decrease in personnel-related expenses as a result of our restructuring activities and a $4.3 million decrease in software license and maintenance costs. These cost reductions were largely driven by decreased headcount as a result of the Company's restructuring efforts.

We expect that, on an absolute dollar basis, changes in technology and development expenses will be primarily driven by headcount and software spend, which may fluctuate from period to period based on our business priorities and technology investment decisions.

Sales and marketing

	Year Ended December 31,			2023 to 2024	
	2024	2023	2022	$ Change	% Change
	(in thousands, except percentages)				
Sales and marketing	$ 157,623	$ 212,269	$ 247,167	$ (54,646)	(26)%
Percentage of revenue	17 %	19 %	21 %		

Sales and marketing expenses consist primarily of compensation costs, which include wages, sales commissions, benefits, payroll taxes, and equity-based compensation for our sales force and marketing personnel, payments to channel distribution partners for guest reservations, costs for digital and mail-based advertising to homeowners, advertising costs for search engine marketing and other digital guest advertising, and brand marketing. We capitalize certain costs incurred to obtain new homeowner contracts, such as sales commissions, when those costs are expected to be recovered through revenue generated from that contract. Capitalized amounts are amortized on a straight-line basis over the estimated life of the customer through sales and marketing expenses in the consolidated statements of operations.

Sales and marketing expenses decreased by $54.6 million, or 26%, in 2024, compared to 2023. The decrease was primarily due to a $23.6 million decrease in personnel-related expenses as a result of the Company's restructuring activities, and a $17.5 million decrease in listing fees paid to our distribution partners, primarily as a result of fewer Nights Sold in the period. We also experienced a $12.0 million decrease in 2024, compared to 2023, in homeowner and brand advertising, largely as a result of changes in marketing strategy following the Reorganization.

We expect that, on an absolute dollar basis, changes in sales and marketing expenses will be primarily driven by headcount and advertising expense, which may fluctuate from period to period based on our business priorities, and payments to distribution partners for guest reservations, which will vary from period to period based on GBV generated through our distribution partners.

General and administrative

	Year Ended December 31,			2023 to 2024	
	2024	2023	2022	$ Change	% Change
	(in thousands, except percentages)				
General and administrative	$ 86,441	$ 81,612	$ 107,624	$ 4,829	6 %
Percentage of revenue	9 %	7 %	9 %		

General and administrative expenses primarily consist of compensation costs, which includes wages, benefits, payroll taxes, and equity-based compensation for administrative employees, including finance and accounting, human resources, communications, and legal employees. General and administrative costs also include professional services fees, including accounting, legal and consulting expenses, rent expense for corporate facilities and storage, insurance premiums, and travel and entertainment expenses.

General and administrative expenses increased by $4.8 million, or 6%, in 2024, compared to 2023. The increase was primarily due to a $12.8 million increase in third-party professional services expenses, driven by legal expenses related to our restructuring activities, the issuance of the Convertible Notes, and the Mergers and related matters, partially offset by an $8.0 million decrease in personnel-related expenses, largely driven the Company's restructuring activities.

We expect that, on an absolute dollar basis, changes in general and administrative expenses will be primarily driven by headcount and professional fees, which may fluctuate from period to period depending on our business needs and priorities.

Depreciation and Amortization of intangible assets

	Year Ended December 31,			2023 to 2024	
	2024	2023	2022	$ Change	% Change
	(in thousands, except percentages)				
Depreciation	$ 14,943	$ 21,357	$ 21,706	$ (6,414)	(30)%
Percentage of revenue	2 %	2 %	2 %		
Amortization of intangible assets	$ 15,016	$ 56,890	$ 61,629	$ (41,874)	(74)%
Percentage of revenue	2 %	5 %	5 %		

Depreciation expense consists of depreciation on capitalized internal-use software, furniture and fixtures, buildings and improvements, leasehold improvements, computer equipment, and vehicles.

Amortization of intangible assets expense consists of non-cash amortization expense of acquired intangible assets, primarily homeowner contracts, which are amortized on a straight-line basis over their estimated useful lives.

Depreciation expense decreased by $6.4 million, or 30%, in 2024, compared to 2023, primarily due to to fixed assets becoming fully depreciated or disposed of and less fixed asset additions.

Amortization of intangible assets decreased by $41.9 million, or 74%, in 2024, compared to 2023, primarily due to the lower carrying value of the Company's homeowner contracts following the impairment charges recorded during the third quarter of 2023 and first quarter of 2024. Refer to Note 10, *Intangible Assets, Net and Goodwill* to the consolidated financial statements for more information.

Depreciation and amortization expenses will vary both on an absolute dollar basis and as a percentage of revenue depending on our level of investment in property and equipment and the rate at which we complete portfolio transactions and strategic acquisitions to support the growth of our business. We currently expect our depreciation and amortization expenses to continue to decline.

Impairment of long-lived assets and Goodwill

	Year Ended December 31,			2023 to 2024	
	2024	2023	2022	$ Change	% Change
	(in thousands, except percentages)				
Impairment of long-lived assets	$ 84,000	$ 46,000	$ —	$ 38,000	83 %
Impairment of goodwill	$ —	$ 411,000	$ 243,991	$ (411,000)	(100)%

Impairment of long-lived assets represents a non-cash impairment charge of $84.0 million and $46.0 million recorded during the 2024 and 2023, respectively, as it was determined that the fair value of our homeowner contracts asset was below the carrying amount of the asset. Refer to Note 10, *Intangible Assets, Net and Goodwill* to the consolidated financial statements for more information.

Impairment of goodwill in 2023 and 2022 represents a non-cash impairment charge of $411.0 million and $244.0 million, respectively. The impairment charges were recorded because it was determined that the fair value of our single reporting unit was below the carrying amount of its net assets. Refer to Note 10, *Intangible Assets, Net and Goodwill* to the consolidated financial statements for more information.

Interest income, Interest expense and Other (expense) income, net

	Year Ended December 31,			2023 to 2024	
	2024	2023	2022	$ Change	% Change
	(in thousands, except percentages)				
Interest income	$ 4,582	$ 7,021	$ 1,991	$ (2,439)	(35)%
Interest expense	$ (5,905)	$ (2,447)	$ (2,576)	$ (3,458)	141 %
Other (expense) income, net	$ (5,140)	$ 6,115	$ 60,410	$ (11,255)	(184)%

Interest income consists primarily of interest earned on our cash and cash equivalents. Interest income decreased by $2.4 million in 2024, compared to 2023, primarily due to lower cash and cash equivalent balances year-over-year.

Interest expense consists primarily of interest payable and the amortization of deferred financing costs related to our outstanding debt arrangements. Interest expense increased by $3.5 million in 2024, compared to 2023, primarily due to the Company drawing on the Revolving Credit Facility during the second quarter of 2024. Interest expense does not include any interest on the Convertible Notes paid in additional Convertible Notes (see Note 13, *Debt* to the consolidated financial statements for more information).

Other (expense) income, net, consists primarily of the change in fair value of the Convertible Notes and Notes Option liability, the change in fair value of the contingent earnout shares consideration represented by our Class G Common Stock, and foreign currency exchange gains and losses. Other (expense) income, net changed by $11.3 million, or 184%, to other expense, net in 2024, compared to other income, net in 2023. The change was primarily due to a $5.5 million increase in the fair value of Convertible Notes and Notes Option liability and a $4.7 million unfavorable change in foreign currency. The change in fair value of the contingent earnout shares consideration represented by our Class G Common stock was not material.

Key Business Metrics and Non-GAAP Financial Measures

We analyze the key business metrics of GBV, Nights Sold, and GBV per Night Sold, as well as non-GAAP financial measures to assess our performance. In addition to revenue, net loss, loss from operations, and other results under GAAP, we use non-GAAP financial measures, including Adjusted EBITDA, Non-GAAP cost of revenue, Non-GAAP operations and support expense, Non-GAAP technology and development expense, Non-GAAP sales and marketing expense, and Non-GAAP general and administrative expense (collectively, the "Non-GAAP Financial Measures") to evaluate our performance, identify trends, formulate financial projections, and make strategic decisions. We provide a reconciliation below of the Non-GAAP Financial Measures to their most directly comparable GAAP financial measures.

We believe these Non-GAAP Financial Measures, when taken together with their corresponding comparable GAAP financial measures, are useful for analysts and investors. These Non-GAAP Financial Measures allow for more meaningful comparisons of our performance by excluding items that are non-cash in nature or when the amount and timing of these items is unpredictable or one-time in nature, not driven by the performance of our core business operations or renders comparisons with prior periods less meaningful.

The key business metrics and Non-GAAP Financial Measures have significant limitations as analytical tools, should be considered as supplemental in nature, and are not meant as a substitute for any financial information prepared in accordance with GAAP. We believe the Non-GAAP Financial Measures provide useful information to investors and others in understanding and evaluating our results of operations, are frequently used by these parties in evaluating companies in our industry, and provide useful measures for period-to-period comparisons of our business performance. Moreover, we present the key business metrics and Non-GAAP Financial Measures because they are key measurements used by our management internally to make operating decisions, including those related to analyzing operating expenses, evaluating performance, and strategic planning and annual budgeting.

The Non-GAAP Financial Measures have significant limitations as analytical tools, including that:

- these measures do not reflect our cash expenditures or future requirements for capital expenditures or contractual commitments;
- these measures do not reflect changes in, or cash requirements for, our working capital needs;
- Adjusted EBITDA does not reflect the interest expense, or the cash required to service interest or principal payments, on our debt;
- these measures exclude equity-based compensation expense, which has been, and will continue to be for the foreseeable future, a significant recurring expense in our business and an important part of our compensation strategy;
- Adjusted EBITDA and Non-GAAP general and administrative expense do not include non-recurring costs related to strategic business combinations;
- Adjusted EBITDA does not include non-recurring impairment charges related to the Company's goodwill and intangible assets;
- these measures do not reflect restructuring costs, including certain right-of-use asset impairment costs;
- these measures do not reflect our tax expense or the cash required to pay our taxes; and
- with respect to Adjusted EBITDA, although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and such measures do not reflect any cash requirements for such replacements.

In the future, we may incur expenses or charges such as those being adjusted in the calculation of these Non-GAAP Financial Measures. Our presentation of these Non-GAAP Financial Measures should not be construed as an inference that future results will be unaffected by unusual or nonrecurring items, and our Non-GAAP Financial Measures may be calculated differently from similarly titled metrics or measures presented by other companies.

	Year Ended December 31,			2023 to 2024	
	2024	2023	2022	$ Change	% Change
	(in thousands, except GBV per Night Sold and percentages)				
GBV	$ 1,856,691	$ 2,310,696	$ 2,555,195	$ (454,005)	(20)%
Nights Sold	5,080	6,260	6,195	(1,180)	(19)%
GBV per Night Sold	$ 365	$ 369	$ 412	$ (4)	(1)%

Gross Booking Value

GBV represents the dollar value of bookings from our distribution partners, as well as those booked directly on our platform related to Nights Sold during the period and cancellation fees for bookings cancelled during the period (which may relate to bookings made during prior periods). GBV is inclusive of amounts charged to guests for rent, fees, and the estimated taxes paid by guests when we are responsible for collecting tax.

In 2024, GBV decreased by 20% to $1,856.7 million, compared to 2023, primarily driven by a decrease in the number of homes on our platform, lower guest demand, and, we believe, increased supply by competitors in the market.

Changes in GBV reflect our ability to add homes by attracting homeowners, retain homeowners and guests, and optimize the availability and utilization of the homes on our platform. Changes in GBV also reflect changes in the pricing of rents, fees, and estimated taxes paid by guests. Changes in utilization of the homes on our platform and pricing of those homes are generally reflective of changes in guest demand.

Nights Sold

We define Nights Sold as the total number of nights stayed by guests in homes hosted on our platform in a given period. Nights Sold is a key measure of the scale and quality of homes on our platform and our ability to generate demand and manage yield on behalf of our homeowners. We experience seasonality in the number of Nights Sold. Typically, the second and third quarters of the year each have higher Nights Sold than the first and fourth quarters, as guests tend to travel more during the peak summer travel season.

In 2024, Nights Sold decreased by 19% to $5.1 million, compared to 2023, primarily due to a decrease in the number of homes on our platform, lower guest demand, and we believe, increased supply by competitors in the market.

Nights Sold in any period will be affected by changes to the number of homes on our platform, guest demand, supply in the market, and how we optimize the combination of pricing and utilization of the homes on our platform.

Gross Booking Value per Night Sold

GBV per Night Sold represents the dollar value of each night stayed by guests on our platform in a given period. GBV per Night Sold reflects the pricing of rents, fees, and estimated taxes paid by guests.

In 2024, GBV per Night Sold decreased by 1% to $365, compared to 2023, primarily as a result of lower guest demand and the impact of our pricing decisions.

There is a strong correlation between GBV and Nights Sold, and these two variables are managed in concert with one another. Our pricing algorithms and methodologies are continually evaluating the trade-offs between price and utilization to seek to optimize the mix of Nights Sold and GBV per Night Sold. Future changes in GBV per Night Sold will be determined by how we optimize the combination of pricing and utilization of the homes on our platform.

Adjusted EBITDA

Adjusted EBITDA is defined as net loss excluding: (1) depreciation and acquisition-related items consisting of amortization of intangible assets and impairments of goodwill and intangible assets, if applicable; (2) interest income and expense; (3) any other income or expense not earned or incurred during our normal course of business; (4) any income tax benefit or expense; (5) equity-based compensation costs; (6) one-time costs related to strategic business combinations; and (7) restructuring costs, including workforce reduction costs and certain right-of-use asset impairment costs. We believe this measure is useful for analysts and investors as this measure allows for a more meaningful period-to-period comparison of our business performance. The above items are excluded from our Adjusted EBITDA measure because these items are non-cash in nature or the amount and timing of these items is unpredictable or non-recurring in nature, not driven by the performance of our core business operations and renders comparisons with prior periods less meaningful. Adjusted EBITDA as a percentage of Revenue is calculated by dividing Adjusted EBITDA for a period by Revenue for the same period.

Seasonal trends in our Nights Sold impact Adjusted EBITDA for any given quarter. Typically, the second and third quarters of the year have higher Adjusted EBITDA and Adjusted EBITDA as a percentage of revenue, as fixed costs are allocated across a larger number of guest reservations. We expect Adjusted EBITDA and Adjusted EBITDA as a percentage of revenue to fluctuate in the near term due to this seasonality and improve over the medium to long term as we achieve greater operating leverage from scale.

Net loss was $154.9 million in 2024, compared to $528.2 million in 2023. Net loss as a percentage of Revenue was 17% in 2024, compared to 47% in 2023. Adjusted EBITDA was a loss of $0.7 million in 2024, compared to a gain of $23.5 million in 2023. Adjusted EBITDA as a percentage of Revenue was —% in 2024, compared to 2% in 2023. The decrease in net loss and Adjusted EBITDA were primarily driven by a decrease in revenue, partially offset by decreases in our operating expenses.

The following table reconciles net loss to Adjusted EBITDA:

	Year Ended December 31,		
	2024	2023	2022
	(in thousands, except percentages)		
Net loss	$ (154,943)	$ (528,232)	$ (332,149)
Add back:			
Depreciation and amortization of intangible assets	29,959	78,247	83,335
Impairment of long-lived assets	84,000	46,000	—
Impairment of goodwill	—	411,000	243,991
Interest income	(4,582)	(7,021)	(1,991)
Interest expense	5,905	2,447	2,576
Other expense (income), net	5,140	(6,115)	(60,410)
Income tax expense	859	1,586	1,022
Equity-based compensation	9,954	15,542	34,170
Business combination costs[1]	240	239	601
Restructuring[2]	22,725	9,818	1,379
Adjusted EBITDA	$ (743)	$ 23,511	$ (27,476)
Adjusted EBITDA as a percentage of Revenue	— %	2 %	(2)%

[1] Represents certain insurance costs from the strategic acquisition of TurnKey that are expected to be amortized through the first quarter of 2027.

[2] Represents costs associated with workforce reductions, consulting costs associated with our restructuring activities, and certain right-of-use asset impairment costs related to the Company's leased corporate office space in Portland, Oregon and Boise, Idaho.

Non-GAAP Operating Expenses

We calculate Non-GAAP cost of revenue, Non-GAAP operations and support expense, Non-GAAP technology and development expense, and Non-GAAP sales and marketing expense by excluding the non-cash expenses arising from the grant of equity-based awards and restructuring costs. We calculate Non-GAAP general and administrative expense by excluding the non-cash expenses arising from the grant of equity-based awards, one-time costs related to strategic business combinations, and restructuring costs.

	Year Ended December 31,		
	2024	2023	2022
		(in thousands)	
Cost of revenue	$ 427,085	$ 519,651	$ 564,373
Less: equity-based compensation	(46)	(105)	(1,025)
Less: restructuring[1]	(102)	(661)	(45)
Non-GAAP cost of revenue	$ 426,937	$ 518,885	$ 563,303
Operations and support	$ 221,769	$ 245,706	$ 264,068
Less: equity-based compensation	(513)	(1,458)	(5,931)
Less: restructuring[1]	(1,596)	(1,807)	(382)
Non-GAAP operations and support	$ 219,660	$ 242,441	$ 257,755
Technology and development	$ 51,229	$ 60,800	$ 68,344
Less: equity-based compensation	(1,901)	(2,203)	(5,733)
Less: restructuring[1]	(1,978)	(233)	(327)
Non-GAAP technology and development	$ 47,350	$ 58,364	$ 62,284
Sales and marketing	$ 157,623	$ 212,269	$ 247,167
Less: equity-based compensation	(587)	(2,435)	(5,554)
Less: restructuring[1]	(2,940)	(1,735)	(487)
Non-GAAP sales and marketing	$ 154,096	$ 208,099	$ 241,126
General and administrative	$ 86,441	$ 81,612	$ 107,624
Less: equity-based compensation	(6,907)	(9,341)	(15,927)
Less: business combination costs[2]	(240)	(239)	(601)
Less: restructuring[1]	(16,109)	(5,382)	(138)
Non-GAAP general and administrative	$ 63,185	$ 66,650	$ 90,958

[1] Represents costs associated with workforce reductions, consulting costs associated with our restructuring efforts, and certain right-of-use asset impairment costs related to the Company's leased corporate office space in Portland, Oregon and Boise, Idaho.
[2] Represents certain insurance costs from the strategic acquisition of TurnKey that are expected to be amortized through the first quarter of 2027.

Liquidity and Capital Resources

Since our founding, our principal sources of liquidity have been from proceeds we have received through the issuance of equity and debt financing. We have incurred significant operating losses and generated negative cash flows from operations as we have invested to support the growth of our business. We have incurred and will continue to incur operating losses and generate negative cash flows from operations now and in the future, and as a result, we require and will continue to need additional capital resources. These capital resources may be obtained through drawing on our existing Revolving Credit Facility, which is discussed in more detail below, additional equity offerings, which would dilute the ownership of our existing stockholders, or

additional debt financings, which may contain covenants that restrict the operations of our business. In the event that additional financing is required from outside sources, we may not be able to raise the financing on terms acceptable to us or at all. If we are unable to raise additional capital when desired, our business, financial condition, and results of operations could be adversely affected.

As of December 31, 2024, we had cash and cash equivalents of $88.5 million. We experienced more variable and generally weaker demand in the year ended December 31, 2024 than in the preceding year. As a result, our cash position did not build as expected in the period. Our primary requirements for liquidity and capital are to finance working capital requirements, capital expenditures and other general corporate purposes. On May 8, 2024, we drew $81.0 million under the Revolving Credit Facility (as defined below), and on August 7, 2024, a subsidiary of the Company issued $30.0 million of Convertible Notes (as defined below) to supplement our cash position. Refer to Note 13, *Debt*, for further details. Significant fluctuations in our cash position, continued decreases in the number of homes on our platform, lower guest demand and variable booking patterns, the impact of the Reorganization on our business and other adverse changes impacting the Company may result in us seeking additional financing opportunities as the Company continues to evaluate its liquidity needs. In the future, if the Merger Agreement is terminated prior to the Merger Closing, we expect to need cash to make payments under the Tax Receivable Agreement. However, until the Company achieves profitability, significant amounts are unlikely to become payable under the Tax Receivable Agreement. See Note 3, *Significant Accounting Policies* to our consolidated financial statements for further details about the Tax Receivable Agreement. We expect our operations will continue to be financed primarily by equity offerings, debt financing, and cash and cash equivalents. We believe our existing sources of liquidity will be sufficient to fund operations, working capital requirements, capital expenditures, and debt service obligations for at least the next 12 months.

Our future capital requirements will depend on many factors, including, but not limited to, our growth, our ability to attract and retain new homeowners and guests that utilize our services, guest demand and booking patterns, booking channel mix, the impact of the Reorganization on our business, the continuing market acceptance of our offerings, the timing and extent of spending to enhance our technology, and the expansion of sales and marketing activities. Further, we may enter into arrangements to acquire or invest in businesses, products, services, and technologies in the future.

Revolving Credit Facility

In October 2021, we entered into a credit agreement with JP Morgan, as the Administrative Agent, and the other lenders party thereto, which, as subsequently amended in December 2021, June 2023, October 2024 and December 2024 (as amended, the "Credit Agreement"), provides for a senior secured revolving credit facility in an aggregate principal amount of $105.0 million ("Revolving Credit Facility"). The Revolving Credit Facility includes a sub-facility for letters of credit in an aggregate face amount of $40.0 million, which reduces borrowing availability under the Revolving Credit Facility. As of December 31, 2024, there were $81.0 million in borrowings outstanding under the Revolving Credit Facility. As of December 31, 2024, $23.1 million of letters of credit were issued under the Revolving Credit Facility, and $0.9 million was available for borrowings.

Borrowings under the Revolving Credit Facility are subject to interest, determined as follows:

- Alternate Base Rate ("ABR") borrowings accrue interest at a rate per annum equal to the ABR plus a margin of 1.50%. The ABR is equal to the greatest of (i) the Prime Rate, (ii) the New York Federal Reserve Bank Rate plus 0.50%, and (iii) the Adjusted Term SOFR for a one-month interest period plus 1.00%.
- Term SOFR borrowings accrue interest at a rate per annum equal to the Adjusted Term SOFR plus a margin of 2.50%. Adjusted Term SOFR means, for any Interest Period, an interest rate per annum equal to the Term SOFR for such Interest Period.

In addition to paying interest on the principal amounts outstanding under the Revolving Credit Facility, we are required to pay a commitment fee on unused amounts at a rate of 0.25% per annum. We are also required to pay customary letter of credit and agency fees.

The Credit Agreement contains customary covenants. In addition, we are required to maintain a minimum amount of consolidated revenue, measured on a trailing four-quarter basis, as of the last date of each fiscal quarter, provided that such covenant will only apply if, on such date, the aggregate principal amount of outstanding borrowings under the Revolving Credit Facility and letters of credit (excluding undrawn amounts under any letters of credit in an aggregate face amount of up to $20.0 million and letters of credit that have been cash collateralized) exceeds 35% of the then-outstanding revolving commitments. We are also required to maintain liquidity of at least $15.0 million as of the last date of each fiscal quarter.

See Note 13, *Debt* to our consolidated financial statements for additional information.

Amendment to Revolving Credit Facility

On October 25, 2024, Vacasa Holdings V-Revolver Sub LLC (“Borrower”), a Delaware limited liability company, certain other subsidiaries of the Company, each lender party thereto from time to time and JPMorgan Chase Bank, N.A., as administrative agent, collateral agent and issuing bank, entered into Amendment No. 3 (the “Third Amendment”) to the Credit Agreement.

The Third Amendment, among other things, amended the minimum amount of consolidated revenue and the compliance thresholds that are measured on a trailing four-quarter basis, as of the last date of each fiscal quarter, that the borrower and its restricted subsidiaries are required to achieve if the aggregate principal amount of outstanding borrowings under the Revolving Credit Facility and letters of credit (excluding undrawn amounts under any letters of credit in an aggregate face amount of up to $20.0 million and letters of credit that have been cash collateralized) exceeds 35% of the then-outstanding revolving commitments. Subsequent to the Third Amendment, any borrowings under the Revolving Credit Facility are subject to amended interest rate, determined as follows:

- Alternate Base Rate ("ABR") borrowings accrue interest at a rate per annum equal to the ABR plus a margin of 2.50%. The ABR is equal to the greatest of (i) the Prime Rate, (ii) the New York Federal Reserve Bank Rate plus 0.50%, and (iii) the Adjusted Term Secured Overnight Financing Rate (“SOFR”) for a one month interest period plus 1.00%.
- Term SOFR borrowings accrue interest at a rate per annum equal to the Adjusted Term SOFR plus a margin of 3.50%. Adjusted Term SOFR means, for any interest period, an interest rate per annum equal to (a) the Term SOFR for such interest period.

The Third Amendment also amended certain other provisions of the Credit Agreement as more fully set forth therein.

Additionally, in conjunction with, and as a condition of, entering into the Merger Agreement, on December 30, 2024, Vacasa Holdings, the Borrower, each lender party thereto from time to time and JPMorgan Chase Bank, N.A., as administrative agent, collateral agent and issuing bank, entered into Amendment No. 4 (the “Fourth Amendment”) to the Credit Agreement. Upon the consummation of the transactions contemplated by the Merger Agreement, the amendments set forth in the Fourth Amendment shall automatically be deemed to have been made operative, and the Credit Agreement will be amended to, among other things, prevent the consummation of the transactions set forth in the Merger Agreement from triggering a change in control event of default under the Credit Agreement. The Fourth Amendment will become effective in conjunction with the Merger Closing and will amend certain other provisions of the Credit Agreement with effect from the closing thereof, as more fully set forth therein.

The foregoing descriptions of the Credit Agreement, Third Amendment and Fourth Amendment do not purport to be complete and are qualified in their entirety by reference to the Credit Agreement, Third Amendment, and Fourth Amendment, copies of which are included as an exhibit to this Annual Report.

Convertible Notes and Notes Option Liability

Note Purchase Agreement, Convertible Notes

For a discussion of the key economic terms of the Convertible Notes see *Recent Developments - Note Purchase Agreement, Convertible Notes*. DK will have certain preemptive rights with respect to certain issuances of shares of Class A Common Stock and certain rights of first offer with respect to certain debt issuances by the Company, Borrower or any of their direct or indirect subsidiaries.

Pursuant to the terms of the Note Purchase Agreement, Vacasa, Inc. intends to seek to obtain stockholder approval under Nasdaq rules with respect to the issuance of Conversion Shares (as defined in the Note Purchase Agreement) in excess of the limitations imposed by such rules at the Company’s next annual meeting of stockholders following the Funding Date.

In addition, the Company granted certain rights to DK to designate certain individuals (each such individual, a “Nominee”) to the Company’s Board and the committees thereof. Pursuant to the terms of the Note Purchase Agreement, following the Funding Date, (A) for so long as DK continues to beneficially own at least 50% of the number of shares of Class A Common Stock (on an as-converted basis) that it held on the Funding Date, then DK will have the right to designate two Nominees, and (B) for so long as DK continues to beneficially own less than 50% but at least 25% of the number of shares of Class A Common Stock (on an as-converted basis) that it held on the Funding Date, then DK will have the right to designate one Nominee to the Board. In the event the full $45.0 million aggregate principal amount of Additional Notes is issued to DK, then upon the purchase by DK of such Additional Notes, for so long as DK continues to beneficially own at least 67% of the number of Conversion Shares underlying the Convertible Notes on an as-converted basis as of the Funding Date (including the purchase of such Additional Notes as if it occurred on the Funding Date), then DK will have the right to designate three Nominees. If, following the issuance

of such Additional Notes, DK at any time owns less than 67% of the number of Conversion Shares underlying the Convertible Notes on such as-converted basis, then DK will have the right to designate the applicable number of Nominees as described in the second sentence of this paragraph. In addition, in the event the Borrower and its subsidiaries fail to comply with the requirements of the Home Churn Covenant (as defined in the Note Purchase Agreement) as of the last day of any applicable Test Period of the Borrower, commencing with the Test Period ending on December 31, 2025, DK will have the right to designate up to two additional Nominees (provided that in no event will DK have the right to designate more than four Nominees at any given time). As of the Funding Date, DK has designated, and Vacasa, Inc. has appointed, two Nominees to its Board. At the Funding Date, DK has the right to designate, and has designated, one Nominee to be appointed to the Compensation Committee of the Board, one Nominee to be appointed to the Nominating and Corporate Governance Committee of the Board, and two Nominees to be appointed to the Strategy and Finance Committee of the Board, and the Board has appointed such Nominees to such committees. DK also has the right to designate one Nominee to be appointed to any committee of the Board formed after the Funding Date. The rights described in this paragraph are subject to certain exceptions and limitations set forth in the Note Purchase Agreement.

On the Funding Date, the Company also issued to DK an aggregate of 174,825 shares of Class A Common Stock (the "Fee Shares"), representing payment in full of certain amounts payable to DK in respect of the Initial Notes pursuant to the Note Purchase Agreement.

In addition, on October 25, 2024, Vacasa Holdings, the Company and certain of its subsidiaries entered into Amendment No. 1 (the "NPA Amendment") to the note purchase agreement, dated as of August 7, 2024. The amendments made under the NPA Amendment were made to conform the terms of the Note Purchase Agreement to the Credit Agreement, as amended, to the extent they apply to the Note Purchase Agreement.

The foregoing descriptions of the Note Purchase Agreement (as amended by the NPA Amendment), Convertible Notes, the Collateral Agreement and the Guarantee Agreement do not purport to be complete and are qualified in their entirety by reference to the Note Purchase Agreement (as amended), the Form of Note, the Collateral Agreement, the Guarantee Agreement and the NPA Amendment, copies of which included as an exhibit to this Annual Report.

Voting Agreement

On August 7, 2024, Vacasa, Inc. entered into a Voting Agreement (the "Voting Agreement") with certain existing investors of the Company affiliated with Silver Lake, Riverwood Capital and Level Equity Management (collectively, the "Stockholders"). Pursuant to the Voting Agreement, each Stockholder agreed with the Company to vote all shares of the Company's Class A Common Stock and Class B Common Stock, par value $0.00001 per share, owned or held of record by such Stockholder at each annual or special meeting of the Company's stockholders (and at every adjournment or postponement thereof) at which Stockholder Approval (as defined below) is sought, in favor of such Stockholder Approval, until such time as such Stockholder Approval has been obtained. "Stockholder Approval" is defined in the Voting Agreement as such approval as may be required by the Nasdaq Global Market (or, if applicable, any such other trading market on which the Class A Common Stock may subsequently be primarily listed and quoted for trading) from the stockholders of the Company under Rule 5635(b) and Rule 5635(d) of the listing rules of The Nasdaq Stock Market LLC with respect to the issuance of the shares of Class A Common Stock underlying the Convertible Notes.

The foregoing description of the Voting Agreement does not purport to be complete and is qualified in its entirety by reference to the Voting Agreement, a copy of which is included as an exhibit to this Annual Report.

Amended and Restated Registration Rights Agreement

On August 7, 2024, the Company entered into an Amended and Restated Registration Rights Agreement (the "A&R Registration Rights Agreement") with DK, certain related parties of DK (together with DK, the "DK Holders"), and certain existing investors of the Company (the "Existing Investors"). The A&R Registration Rights Agreement amends and restates the Registration Rights Agreement, dated as of December 6, 2021 (the "Original Registration Rights Agreement"), by and among the Company and the Existing Investors. The material terms of the A&R Registration Rights Agreement are substantially the same as those of the Original Registration Rights Agreement, which are described in the Company's Definitive Proxy Statement on Schedule 14A, filed by the Company with the Securities and Exchange Commission ("SEC") on April 8, 2024, under the heading "Certain Relationships and Related Person Transactions—Registration Rights Agreement."

In addition, pursuant to the A&R Registration Rights Agreement, the Company granted the DK Holders registration rights consistent with those of the other Major Investors (as defined therein). The Company also agreed to use commercially reasonable efforts to file, within 30 days after the Funding Date or the date of any issuance of Additional Notes, a registration statement on Form S-3 (or such other form of registration statement as is then available to effect a registration under the Securities Act of 1933, as amended (the "Securities Act")), permitting the offer and resale from time to time with respect to all of the registrable securities then held by the DK Holders, including all shares of Class A Common Stock issuable upon the conversion of the Convertible Notes then held by the DK Holders.

The foregoing description of the A&R Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the A&R Registration Rights Agreement, a copy of which is included as an exhibit to this Annual Report.

Cash Flows

The following table summarizes our cash flows for the periods indicated:

	Year Ended December 31,		
	2024	2023	2022
		(in thousands)	
Net cash used in operating activities	$ (110,025)	$ (51,707)	$ (51,907)
Net cash used in investing activities	(8,169)	(13,367)	(108,175)
Net cash provided by (used in) financing activities	94,857	(28,052)	(39,067)
Effect of exchange rate fluctuations on cash, cash equivalents, and restricted cash	(658)	(697)	(327)
Net decrease in cash, cash equivalents and restricted cash	$ (23,995)	$ (93,823)	$ (199,476)

Operating Activities

Net cash used in operating activities was $110.0 million for the year ended December 31, 2024, primarily due to a net loss of $154.9 million, partially offset by $145.1 million of non-cash items, including depreciation, amortization of intangible assets, impairment of long-lived assets, equity-based compensation expense, reduction in the carrying amount of operating lease right-of-use assets, and changes in the fair value on financial instruments remeasured at fair value through earnings. Additional uses of cash flows resulted from changes in working capital, including a $57.5 million decrease in funds payable to owners, a $26.7 million decrease in deferred revenue and future stay credits, a $10.7 million decrease in hospitality and sales taxes payable, a $9.9 million decrease in operating lease obligations, partially offset by a $10.0 million increase in accrued expenses and other liabilities and a $3.6 million decrease in prepaid expenses and other current assets.

Net cash used in operating activities was $51.7 million for the year ended December 31, 2023, primarily due to a net loss of $528.2 million, offset by $564.5 million of non-cash items including depreciation, amortization of intangible assets, impairment of goodwill, impairment of long-lived assets, reduction in the carrying amount of operating lease right-of-use assets, and equity-based compensation expense. Additional uses of cash flows resulted from changes in working capital, including a $50.5 million decrease in funds payable to owners, a $21.0 million decrease in deferred revenue and future stay credits, a $10.7 million decrease in operating lease obligations, and a $7.1 million decrease in hospitality and sales taxes payable, partially offset by a$13.3 million decrease in prepaid expenses and other current assets.

Investing Activities

Our primary investing activities include cash paid for business combinations, capitalized internally developed software, and purchases of property and equipment.

Net cash used in investing activities was $8.2 million for the year ended December 31, 2024, due to $5.8 million of cash paid for capitalized internally developed software and $2.3 million of cash paid for purchases of property and equipment.

Net cash used in investing activities was $13.4 million for the year ended December 31, 2023, primarily due to $7.4 million of cash paid for capitalized internally developed software costs and $5.3 million of cash paid for purchases of property and equipment.

Financing Activities

Our primary financing activities include cash payments for contingent consideration and deferred payments to sellers in connection with business combinations to grow the number of homes under management in new and adjacent markets served as well as financed insurance premiums.

Net cash provided by financing activities was $94.9 million for the year ended December 31, 2024, primarily due to an $81.0 million draw under our Revolving Credit Facility and $30.0 million from the issuance of the Convertible Notes, partially offset by $11.4 million of cash payments made on contingent consideration earned and deferred payments made to sellers, based upon the contractual terms of the business combination agreements.

Net cash used in financing activities was $28.1 million for the year ended December 31, 2023, primarily attributable to $23.4 million of financing-related cash payments for business combinations and $5.5 million of repayments of financed insurance premiums.

Material Cash Requirements from Contractual and Other Obligations

As of December 31, 2024, our material cash requirements for our known contractual and other obligations were as follows:

- ***Operating Leases –*** We enter into various non-cancelable lease agreements primarily related to certain field and corporate office facilities. Future minimum lease payments to be made under non-cancelable operating leases with an initial or remaining term greater than one year were $26.1 million, with $10.1 million payable within 12 months. See Note 11, *Leases* to our consolidated financial statements for further detail of our obligations and the timing of expected future payments.

- ***Acquisition Liabilities –*** In connection with our portfolio transactions, accounted for as business combinations, we record acquisition-related liabilities, if applicable, for any contingent consideration or deferred payments to the seller. Our total acquisition liabilities were $4.7 million, all payable within 12 months.

- ***Information Technology Service Agreements –*** Information technology service agreements represent outsourced services and licensing costs pursuant to our information technology agreements. We had contractual payments for these agreements of $42.6 million, with $14.2 million payable within 12 months.

- ***Revolving Credit Facility –*** In October 2021, we entered into the Credit Agreement, which provides for borrowings in an aggregate principal amount of up to $105.0 million, which amount may be borrowed and repaid from time to time. As of December 31, 2024, there were $81.0 million in borrowings outstanding under the Revolving Credit Facility. As of December 31, 2024, $23.1 million of letters of credit were issued under the Revolving Credit Facility, and $0.9 million was available for borrowings. See "Liquidity and Capital Resources — Revolving Credit Facility" for additional information.

- ***Tax Receivable Agreement –*** The payments that we may be required to make under the Tax Receivable Agreement that we entered into may be significant, but we are currently unable to estimate the amounts and timing of the payments that may be due thereunder. See Note 3, *Significant Accounting Policies* to our consolidated financial statements for further details about the Tax Receivable Agreement.

Critical Accounting Estimates

Our consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States. The preparation of these consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, costs, and expenses, and related disclosures. On an ongoing basis, we evaluate our estimates and assumptions. Our actual results may differ from these estimates under different assumptions or conditions.

We believe that the following critical accounting policies reflect the more significant estimates and assumptions used in the preparation of our consolidated financial statements.

Impairment of Long-lived Assets

Description

As discussed in Note 10, *Intangible Assets, Net and Goodwill* to our consolidated financial statements, we performed a long-lived impairment assessment as of March 31, 2024, which resulted in homeowner contract asset impairment charges of $84.0 million. The fair value estimate of our homeowner contracts was based on the income approach calculated using the present value of estimated future cash flows. We prepared cash flow projections based on management's estimates of future revenue and operating margins, taking into consideration the historical performance and the current macroeconomic, industry, and market conditions. We based the discount rate on the weighted-average cost of capital considering company-specific characteristics and the uncertainty related to the reporting unit's ability to execute on the projected cash flows.

Judgments and Uncertainties

Future revenue, homeowner retention, and the discount rate applied were the significant assumptions used in the income approach used to determine the fair value of our homeowner contract assets. The fair value calculation is highly sensitive to changes in these assumptions.

Effect if Actual Results Differ from Assumptions

If the actual results are not consistent with the assumptions and judgments we have made in determining the fair value of the Company's long-lived assets, our actual impairment losses could vary from our estimated impairment losses. In the event that our estimates vary from actual results, we may record additional impairment losses, which could be material to our results of operations.

Impairment of Goodwill

Description

As discussed in Note 10, *Intangible Assets, Net and Goodwill* to our consolidated financial statements, we performed a quantitative goodwill impairment assessment as of March 31, 2024. The goodwill impairment assessment did not result in goodwill impairment charges as of March 31, 2024 as the fair value estimate of the Company's single reporting unit exceeded its carrying amount. For our annual impairment test, we performed a quantitative analysis as of October 1, 2024. The goodwill impairment assessment did not result in goodwill impairment charges as of December 31, 2024. The fair value estimate of our single reporting unit was derived from a combination of an income approach and a market approach. Under the income approach, we estimated the fair value of the reporting unit based on the present value of estimated future cash flows. We prepared cash flow projections based on management's estimates of future revenue and operating margins, taking into consideration the historical performance and the current macroeconomic, industry, and market conditions. We based the discount rate on the weighted-average cost of capital considering Company-specific characteristics and the uncertainty related to the reporting unit's ability to execute on the projected cash flows. Under the market approach, we estimated the fair value of the reporting unit based on revenue market multiples derived from comparable publicly traded companies with similar characteristics as the reporting unit, as well as an estimated control premium.

Judgments and Uncertainties

Future revenue, operating profit margins, and the discount rate applied were the significant assumptions used in the income approach used to determine the fair value of our single reporting unit. The forecasted revenue, comparable publicly traded companies selected, and estimated control premium were the significant assumptions used in the market approach. The concluded fair value of our single reporting unit, based on a combination of the income and market approach, was reconciled to our market capitalization. The excess of the concluded fair value over our market capitalization represents an implied control premium, which we reviewed for reasonableness by comparison to observed transaction premiums, premium studies, and consideration of specific attributes of the Company. The fair value conclusion is highly sensitive to changes in these assumptions. Changes in the significant assumptions used to determine the fair value of our homeowner contracts assets would also impact the carrying value of our single reporting unit and the resulting goodwill impairment charge.

Effect if Actual Results Differ from Assumptions

If the actual results are not consistent with the assumptions and judgments we have made in determining the fair value of our single reporting unit, an impairment loss may result. In the event that our estimates vary from actual results, we may record impairment losses, which could be material to our results of operations.

Valuation of Equity Units

Description

Prior to the Reverse Recapitalization, given the absence of a public trading market for our equity units, and in accordance with the American Institute of Certified Public Accountants Accounting and Valuation Guide: Valuation of Privately-Held Company Equity Securities Issued as Compensation, our management and board of directors determined the best estimate of fair value of our common units and redeemable convertible preferred units.

To determine the fair value of our equity units, we engaged a third-party valuation expert. We first determined our business enterprise value ("BEV") and then allocated that equity fair value to our redeemable convertible preferred units, common units and common unit equivalents. We estimated our BEV primarily using a market approach, which is a generally accepted valuation approach. The market approach measures the value of a business through an analysis of recent sales or offerings of comparable investments or assets, and in our case, focused on comparing our business to a group of its peer companies. In applying this method, valuation multiples are derived from the historical and forecasted operating data of the peer company group. We then apply the multiples to our operating data (i.e., revenue and EBITDA) to arrive at a range of indicated values of our Company.

At each valuation date, once the BEV for the business was determined, the equity value was allocated to each of our redeemable convertible preferred units, common units and common unit equivalents, using one of the following methods: (1) the option pricing method ("OPM"); (2) a probability weighted expected return method ("PWERM"); or (3) the hybrid method, which is a hybrid between the OPM and PWERM methods.

The OPM treats common units and redeemable convertible preferred units as call options on a business, with exercise prices based on the liquidation preference of the redeemable convertible preferred units. Therefore, the common unit only has value if the funds available for distribution to the holders of common units exceed the value of the liquidation preference of the redeemable convertible preferred units at the time of a liquidity event, such as a merger, sale, or initial public offering, assuming the business has funds available to make a liquidation preference meaningful and collectible by unit holders. The common unit is modeled as a call option with a claim on the business at an exercise price equal to the remaining value immediately after the redeemable convertible preferred units are liquidated.

The PWERM utilizes discrete future exit scenarios to determine the value of our equity units. For each of the various scenarios, an equity value is estimated and the rights and preferences for each unit holder class are considered to allocate the equity value to common units. The equity unit values are then multiplied by a discount factor reflecting the calculated discount rate and the timing of the event. Lastly, the equity unit value is multiplied by an estimated probability for each scenario. Our board of directors and management team evaluated the probability and timing of the discrete future exit scenarios at each valuation date.

Judgments and Uncertainties

Prior to the Reverse Recapitalization, factors used to determine the value of our equity units included:

- the prices at which others have purchased our redeemable convertible preferred units in arm's-length transactions;
- the rights, preferences and privileges of our redeemable convertible preferred units relative to those of our common units;
- our operating and financial performance;
- our estimates of future financial performance;
- lack of marketability of our equity units;
- the valuation of comparable companies;
- the industry outlook;
- the likelihood and timing of achieving a liquidity event, such as an initial public offering or sale of our Company given prevailing market conditions;
- the U.S. and global economic and capital market conditions and outlook; and
- additional objective and subjective factors relating to our business.

On July 28, 2021, the Company entered into the Business Combination Agreement to become a publicly traded company through a business combination with TPG Pace Solutions Corp., a special purpose acquisition company. The Business Combination Agreement provided management with a Company-specific indication of fair value of our equity units. This substantially reduced our need to rely on many of the subjective factors described above.

On December 6, 2021, the Company consummated the Reverse Recapitalization (see Note 2, *Basis of Presentation and Use of Estimates* to our consolidated financial statements), and the Company's Class A Common Stock began to trade publicly on December 7, 2021.

Convertible Notes

We have elected the fair value option to account for the Convertible Notes that were issued on August 7, 2024, and amended in October 2024, and recorded them at fair value with changes in fair value recorded within other income, net on the consolidated statements of operations. This election was made because of operational efficiencies in valuing and reporting for these debt instruments in their entirety at each reporting date.

As a result of applying the fair value option, direct costs and fees related to the Convertible Notes are expensed as incurred and not deferred. Values are based on prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement, including a risk-adjusted discount rate and equity volatility. Our assessment of the significance of a particular input to the fair value measurement in its entirety requires management to make judgments and consider factors specific to the Convertible Notes. Considerable judgment is necessary to interpret market data and determine an estimated fair value. The use of different market assumptions or valuation methods may have a material effect on the estimated fair values. The valuation of such instruments is subject to change, predominantly driven by changes in the market
price of a share of our Class A Common Stock.

As of August 7, 2024, September 30, 2024 and December 31, 2024, we have used a binomial lattice model that factors in potential outcomes being consummated. All of these scenarios take into consideration the terms and conditions of the underlying Convertible Notes plus potential changes in the underlying value of our Class A Common Stock. For the year ended December 31, 2024, we recognized a net unrealized loss of $5.5 million for the change in fair value of the Convertible Notes.

JOBS Act Accounting Election

We meet the definition of an emerging growth company under the JOBS Act, which permits us to take advantage of an extended transition period to comply with new or revised accounting standards applicable to public companies. As of January 1, 2022, we elected to irrevocably opt out of the extended transition period.

Recent Accounting Pronouncements

See Note 4, *Recent Accounting Pronouncements* to the consolidated financial statements included under Part II, Item 8 of this Annual Report for a description of recently adopted accounting pronouncements and recently issued accounting pronouncements not yet adopted.

Item 7A. Quantitative and Qualitative Disclosures About Market Risks

We are exposed to market risks in connection with our business, which primarily relate to inflation and fluctuations in interest rates.

Inflation Risk

In recent periods, inflation has increased in the United States and other markets in which we operate. To date, we do not believe these increases have had a material impact on our business, results of operations, cash flows, or financial condition. The prospective impact of inflation on our business, results of operations, cash flows, and financial condition is uncertain and will depend on future developments that we may not be able to accurately predict.

Interest Rate Fluctuation Risk

We are exposed to interest rate risk on our investment portfolio. Changes in interest rates affect the interest earned on our total cash, cash equivalents, and marketable securities and the fair value of those securities.

Cash and Cash Equivalents

Our cash and cash equivalents primarily consist of cash deposits and marketable securities. We do not enter into investments for trading or speculative purposes. Because our cash equivalents generally have short maturities, the fair value of our portfolio is relatively insensitive to interest rate fluctuations. Due to the short-term nature of our investments, we have not been exposed to, nor do we anticipate being exposed to, material risks to our short-term investments due to changes in interest rates.

Revolving Credit Facility

On May 8, 2024, we drew $81.0 million under the Revolving Credit Facility, which is susceptible to interest rate risk, with interest expense increasing or decreasing as the applicable rate of interest on outstanding borrowings increases or decreases. A hypothetical 100 basis point increase in interest rates on our indebtedness outstanding during the year ended December 31, 2024 would not have had a material impact on our interest expense for the year ended December 31, 2024.

Convertible Notes

On August 7, 2024, our subsidiary issued $30.0 million of Convertible Notes, which bear interest at a fixed rate of interest. If we engage in additional financing opportunities, such financing may also expose the Company to interest rate risk.

The Convertible Notes are not materially sensitive to interest rate risk as their settlement is reasonably expected to occur.

Item 8. Financial Statements and Supplementary Data

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Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors
Vacasa, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Vacasa, Inc. and subsidiaries (the Company) as of December 31, 2024 and 2023, the related consolidated statements of operations, comprehensive loss, cash flows, and equity (deficit) for each of the years in the three-year period ended December 31, 2024, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2024, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ KPMG LLP

We have served as the Company's auditor since 2016.

Seattle, Washington
March 13, 2025

Vacasa, Inc.
Consolidated Balance Sheets
(in thousands, except share and per share data)

	As of December 31,	
	2024	2023
Assets		
Current assets:		
Cash and cash equivalents	$ 88,538	$ 88,049
Restricted cash	113,304	137,788
Accounts receivable, net	17,824	14,242
Prepaid expenses and other current assets	30,958	25,766
Total current assets	250,624	265,845
Property and equipment, net	54,263	62,317
Intangible assets, net	15,363	114,464
Goodwill	171,790	171,879
Other long-term assets	43,889	54,643
Total assets	$ 535,929	$ 669,148
Liabilities, Temporary Equity, and Equity		
Current liabilities:		
Accounts payable	$ 29,826	$ 30,353
Funds payable to owners	121,583	178,670
Hospitality and sales taxes payable	34,547	45,179
Deferred revenue	79,071	105,217
Future stay credits	168	584
Accrued expenses and other current liabilities	62,076	62,820
Total current liabilities	327,271	422,823
Long-term debt, net of current portion	115,766	—
Other long-term liabilities	25,745	33,079
Total liabilities	$ 468,782	$ 455,902
Commitments and contingencies (Note 21)		
Redeemable noncontrolling interests	33,080	76,593
Equity:		
Class A Common Stock, par value $0.00001, 1,000,000,000 shares authorized; 15,734,264 and 12,730,577 shares issued and outstanding as of December 31, 2024 and 2023, respectively.	3	3
Class B Common Stock, par value $0.00001, 469,841,529 shares authorized; 6,750,262 and 9,340,553 shares issued and outstanding as of December 31, 2024 and 2023, respectively.	2	2
Additional paid-in capital	1,366,854	1,372,618
Accumulated deficit	(1,330,443)	(1,235,250)
Accumulated other comprehensive loss	(2,349)	(720)
Total equity	34,067	136,653
Total liabilities, temporary equity, and equity	$ 535,929	$ 669,148

The accompanying notes are an integral part of these consolidated financial statements.

Vacasa, Inc.
Consolidated Statements of Operations
(in thousands except per share data)

	Year Ended December 31,		
	2024	2023	2022
Revenue	$ 910,485	$ 1,117,950	$ 1,187,950
Operating costs and expenses:			
Cost of revenue, exclusive of depreciation and amortization shown separately below	427,085	519,651	564,373
Operations and support	221,769	245,706	264,068
Technology and development	51,229	60,800	68,344
Sales and marketing	157,623	212,269	247,167
General and administrative	86,441	81,612	107,624
Depreciation	14,943	21,357	21,706
Amortization of intangible assets	15,016	56,890	61,629
Impairment of long-lived assets	84,000	46,000	—
Impairment of goodwill	—	411,000	243,991
Total operating costs and expenses	1,058,106	1,655,285	1,578,902
Loss from operations	(147,621)	(537,335)	(390,952)
Interest income	4,582	7,021	1,991
Interest expense	(5,905)	(2,447)	(2,576)
Other (expense) income, net	(5,140)	6,115	60,410
Loss before income taxes	(154,084)	(526,646)	(331,127)
Income tax expense	(859)	(1,586)	(1,022)
Net loss	$ (154,943)	$ (528,232)	$ (332,149)
Less: Net loss attributable to redeemable noncontrolling interests	(59,750)	(229,529)	(154,251)
Net loss attributable to Class A Common Stockholders	$ (95,193)	$ (298,703)	$ (177,898)
Net loss per share of Class A Common Stock[(1)]:			
Basic and diluted	$ (6.37)	$ (24.48)	$ (15.92)
Weighted-average shares of Class A Common Stock used to compute net loss per share[(1)]:			
Basic and diluted	14,934	12,202	11,171

[(1)] Weighted-average shares outstanding used in the computation of basic and diluted loss per share reflect the 1-for-20 Reverse Stock Split that occurred on October 2, 2023. Refer to Note 16, *Equity* for additional information.

The accompanying notes are an integral part of these consolidated financial statements.

Vacasa, Inc.
Consolidated Statements of Comprehensive Loss
(in thousands)

	Year Ended December 31,		
	2024	2023	2022
Net loss	$ (154,943)	$ (528,232)	$ (332,149)
Foreign currency translation adjustments	(1,920)	(1,368)	5
Total comprehensive loss	$ (156,863)	$ (529,600)	$ (332,144)
Less: Comprehensive loss attributable to redeemable noncontrolling interests	(60,057)	(230,170)	(154,307)
Total comprehensive loss attributable to Class A Common Stockholders	$ (96,806)	$ (299,430)	$ (177,837)

The accompanying notes are an integral part of these consolidated financial statements.

Vacasa, Inc.
Consolidated Statements of Cash Flows
(in thousands)

	Year Ended December 31,		
	2024	2023	2022
Cash from operating activities:			
Net loss	$ (154,943)	$ (528,232)	$ (332,149)
Adjustments to reconcile net loss to net cash used in operating activities:			
Credit loss expense	4,712	4,979	5,409
Depreciation	14,943	21,357	21,706
Amortization of intangible assets	15,016	56,890	61,629
Impairment of long-lived assets	84,000	46,000	—
Impairment of goodwill	—	411,000	243,991
Impairment of right-of-use assets	—	4,240	—
Future stay credit breakage	(131)	(1,537)	(15,993)
Reduction in the carrying amount of right-of-use assets	9,359	10,382	12,589
Deferred income taxes	—	1,017	(2,082)
Other gains and losses	975	(984)	2,186
Fair value adjustment on derivative liabilities	(57)	(4,571)	(56,437)
Fair value adjustment on financial instruments remeasured at fair value through earnings	5,516	—	—
Convertible Notes and Notes Option issuance costs expensed as incurred	591	—	—
Non-cash interest expense	246	215	216
Equity-based compensation expense	9,954	15,542	34,170
Change in operating assets and liabilities, net of assets acquired and liabilities assumed:			
Accounts receivable	(8,250)	(2,082)	83,152
Prepaid expenses and other assets	3,584	13,310	(42,660)
Accounts payable	(609)	(4,963)	(6,639)
Funds payable to owners	(57,497)	(50,474)	(34,636)
Hospitality and sales taxes payable	(10,741)	(7,130)	(3,430)
Deferred revenue and future stay credits	(26,731)	(21,000)	(17,162)
Operating lease obligations	(9,947)	(10,706)	(10,722)
Accrued expenses and other liabilities	9,985	(4,960)	4,955
Net cash used in operating activities	(110,025)	(51,707)	(51,907)
Cash from investing activities:			
Purchases of property and equipment	(2,332)	(5,269)	(8,810)
Cash paid for internally developed software	(5,837)	(7,434)	(9,821)
Cash paid for business combinations, net of cash and restricted cash acquired	—	(664)	(89,544)
Net cash used in investing activities	(8,169)	(13,367)	(108,175)
Cash from financing activities:			
Payments of Reverse Recapitalization costs	—	—	(459)
Cash paid for business combinations	(11,393)	(23,409)	(37,993)
Cash paid for issuance costs from Convertible Notes and Notes Option	(591)	—	—
Payments of long-term debt	(125)	(250)	(250)
Proceeds from exercise of stock options	59	388	213
(Payments to) proceeds from Employee Stock Purchase Program, net of refunds	(42)	1,168	1,492
Proceeds from borrowings on revolving credit facility	81,000	2,000	6,000
Proceeds from borrowings on Convertible Notes and Notes Option	30,000	—	—
Repayment of borrowings on revolving credit facility	—	(2,000)	(6,000)
Repayment of financed insurance premiums	(3,990)	(5,490)	(307)
Other financing activities	(61)	(459)	(1,763)
Net cash provided by (used in) financing activities	94,857	(28,052)	(39,067)
Effect of exchange rate fluctuations on cash, cash equivalents, and restricted cash	(658)	(697)	(327)
Net decrease in cash, cash equivalents and restricted cash	(23,995)	(93,823)	(199,476)

Vacasa, Inc.
Consolidated Statements of Cash Flows
(in thousands)

Cash, cash equivalents and restricted cash, beginning of period	225,837	319,660	519,136
Cash, cash equivalents and restricted cash, end of period	$ 201,842	$ 225,837	$ 319,660

	Year Ended December 31,		
	2024	2023	2022
Supplemental disclosures of cash flow information:			
Cash paid for income taxes, net of refunds	$ 896	$ 4,662	$ 824
Cash paid for interest	5,660	2,352	2,435
Cash paid for operating lease liabilities	11,699	12,415	14,825
Supplemental disclosures of non-cash activities:			
Financed insurance premiums	$ 7,212	$ 4,281	$ 4,804
Lease liabilities exchanged for right-of-use assets	7,483	5,133	5,572
Issuance of Class A Common Stock for Convertible Notes	750	—	—
Reconciliation of cash, cash equivalents and restricted cash:			
Cash and cash equivalents	$ 88,538	$ 88,049	$ 157,810
Restricted cash	113,304	137,788	161,850
Total cash, cash equivalents and restricted cash	$ 201,842	$ 225,837	$ 319,660

The accompanying notes are an integral part of these consolidated financial statements.

Vacasa, Inc.
Consolidated Statements of Equity (Deficit)
(in thousands, except unit data)

	Redeemable Non-controlling Interests	Class A Common Stock		Class B Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Equity (Deficit)
	Amount	*Shares*[1]	*Amount*	*Shares*[1]	*Amount*	*Amount*	*Amount*	*Amount*	*Amount*
Balance as of December 31, 2021	**$ 1,770,096**	**10,739,689**	**$ 2**	**10,637,598**	**$ 2**	**$ —**	**$ (746,291)**	**$ (59)**	**$ (746,346)**
Vesting of employee equity units	2,676			113,980		(2,676)			**(2,676)**
Vesting of restricted stock units and performance stock units	(1,962)	91,741				1,962			**1,962**
Exercise of equity-based awards	(1,338)	62,705				(121)			**(121)**
Purchase of shares under Employee Stock Purchase Plan	(978)	46,059				2,204			**2,204**
Redemption of OpCo units and retirement of Class B Common Stock	(40,182)	879,317		(879,317)		40,142		40	**40,182**
Equity-based compensation	5,836					28,334			**28,334**
Foreign currency translation adjustments	(16)							21	**21**
Net loss	(154,251)						(177,898)		**(177,898)**
Adjustment of redeemable noncontrolling interest to redemption amount	(1,272,938)					1,285,296	(12,358)		**1,272,938**
Balance as of December 31, 2022	**$ 306,943**	**11,819,511**	**$ 2**	**9,872,261**	**$ 2**	**$ 1,355,141**	**$ (936,547)**	**$ 2**	**$ 418,600**

[1] Common stock shares outstanding have been retroactively adjusted to reflect the 1-for-20 Reverse Stock Split that occurred on October 2, 2023. Refer to *Note 16 - Equity* for additional information.

Vacasa, Inc.
Consolidated Statements of Equity (Deficit)
(in thousands, except unit data)

	Redeemable Non-controlling Interests	Class A Common Stock		Class B Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Equity (Deficit)
	Amount	*Shares*[1]	*Amount*	*Shares*[1]	*Amount*	*Amount*	*Amount*	*Amount*	*Amount*
Balance as of December 31, 2022	**$ 306,943**	**11,819,511**	**$ 2**	**9,872,261**	**$ 2**	**$ 1,355,141**	**$ (936,547)**	**$ 2**	**$ 418,600**
Vesting of employee equity units	400			26,135		(400)			**(400)**
Vesting of restricted stock units	(1,808)	159,201				1,805		3	**1,808**
Exercise of equity-based awards	(531)	48,874				918		2	**920**
Purchase of shares under the ESPP	(1,169)	145,148				2,540			**2,540**
Redemption of OpCo units and retirement of Class B Common Stock	(16,405)	557,843	1	(557,843)		16,374		31	**16,406**
Equity-based compensation	2,114					13,428			**13,428**
Foreign currency translation adjustments	(610)							(758)	**(758)**
Net loss	(229,529)						(298,703)		**(298,703)**
Adjustment of redeemable noncontrolling interest to redemption amount	17,188					(17,188)			**(17,188)**
Balance as of December 31, 2023	**$ 76,593**	**12,730,577**	**$ 3**	**9,340,553**	**$ 2**	**$ 1,372,618**	**$ (1,235,250)**	**$ (720)**	**$ 136,653**

[1] Common stock shares outstanding have been retroactively adjusted to reflect the 1-for-20 Reverse Stock Split that occurred on October 2, 2023. Refer to *Note 16 — Equity* for additional information.

Vacasa, Inc.
Consolidated Statements of Equity (Deficit) - (Continued)
(in thousands, except unit data)

	Redeemable Non-controlling Interests	Class A Common Stock		Class B Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Equity (Deficit)
	Amount	*Shares*[1]	*Amount*	*Shares*[1]	*Amount*	*Amount*	*Amount*	*Amount*	*Amount*
Balance as of December 31, 2023	**$ 76,593**	**12,730,577**	**$ 3**	**9,340,553**	**$ 2**	**$ 1,372,618**	**$ (1,235,250)**	**$ (720)**	**$ 136,653**
Vesting of employee equity units	6			5,043		(6)			**(6)**
Vesting of restricted stock units	(64)	214,180				69		(10)	**59**
Issuance of Class A Common Stock for Convertible Note	80	174,825				676		(6)	**670**
Exercise of equity-based awards	(48)	19,348				113			**113**
Redemption of OpCo units and retirement of Class B Common Stock	(9,877)	2,595,334		(2,595,334)		10,156		(279)	**9,877**
Equity-based compensation	144					9,810			**9,810**
Foreign currency translation adjustments	(586)							(1,334)	**(1,334)**
Net loss	(59,750)						(95,193)		**(95,193)**
Adjustment of redeemable noncontrolling interest to redemption amount	26,582					(26,582)			**(26,582)**
Balance as of December 31, 2024	**$ 33,080**	**15,734,264**	**$ 3**	**6,750,262**	**$ 2**	**$ 1,366,854**	**$ (1,330,443)**	**$ (2,349)**	**$ 34,067**

[1] Common stock shares outstanding have been retroactively adjusted to reflect the 1-for-20 Reverse Stock Split that occurred on October 2, 2023. Refer to *Note 16 — Equity* for additional information.

The accompanying notes are an integral part of these consolidated financial statements.

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Vacasa, Inc.
Notes to Consolidated Financial Statements

Note 1 — Description of Business and Recent Events

Description of Business

Vacasa, Inc. and its subsidiaries (the "Company") operate a vertically-integrated vacation rental platform. Homeowners utilize the Company's technology and services to realize income from their rental assets. Guests from around the world utilize the Company's technology and services to search for and book Vacasa-listed properties in the United States, Belize, Canada, Costa Rica, and Mexico. The Company collects nightly rent on behalf of homeowners and earns the majority of its revenue from commissions on rent and from additional reservation-related fees paid by guests when a vacation rental is booked directly through the Company's website or app or through its distribution partners. The Company conducts its business through Vacasa Holdings LLC ("Vacasa Holdings" or "OpCo") and its subsidiaries. The Company is headquartered in Portland, Oregon.

Recent Events

Agreement and Plan of Merger

On December 30, 2024, the Company and Vacasa Holdings entered into an Agreement and Plan of Merger (the "Merger Agreement") with Casago Holdings, LLC, a Delaware limited liability company ("Casago"), Vista Merger Sub II Inc., a Delaware corporation and a wholly owned subsidiary of Casago ("Company Merger Sub"), and Vista Merger Sub LLC, a Delaware limited liability company and a wholly owned subsidiary of Casago ("LLC Merger Sub" and collectively with Company Merger Sub, the "Merger Subs").

Upon the terms and subject to the conditions set forth in the Merger Agreement, (a) LLC Merger Sub will merge with and into Vacasa Holdings (the "LLC Merger"), with Vacasa Holdings surviving the LLC Merger as a wholly owned subsidiary of Casago and (b) Company Merger Sub will merge with and into the Company (the "Company Merger" and together with the LLC Merger, the "Mergers"), with the Company surviving the Company Merger as a wholly owned subsidiary of Casago.

At the effective time of the Company Merger (the "Company Merger Effective Time"), (a) each share of the Company's Class A Common Stock issued and outstanding immediately prior to the Company Merger Effective Time will be converted into the right to receive $5.02 in cash, without interest, subject to potential downward adjustment in accordance with the terms and conditions set forth in the Merger Agreement, as further detailed below (as adjusted, the "Merger Consideration"), and (b) each share of the Company's Class B Common Stock issued and outstanding immediately prior to the Company Merger Effective Time will automatically be canceled and cease to exist, as further detailed below. Immediately prior to the closing of the Mergers (the "Merger Closing"), each share of the Company's Class G Common Stock will automatically convert into shares of the Company's Class A Common Stock at the Class G Strategic Transaction Ratio (as defined in the Company's Certificate of Incorporation), and the former holders of the Company's Class G Common Stock will be entitled to receive the Merger Consideration in accordance with the Merger Agreement.

The Merger Consideration is subject to potential downward adjustment based on the number of homes under management by the Company (the "Unit Count") as of 12 business days prior to the anticipated closing date (such date, the "Adjustment Measurement Date"). The Merger Consideration will be reduced by $0.10 for every 500 units that the Unit Count falls below 32,000 units, which top-line number will be reduced by 600 units at the start of each month after March 31, 2025. Additionally, the Merger Consideration is subject to a downward adjustment if the Company's Liquidity (as defined in the Credit Agreement) is below $15 million as of the last liquidity measurement of the Company prior to the Adjustment Measurement Date. The Company will issue a press release prior to the Merger Closing announcing the final Merger Consideration. As of December 23, 2024, the Unit Count was approximately 36,500.

A special committee (the "Special Committee") of the board of directors of the Company (the "Board"), comprised solely of disinterested and independent members of the Board, unanimously (a) recommended that the Board approve and declare advisable the Merger Agreement and the transactions contemplated thereby, including the Mergers, and (b) recommended that, subject to Board approval, the Board submit the Merger Agreement to the stockholders of the Company for their adoption and recommend that the stockholders of the Company vote in favor of adoption of the Merger Agreement. The Board, acting on the recommendation of the Special Committee, (a) approved and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Mergers, (b) authorized and approved the execution, delivery and performance by the Company and Vacasa Holdings of the Merger Agreement and the consummation of the transactions contemplated thereby, including the Mergers, upon the terms and subject to the conditions contained therein, (c) directed that the adoption of the Merger Agreement be submitted to a vote of the stockholders of the Company at a meeting of the stockholders of the Company or, if the Company receives executed written consents from stockholders sufficient to obtain the required approvals from the Company's stockholders on or prior to the 14th day following the date of the Merger Agreement,

through written consent, and (d) recommended that the stockholders of the Company vote in favor of the adoption of the Merger Agreement. Both the Special Committee and the Board determined that the Merger Agreement and the transactions contemplated thereby, including the Mergers, are fair to, and in the best interests of, the Company and its Unaffiliated Stockholders (as defined in the Merger Agreement). The Company did not receive executed consents sufficient to obtain the required approvals from the Company's stockholders on or prior to the 14th day following the date of the Merger Agreement.

Consummation of the Mergers is subject to the satisfaction or, if permitted by law, waiver by the Company, Casago, or both, of a number of conditions, including, among other customary closing conditions, (a) (i) the receipt of the required approvals from the Company's stockholders, (b) the absence of any order or other action that is in effect (whether temporary, preliminary or permanent) by a governmental authority restraining, enjoining or otherwise prohibiting the consummation of the Mergers, (c) the absence of a material adverse effect of the Company since the date of the Merger Agreement, (d) the occurrence of the Company LLC Units Redemptions (as defined in the Merger Agreement), (e) the absence of termination or acceleration of the Credit Agreement by the lenders thereunder, and the becoming effective of the amendments set forth in Amendment No. 4 to the Credit Agreement at or substantially concurrently with the Merger Closing (including any amendments made in accordance with the Merger Agreement), (f) the Unit Count not being less than 24,000 as of Adjustment Measurement Date, and (g) the performance by the Company of its obligations, including payoff thereof in accordance with the Merger Agreement, relating to the payoff letters with respect to the indebtedness in respect of the convertible notes held by DK VSCA Lender LLC ("DK"), an affiliate of Davidson Kempner Capital Management LP ("Davidson Kempner"), in accordance with the terms of the Merger Agreement. Moreover, each party's obligation to consummate the Mergers is subject to certain other conditions, including the accuracy of the other party's representations and warranties (subject to certain materiality or other qualifiers) and the other party's compliance with its covenants and agreements contained in the Merger Agreement (subject to certain materiality qualifiers).

The Merger Agreement contains certain termination rights for each of the Company and Casago, and in certain circumstances, a termination fee would be payable by the terminating party.

If the Mergers are consummated, the Company's Class A Common Stock will be delisted from Nasdaq and deregistered under the Securities Exchange Act of 1934, as amended (the "Exchange Act") as promptly as practicable after the Company Merger Effective Time.

The foregoing description of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which is included as an exhibit to this Annual Report.

Convertible Notes

On August 7, 2024, the Company, and certain of its majority-owned subsidiaries entered into a note purchase agreement (as subsequently amended on October 25, 2024, the "Note Purchase Agreement") with the purchaser thereof, DK, and certain existing holders of the Company's Class A Common Stock, as described further in, Note 13, *Debt*.

Workforce Reductions

Reorganization

On May 7, 2024, the Board of Directors of the Company (the "Board") approved a workforce reduction and reorganization plan (the "Reorganization"). These changes implemented a reorganization of the Company's operations to further equip its field teams to locally manage, and be accountable for, their markets, while significantly reducing the Company's central corporate footprint. The Reorganization included the elimination of approximately 800 positions across the Company, in both its local operations teams and central teams, representing approximately 13% of the workforce, or approximately 6% of our field teams and approximately 40% of our corporate and central operations teams.

In connection with the Reorganization, during the year ended December 31, 2024, the Company incurred severance and employee benefits costs of approximately $6.0 million, which are included in operating costs and expenses in the consolidated statements of operations. The Reorganization was substantially complete as of September 30, 2024.

2024 Plan

On February 27, 2024, the Board approved a workforce reduction plan (the "2024 Plan") designed to align the Company's expected cost base with its 2024 strategic and operating priorities. The 2024 Plan included the elimination of approximately 320 positions across the Company, in both its local operations teams and central teams, representing approximately 5% of the workforce, or approximately 2% of the local operations teams and approximately 6% of the central team.

In connection with the 2024 Plan, during the year ended December 31, 2024, the Company incurred severance and employee benefits costs of approximately $1.9 million and professional service costs of $1.4 million, which are included in operating costs and expenses in the consolidated statements of operations.

2023 Plan

In January 2023, the Company implemented a workforce reduction plan (the "2023 Plan") designed to align the Company's expected cost base with its 2023 strategic and operating priorities. The 2023 Plan included the elimination of approximately 1,300 positions across the Company, in both the Company's local operations teams and central teams, representing approximately 17% of the workforce.

In connection with the 2023 Plan, the Company incurred severance and employee benefits costs of approximately $5.1 million during the year ended December 31, 2023, which are included in operating costs and expenses in the consolidated statements of operations.

Reverse Stock Split

On October 2, 2023, the Company completed a 1-for-20 reverse stock split of the Company's Class A Common Stock, Class B Common Stock, and Class G Common Stock (the "Reverse Stock Split"). As appropriate, share and share-related information presented in these consolidated financial statements has been retroactively adjusted to reflect the decreased number of shares resulting from the Reverse Stock Split. See Note 16, *Equity*, for additional information.

Note 2 — Basis of Presentation and Use of Estimates

Basis of Presentation

The Consolidated Financial Statements include the accounts of the Company, its wholly-owned or majority-owned subsidiaries, and entities in which the Company is deemed to have a direct or indirect controlling financial interest based on either a variable interest model or voting interest model. All intercompany accounts and transactions have been eliminated in consolidation.

The Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP") and pursuant to the rules and regulations of the U.S. Securities and Exchange Commission.

Vacasa, Inc. was incorporated on July 1, 2021 under the laws of the state of Delaware as a wholly owned subsidiary of Vacasa Holdings LLC ("Vacasa Holdings") for the purpose of consummating the business combination described herein. In December 2021, Vacasa, Inc. merged with TPG Pace Solutions Corp., with Vacasa, Inc. continuing as the surviving entity, following which Vacasa, Inc. consummated a series of reorganization transactions through which Vacasa, Inc. became the sole manager and owner of approximately 50.3% of the outstanding equity interests in Vacasa Holdings, and Vacasa Holdings cancelled its ownership interest in Vacasa, Inc. The business combination was accounted for as a reverse recapitalization (the "Reverse Recapitalization") in accordance with accounting principles generally accepted in the United States of America. For the period from inception to December 6, 2021, Vacasa, Inc. had no operations, assets or liabilities. Unless otherwise indicated, the financial information included herein is that of Vacasa Holdings, which, following the business combination, became the business of Vacasa, Inc. and its subsidiaries.

On July 28, 2021, the Company entered into the Business Combination Agreement to become a publicly traded company through a business combination with TPG Pace Solutions Corp., a special purpose acquisition company.

Additionally, unless the context otherwise requires, references herein to the "Company," "we," "us"" or "our" refer (a) after December 6, 2021, to Vacasa, Inc. and its consolidated subsidiaries and (b) prior to December 6, 2021, to Vacasa Holdings and its consolidated subsidiaries.

As of December 31, 2024, the Company held 15,734,264 units of Vacasa Holdings ("OpCo Units"), which represented an ownership interest of approximately 70%. The portion of the consolidated subsidiaries not owned by the Company and any related activity is eliminated through redeemable noncontrolling interests in the consolidated balance sheets and net loss attributable to redeemable noncontrolling interests in the consolidated statements of operations.

The Company is an emerging growth company, as defined in Section 2(a) of the Securities Act, as modified by the Jumpstart Our Business Startups Act of 2012, which permits the Company to take advantage of an extended transition period to comply with new or revised accounting standards applicable to public companies. As of January 1, 2022, the Company elected to irrevocably opt out of the extended transition period.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenue and expenses during the reporting period. Significant estimates and assumptions reflected in the consolidated financial statements include, but are not limited to, the useful lives of property and equipment and intangible assets, allowance for credit losses, valuation of assets acquired and liabilities assumed in business acquisitions and related contingent consideration, valuation of redeemable convertible preferred units, valuation of equity-based compensation, valuation of goodwill, valuation of long-lived assets, and valuation of financial instruments remeasured at fair value through earnings. Actual results may differ materially from such estimates. Management believes that the estimates, and judgments upon which they rely, are reasonable based upon information available to them at the time that these estimates and judgments are made. To the extent that there are material differences between these estimates and the actual results, the Company’s consolidated financial statements will be affected.

Revision of Prior Period Financial Statements

During the year ended December 31, 2024, the Company identified a prior period error that originated in periods prior to and including fiscal 2020 related to the recording of its internally developed software and related amortization which affected the balance sheet and statement of equity as of December 31, 2021.

In evaluating whether our previously issued consolidated financial statements were materially misstated, the Company considered the guidance in Accounting Standards Codification ("ASC") Topic 250, Accounting Changes and Error Corrections, ASC Topic 250-10-S99-1, Assessing Materiality, and ASC Topic 250-10-S99-2, Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements. The Company concluded this error was not material to

the prior reporting periods and therefore, amendments of previously filed reports were not required. Accordingly, the Company recorded a prior period adjustments to correct overstatement of accumulated deficit as of December 31, 2021. The revisions for these corrections to the applicable prior periods are reflected in the financial information herein and will be reflected in future filings containing such financial information.

The tables below reflect the revisions to the consolidated statements of equity as of December 31, 2021, 2022 and 2023 and consolidated balance sheet as of December 31, 2023:

	As of December 31, 2021		
	As previously reported	Adjustment	As revised
Accumulated deficit	$(751,891)	$5,600	$(746,291)

	As of December 31, 2022		
	As previously reported	Adjustment	As revised
Accumulated deficit	$(942,147)	$5,600	$(936,547)

	As of December 31, 2023		
	As previously reported	Adjustment	As revised
Property and equipment, net	$ 56,717	$ 5,600	$ 62,317
Accumulated deficit	$ (1,240,850)	$ 5,600	$ (1,235,250)

The table below reflects the Property and Equipment Note for the period ended December 31, 2023:

Property and Equipment Note

	As of December 31, 2023		
	As previously reported	Adjustment	As revised
Land	$ 13,394	$ —	$ 13,394
Buildings and building improvements	12,474	—	12,474
Leasehold improvements	6,526	—	6,526
Computer equipment	13,873	—	13,873
Furniture, fixtures, and other	26,340	—	26,340
Vehicles	8,276	—	8,276
Internal-use software	60,162	350	60,512
Total	141,045	350	141,395
Less: Accumulated depreciation	(84,328)	5,250	(79,078)
Property and equipment, net	$ 56,717	$ 5,600	$ 62,317

Note 3 — Significant Accounting Policies

Cash, Cash Equivalents and Restricted Cash

Cash includes demand deposits with banks and financial institutions, as well as cash in transit from payment processors. Cash equivalents includes short-term, highly liquid securities, including money market funds and term deposit investments with maturities of 90 days or less when purchased and their carrying amounts approximate fair value due to their short-term nature. The Company generally places its cash and cash equivalents and investments with major financial institutions deemed to be of high-credit-quality in order to limit its credit exposure. The Company maintains its cash accounts with financial institutions where, at times, deposits exceed federal insurance limits. Restricted cash primarily represents payments made by guests in advance of reservations that are required to be held in escrow accounts until the rescission period expires in accordance with U.S. state regulations.

Accounts Receivable, net

Accounts receivable, net primarily represents amounts owed by homeowners for reimbursable expenses incurred by the Company in accordance with the homeowner contract, amounts owed by third-party distribution partners acting as a merchant of record for guest stays that have commenced, amounts owed by community and homeowner associations for services provided, and amounts owed by the prior owners of acquired businesses managed under transition services agreements. The allowance for credit losses is estimated based on historical experience, aging of the receivable, the counterparty's ability to pay, condition of general economy and industry, and other factors. The allowance for credit losses reflects the Company's best estimate of probable losses inherent in the accounts receivable balance. Accounts receivable deemed uncollectible are charged against the allowance for credit losses when identified.

As of December 31, 2024 and 2023, the Company's allowance for credit losses related to accounts receivable was $14.0 million and $11.7 million, respectively. For the years ended December 31, 2024, 2023, and 2022, the Company recognized credit loss expense of $4.7 million, $5.0 million, and $5.4 million, respectively, which were recorded as a component of general and administrative expense in the consolidated statements of operations.

Property and Equipment, net

Property and equipment are stated at cost or at fair value for assets acquired as part of a business combination. Costs of maintenance and repairs that do not improve or extend the useful lives of assets are expensed as incurred.

Property and equipment includes capitalized costs related to the development of the Company's technology platform, mobile apps, and marketplace. Software development costs related to software developed or modified solely to meet the Company's internal requirements, with no substantive plans to market such software at the time of development, are capitalized during the application development stage of the project. Costs incurred during the preliminary planning and evaluation stage of the project and during the post implementation operational stage are expensed as incurred. Additionally, the Company capitalizes qualifying costs incurred for upgrades and enhancements that result in additional functionality to existing software. Depreciation of such costs begins when the project milestones are substantially complete and software is ready for its intended use.

Depreciation of property and equipment is calculated using the straight-line method over the estimated useful lives of the assets. Upon retirement or sale, the cost and related accumulated depreciation are removed from the consolidated balance sheet and the resulting gain or loss is recorded as a component of general and administrative expense in the consolidated statements of operations. Gains and losses on disposal of assets were not material for the years ended December 31, 2024, 2023, and 2022.

Intangible Assets, net

The Company's intangible assets consist primarily of acquired homeowner contracts, databases, photos and property listings, trade names, noncompete agreements, and other. Intangible assets are recorded at fair value as of the date of acquisition and are amortized on a straight-line basis over an estimated economic life ranging from one to ten years. The Company reviews definite-lived intangible assets for impairment in accordance with its policy for long-lived assets.

Impairment of Long-lived Assets

The Company evaluates its long-lived assets or asset groups for indicators of possible impairment by comparing the carrying amount to future net undiscounted cash flows expected to be generated by such asset or asset group, including upon its eventual disposal, when events or changes in circumstances indicate the carrying amount of an asset or asset group may not be recoverable. If the carrying amount of the long-lived asset is not recoverable on an undiscounted cash flow basis, impairment is recognized to the extent that the carrying amount exceeds its fair value. Fair value is determined primarily using the estimated cash flows discounted at a rate commensurate with the risk involved and based on assumptions representative of market participants. The Company recorded long-lived asset impairment charges of $84.0 million and $46.0 million during the year ended December 31, 2024 and 2023, respectively. Refer to Note 10, *Intangible Assets, Net and Goodwill*, for additional information.

Business Combinations

In accordance with applicable accounting standards, the Company estimates the fair value of assets acquired and liabilities assumed as of the acquisition date of each business combination. Any excess purchase price over the fair value of the net tangible and intangible assets acquired is allocated to goodwill. Management makes certain estimates and assumptions when determining the fair values of assets acquired and liabilities assumed, including intangible assets. Critical estimates in valuing certain intangible assets include but are not limited to future expected cash flows from homeowner contracts, databases, photos and property listings, and trade names, as well as discount rates. At the acquisition date, the Company will also record acquisition related liabilities, if applicable, for any contingent consideration or deferred payments to the seller. Contingent consideration is recorded at fair value on the acquisition date based on the Company's expectation of achieving the contractually defined homeowner contract conversion and retention targets. The fair value of the contingent consideration liabilities is remeasured each reporting period after the acquisition date and any changes in the estimated fair value are reflected as gains or losses in general and administrative expense in the consolidated statements of operations. The contingent consideration liabilities were immaterial and $8.0 million as of December 31, 2024 and 2023, respectively. The deferred payments to sellers are recognized on the acquisition date at fair value by calculating the risk adjusted present value of the deferred cash payments to be made to the seller. The deferred payments to seller balances were $4.7 million and $8.3 million as of December 31, 2024 and 2023, respectively. Contingent consideration liabilities and deferred payments to sellers are recorded as a component of accrued expenses and other current liabilities and other long-term liabilities in the consolidated balance sheets based on the expected timing of settlement.

Management's estimates of fair value are based upon assumptions believed to be reasonable, but which are inherently uncertain and unpredictable and, as a result, actual results may differ from estimates. Any changes to provisional amounts identified during the measurement period are recognized in the reporting period in which the adjustment amounts are determined. Transaction costs associated with business combinations are expensed as incurred.

Goodwill

Goodwill represents the excess of the purchase price over the fair value of net assets acquired in a business combination. The Company has one reporting unit that the Company tests for impairment on the first day of the fourth quarter, or whenever events or changes in circumstances indicate that goodwill might be impaired. The Company reviews goodwill for impairment by initially considering qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount, including goodwill, as a basis for determining whether it is necessary to perform a quantitative analysis. If it is determined that it is more likely than not that the fair value of the reporting unit is less than its carrying amount, a quantitative analysis is performed to identify goodwill impairment. The Company may elect to bypass the qualitative assessment and proceed directly to performing a quantitative analysis.

If the fair value of the reporting unit exceeds its carrying amount, goodwill is not impaired. If the fair value of the reporting unit is less than its carrying amount, a goodwill impairment loss is measured as the excess of the carrying amount of the reporting unit over its fair value (not to exceed the reporting unit's total goodwill balance).

Refer to Note 10, *Intangible Assets, Net and Goodwill*, for additional information.

Loss Contingencies

The Company is subject to legal proceedings and claims that arise in the ordinary course of business. The Company accrues for losses associated with legal claims when such losses are both probable and reasonably estimable. These accruals are adjusted as additional information becomes available or circumstances change.

Leases

The Company adopted Accounting Standards Update ("ASU") 2016-02, Leases (Topic 842), and all related amendments on January 1, 2022, on a modified retrospective basis. Under Topic 842, the Company determines if an arrangement is or contains a lease at inception. A contract is or contains a lease if it conveys the right to control the use of an identified asset for a period of time in exchange for consideration. The lease term includes options to extend the lease when it is reasonably certain that the Company will exercise that option and when doing so is at the Company's sole discretion. The Company has elected the short-term lease exception for all classes of assets, and therefore has not applied the recognition requirements of Topic 842 to leases of 12 months or less. The Company has also elected the practical expedient not to separate lease and non-lease components for all classes of assets.

The Company's classes of assets that are leased include real estate leases and equipment leases. Real estate leases typically pertain to the Company's corporate office locations, field operation locations, or vacation properties whereby the Company takes control of a third party's property during the lease period for the purpose of renting the property on a short-term basis. Most of the Company's leases are operating leases, and activities related to finance leases were not material for any of the periods presented.

The Company recognizes lease expense on a straight-line basis over the lease term. The Company's lease agreements may contain variable costs such as common area maintenance, operating expenses or other costs. Variable lease costs are expensed as incurred on the consolidated statements of operations.

Operating lease right-of-use ("ROU") assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. Operating lease liabilities represent the present value of lease payments not yet paid. Operating lease ROU assets represent the Company's right to use an underlying asset and are based upon the operating lease liabilities adjusted for prepayments or accrued lease payments, initial direct costs, lease incentives, and impairment of operating lease assets. As most of the Company's leases do not provide an implicit rate, the Company uses an estimated incremental borrowing rate based on the lease term and the economic environment of the lease at the lease commencement date, which is then utilized to determine the present value of future lease payments. The incremental borrowing rate represents the rate of interest the Company would have to pay to borrow on a collateralized basis over a similar term an amount equal to the lease payments in a similar economic environment.

Subrental income is recognized on a straight-line basis over the lease term and is included as a contra-expense within operations and support and general and administrative in the consolidated statements of operations. Where the Company has entered into a sublease arrangement, the Company will evaluate the lease arrangement for impairment. To the extent an impairment of the right-of-use lease asset is recognized, the Company will recognize lease impairment and subsequently amortize the remaining lease asset on a straight-line basis over the remaining lease term within operations and support and general and administrative expenses in the consolidated statements of operations. Refer to Note 8, *Fair Value Measurements*, for additional information.

Fair Value

The Company measures certain assets and liabilities at fair value on a recurring basis based on an expected exit price, which represents the amount that would be received on the sale of an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The accounting guidance for fair value measurements defines a three-level valuation hierarchy for disclosures as follows:

Level 1 — Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 — Inputs reflect quoted prices for identical assets or liabilities in markets that are not active; quoted prices for similar assets or liabilities in active markets; inputs other than quoted prices that are observable for the assets or liabilities; or inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Level 3 — Unobservable inputs reflecting the Company's own assumptions incorporated in valuation techniques used to determine fair value. These assumptions are required to be consistent with market participant assumptions that are reasonably available.

The carrying amounts of certain of the Company's financial instruments, which include cash equivalents, restricted cash, accounts receivable, net, prepaid expenses and other current assets, accounts payable, and accrued expenses and other current liabilities approximate their fair values due to their short maturities.

Revenue from Contracts with Customers

The Company recognizes revenue in accordance with ASC 606, *Revenue from Contracts with Customers*. The Company operates a vertically-integrated vacation rental platform. The Company collects nightly rent on behalf of homeowners and earns the majority of its revenue from commissions on rent and from additional reservation-related fees paid by guests when a vacation rental is booked directly through the Company's website or app or through its distribution partners. The majority of the Company's vacation homes under management are located in the United States. The Company considers both the homeowners and guests to be its customers.

The Company fulfills its obligations to its customers in various ways, depending on the nature of the contract. For all performance obligations, sales taxes are excluded from the transaction price.

Vacation Rental Platform

Under the Company's homeowner contracts, the Company generally acts as the exclusive agent on the homeowners' behalf to perform an integrated agency service that consists of (a) acting as the vacation home letting agent and direct intermediary between the homeowner and the guest, (b) performing routine care of the vacation property during the stay and upon guest departure, (c) 24/7 contact center support for guests and homeowners as well as local operations support, and (d) performing inspections, routine maintenance, minor repairs, and inventory management of required supplies of the property. The integrated agency service provided to homeowners represents a single distinct performance obligation.

The Company markets homes on its platform directly on vacasa.com and its guest app and via its third-party distribution partners. Upon confirmation of a vacation home booking by a guest, the Company, on behalf of a homeowner, agrees to provide use of the vacation home for a specified period of time. At the time of booking, the guest agrees to pay the total booking value which is comprised of the nightly reservation rate, other reservation-related fees, and applicable sales taxes. The transaction price under the homeowner contracts represents variable consideration as the amount to which the Company is entitled depends on the total amount collected for each reservation. The uncertainty associated with the transaction price is generally resolved upon the booking, subject to estimates for cancellations and refunds. In accordance with the Company's homeowner contracts, the Company earns commission revenue for a portion of the nightly rate and the other reservation-related fees for the integrated agency and guest services rendered.

The total booking value is generally due prior to the commencement of the reservation. The total booking value collected in advance of the reservation is recorded on the balance sheets as funds payable to owners, hospitality and sales taxes payable and deferred revenue in the amount obligated to the homeowner, the taxing authority, and the Company, respectively.

While the guest primarily interacts with the Company as part of the booking process, the homeowner is primarily responsible for fulfilling the promise to the guest, and as a result, the Company recognizes commission revenue net of the amount due to the homeowner under the contract. The performance obligation to provide the integrated agency services and guest services meets the criteria for recognition over time as the homeowner and guest simultaneously receive and consume the benefits from the services. The Company recognizes revenue for these services over the duration of each guest stay. The Company primarily remits payments to the homeowners for the portion of the total booking value obligated to the homeowner for completed guest stays on a monthly basis, except in certain regulated markets in which a portion of the amount obligated to the homeowner is paid in advance.

In certain instances, the Company may offer a refund related to a completed stay. The Company accounts for these refunds as variable consideration, which results in a reduction to revenue.

In addition to providing the integrated agency services under the homeowner contract, the Company may also provide home care solutions directly to the homeowner, such as home maintenance and improvement services, linen and towel supply programs, supplemental housekeeping services, and other related services, for a separately agreed upon fee. These services may be provided by Company personnel or third-party contractors acting on the Company's behalf. The Company recognizes this revenue on a gross basis as the Company is primarily responsible for providing these goods and services to the customer. These services represent distinct performance obligations provided to the homeowner as the Company's customer. Fees for home care solutions are generally charged on a monthly basis in accordance with the homeowner contract and may be recognized at that point in time or over the duration of the service provided.

Other Services

In addition to providing vacation rental platform services, the Company provides management services to community associations and previously provided real estate buy/sell brokerage services. The purpose of these services is to attract and retain homeowners as customers of the Company's vacation rental platform.

Under the community association management services, the Company provides common area vacation rental management, community governance, and association accounting services to community and homeowner associations in exchange for a management fee and other incrementally billed services. The services represent an individual performance obligation in which the Company has determined it is primarily responsible. Revenue is recognized over time as services are rendered for the management fee and incrementally billed services are recognized at a point in time.

The Company completed the wind down of its separate real estate buy/sell brokerage services during 2023. Real estate commissions earned by the Company's real estate brokerage business were recorded as revenue at a point in time that is upon the closing of a real estate transaction (i.e., purchase or sale of a home). The commissions the Company paid to real estate agents was recognized concurrently with associated revenues and presented as cost of revenue in the consolidated statements of operations. The Company will continue to retain real estate brokerage licenses, where required, in order to facilitate its vacation rental management services.

Convertible Notes

The Company determined the Convertible Notes (as defined in Note 13, *Debt*) were eligible for the fair value option and made such election to account for the Initial Notes (as defined in Note 13, *Debt*) entirely at fair value. The fair value option may be elected on an instrument-by-instrument basis and is irrevocable unless a new election date occurs. Additional Notes (as defined in Note 13, *Debt*) may be issued in subsequent periods where the Company would be able to make a fair value option election upon issuance provided eligibility criteria are met. The Company records the portion of the Convertible Notes that are issued and outstanding for accounting purposes at fair value with changes in fair value recorded in other income (expense), net in the consolidated statements of operations, except for the portion of the total change in fair value that results from a change in the instrument-specific credit risk of the Convertible Notes, which is recorded in other comprehensive income (loss). The fair value option election was made to align the accounting for the Convertible Notes with the Company's financial reporting objectives and reduce operational effort to account for embedded features that otherwise would require bifurcation as a separate unit of account.

Pursuant to the fair value option election, direct and incremental debt issuance costs and consideration paid to the lender related to the Convertible Notes were expensed as incurred and recorded in other income (expense), net in the consolidated statements of operations. Measurement of the change in fair value of the Convertible Notes includes accrued interest, whether paid-in-kind or cash.

Notes Option Liability

The Notes Option granted in conjunction with the Convertible Notes described in Note 13, *Debt*, is an equity-linked financial instrument required to be recognized as a liability remeasured through earnings. The Company records the Notes Option liability at fair value with changes in fair value recorded in other income (expense), net in the consolidated statements of operations.

Cost of Revenue, Exclusive of Depreciation and Amortization

Cost of revenue, exclusive of depreciation and amortization, consists primarily of employee compensation costs, which includes wages, benefits, and payroll taxes, and outside service costs for housekeeping, home maintenance, payment processing fees for merchant fees and chargebacks, laundry expenses, and housekeeping supplies, as well as fixed rent payments on certain owner contracts.

Operations and Support

Operations and support costs consist primarily of compensation costs, which includes wages, benefits, payroll taxes, and equity-based compensation, for employees that support the Company's local operations teams in the field. Also included is the cost of call center customer support and the allocation of facilities and certain corporate costs.

Technology and Development

Technology and development expenses consist primarily of compensation costs, which includes wages, benefits, payroll taxes, and equity-based compensation, for salaried employees and payments to contractors, net of capitalized expenses, engaged in the design, development, maintenance, and testing of the Company's platform, including the Company's websites, mobile applications, and other products. Costs qualifying for capitalization are recorded as a reduction of the Company's technology and development expenses and are capitalized as internal-use software within property and equipment on the consolidated balance sheets. These assets are depreciated over their estimated useful lives and are reported in depreciation on the Company's consolidated statements of operations. Also included within technology and development are information technology costs to support infrastructure, applications, and overall monitoring and security of networks, and other costs including for cloud, licensing, and maintenance.

Sales and Marketing

Sales and marketing expenses consist primarily of compensation costs, which includes wages, sales commissions, benefits, payroll taxes, and equity-based compensation, the Company's sales force and marketing personnel, payments to distribution partners for guest reservations, digital and mail-based advertising costs for homeowners, advertising costs for search engine marketing and other digital guest advertising, and brand marketing. The Company expenses advertising and other promotional expenditures as incurred. Advertising expenses were $19.5 million, $31.9 million, and $34.5 million, for the years ended December 31, 2024, 2023, and 2022, respectively.

General and Administrative

General and administrative expenses primarily consist of personnel-related compensation costs, including equity-based compensation, for administrative employees, including finance and accounting, human resources, communications, and legal, as well as general corporate and director and officer insurance. General and administrative costs also include professional services fees, including accounting, legal and consulting expenses, rent expense for corporate facilities and storage, office supplies, and travel and entertainment expenses.

Equity-Based Compensation

The Company measures all equity-based compensation awards based on their estimated fair values on the date of grant. For awards with graded vesting features that contain only service conditions, the Company recognizes compensation expense on a straight-line basis over the requisite service period for the entire award. For awards with graded vesting features that contain either market or performance conditions, the Company recognizes compensation expense over the requisite service period for each separately vesting tranche as though each tranche of the award is, in substance, a separate award. The Company accounts for forfeitures as they occur.

Equity-based compensation awards granted subsequent to the Reverse Recapitalization consist of restricted stock units ("RSUs"), performance stock units ("PSUs"), and rights granted under the employee stock purchase plan ("ESPP"). The fair value of RSUs is measured based on the closing market price of the underlying stock on the date of grant. The fair value of PSUs is based on certain market performance criteria and is measured using a Monte Carlo simulation pricing model. The fair value of employee stock purchase rights granted under the ESPP is estimated on the date of grant using the Black-Scholes option pricing model.

Equity-based compensation awards granted prior to the Reverse Recapitalization consisted of stock appreciation rights ("SARs"), stock options, and employee equity units. The determination of the grant-date fair value of these awards utilized an option-pricing model that used the value of the Company's equity units on the date of grant, the expected term of the awards, volatility, risk-free interest rate, and discount for lack of marketability. The Company's computation of expected volatility was based on the historical volatility of selected comparable publicly traded companies over a period equal to the expected term of the award. The risk-free interest rate reflected the U.S. Treasury yield curve for a similar instrument with the same expected term in effect at the time of the grant. The value of the Company's equity units was determined by first determining the business enterprise value ("BEV") of Vacasa Holdings and then allocating that equity fair value to Vacasa Holdings' redeemable convertible preferred units, common units, and common unit equivalents. The BEV was estimated primarily using a market approach, which measures the value of a business through an analysis of recent sales or offerings of comparable investments or assets and comparing a business to a group of its peer companies.

Income Taxes

Vacasa, Inc. is a corporation and is subject to U.S. federal as well as state income tax, including with respect to the income or loss allocated from its investment in Vacasa Holdings LLC. Vacasa Holdings LLC is taxed as a partnership (including the operations of many of its subsidiaries which are limited liability companies) for which the taxable income or loss is allocated to members.

Certain of the Vacasa Holdings LLC operating subsidiaries are considered taxable Corporations for U.S. or foreign income tax purposes. The Company and its taxable subsidiaries account for income taxes using the asset and liability method, which requires the recognition of deferred tax amounts for the expected future tax consequences of events that have been included in the consolidated financial statements and tax carryforwards. Deferred income taxes are recognized by applying enacted statutory tax rates applicable to the year in which the differences are expected to reverse. The deferred tax effect of a change in tax rates is recognized in the consolidated statements of operations in the period that includes the enactment date. The Company accounts for deferred taxes on investments in partnerships using an outside basis difference approach. The measurement of deferred tax assets is reduced, if necessary, by a valuation allowance for any tax benefit for which the future realization is not more-likely-than-not based on an evaluation of all available positive and negative evidence.

The tax benefit of an uncertain tax position is recognized only if it is more likely than not to be sustained based solely on its technical merits as of the reporting date. For those tax positions that meet the more-likely-than-not recognition threshold, the Company recognizes the largest amount of tax benefit that is more than 50% likely to be realized upon ultimate settlement with the related tax authorities. The Company recognizes accrued interest and penalties related to unrecognized tax benefits in income tax expense and in tax-related liabilities on the consolidated balance sheet.

Tax Receivable Agreement

In connection with the Reverse Recapitalization, as described in Note 2, *Basis of Presentation and Use of Estimates*, the Company entered into the Tax Receivable Agreement with certain legacy Vacasa Holdings OpCo unitholders ("Existing VH Holders" or "TRA Parties") that provides for the payment by the Company to such TRA Parties (or their transferees or assignees) of 85% of the net cash savings, if any, in U.S. federal, state and local income tax or franchise tax that the Company realizes (determined by using certain assumptions) in periods after the Reverse Recapitalization as a result of (i) certain increases in tax basis that occur as a result of (A) any acquisition of OpCo Units from certain Existing VH Holders in the Reverse Recapitalization, (B) future exercises of the redemption rights under the OpCo LLC Agreement (the "Redemption Rights") by certain holders of OpCo Units to exchange their OpCo Units for shares of Class A Common Stock of the Company or cash at the Company's election, and (C) payments made under the Tax Receivable Agreement; (ii) any net operating losses or certain other tax attributes that become available to the Company to offset income or gain realized after the Blocker Mergers; (iii) any existing tax basis associated with Reference Assets (e.g., tangible and intangible assets other than cash, cash equivalents, receivables, inventory, deferred revenue, and prepaid amounts) of OpCo or its subsidiaries, the benefit of which is allocable to the Company as a result of the exchanges of OpCo Units for Class A Common Stock of the Company or cash; and (iv) tax benefits related to imputed interest deemed to be paid by the Company as a result of any payments that the Company makes under the Tax Receivable Agreement.

As of December 31, 2024, the Company has concluded, based on applicable accounting standards, that it was not probable that a TRA liability would be incurred. Accordingly, the Company has not recorded a liability related to the tax savings it may realize from utilization of the tax attributes subject to the TRA. If utilization of such tax attributes becomes probable in the future, the Company will record a liability related to the TRA, which will be recognized as expense within the consolidated statements of operations.

Concurrently with the execution and delivery of the Merger Agreement, the Company and Vacasa Holdings entered into that certain Amendment No. 1. to the Tax Receivable Agreement (the "TRA Amendment") with SLP Venice Holdings, L.P. and the Majority TRA Holders (as defined in the Tax Receivable Agreement) signatory thereto, pursuant to which the Majority TRA Holders agreed to amend the Tax Receivable Agreement to provide for the termination of the Tax Receivable Agreement and release the Company, Vacasa Holdings and the other parties thereto from any further rights or obligations under the Tax Receivable Agreement, including with respect to the payment of all or any portion of any Early Termination Payment (as defined in the Tax Receivable Agreement) or any other amounts owed pursuant to the Tax Receivable Agreement. If the Merger Agreement is terminated prior to the Merger Closing, the TRA Amendment will be void and of no force and effect, and the Tax Receivable Agreement will remain in full force and effect as if the TRA Amendment had not become effective.

The foregoing description of the TRA Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the TRA Amendment, a copy of which is included as an exhibit to this Annual Report.

Redeemable Noncontrolling Interest

Redeemable noncontrolling interest includes the economic interest of Vacasa Holdings OpCo Units not owned by the Company. Redeemable noncontrolling interests are initially recorded at the transaction price which is equal to their fair value, and the amount is subsequently adjusted for the proportionate share of earnings and other comprehensive income attributable to the redeemable noncontrolling interests and any dividends or distributions paid to the redeemable noncontrolling interests.

As of December 31, 2024, the Company directly owned approximately 70.0% of the interest in Vacasa Holdings, and the redeemable noncontrolling interest was 30.0%. As a result of the Reverse Recapitalization, as described in Note 2, *Basis of Presentation and Use of Estimates*, the redeemable noncontrolling interest relates to the economic interests in Vacasa Holdings held by certain Existing VH Holders. These economic interests are held in the form of Vacasa Holdings OpCo Units and an equivalent number of shares of the Company's Class B Common Stock that can be redeemed at the Company's election for shares of Class A Common Stock or cash in an amount equal to the fair market value of Class A Common Stock. Due to the cash redemption and the Existing VH Holders controlling the Board of Directors of the Company, the Company has accounted for the redeemable noncontrolling interest as temporary equity.

Foreign Currencies

The Company's reporting currency is the U.S. dollar. Operations in the Company's subsidiaries outside the United States ("U.S.") are recorded in the functional currency of each subsidiary which is determined by a review of the environment where each subsidiary primarily generates and expends cash. The results of operations for the Company's foreign subsidiaries outside the U.S. are translated from functional currencies into U.S. dollars using the weighted average currency rate for the period. Assets and liabilities are translated using the period end exchange rates. The U.S. dollar effects that arise from translating the net assets of these subsidiaries are recorded in other comprehensive income (loss).

Note 4 — Recent Accounting Pronouncements

Accounting Pronouncements Adopted in Fiscal Year 2024

Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures

In November 2023, the Financial Accounting Standards Board ("FASB") issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures,* which requires a public entity to disclose significant segment expenses and other segment items on both annual and interim bases and provide, in interim periods, all disclosures about a reportable segment's profit or loss and assets that are currently required annually. Additionally, it requires a public entity to disclose the title and position of the Chief Operating Decision Maker ("CODM"). The ASU does not change how a public entity identifies its operating segments, aggregates them, or applies the quantitative thresholds to determine its reportable segments. The new standard is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. A public entity should apply the amendments in this ASU retrospectively to all prior periods presented in the financial statements. The Company adopted this ASU on December 31, 2024. As a result of the adoption of ASU 2023-07, the Company included additional disclosures about significant segment expenses in Note 19, *Segment Reporting.* The adoption of this ASU did not have an impact on the Company's financial position, results of operations and cash flows.

Accounting Pronouncements Not Yet Adopted

Income Taxes (Topic 740): Improvements to Income Tax Disclosures.

In December 2023, the FASB issued ASU 2023-09, *Improvements to Income Tax Disclosures,* which requires a public business entity to disclose, on an annual basis, a tabular rate reconciliation using both percentages and currency amounts, broken out into specified categories with certain reconciling items further broken out by nature and jurisdiction to the extent those items exceed a specified threshold. In addition, all entities are required to disclose income taxes paid, net of refunds received disaggregated by federal, state/local, and foreign and by jurisdiction if the amount is at least 5% of total income tax payments, net of refunds received. The new guidance is effective for public business entities for annual periods beginning after December 15, 2024. An entity may apply the amendments in this ASU prospectively by providing the revised disclosures for the period ending December 31, 2025 and continue to provide the pre-ASU disclosures for the prior periods, or may apply the amendments retrospectively by providing the revised disclosures for all periods presented. The Company is currently evaluating the impact of this ASU on its related disclosures but does not anticipate a material impact.

Income Statement-Reporting Comprehensive Income-Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses

In November 2024, the FASB issued ASU 2024-03, *Income Statement Reporting Comprehensive Income-Expense Disaggregation Disclosures,* which improves the disclosures about a public business entity's costs and expenses by requiring the Company to disclose more detailed information about the types of expenses (including employee compensation, depreciation and amortization) included in each relevant income statement caption. This ASU is effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027. The Company is currently evaluating the impact of this ASU on its consolidated financial statements and related disclosures.

Debt with Conversion and Other Options (Subtopic 470-20): Induced Conversions of Convertible Debt Instruments

In November 2024, the FASB issued ASU 2024-04, *Debt with Conversion and Other Options,* which is intended to clarify requirements for determining whether certain settlements of convertible debt instruments, including convertible debt instruments with cash conversion features or convertible debt instruments that are not currently convertible, should be accounted for as an induced conversion. This ASU is effective for all entities for annual reporting periods beginning after December 15, 2025, and interim reporting periods within those annual reporting periods, with early adoption permitted.
The Company is currently evaluating the impact of this ASU on its consolidated financial statements and related disclosures.

Note 5 — Liquidity and Capital Resources

Liquidity

Since the Company's founding, its principal sources of liquidity have been from proceeds received through the issuance of equity and debt financing. The Company has incurred significant operating losses and generated negative cash flows from operations as it has invested to support the growth of the business. To execute on its strategic initiatives, the Company has and will continue to incur operating losses and generate negative cash flows from operations on an annual basis now and in the future, and as a result, will require and continue to need additional capital resources.

As of December 31, 2024, the Company had cash and cash equivalents of $88.5 million. The Company experienced more variable and generally weaker demand than is typical in the year ended December 31, 2024 and, as a result, its cash position did not build as expected in the period.

On May 7, 2024, the Board of Directors of the Company approved the Reorganization. The Reorganization changed the Company's operations to further equip its field teams to locally manage, and be accountable for, their markets while significantly reducing the Company's central operations footprint. The Reorganization included a workforce reduction which is described further in Note 1*, Description of Business and Recent Events.* This Reorganization involved significant structural changes to the way the Company runs its business, including a significant reduction in its corporate personnel and functions. Although the Company believes the Reorganization and associated operational changes will improve the long-term efficacy of its business model by empowering the local markets, streamlining corporate functions, and better position it for profitability and to generate free cash flow over the long term, the implementation and execution of the Reorganization measures are subject to significant risks and uncertainties, including whether the Company has targeted the appropriate areas for its cost-saving efforts and at the appropriate scale. If the Reorganization plan is not successful, the Company may not realize all or any of the anticipated benefits, which could adversely affect the business, financial condition, and results of operations, including its liquidity position and ability to raise additional capital.

The Company’s primary requirements for liquidity and capital are to finance working capital requirements, capital expenditures, and other general corporate purposes. As a result of the significant fluctuations in the Company's cash position, continued decreases in the number of homes on its platform, lower guest demand, changes in booking patterns, and the potential impact of the Reorganization on the business, the Company sought opportunities for additional capital. On May 8, 2024, the Company drew $81.0 million under the Revolving Credit Facility (defined in Note 13*, Debt*), which is subject to financial covenants as described in Note 13*, Debt*. On August 7, 2024, a subsidiary of the Company issued $30.0 million of Convertible Notes (as defined in Note 13*, Debt*) to supplement its cash position.

The Company continues to assess its liquidity position and opportunities for additional capital, which may be obtained through additional equity offerings, which would dilute the ownership of the Company's existing stockholders, or additional debt financings, which may contain covenants that restrict the operations of the business or otherwise contain terms unfavorable or dilutive to the business and its existing stockholders. In the event that additional financing is required from outside sources, the

Company may not be able to raise the financing on terms acceptable to the Company or at all. If the Company is unable to raise additional capital when desired, its business, financial condition, and results of operations could be adversely affected.

The Company expects to continue to fund operations primarily through use of its cash and cash equivalents, debt financing, and equity offerings. The Company believes its existing sources of liquidity will be sufficient to fund operations, working capital requirements, capital expenditures, and service debt obligations for at least the next 12 months as of the date of this filing.

Note 6 — Revenue

Revenue Disaggregation

A disaggregation of the Company's revenues by nature of the Company's performance obligations is as follows (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Vacation rental platform	$ 889,561	$ 1,089,817	$ 1,142,669
Other services	20,924	28,133	45,281
Total	$ 910,485	$ 1,117,950	$ 1,187,950

Contract Liability Balances

Contract liability balances on the Company's consolidated balance sheets consist of deferred revenue for amounts collected in advance of a guest stay, limited to the amount of the booking to which the Company expects to be entitled as revenue. The Company's deferred revenue balances exclude funds payable to owners and hospitality and sales taxes payable, as those amounts will not result in revenue recognition. Deferred revenue is recognized into revenue over the period in which a guest completes a stay. Substantially all of the deferred revenue balances at the end of each period are expected to be recognized as revenue within the subsequent 12 months.

Future Stay Credits

In the event a booked reservation made through our website or app is cancelled, the Company may offer a refund or a future stay credit up to the value of the booked reservation. Future stay credits are recognized upon issuance as a liability on the Company's consolidated balance sheets. Revenue from future stay credits is recognized when redeemed by guests, net of the portion of the booking attributable to funds payable to owners and hospitality and sales taxes payable. The Company uses historical breakage rates to estimate the portion of future stay credits that will not be redeemed by guests and recognizes these amounts as breakage revenue in proportion to the expected pattern of redemption or upon expiration.

Future stay credits typically expire 15 months from the date of issue. As part of the Company's response to the COVID-19 pandemic, certain future stay credits issued during the first three quarters of 2020 were extended from their original expiration, and the first of these future stay credits began to expire during the first quarter of 2022. Prior to the first quarter of 2022, the Company did not recognize breakage revenue associated with future stay credits. The Company determined that any estimate of breakage was fully constrained, primarily due to a lack of historical information to make the estimate since no future stay credits had yet reached their expiration date.

The table below presents the activity of the Company's future stay credit liability balance (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Future stay credit liability at beginning of year	$ 584	$ 3,369	$ 30,995
Issuances	634	1,907	9,404
Acquired in business combinations	—	—	378
Redemptions	(914)	(3,149)	(21,374)
Breakage recognized in revenue	(131)	(1,537)	(15,993)
Foreign currency fluctuations	(5)	(6)	(41)
Future stay credit liability at end of year	$ 168	$ 584	$ 3,369

Costs to Obtain a Contract

The Company capitalizes certain costs it incurs to obtain new homeowner contracts when those costs are expected to be recovered through revenue generated from that contract. Capitalized amounts are amortized on a straight-line basis over the estimated life of the customer through sales and marketing expenses in the consolidated statements of operations. Costs to obtain a contract, net of accumulated amortization, capitalized as of December 31, 2024 and 2023 were $29.6 million and $34.8 million, respectively, and were recorded as a component of prepaid expenses and other current assets and other long-term assets in the consolidated balance sheets. The amount of amortization recorded for the years ended December 31, 2024, 2023, and 2022 was $14.8 million, $8.7 million, and $5.5 million, respectively.

Note 7 — Acquisitions

The Company has acquired vacation rental properties on its platform through individual additions, as well as through portfolio and strategic acquisitions, where the Company acquires and onboards multiple homes in a single transaction. Portfolio and strategic acquisitions are generally accounted for as business combinations. The goodwill resulting from portfolio and strategic acquisitions arises largely from synergies expected from combining the operations of the businesses acquired with the Company's existing operations and from benefits derived from gaining the related assembled workforce.

Fiscal Year 2024

There were no acquisitions completed during the year ended December 31, 2024.

Fiscal Year 2023

During the year ended December 31, 2023, the Company completed one portfolio acquisition for total consideration of $0.3 million.

During the year ended December 31, 2023, the Company recorded measurement period adjustments related to certain portfolio acquisitions that occurred in prior periods. The impact of the measurement period adjustments resulted in a decrease in goodwill of $2.5 million and an increase in intangible assets of $2.4 million. The remaining changes in acquired assets and assumed liabilities were not material.

Fiscal Year 2022

During the year ended December 31, 2022, the Company completed 32 separate portfolio transactions, accounted for as business combinations. Total consideration for these portfolio transactions was $104.5 million, comprised of $87.4 million cash paid, net of cash and restricted cash acquired, $12.5 million of contingent consideration, and $4.6 million of deferred payments to sellers. The fair value of the contingent consideration was estimated utilizing an income approach and was based on the Company's expectation of achieving the contractually defined homeowner contract conversion and retention targets. The fair value of the deferred payments to sellers recognized on the transaction date was estimated by calculating the risk adjusted present value of the deferred cash payments. The fair values of the assets acquired and liabilities assumed were based on the Company's estimates and assumptions using various market, income, and cost valuation approaches. Of the total consideration for these portfolio transactions, $69.4 million was attributable to goodwill, $59.0 million was attributable to intangible assets, $55.3 million was attributable to receivables, $74.0 million was attributable to liabilities for advanced deposits received from

guests (consisting of funds payable to owners, hospitality and sales taxes payable, deferred revenues, and future stay credits), $6.9 million was attributable to accounts payable, and the remaining amount was attributable to other acquired assets and assumed liabilities that were not material. The intangible assets primarily consist of homeowner contracts intangible assets amortized over the useful life of the asset. Pro forma and historical post-closing results of operations for these transactions were not material to the Company's consolidated statements of operations. Transaction costs associated with business combinations completed during the year ended December 31, 2022 were not material and were expensed as incurred.

During the year ended December 31, 2022, the Company recorded measurement period adjustments related to the TurnKey Vacation Rentals, Inc. ("TurnKey") acquisition and certain portfolio transactions that occurred in prior periods. The impact of the measurement period adjustments was an increase in goodwill of $5.7 million, an increase in intangible assets of $1.3 million, and an increase in liabilities for advanced deposits received from guests (consisting of funds payable to owners, hospitality and sales taxes payable, deferred revenues, and future stay credits) of $8.7 million. The remaining changes in purchase consideration, acquired assets, and assumed liabilities were not material.

Note 8 — Fair Value Measurements

The following tables set forth the Company's financial liabilities that were measured at fair value on a recurring basis (in thousands):

	As of December 31, 2024			
	Level 1	Level 2	Level 3	Total
Liabilities				
Contingent consideration	$ —	$ —	$ 4	$ 4
Class G Common Stock[1]	—	—	$ 449	$ 449
Convertible Notes	—	—	$ 34,766	$ 34,766
Notes Option Liability	—	—	—	—

	As of December 31, 2023			
	Level 1	Level 2	Level 3	Total
Liabilities				
Contingent consideration	$ —	$ —	$ 8,043	$ 8,043
Class G Common Stock[1]	—	—	$ 506	$ 506

[1] For more information, see Note 16, *Equity*.

The carrying amounts of certain financial instruments, including cash equivalents, restricted cash, accounts receivable, accounts payable, and borrowings under our Revolving Credit Facility (defined in Note 13*, Debt*) approximate fair value due to their short-term maturities and are excluded from the fair value tables above.

Level 3 instruments consist of contingent consideration obligations related to acquired businesses, the liabilities for contingent earnout share consideration represented by the Company's Class G Common Stock, and the Convertible Notes and Notes Option Liability.

Contingent Consideration

The contingent consideration obligations are recorded in accrued expenses and other current liabilities and other long-term liabilities on the consolidated balance sheets. The fair value of the contingent consideration is estimated utilizing an income approach and based on the Company's expectation of achieving the contractually defined homeowner contract conversion and retention targets at the acquisition date. The Company assesses the fair value of these obligations at each reporting date thereafter with any changes reflected as gains and losses in general and administrative expenses in the consolidated statements of operations. The charges for changes in fair value of the contingent consideration were not material for the years ended December 31, 2024, 2023, and 2022, respectively.

Class G Common Stock

The contingent earnout share consideration represented by the Company's Class G Common Stock is recorded in other long-term liabilities on the consolidated balance sheets. The fair value of the Class G Common Stock is estimated on a recurring basis using the Monte Carlo simulation method. The fair value is based on the simulated stock price of the Company over the remaining term of the shares. Pursuant to the Amended and Restated Certificate of Incorporation, the Class G Common Stock is automatically converted to Class A shares at certain conversion ratios upon the occurrence of their respective triggering events. Inputs used to determine the estimated fair value of the Class G Common Stock include the remaining contractual term of the shares, the risk-free rate, the volatility of comparable companies over the remaining term, and the price of the Company's Class A Common Stock. The Company assesses the fair value of the Class G Common Stock at each reporting date with any changes reflected within other income, net in the consolidated statements of operations. See Note 16, *Equity* for further information.

The following table summarizes the changes in the Company's Class G Common Stock measured and recorded at fair value on a recurring basis using significant unobservable inputs (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Balance, beginning of period	$ 506	$ 5,077	$ 61,514
Change in fair value of Class G Common Stock included in earnings	(57)	(4,571)	(56,437)
Balance, end of period	$ 449	$ 506	$ 5,077

Convertible Notes and Notes Option Liability

The Convertible Notes are valued using a binomial lattice model within a probability-weighted framework with respect to certain redemption features. The following assumptions were used in determining the fair value of the Convertible Notes as of the issuance date and December 31, 2024:

	As of August 7, 2024	As of December 31, 2024
Risk Free Rate	3.95 %	4.27 %
Discount Rate	41.58 %	39.34 %
Volatility	45.00 %	45.00 %
Share Price	$ 3.62	$ 4.90

The Notes Option liability is valued using a lattice model that incorporates optionality of the fixed interest rate and conversion price of the underlying convertible debt.

The following table presents a summary of the change in fair value of Convertible Notes and Notes Option liability:

	Convertible Notes[1]	Notes Option[2]
Fair value as of December 31, 2023	$ —	$ —
Fair value as of the date of issuance	27,549	1,701
Change in fair value measurement	7,217	(1,701)
Fair value as of December 31, 2024	$ 34,766	$ —

[1] The Convertible Notes are recorded within long-term debt, net of current portion on the consolidated balance sheets and the change in fair value measurement associated with the Convertible Notes is recorded within other income, net on the consolidated statements of operations.
[2] The Notes Option is recorded within accrued expenses and other current liabilities on the consolidated balance sheets and the change in fair value measurement associated with the Notes Option is recorded within other income, net on the consolidated statements of operations.

Impairment of Long-lived Assets

During the year ended December 31, 2024 and 2023, the Company recorded long-lived asset impairment charges of $84.0 million and $46.0 million, respectively. The fair value estimate of the Company's homeowner contract assets was classified in Level 3 of the fair value hierarchy due to the significance of unobservable inputs developed using Company-specific information. For more information on the impairment of long-lived assets, refer to Note 10, *Intangible Assets, Net and Goodwill*.

Impairment of Goodwill

During the year ended December 31, 2023, the Company recorded goodwill impairment charges of $411.0 million. The fair value estimate of the Company's single reporting unit was classified in Level 3 of the fair value hierarchy due to the significance of unobservable inputs developed using company-specific information. For more information on the impairment of goodwill, refer to Note 10, *Intangible Assets, Net and Goodwill*.

Impairment of Right-of-Use Assets

The Company tests long-lived assets for recoverability whenever events or changes in circumstances suggest that the carrying value of an asset or group of assets may not be recoverable. During the three months ended March 31, 2023, the Company took substantive action to negotiate certain sublease agreements for portions of the Company's leased corporate office space in Portland, Oregon and Boise, Idaho. Based on the sublease negotiations, the Company determined that the respective right-of-use assets had net carrying values that exceeded their estimated undiscounted future cash flows. The Company then estimated the fair value of the asset groups based on their discounted cash flows. The carrying values of the asset groups exceeded their fair values and, as a result, the Company recorded right-of-use asset impairment charges of $4.2 million. The impairment charges are recorded within general and administrative expenses in the consolidated statements of operations. No similar impairment charges were recorded for the year ended December 31, 2024.

Note 9 — Property and Equipment, Net

Property and equipment, net consisted of the following (in thousands):

		As of December 31,	
	Useful Lives (Years)	2024	2023
Land	Indefinite	$ 13,394	$ 13,394
Buildings and building improvements	12 - 35	12,479	12,474
Leasehold improvements	Shorter of estimated useful life or lease term	6,517	6,526
Computer equipment	3	13,994	13,873
Furniture, fixtures, and other	2 - 10	27,953	26,340
Vehicles	2 - 8	8,120	8,276
Internal-use software	4	64,269	60,512
Total		146,726	141,395
Less: Accumulated depreciation		(92,463)	(79,078)
Property and equipment, net		$ 54,263	$ 62,317

Depreciation expense for the years ended December 31, 2024, 2023 and 2022 was $14.9 million, $21.4 million and $21.7 million, respectively. The decrease in depreciation expense during the year ended December 31, 2024, compared to 2023, relates to fixed assets becoming fully depreciated or disposed of and less fixed asset additions.

Note 10 — Intangible Assets, Net and Goodwill

Intangible assets, net consisted of the following (in thousands):

	Weighted Average Useful Life Remaining (Years)	As of December 31, 2024			
		Gross Carrying Amount	Accumulated Amortization	Impairment	Net Carrying Amount
Homeowner contracts[1]	3	$ 313,837	$ (168,500)	$ (130,000)	$ 15,337
Databases, photos, and property listings	0	26,435	(26,435)	—	—
Trade names	0	9,561	(9,555)	—	6
Other[2]	4	2,901	(2,881)	—	20
Total intangible assets		$ 352,734	$ (207,371)	$ (130,000)	$ 15,363

	Weighted Average Useful Life Remaining (Years)	As of December 31, 2023			
		Gross Carrying Amount	Accumulated Amortization	Impairment	Net Carrying Amount
Homeowner contracts[1]	5	$ 314,221	$ (153,819)	$ (46,000)	$ 114,402
Databases, photos, and property listings	0	26,526	(26,519)	—	7
Trade names	1	9,597	(9,570)	—	27
Other[2]	5	2,903	(2,875)	—	28
Total intangible assets		$ 353,247	$ (192,783)	$ (46,000)	$ 114,464

[1] The homeowner contracts balance as of December 31, 2024 was net of accumulated impairment losses of $130.0 million that were recorded during the third quarter of fiscal year 2023 and the first quarter of fiscal year 2024. The homeowner contracts balance as of December 31, 2023 was net of accumulated impairment losses of $46.0 million that were recorded during the third quarter of fiscal year 2023.

[2] Other intangible assets consist primarily of non-compete agreements, websites, and domain names.

The Company's estimated future amortization of intangible assets as of December 31, 2024 is expected to be as follows (in thousands):

Year Ending December 31:	Amount
2025	$ 7,594
2026	4,552
2027	1,565
2028	947
2029	705
Total	$ 15,363

The following table summarizes the changes in the Company's goodwill balance (in thousands):

Amortization expense for the years ended December 31, 2024, 2023 and 2022, was $15.0 million, $56.9 million and $61.6 million, respectively. The decrease in amortization in 2024 compared to 2023, was attributed to the decrease in carrying value as a result of the homeowner contract impairment charges from 2023 to 2024.

	Year Ended December 31,	
	2024	2023
Balance at beginning of period	$ 171,879	$ 585,205
Acquisitions	—	179
Measurement period adjustments	—	(2,539)
Impairment of goodwill	—	(411,000)
Foreign exchange translation and other	(89)	34
Balance at end of period[1]	$ 171,790	$ 171,879

[1] Goodwill is net of accumulated impairment losses of $655.1 million that were recorded to the Company's single reporting unit in prior periods.

Impairment

During the first quarter of 2024, the Company saw significant declines in Gross Booking Value ("GBV") and Nights Sold. The declines are attributable to volatile guest demand and guest bookings. Further, the Company continued to experience a sustained decline in stock price. Based on these factors, the Company concluded the events and changes in circumstances indicated an impairment may exist (the "triggering event") and conducted quantitative impairment assessments of long-lived assets and goodwill as of March 31, 2024. There were no other triggering events identified for the year ended December 31, 2024.

Impairment of Long-lived Assets

The Company evaluates its long-lived assets or asset groups for indicators of possible impairment by comparing the carrying amount to future net undiscounted cash flows expected to be generated by such asset or asset group, including upon its eventual disposal (the "recoverability test"), when there is a triggering event. The Company determined its long-lived assets represent one asset group for purposes of long-lived asset impairment. Based on the results of the recoverability test as of March 31, 2024, the Company concluded the carrying value of the single asset group was not recoverable. To allocate and recognize the impairment charge, the Company determined the individual fair value of the long-lived assets.

As of March 31, 2024, the carrying value of the Company's homeowner contracts exceeded the fair value, resulting in a long-lived asset impairment charge of $84.0 million. No impairment was recognized on the remaining long-lived assets, as their carrying values did not exceed their fair values. The Company estimated the fair value of the homeowner contracts based on the present value of estimated future cash flows, which the Company considers to be a Level 3 unobservable input in the fair value hierarchy. The Company prepared cash flow projections based on management's estimates of future revenue and operating margins, taking into consideration the historical performance and the current macroeconomic, industry, and market conditions. The Company based the discount rate on the weighted-average cost of capital considering Company-specific characteristics and changes in the reporting unit's projected cash flows.

Impairment of Goodwill

The Company reviews goodwill for impairment annually, as of the first day of the fourth quarter, and more frequently if events or changes in circumstances indicate an impairment may exist. Based on the triggering event identified above, the Company conducted a quantitative goodwill impairment assessment as of March 31, 2024. The goodwill impairment assessment did not result in goodwill impairment charges as of March 31, 2024 as the fair value estimate of the Company's single reporting unit exceeded its carrying amount. For its annual impairment test, the Company performed a quantitative analysis as of October 1, 2024. The goodwill impairment assessment did not result in goodwill impairment charges as of October 1, 2024. The fair value estimate of the Company's single reporting unit was derived from a combination of an income approach and a market approach. Under the income approach, the Company estimated the fair value of the reporting unit based on the present value of estimated future cash flows, which the Company considers to be a Level 3 unobservable input in the fair value hierarchy. The Company prepared cash flow projections based on management's estimates of future revenue and operating margins, taking into consideration the historical performance and the current macroeconomic, industry, and market conditions. The Company based the discount rate on the weighted-average cost of capital considering Company-specific characteristics and changes in the reporting unit's projected cash flows. Under the market approach, the Company estimated the fair value of the reporting unit based on revenue market multiples derived from comparable publicly traded companies with similar characteristics as the reporting unit, as well as an estimated control premium.

Potential indicators of impairment include significant changes in performance relative to expected operating results, significant negative industry or economic trends, or a significant decline in the Company's stock price and/or market capitalization for a sustained period of time. It is reasonably possible that one or more impairment indicators could occur or intensify in the near term, which may result in further impairment of long-lived assets or goodwill.

Note 11 — Leases

The Company's material operating leases consist of certain corporate and field office facilities with remaining lease terms ranging from one to five years. Some of the Company's operating leases contain renewal options with varying terms and conditions. The lease term includes renewal options only when it is reasonably certain that the Company will exercise that option. As of December 31, 2024, finance lease contracts were not material.

Since the rates implicit in the Company's operating leases are not readily determinable, the Company uses its incremental borrowing rates based on the remaining lease term to determine the present value of future lease payments. The Company's incremental borrowing rate for a lease is the rate of interest it would have to pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms.

The components of lease cost for the years ended December 31, 2024 and 2023 were as follows (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Operating lease cost	$ 12,563	$ 13,420	$ 15,394
Variable lease cost	2,980	2,602	1,264
Short-term lease cost	5,032	6,618	7,744
Total lease cost	$ 20,575	$ 22,640	$ 24,402

Of the total lease cost recorded for the year ended December 31, 2024, $1.8 million was recorded in cost of revenue, $14.1 million was recorded in operations and support, and $4.7 million was recorded in general and administrative expense in the consolidated statements of operations.

Of the total lease cost recorded for the year ended December 31, 2023, $3.4 million was recorded in cost of revenue, $14.3 million was recorded in operations and support, and $4.9 million was recorded in general and administrative expense in the consolidated statements of operations.

Of the total lease cost recorded in the year ended December 31, 2022, $4.6 million was recorded in cost of revenue, $13.7 million was recorded in operations and support, and $6.1 million was recorded in general and administrative expense in the consolidated statements of operations.

Amounts recognized in the consolidated balance sheets related to operating leases as of December 31, 2024 and 2023 were as follows (in thousands):

	As of December 31,	
	2024	2023
Assets		
Other long-term assets	$ 18,277	$ 20,086
Liabilities		
Accrued expenses and other current liabilities	$ 8,756	$ 8,670
Other long-term liabilities	14,712	17,196
Total lease liabilities	$ 23,468	$ 25,866

Future lease payments under non-cancelable leases as of December 31, 2024 are detailed as follows (in thousands):

	As of December 31,
	2024
2025	$ 10,029
2026	6,764
2027	4,319
2028	3,435
2029	1,563
Thereafter	—
Total lease payments	26,110
Less: Interest	(2,642)
Total lease liabilities	$ 23,468

Amounts presented above do not include payments related to leases with terms of less than twelve months.

Other information related to operating leases as of December 31, 2024 and 2023 is detailed as follows:

	As of December 31,	
	2024	2023
Weighted-average remaining lease term (in years)	3.3	3.9
Weighted-average discount rate	6.9 %	6.7 %

Note 12 — Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following (in thousands):

	As of December 31,	
	2024	2023
Employee-related accruals	$ 20,721	$ 23,834
Homeowner reserves	8,161	9,198
Current portion of acquisition liabilities[1]	4,679	11,641
Current portion of operating lease liabilities	8,756	8,670
Legal contingencies[2]	11,158	4,870
Other[3]	8,601	4,607
Total accrued expenses and other current liabilities	$ 62,076	$ 62,820

[1] The current portion of acquisition liabilities includes contingent consideration and deferred payments to sellers due within one year.
[2] Refer to Note 21, *Commitments and Contingencies* for additional information.
[3] Other is primarily comprised of insurance premiums that increased during the year ended December 31, 2024, compared to 2023.

Note 13 — Debt

The Company's debt obligations consisted of the following (in thousands):

	As of December 31,	
	2024	2023
Insurance premium financing	$ 6,522	$ 3,300
Revolving credit facility	81,000	—
Convertible notes	34,766	—
Total debt	122,288	3,300
Less: current maturities[(1)]	(6,522)	(3,300)
Long-term portion	$ 115,766	$ —

[(1)] Current maturities of debt are recorded within accrued expenses and other current liabilities on the consolidated balance sheets.

Insurance Premium Financing

The Company has entered into short-term agreements to finance certain insurance premiums (“Insurance Premium Financing”). The outstanding balance was $6.5 million as of December 31, 2024 and is repayable in monthly installments of principal and interest through September 2025, at a weighted-average annual percentage rate of 7.95%. The Company's insurance premium financing activity for the years ended December 31, 2024 and 2023 consisted of the following:

	As of December 31,	
	2024	2023
Balance at beginning of period	$ 3,300	$ 4,623
Additions	7,212	4,167
Payments	(3,990)	(5,490)
Balance at end of period	$ 6,522	$ 3,300

Interest expense relating to Insurance Premium Financing was $0.3 million, $0.2 million, and $0.1 million for the years ended December 31, 2024, 2023 and 2022, respectively.

Revolving Credit Facility

In October 2021, Vacasa Holdings, LLC and its wholly owned subsidiary (the "Borrower") and certain of its subsidiaries (collectively, the "Guarantors") entered into a credit agreement with JPMorgan Chase Bank, N.A. and the other lenders party thereto from time to time.

The credit agreement, as subsequently amended in December 2021, June 2023, October 2024 and December 2024 (as amended, the "Credit Agreement"; capitalized terms used herein and not otherwise defined are used as defined in the Credit Agreement), provides for a senior secured revolving credit facility in an aggregate principal amount of $105.0 million ("Revolving Credit Facility"). The Revolving Credit Facility includes a sub-facility for letters of credit in aggregate face amount of $40.0 million, which reduces borrowing availability under the Revolving Credit Facility. Proceeds may be used for working capital and general corporate purposes.

The June 2023 amendment modified the Credit Agreement to replace the LIBOR-based reference rate options with Adjusted Term Secured Overnight Financing Rate ("SOFR") based reference rate options. Subsequent to the amendment, any borrowings under the Revolving Credit Facility are subject to interest, determined as follows:

- Alternate Base Rate ("ABR") borrowings accrue interest at a rate per annum equal to the ABR plus a margin of 1.50%. The ABR is equal to the greatest of (i) the Prime Rate, (ii) the New York Federal Reserve Bank Rate plus 0.50%, and (iii) the Adjusted Term SOFR for a one-month interest period plus 1.00%.
- Term SOFR borrowings accrue interest at a rate per annum equal to the Adjusted Term SOFR plus a margin of 2.50%. Adjusted Term SOFR means, for any Interest Period, an interest rate per annum equal to the Term SOFR for such Interest Period.

Subsequent to the October 2024 amendment, ABR borrowings accrue interest at a rate per annum equal to the ABR plus a margin of 2.50%, and Term SOFR borrowings accrue interest at a rate per annum equal to the Adjusted Term SOFR plus a margin of 3.50%.

Borrowings under the Revolving Credit Facility do not amortize and are due and payable on October 7, 2026. Amounts outstanding under the Revolving Credit Facility may be voluntarily prepaid at any time and from time to time, in whole or in part, without premium or penalty. In addition to paying interest on the principal amounts outstanding under the Revolving Credit Facility, the Company is required to pay a commitment fee on unused amounts at a rate of 0.25% per annum. The Company is also required to pay customary letter of credit and agency fees.

The Credit Agreement contains a number of covenants that, among other things and subject to certain exceptions, restrict the ability of the Borrower and its restricted subsidiaries to:

- create, incur, assume or permit to exist any debt or liens;
- merge into or consolidate or amalgamate with any other person, or permit any other person to merge into or consolidate with it, or liquidate or dissolve;
- make or hold certain investments;
- sell, transfer, lease, license or otherwise dispose of its assets, including equity interests (and, in the case of restricted subsidiaries, the issuance of additional equity interests);
- pay dividends or make certain other restricted payments;
- substantively alter the character of the business of the Borrower and its restricted subsidiaries, taken as a whole; and
- sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its affiliates.

The October 2024 amendment, among other things, amended the minimum amount of consolidated revenue and the compliance thresholds that are measured on a trailing four-quarter basis, as of the last date of each fiscal quarter. The Borrower and its restricted subsidiaries are required to maintain a minimum amount of consolidated revenue, measured on a trailing four-quarter basis, as of the last date of each fiscal quarter, provided that such covenant will only apply if, on such date, the aggregate principal amount of outstanding borrowings under the Revolving Credit Facility and letters of credit (excluding undrawn amounts under any letters of credit in an aggregate face amount of up to $20.0 million and letters of credit that have been cash collateralized) exceeds 35% of the then-outstanding revolving commitments. The Borrower is also required to maintain liquidity of at least $15.0 million as of the last date of each fiscal quarter beginning on June 30, 2022.

The obligations of the Borrower and certain guarantor subsidiaries (the "Guarantors") are secured by first-priority liens on substantially all of the assets of the Borrower and the Guarantors. As of December 31, 2024, there were $81.0 million in borrowings outstanding under the Revolving Credit Facility. As of December 31, 2024, there were $23.1 million of letters of credit issued under the Revolving Credit Facility, and $0.9 million was available for borrowings.

Upon the consummation of the transactions contemplated by the Merger Agreement, the amendments set forth in the December 2024 amendment shall automatically be deemed to have been made operative, and the Credit Agreement will be amended to, among other things, prevent the consummation of the transactions set forth in the Merger Agreement from triggering a change in control event of default under the Credit Agreement.

Interest expense relating to the Revolving Credit Facility was $5.2 million, $1.1 million, and $0.6 million for the years ended December 31, 2024, 2023 and 2022, respectively.

Convertible Notes

On August 7, 2024, the Company, and certain of its majority-owned subsidiaries entered into a note purchase agreement (as subsequently amended on October 25, 2024, the “Note Purchase Agreement”) with the purchaser thereof, DK, and certain existing holders of the Company’s Class A Common Stock. The Note Purchase Agreement provides for the issuance and sale of up to $75.0 million aggregate principal amount of first lien senior secured convertible notes due 2029 (the “Convertible Notes”) to DK. The Convertible Notes are comprised of: (i) $30.0 million of notes (the "Initial Notes") issued on August 7, 2024 (the “Convertible Notes Funding Date”); (ii) up to $20.0 million of notes to be issued pursuant to an option granted by the Company to DK, which is exercisable at DK’s option within six months after the Convertible Notes Funding Date, on the same terms and conditions as the Initial Notes (the “Notes Option” and the notes in respect thereof the "DK Option Notes"); and (iii) up to $25.0 million of notes to be issued pursuant to the mutual agreement of the Borrower and DK any time after the Convertible Notes Funding Date, but before the Convertible Notes Maturity Date (as defined below), on the same terms and conditions as the Initial Notes (the “Mutual Option Notes” and together with the DK Option Notes, the “Additional Notes”). In the event DK does not exercise the Notes Option, then the Company may issue the DK Option Notes to a third-party purchaser pursuant to the

terms of the Note Purchase Agreement. Simultaneously with and pursuant to the Note Purchase Agreement, the Company and certain of its majority-owned subsidiaries, also entered into a collateral agreement (the "Collateral Agreement") establishing a first priority lien on substantially all of the assets of Holdings, the borrower, and other guarantors, and entered into a guarantee agreement (the "Guarantee Agreement") guaranteeing the Convertible Notes. The liens established under the Collateral Agreement are pari passu in priority with the liens under the Revolving Credit Facility. As of December 31, 2024, the principal balance outstanding of the Convertible Notes, including paid-in-kind interest settlements, was $31.4 million.

The Convertible Notes bear interest at an annual rate of 11.25%, which is payable in kind for the first three years, by adding the amount of such accrued interest to the principal amount of the Convertible Notes; provided that, at the Borrower's election, interest may be paid in cash at an annual rate of 9.75%. Beginning on August 7, 2027, the Convertible Notes will bear interest at an annual rate equal to 9.75% payable in cash. The Convertible Notes will mature on August 7, 2029 (the "Convertible Notes Maturity Date"), unless earlier repurchased, redeemed or converted. The Convertible Notes are guaranteed by Holdings and certain other current and future subsidiaries of the Company, and are secured by a first priority lien on substantially all of their respective assets (other than certain excluded assets).

The Convertible Notes are convertible, in whole and not in part (subject to certain limitations described below), into shares of the Company's Class A Common Stock at the option of DK; provided, however, that in the event that any conversion of the Convertible Notes would trigger the change of control rules (as defined in the Convertible Notes), then the Convertible Notes shall be converted in part, at the maximum amount permitted without triggering such change of control rules. The initial conversion price of the Convertible Notes is $4.16 (the "Conversion Price"), which is subject to customary anti-dilution adjustments.

From and after August 7, 2027, the Company may redeem the Convertible Notes, in whole or in part, at a redemption price equal to 102% of the aggregate principal amount of the Convertible Notes to be redeemed, plus accrued and unpaid interest. In addition, from and after August 7, 2027, if the closing price per share of the Class A Common Stock exceeds 225% of the Conversion Price for 20 out of 30 consecutive trading days, the Company may redeem all, but not less than all, of the Convertible Notes at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued and unpaid interest. Upon the consummation of a Major Transaction (as defined in the Note Purchase Agreement), the Company may also redeem all, but not less than all, of the Convertible Notes then outstanding in an amount equal to 130% of the initial principal amount of the Convertible Notes to be redeemed, less all accrued interest previously paid in cash.

The Note Purchase Agreement includes customary negative covenants, subject to specified exceptions, including limits on the ability of the Company to incur additional debt. The Note Purchase Agreement also includes customary events of default, the occurrence of which may result in the acceleration of the maturity of the Convertible Notes. In addition, the Company may not permit (i) a certain liquidity threshold (as further defined in the Note Purchase Agreement) to be less than $15.0 million as of the last day of any test period (as defined in the Note Purchase Agreement) commencing with such test period ending on September 30, 2024 and (ii) a certain consolidated EBITDA metric (as further defined in the Note Purchase Agreement) of the Company to be less than $15.0 million as of the last day of any such test period commencing with such test period ending on December 31, 2026.

On the Convertible Notes Funding Date, the Company also issued to DK an aggregate of 174,825 shares of Class A Common Stock (the "Fee Shares"), representing payment in full of certain amounts payable to DK in respect of the Initial Notes pursuant to the Note Purchase Agreement.

The October 2024 amendment modified the Note Purchase Agreement to conform the terms of the Note Purchase Agreement to the Credit Agreement, as amended, to the extent they apply to the Note Purchase Agreement.

Note 14 — Other Long-Term Liabilities

Other long-term liabilities consisted of the following (in thousands):

	As of December 31,	
	2024	2023
Class G Common Stock[1]	$ 449	$ 506
Long-term portion of acquisition liabilities[2]	—	4,682
Long-term portion of operating lease liabilities	14,712	17,196
Other	10,584	10,695
Total other long-term liabilities	$ 25,745	$ 33,079

[1] For more information, see Note 16, *Equity.*
[2] The long-term portion of acquisition liabilities includes contingent consideration and deferred payments to sellers due after one year.

Note 15 — Income Taxes

For financial reporting purposes, the domestic and foreign components of losses before income taxes were as follows (in thousands):

	Year Ended December 31,		
	2024	2023	2022
United States	$ (149,985)	$ (509,088)	$ (326,328)
Foreign	(4,099)	(17,558)	(4,799)
Total	$ (154,084)	$ (526,646)	$ (331,127)

Income tax expense consists of the following (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Current:			
Federal U.S.	$ —	$ —	$ 1,509
State and local	461	476	1,122
Foreign	398	93	473
Total current provision for income taxes	859	569	3,104
Deferred and other:			
Federal U.S.	—	763	(763)
State and local	—	254	(254)
Foreign	—	—	(1,065)
Total deferred expense (benefit) for income taxes	—	1,017	(2,082)
Total income tax expense	$ 859	$ 1,586	$ 1,022

Effective Income Tax Rate

The effective income tax rate for the years ended December 31 varies from the U.S. statutory federal income tax rate as follows:

	Year Ended December 31,		
	2024	2023	2022
Income tax expense at federal statutory rate	21 %	21 %	21 %
Decrease in tax rate resulting from:			
Noncontrolling Interest	(6)%	(9)%	(9)%
Valuation Allowance	(13)%	(12)%	(12)%
Other	(3)%	— %	— %
Income tax expense	(1)%	— %	— %

Our effective tax rates for the years ended December 31, 2024, 2023, and 2022 differ from the U.S. federal statutory rate of 21%, primarily due to the effect of the taxable income or loss that is allocated to the non-controlling interest and the Company's valuation allowance.

Deferred Tax Assets and Liabilities

Deferred income tax assets and liabilities were as follows (in thousands):

	Year Ended December 31,	
	2024	2023
Deferred Tax Assets ("DTA"):		
Net operating loss and tax credit carryforwards	$ 64,380	$ 55,923
Reserves and accruals not currently deductible for tax purposes	—	46
ASC 718 Adjustment	9,378	7,121
Property, plant, and equipment	52	90
Investment in Vacasa Holdings, LLC	91,412	83,453
Investment in Subsidiaries	96	95
Intangibles	6,644	6,729
Other - DTA	7,888	4,414
Gross deferred tax assets	179,850	157,871
Less: valuation allowance	(179,703)	(157,610)
Total deferred tax assets	$ 147	$ 261
Deferred Tax Liabilities ("DTL"):		
Accrued Expenses	(11)	(67)
Other - DTL	(136)	(194)
Total deferred tax liabilities	$ (147)	$ (261)
Net deferred tax asset (liability)[(1)]	$ —	$ —

(1) Net deferred tax assets are recorded within other long-term assets on the consolidated balance sheets. Net deferred tax liabilities are recorded primarily within other long-term liabilities on the consolidated balance sheets.

For the year ended December 31, 2024, the change in valuation allowance was $22.1 million. For the year ended December 31, 2023, the change in valuation allowance was $71.2 million.

In determining the need for a valuation allowance, the Company weighs both positive and negative evidence in the various jurisdictions in which it operates to determine whether it is more likely than not that its deferred tax assets are recoverable. In assessing the ultimate realizability of its deferred tax assets, the Company considers all available evidence, including cumulative historical and forecasted losses. The Company has had significant cumulative book and tax losses and is currently generating losses, and as such, does not believe it is more likely than not that its U.S. and foreign deferred tax assets will be realized. Accordingly, a full valuation allowance has been established in the U.S. and foreign jurisdictions, and no deferred tax assets and related tax benefit have been recognized in the financial statements..

As of December 31, 2024 and 2023, the Company did not have any unrecognized tax benefits. The Company did not recognize interest or penalties associated with unrecognized tax benefits during any of the periods presented.

Operating Loss and Tax Credit Carryforwards

The Company has federal tax net operating loss ("NOL") carryforwards related to its domestic operations of approximately $253.5 million as of December 31, 2024, of which $9.8 million will begin to expire in 2035, and the remaining of which have an indefinite carryforward.

The Company is subject to taxation in the U.S. and various states and foreign jurisdictions. With few exceptions, as of December 31, 2024, the Company was no longer subject to U.S. federal, state, local, or foreign examinations by tax authorities for years before 2021.

Note 16 — Equity

The Company has one class of preferred stock authorized and three classes of common stock: Class A Common Stock, Class B Common Stock and Class G Common Stock. Holders of the Class A Common Stock and Class B Common Stock will vote together as a single class on all matters submitted to stockholders for their vote or approval, except as required by applicable law. Each share of Class A and Class B Common Stock will be entitled to one vote on such matters. Holders of the Class G Common Stock will not be entitled to vote (except as required by applicable law).

Reverse Stock Split

On October 2, 2023, we completed a 1-for-20 Reverse Stock Split of the Company's outstanding Class A Common Stock, Class B Common Stock, and Class G Common Stock. The Reverse Stock Split had no effect on the number of authorized shares of any class of common stock. Par value remained $0.00001 per share. Stockholders who would otherwise have been entitled to receive fractional shares as a result of the Reverse Stock Split received a cash payment in lieu of receiving fractional shares. Share and share-related information presented in these consolidated financial statements has been retroactively adjusted to reflect the decreased number of shares resulting from the Reverse Stock Split where applicable.

Preferred Stock

The Company has been authorized to issue 30,000,000 shares of preferred stock with a par value of $0.00001 per share. Voting and other rights and preferences may be determined from time to time by the Company's Board of Directors. As of December 31, 2024, there were no shares of preferred stock issued and outstanding.

Class A Common Stock

The Company is authorized to issue 1,000,000,000 shares of Class A Common Stock, par value $0.00001 per share. As of December 31, 2024, there were 15,734,264 shares of Class A Common Stock outstanding. The holders of the Company's Class A Common Stock are entitled to receive dividends when, as and if, declared by the Company's Board out of legally available funds.

Class B Common Stock

The Company is authorized to issue 469,841,529 shares of Class B Common Stock, par value $0.00001 per share, which shares were issued to Existing VH Holders that continued to hold their investment in OpCo Units of Vacasa Holdings. The holders of the Class B Common Stock hold an equal number of OpCo Units in Vacasa Holdings. From time to time, the Class B Common Stock and OpCo Units held by the Existing VH Holders may be exchanged for one share of Class A Common Stock of the Company or cash (based on the market price for a share of Class A Common Stock) at the election of the Company's Board. As of December 31, 2024, there were 6,750,262 shares of Class B Common Stock outstanding.

Class G Common Stock

The Company is authorized to issue 30,000,000 shares of Class G Common Stock, par value $0.00001 per share. The holders of the Company's Class G Common Stock will not be entitled to vote (except as required by applicable law). As of December 31, 2024, there were 316,666 shares of Class G Common Stock outstanding.

Pursuant to the Certificate of Incorporation, the shares of the Company's Class G Common Stock issued will be automatically converted into shares of the Company's Class A Common Stock to the extent certain triggering events occur prior to the 10th anniversary of the Reverse Recapitalization, including specified strategic transactions and other triggering events based on the shares of the Class A Common Stock closing trading price equaling or exceeding certain price thresholds for any 20 days within a 30-trading-day period. The first price threshold is $250.00 per share, the second price threshold is $300.00 per share, and the third price threshold is $350.00 per share (in each case, as adjusted for share subdivisions, share capitalizations, reorganizations, recapitalizations and the like). Upon the occurrence of the first price threshold, second price threshold, and third price threshold, the number of shares of the Company's Class A Common Stock that will be issued upon the conversion of the applicable shares of the Company's Class G Common Stock will equal 120,983, 136,105, and 154,253, respectively. Any shares of Class G Common Stock that remain outstanding on the tenth anniversary of the closing date of the Reverse Recapitalization will be automatically transferred to the Company for no consideration and will be retired and cancelled in accordance with the Certificate of Incorporation.

The Company's Class G Common Stock is not indexed to the common stock of the Company and, therefore, is accounted for as liability classified instruments in accordance with ASC 815-40, as the events that determine the number of shares of Class G Common Stock required to be released or issued, as the case may be, include events that are not solely indexed to the fair value

of the Company's Class A Common Stock. The Class G Common Stock was measured at the Reverse Recapitalization date, and subsequently will be measured at each reporting date until settled, or it meets the criteria for equity classification. Changes in the fair value are recorded as a component of other income, net in the consolidated statements of operations. See Note 5, *Fair Value Measurements* for further information.

Dividends and Conversion

The holders of the Company's Class B Common Stock and Class G Common Stock will not have any right to receive dividends other than stock dividends consisting of shares of the Company's Class B Common Stock and Class G Common Stock, respectively, paid proportionally with respect to each outstanding share of the applicable class of the Company's common stock, in connection with a stock dividend declared and paid on the Company's Class A Common Stock. Stock dividends with respect to each class of the Company's common stock may only be paid with shares of the Company's common stock of the same class.

Shares of Class A Common Stock and Class B Common Stock are not subject to any conversion right.

Redeemable Noncontrolling Interest

The redeemable noncontrolling interest relates to the economic interest of Vacasa Holdings OpCo Units not owned by the Company. As of December 31, 2024, the Company directly owned approximately 70% of the interest in Vacasa Holdings and the redeemable noncontrolling interest was 30%. The Existing VH Holders that hold the OpCo Units of Vacasa Holdings own an equal number of shares of Class B Common Stock. Due to the cash redemption and the Existing VH Holders controlling the Board of Directors of the Company, the Company has accounted for the redeemable noncontrolling interest as temporary equity.

Note 17 — Equity-Based Compensation

2021 Plan

Under the 2021 Incentive Award Plan (the "2021 Plan"), the Board of Directors may grant incentive stock options ("ISOs") to employees of the Company and certain subsidiaries and nonqualified stock options ("NSOs"), restricted stock, RSUs, SARs, performance units and performance bonus awards, and PSUs to employees, members of the Board of Directors and consultants of the Company and its subsidiaries.

Under the 2021 Plan, ISOs, NSOs and SARs may be granted at a price not less than 100% of the fair market value of the underlying Class A Common Stock on the date of grant (110% of fair value for ISOs issued to holders of 10% or more of voting stock). Options and SARs are exercisable over a period not to exceed 10 years (five years for incentive stock options granted to holders of 10% or more of the voting stock) from the date of grant. The term of each stock award under the plan will not exceed 10 years and each award generally vests between one and four years.

As of December 31, 2024, there were 3,568,309 shares of the Company's Class A Common Stock reserved for future grants under the 2021 Plan. The number of shares reserved for issuance is subject to an annual increase on the first day of each fiscal year beginning in 2022 and ending in 2031, equal to the lesser of (a) 3% of the shares of our Class A Common Stock outstanding on the last day of the immediately preceding fiscal year, (b) an amount of additional shares such that the total number of shares available for issuance under the 2021 Plan on such first day of the year, after giving effect to the additional shares, equals 5% of the shares of our Class A Common Stock outstanding on the last day of the immediately preceding fiscal year and (c) such smaller number of shares of our Class A Common Stock as determined by our Board; provided, however, that no more than 25,000,000 shares of our Class A Common Stock may be issued upon the exercise of ISOs. Pursuant to the annual increase provision, an additional 734,619 shares of our Class A Common Stock became reserved for issuance effective January 1, 2025.

ESPP

The ESPP authorizes the issuance of shares of Class A Common Stock pursuant to purchase rights granted to employees.

As of December 31, 2024, there were 479,569 shares of our Class A Common Stock reserved for future sale to employees under the ESPP. The number of shares reserved for issuance is subject to an annual increase on the first day of each fiscal year beginning in 2022 and ending in 2031, equal to the lesser of (a) 1% of the shares of our Class A Common Stock outstanding on the last day of the immediately preceding fiscal year, (b) an amount of additional shares such that the total number of shares available for issuance under the ESPP on such first day of the year, after giving effect to the additional shares, equals 2% of the shares of our Class A Common Stock outstanding on the last day of the immediately preceding fiscal year, and (c) such number

of shares of our Class A Common Stock as determined by our Board. The shares reserved for issuance under the ESPP may be authorized but unissued shares or reacquired shares. Pursuant to the annual increase provision, an additional 244,873 shares of our Class A Common Stock became reserved for issuance effective January 1, 2025.

SARs and Options

Prior to the Reverse Recapitalization, Vacasa Holdings granted unit appreciation rights ("UARs") to employees, consultants, and board members under the UAR plan. Following the effectiveness of the 2021 Plan at the date of the Reverse Recapitalization, the Company ceased granting UAR awards. In connection with the Reverse Recapitalization, UARs were converted into Company SAR Awards, which entitle the holder to receive a number of shares of the Company's Class A Common Stock, cash or other assets equal to the appreciation in value between the grant date and the exercise date.

The historical UARs were generally subject to both service-based and liquidity-based vesting conditions. The service-based vesting condition is satisfied based on continued service over a period of time that is set forth in the applicable award agreement. The liquidity-based vesting condition is satisfied upon (i) a change in control (as defined in the UAR Plan) or (ii) the occurrence of the date that is six months and one day following an initial public offering of the Company's securities. The Business Combination Agreement, as described in Note 2, *Basis of Presentation and Use of Estimates*, provides that the liquidity-based vesting condition will be deemed satisfied if the holder of a Vacasa SAR Award (into which UARs were converted) remains a service provider of the company through the 180th day following the closing of the Reverse Recapitalization. In connection with the Reverse Recapitalization, each UAR that was outstanding immediately prior to the Reverse Recapitalization was converted into a SAR of the Company on terms substantially identical to those in effect prior to the Reverse Recapitalization, except for adjustments to the underlying number of shares and the exercise price based on the determined exchange ratio. The exchange was treated as a modification of the awards that did not result in any incremental compensation expense at the closing of the Reverse Recapitalization. Through December 6, 2021, no equity-based compensation expense had been recognized for the historical UAR awards with the liquidity-event performance-based vesting condition based on the occurrence of a qualifying event, as such qualifying event was not probable. Upon the Reverse Recapitalization, the liquidity-event performance-based condition was met and $18.4 million of equity-based compensation expense was recognized related to these awards.

Prior to the Reverse Recapitalization, Vacasa Holdings recognized equity-based compensation for option awards granted and outstanding under the TurnKey Vacations, Inc., 2014 Equity Incentive Plan, as a result of the TurnKey Acquisition. As a result of the Reverse Recapitalization, stock options outstanding under such plan were converted into 277,663 of Class A stock options of the Company based on the Exchange Ratio determined in accordance with the terms of the Reverse Recapitalization. The exchange of such stock options for stock options of the Company's Class A Common Stock was treated as a modification of the awards. The modification of the stock options did not result in any incremental compensation expense to be recognized at the closing of the Reverse Recapitalization.

Equity-based Award Activities

Restricted Stock Units

A summary of the RSU activity during the periods indicated is as follows :

	Restricted Stock Units (in thousands)	Weighted Average Grant Date Fair Value
Outstanding as of December 31, 2022	269	$ 99.20
Granted	825	$ 19.14
Vested	(161)	$ 75.30
Forfeited	(100)	$ 60.33
Outstanding as of December 31, 2023	833	$ 27.58
Granted	872	$ 4.53
Vested	(323)	$ 26.06
Forfeited	(304)	$ 23.24
Outstanding as of December 31, 2024	1,078	$ 10.67

As of December 31, 2024, there was unrecognized compensation expense of $9.8 million related to unvested RSUs, which is expected to be recognized over a weighted-average period of 1.7 years.

Performance Stock Units

The Company has granted PSUs to certain members of its leadership team, which vest based upon the achievement of performance criteria and requisite service. Grants issued prior to 2024 utilized PSU performance criteria based on the achievement of certain share price appreciation targets. Attainment of each share price appreciation target is measured based on either the trailing 45 or 60 trading day average closing trading price of our Class A Common Stock or, in the event of a change in control, the amount per share of Class A Common Stock to be paid to a stockholder in connection with such change in control. The PSU performance criteria for awards granted in 2024 are based on the achievement of requisite service and performance criteria, which will be determined by the Company's cumulative free cash flow. The number of PSUs granted included in the table below is based on the maximum potential achievement for all awards.

A summary of the PSU activity during the periods indicated is as follows :

	Performance Stock Units (in thousands)	Weighted Average Grant Date Fair Value
Outstanding as of December 31, 2022	105	$ 58.00
Granted	150	$ 9.68
Forfeited	(5)	$ 75.82
Outstanding as of December 31, 2023	250	$ 29.40
Granted	533	$ 2.40
Forfeited	(74)	$ 9.54
Outstanding as of December 31, 2024	709	$ 11.29

As of December 31, 2024, there was unrecognized compensation expense of $2.5 million related to unvested PSUs, which is expected to be recognized over a weighted-average period of 1.5 years.

Stock Appreciation Rights

A summary of the SARs activity during the periods indicated is as follows:

	Stock Appreciation Rights (in thousands)	Weighted Average Exercise Price
Outstanding as of December 31, 2022	87	$ 61.20
Forfeited	(42)	$ 60.91
Outstanding as of December 31, 2023	45	$ 61.54
Forfeited	(23)	$ 59.88
Outstanding as of December 31, 2024	22	$ 63.27

As of December 31, 2024, unrecognized compensation expense was immaterial for the Company's SARs that will be recognized over a weighted-average remaining recognition period of less than one year. As of December 31, 2024, the Company's outstanding SARs had a weighted-average remaining contractual life of 3.8 years and no intrinsic value.

Stock Options

A summary of the stock options activity during the periods indicated is as follows:

	Stock Options (in thousands)	Weighted Average Exercise Price
Outstanding as of December 31, 2022	234	$ 18.40
Exercised	(49)	$ 9.18
Forfeited	(29)	$ 33.49
Outstanding as of December 31, 2023	156	$ 20.76
Exercised	(19)	$ 3.03
Forfeited	(20)	$ 26.72
Outstanding as of December 31, 2024	117	$ 22.68

The aggregate intrinsic value of stock options exercised during the year ended December 31, 2024 was immaterial. As of December 31, 2024, unrecognized compensation expense for the Company's stock options is immaterial and will be recognized over a weighted-average remaining recognition period of less than one year. As of December 31, 2024, the Company's outstanding stock options had a weighted-average remaining contractual life of 2.2 years and the intrinsic value is immaterial.

Employee Equity Units

A summary of the Vacasa Employee Holdings LLC employee equity units activity during the periods indicated is as follows:

	Employee Equity Units (in thousands)	Weighted-Average Grant Date Fair Value
Unvested outstanding as of December 31, 2022	101	$ 112.00
Vested	(26)	$ 98.31
Forfeited	(70)	$ 122.95
Unvested outstanding as of December 31, 2023	5	$ 29.63
Vested	(5)	$ 29.63
Unvested outstanding as of December 31, 2024	—	$ —

Prior to the Reverse Recapitalization, Vacasa Holdings had granted its executives “employee equity units” of Vacasa Employee Holdings LLC, which are intended to constitute “profits interests” within the meaning of IRS Revenue Procedure 93-27, as clarified by IRS Revenue Procedure 2001-43. The employee equity units have no intrinsic value on the date of grant, and have actual value to the executive only to the extent the equity value of Vacasa Holdings appreciates following the grant date.

Employee equity units are subject to a time-based vesting condition. The time-based vesting condition is generally satisfied over four years with 25% of the units vesting on the one year anniversary of the vesting commencement date of the award, followed by 1/48th of the units vesting each month over the subsequent three years.

Prior to the consummation of the Reverse Recapitalization (as described in Note 2, *Basis of Presentation and Use of Estimates*), Vacasa Holdings effectuated the Vacasa Holdings Recapitalization, pursuant to which all outstanding employee equity units were recapitalized in accordance with the OpCo LLC Agreement, which continue to be subject to the same vesting conditions as applied to such employee equity units before the recapitalization. Upon vesting of each employee equity unit, a corresponding OpCo unit vests and a Class B common share of the Company is issued. The modification did not result in any incremental compensation expense to be recognized. No grants of employee equity units are to be made following the Reverse Recapitalization.

Prior to the consummation of the Reverse Recapitalization, the determination of the fair value of awards on the date of grant utilized an option-pricing model that used the value of the Company's equity units on the date of grant, the expected term of the awards, volatility, risk-free interest rate, and discount for lack of marketability. The Company's computation of expected volatility was based on the historical volatility of selected comparable publicly traded companies over a period equal to the expected term of the award. The risk-free interest rate reflected the U.S. Treasury yield curve for a similar instrument with the same expected term in effect at the time of the grant. The value of the Company's equity units was determined by first determining the BEV of Vacasa Holdings and then allocating that equity fair value to Vacasa Holdings' redeemable convertible preferred units, common units and common unit equivalents. The BEV was estimated primarily using a market approach, which measures the value of a business through an analysis of recent sales or offerings of comparable investments or assets and comparing a business to a group of its peer companies.

Employee Stock Purchase Plan

In connection with the Business Combination, the Company adopted the 2021 Nonqualified Employee Stock Purchase Plan ("ESPP"). Under the ESPP, eligible participants may purchase shares of the Company’s Class A Common Stock using payroll deductions, which may not exceed 15% of their total cash compensation. Offering and purchase periods begin on June 1 and December 1 of each year. Participants will be granted the right to purchase shares at a price per share that is 85% of the lesser of the fair market value of the shares at (i) the participant’s entry date into the applicable one-year offering period or (ii) the end of each six-month purchase period within the offering period.

The ESPP does not meet the criteria of Section 423 of the Internal Revenue Code and is considered a non-qualified plan for federal tax purposes. The Company has treated the ESPP as a compensatory plan under GAAP.

During March 2024, the Company suspended further contributions to the ESPP and refunded all contributions remaining in the plan. Accordingly, there were no shares of Class A Common Stock purchased under the ESPP during the year ended December 31, 2024, and there were no ESPP options outstanding as of December 31, 2024.

Equity-Based Compensation Expense

The Company recorded equity-based compensation expense for the periods presented in the consolidated statements of operations as follows (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Cost of revenue	$ 46	$ 105	$ 1,025
Operations and support	513	1,458	5,931
Technology and development	1,901	2,203	5,733
Sales and marketing	587	2,435	5,554
General and administrative	6,907	9,341	15,927
Total equity-based compensation expense	$ 9,954	$ 15,542	$ 34,170

Note 18 — Net Loss Per Share

The Company calculates net loss per share of Class A Common Stock in accordance with ASC 260, *Earnings Per Share* ("ASC 260"), which requires the presentation of basic and diluted net loss per share. Basic net loss per share is calculated by dividing net loss attributable to Vacasa, Inc. by the weighted-average shares of Class A Common Stock outstanding without the consideration for potentially dilutive shares of common stock. Diluted net loss per share represents basic net loss per share adjusted to include the potentially dilutive effect of RSUs, PSUs, SARs, stock options, employee equity units, Convertible Notes, Notes Option, and Class G Common Stock. Diluted net loss per share is computed by dividing the net loss by the weighted-average number of Class A Common Stock equivalents outstanding for the period determined using the treasury stock method and if-converted method, as applicable. During periods of net loss, diluted loss per share is equal to basic net loss per share because the antidilutive effect of potential shares of common stock is disregarded.

On August 7, 2024, the Company issued the Convertible Notes, which qualify as participating securities under ASC 260 because the holders have participation rights on an as-if-converted basis. Accordingly, basic EPS is determined using the two-class method and diluted EPS is determined using the more dilutive of the two-class method or diluted EPS determined using the treasury stock method and if-converted method, as applicable. Determination of the numerator adjustment under the two-class method considers the dilutive impact of income allocable to noncontrolling interest holders because of Vacasa Holdings' contractual obligation to issue OpCo units to Vacasa, Inc. upon issuance of Class A Common Stock by Vacasa, Inc.

The following is a reconciliation of basic and diluted loss per share of Class A Common Stock for the periods presented (in thousands, except per share data):

	Year Ended December 31,		
	2024	2023	2022
Net loss attributable to Class A Common Stockholders for basic and diluted net loss per share	$ (95,193)	$ (298,703)	$ (177,898)
Weighted-average basic and diluted shares[1][2]	14,934	12,202	11,171
Basic and Diluted loss per share of Class A Common Stock[1][2]	$ (6.37)	$ (24.48)	$ (15.92)

[1] Basic and diluted weighted-average shares outstanding include restricted stock units that have vested but have not yet settled into shares of Class A Common Stock.

[2] Weighted-average shares outstanding and equity awards used in the computation of basic and diluted loss per share for prior years have been retroactively adjusted to reflect the 1-for-20 Reverse Stock Split that occurred on October 2, 2023. Refer to *Note 16 - Equity* for additional information.

Shares of the Company's Class B Common Stock and Class G Common Stock do not participate in earnings or losses of the Company and are therefore not participating securities. As such, separate presentation of basic and diluted loss per share of Class B Common Stock and Class G Common Stock under the two-class method has not been presented.

The following outstanding potentially dilutive securities were excluded from the calculation of diluted net loss per share of Class A Common Stock either because their impact would have been antidilutive for the periods presented or because they were contingently issuable upon the satisfaction of certain market conditions (in thousands)[1]:

	Year Ended December 31,		
	2024	2023	2022
OpCo units[2]	6,750	9,341	9,872
Restricted stock units	1,177	833	269
Performance stock units[3]	709	250	105
Stock appreciation rights	22	45	87
Stock options	117	156	234
Employee equity units	—	5	101
Employee stock purchase plan	—	200	174
Convertible notes	7,539	—	—
Notes option	4,808	—	—
Class G Common Stock	411	411	411
Common shares excluded from calculation of diluted net loss per share	21,533	11,241	11,253

[1] The share amounts for prior years have been retroactively adjusted to reflect the 1-for-20 Reverse Stock Split that occurred on October 2, 2023. Refer to *Note 16 - Equity* for additional information.

[2] These securities are neither dilutive nor anti-dilutive for the period presented as their assumed redemption for shares of Class A Common Stock would cause a proportionate increase to net loss attributable to Class A Common Stockholders, diluted.

[3] PSUs are contingently issuable upon the satisfaction of certain market conditions. As of December 31, 2024, none of the requisite market conditions have been met, and therefore all such contingently issuable shares have been excluded from the calculation of diluted net loss per share of Class A Common Stock.

Note 19 — Segment Reporting

Operating segments are defined as components of an entity for which discrete financial information is available and is regularly reviewed by the CODM in deciding how to allocate resources to an individual segment and in assessing performance. The Company's CODM is its Chief Executive Officer. The CODM reviews financial information on a consolidated basis for purposes of making operating decisions, allocating resources, and evaluating financial performance. As such, the Company has determined that it operates a single operating and reportable segment.

A description of revenue from contracts with customers and disaggregation by nature of the Company's performance obligations is included in Note 6, *Revenue*. The majority of the Company's revenue is earned in the United States. The Company's revenue earned outside of the United States did not exceed 10% of total revenues for the years ended December 31, 2024, 2023, or 2022. Long-lived assets by geographical location are based on the location of the legal entity that owns the asset. As of December 31, 2024, the majority of the Company's long-lived assets were located in the United States.

The Company's CODM reviews the financial performance of the Company's one operating segment using net loss as the primary measure of segment profitability. Net loss reflects revenue generated and expenses incurred. The CODM uses this measure to evaluate the operational efficiency and profitability of the Company, to make strategic decisions about capital allocation, and to assess whether the Company is meeting its financial targets. The CODM does not evaluate the performance of its one operating segment using asset information.

The Company's CODM reviews results on a monthly basis by comparing actual performance against forecasted targets and prior periods. This measure aligns closely with how resources are managed and allocated within the Company's one operating segment business.

On a regular basis, the Company's CODM reviews certain significant segment expenses. The following table reconciles the significant segment expenses regularly reviewed by the Company's CODM for the years ended December 31, 2024, 2023, or 2022, to the primary measure of segment profitability, net loss (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Revenue	$ 910,485	$ 1,117,950	$ 1,187,950
Less significant segment expenses:			
Housekeeping[1]	256,519	313,863	323,587
Cost of revenue, other[2]	170,566	205,788	240,786
Field operations[3]	149,663	170,196	189,945
Customer experience[3]	36,330	42,852	53,575
Sales and marketing	157,623	212,269	247,167
Technology and development	51,229	60,800	68,344
General and administrative	86,441	81,612	107,624
Other segment disclosures:			
Depreciation	14,943	21,357	21,706
Amortization of intangible assets	15,016	56,890	61,629
Impairment of long-lived assets	84,000	46,000	—
Impairment of goodwill	—	411,000	243,991
Interest income	4,582	7,021	1,991
Interest expense	(5,905)	(2,447)	(2,576)
Income tax expense	(859)	(1,586)	(1,022)
Other segment expenses:			
Operations and support, other[4]	35,776	32,658	20,548
Other (expense) income, net[5]	(5,140)	6,115	60,410
Net loss	$ (154,943)	$ (528,232)	$ (332,149)

[1] Housekeeping is an amount included in cost of revenue in the consolidated statements of operations, exclusive of depreciation and amortization and is considered a significant segment expense. Housekeeping consists primarily of employee compensation costs, which include wages, benefits, and payroll taxes.
[2] Cost of revenue, other is an amount included in the cost of revenue in the consolidated statements of operations, exclusive of depreciation and amortization. Cost of revenue, other consists primarily of employee compensation costs, which include wages, benefits and payroll taxes, outside service costs for home maintenance, payment processing fees for merchant fees and chargebacks, and reservation related amenities, as well as fixed rent payments on certain owner contracts, costs associated with community and homeowner associations and real estate brokerage services (prior to 2024). Cost of revenue, other, for 2024 and 2023, also includes severance expense related to workforce reductions (see Note 1, *Description of Business and Recent Events*).
[3] Field operations and customer experience are amounts included in operations and support in the consolidated statements of operations and are considered significant segment expenses. Costs consist primarily of compensation costs, which include wages, benefits, payroll taxes, and equity-based compensation for employees that support the Company's local operations.
[4] Operations and support, other, is an amount included in operations and support in the consolidated statements of operations and is not considered a significant segment expense. Operations and support, other primarily consists of compensation costs for employees that support our local operations. Operations and support, other, for 2024 and 2023, also includes severance expense related to workforce reductions (see Note 1, *Description of Business and Recent Events*).
[5] Other (expense) income, net consists primarily of the change in fair value of the Convertible Notes and Notes Option liability, the change in fair value of the contingent earnout shares consideration represented by our Class G Common Stock, and foreign currency exchange gains and losses.

Note 20 — Employee Benefit Plan

The Company maintains the Vacasa 401(k) Plan ("401(k) Plan"), a defined contribution benefit plan, for its employees who satisfy certain eligibility requirements. The 401(k) Plan allows eligible employees to make voluntary contributions at the discretion of the employee, up to the maximum annual contribution subject to Internal Revenue Code limitations. The Company matches contributions made by 401(k) Plan participants equal to 100% of the elective deferrals up to 6% of a participant's annual eligible compensation. Both employee contributions and the Company's matching contributions are fully vested upon contribution. For the years ended December 31, 2024, 2023, and 2022, the Company recognized matching contribution expense of $7.3 million, $9.2 million, and $10.5 million, respectively.

Note 21 — Commitments and Contingencies

Leases

See Note 11, *Leases*.

Regulatory Matters and Legal Proceedings

The Company's operations are subject to laws, rules, and regulations that vary by jurisdiction. In addition, the Company has been and is currently a party to various legal proceedings, including employment and general litigation matters, which arise in the ordinary course of business. Such proceedings and claims can require the Company to expend significant financial and operational resources.

Regulatory Matters

The Company's core business operations consist of the management of short-term vacation rental stays, which are subject to local, city, or county ordinances, together with various state, U.S. and foreign laws, rules and regulations. Such laws, rules, and regulations are complex and subject to change, and in several instances, jurisdictions have yet to codify or implement applicable laws, rules or regulations. Other ancillary components of the Company's business activities include the management of long-term rental stays and homeowner association management. In addition to laws governing these activities, the Company must comply with laws in relation to travel, tax, privacy and data protection, intellectual property, competition, health and safety, consumer protection, employment and many others. These business operations expose the Company to inquiries and potential claims related to its compliance with applicable laws, rules, and regulations. Given the shifting landscape with respect to the short-term rental laws, changes in existing laws or the implementation of new laws could have a material impact on the Company's business.

Tax Matters

Some states and localities impose transient occupancy, lodging accommodations, and sales taxes ("Hospitality and Sales Taxes") on the use or occupancy of lodging accommodations and other traveler services. The Company collects and remits Hospitality and Sales Taxes collected from guests on behalf of its homeowners. Such Hospitality and Sales Taxes are generally remitted to tax jurisdictions within a 30-day period following the end of each month, quarter, or year end.

As of December 31, 2024 and December 31, 2023, the Company had an obligation to remit Hospitality and Sales Taxes collected from guests in these jurisdictions totaling $13.4 million and $14.7 million, respectively. These payables are recorded in hospitality and sales taxes payable on the consolidated balance sheets.

The Company's potential obligations with respect to Hospitality and Sales Taxes could be affected by various factors, which include, but are not limited to, whether the Company determines, or any tax authority asserts, that the Company has a responsibility to collect lodging and related taxes on either historical or future transactions or by the introduction of new ordinances and taxes that subject the Company's operations to such taxes. The Company is under audit and inquiry by various domestic tax authorities with regard to hospitality and sales tax matters.

The Company has estimated liabilities in certain jurisdictions with respect to state, city, and local taxes related to lodging where management believes it is probable that the Company has additional liabilities, and the related amounts can be reasonably estimated. These contingent liabilities primarily arise from the Company's transactions with its homeowners, guests, and service contracts and relate to the applicability of transactional taxes (such as sales, value-added and similar taxes) to services provided. As of December 31, 2024 and December 31, 2023, accrued obligations related to these estimated taxes, including estimated penalties and interest, totaled $8.9 million and $10.7 million, respectively. Due to the inherent complexity and uncertainty of these matters and judicial processes in certain jurisdictions, the final outcomes of such matters may result in obligations that exceed the estimated liabilities recorded.

The Company has estimated other contingent non-income tax related liabilities related to domestic and foreign taxing authorities. The subject matter of these contingent liabilities arises from transactions with homeowners and the related information reporting requirements and potential back-up withholding on certain homeowner payments. As of December 31, 2024 and December 31, 2023, accrued obligations related to the information reporting requirements, including estimated penalties and interest, totaled $1.7 million and $1.9 million, respectively. With respect to potential back-up withholding on certain homeowner payments, any estimated liability is inherently subjective due to the complexity and uncertainty of this matter; therefore, any reasonably possible loss or range of loss cannot be estimated.

Refer to Note 15, *Income Taxes*, for further discussion on other income tax matters.

Litigation

The Company has been and is currently involved in litigation and legal proceedings and subject to legal claims in the ordinary course of business. These include legal claims asserting, among other things, commercial, competition, tax, employment, discrimination, wage-and-hour, consumer, personal injury, negligence, and property rights.

Harry Ramsey III, Administrator of the Estates of Katrina Ramsey, Zoey Ramsey, and Emma Ramsey v. Vacasa LLC, W-Acq. Vacation Rentals North America LLC, Hatteras Realty, LLC, and Vacasa North Carolina LLC, Case No. 23-CVS-26, Dare County Superior Court, North Carolina (filed Jan. 19, 2023)
In January 2023, the Company was served with a complaint filed against multiple subsidiaries of the Company alleging, among other things, wrongful death relating to a fire in 2020 at rental units managed by a subsidiary of the Company. The complaint was filed in Dare County Superior Court in the State of North Carolina and seeks damages related to the deaths of three individuals. The Company believes it has meritorious defenses to the allegations in the complaint and will vigorously contest the allegations. The Company has accrued an immaterial amount related to this claim and management does not believe this matter will have a material adverse effect on the Company's consolidated financial statements.

Jon Torerk v. Vacasa LLC et al., No.230901578, Third District Court for Salt Lake City, Utah (served May 12, 2023)
In March 2023, Jon Torerk filed a complaint alleging the Company was liable for his injuries sustained from a "slip and fall" accident while at a vacation home managed by the Company, as a result of the Company's alleged duties owed to Mr. Torerk as a business invitee, and seeking damages for his injuries. The Company believes it has meritorious defenses to the allegations in the complaint and will vigorously contest the allegations. Based on the nature of the proceedings in this case, the outcome of this matter remains uncertain and the Company cannot estimate the potential impact, if any, on its business or financial statements at this time.

A.F., by and through her guardian ad litem, et al. v. Vacasa Seasonals LLC et al., CGC-23-609513, Superior Court San Francisco County, California (filed Oct. 3, 2023)
In October 2023, a woman brought a premises liability claim on behalf of herself and her child, alleging that a "slip and fall" accident that occurred while at a vacation home managed by the Company caused premature labor. In June 2024, the parties reached an agreement in principle to settle the case and in February 2024 executed a Settlement Agreement and Release. As a result, the Company recorded a net impact of $1.0 million in its financial statements. The net charge represents the Company's gross liability of $6.3 million offset by an insurance receivable of $5.3 million. The gross liability amount is recorded within accrued expenses and other current liabilities on the consolidated balance sheet. The insurance receivable is recorded within accounts receivable on the consolidated balance sheet.

The Company does not believe, based on currently available facts and circumstances, that the final outcome of any pending legal proceedings or ongoing regulatory investigations, taken individually or as a whole, will have a material adverse effect on our consolidated financial statements. However, lawsuits may involve complex questions of fact and law and may require the expenditure of significant funds and other resources to defend. The results of litigation or regulatory investigations are inherently uncertain, and material adverse outcomes are possible. From time to time, the Company may enter into confidential discussions regarding the potential settlement of such lawsuits. Any settlement of pending litigation could require us to incur substantial costs and other ongoing expenses.

During the periods presented, other than as disclosed above, no material amounts have been accrued or disclosed in the accompanying consolidated financial statements with respect to loss contingencies associated with any regulatory matter or legal proceeding. These matters are subject to many uncertainties, and the ultimate outcomes are not predictable. There can be no assurances that the actual amounts required to satisfy any liabilities arising from the regulatory matters and legal proceedings described above will not have a material adverse effect on the Company's business, results of operations, financial condition, or cash flows.

Indemnification

As a matter of ordinary course, the Company agrees to indemnification clauses in commercial agreements where desirable or appropriate. As a result, the Company may be obligated to indemnify third parties for losses or damages incurred in connection with the Company's operations or its non-compliance with contractual obligations. Additionally, the Company has entered into indemnification agreements with its officers and directors, and its bylaws contain certain indemnification obligations for officers and directors. It is not possible to determine the aggregate maximum potential loss pursuant to the aforementioned indemnification provisions and obligations due to the unique facts and circumstances involved in each particular situation.

Note 22 — Subsequent Event

On February 3, 2025, the Company received an unsolicited, non-binding proposal from Davidson Kempner and certain of its affiliates to acquire all outstanding shares of the Company at a price of $5.25 per share , subject to potential downward adjustment in accordance with the terms of such proposal (the "Original Davidson Kempner Proposal"). On February 28, 2025, the Company received a revised unsolicited, non-binding acquisition proposal from Davidson Kempner and certain of its affiliates, which removed certain contingencies and conditions included in the Original Davidson Kempner Proposal and was otherwise on substantially the same terms as the Original Davidson Kempner Proposal (the "Second Revised Davidson Kempner Proposal"). On March 11, 2025, the Company received a revised unsolicited, non-binding acquisition proposal from Davidson Kempner and certain of its affiliates which is on substantially the same terms as the Second Revised Davidson Kempner proposal and (i) provides for a tender offer to potentially reduce time to close, (ii) makes changes to the potential downward adjustment to the merger consideration based on the Company's liquidity and (iii) provides for the ability of the Company to seek up to $5,000,000 in additional funding from Davidson Kempner through additional convertible notes during the period between signing and closing. The Company has and is continuing to engage in discussions and negotiations with Davidson Kempner regarding the Third Revised Davidson Kempner Proposal in accordance with the terms and conditions of the Merger Agreement.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Limitations on Effectiveness of Controls and Procedures

In designing and evaluating our disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints, and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and principal financial officer, evaluated, as of the end of the period covered by this Annual Report, the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Based on that evaluation, our principal executive officer and principal financial officer concluded that, as of December 31, 2024, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act, during the quarter ended December 31, 2024 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Management's Report on Internal Control over Financial Reporting

As required by SEC rules and regulations implementing Section 404 of the Sarbanes-Oxley Act, our management is responsible for establishing and maintaining adequate internal control over financial reporting. Our internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our financial statements for external reporting purposes in accordance with GAAP. Our internal control over financial reporting includes those policies and procedures that:

1. pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of our Company,
2. provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors, and
3. provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect errors or misstatements in our financial statements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree or compliance with the policies or procedures may deteriorate. Management assessed the effectiveness of our internal control over financial reporting at December 31, 2024. In making these assessments, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control - Integrated Framework (2013). Based on our assessments and those criteria, management determined that our internal control over financial reporting was effective at December 31, 2024.

This Annual Report does not include an attestation of internal controls from our independent registered public accounting firm due to our status as an emerging growth company under the JOBS Act.

Item 9B. Other Information

During the three months ended December 31, 2024, no director or officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement" as each term is defined in Item 408 of Regulation S-K.

Chief Financial Officer Transition

On March 10, 2025, Bruce Schuman, the Company's Chief Financial Officer and Chief Accounting Officer, informed the Company that he will step down from his position as Chief Financial Officer and Chief Accounting Officer (principal financial officer and principal accounting officer), effective March 14, 2025, to pursue another opportunity. Mr. Schuman's departure is not the result of any disagreement with the Company or with the Company's financial statements.

The Company has appointed William Atkins as the Company's Interim Chief Financial Officer and principal financial officer and principal accounting officer, effective March 14, 2025. Mr. Atkins is a consultant to the Company, providing services pursuant to a consulting agreement between the Company and FLG Partners, LLC ("FLG"), a company that specializes in providing chief financial officer and board advisory services (the "Consulting Agreement").

Mr. Atkins, 63, joined FLG as a partner in 2023, with over 30 years of experience as both chief financial officer of, and advisor to, public and private technology companies. Before joining FLG, he served as Chief Financial Officer for Mobileum, a software and services company, from September 2022 to June 2023, as Chief Financial Officer for One Concern, a climate resilience data analytics company, from November 2019 to December 2021 and was previously Chief Financial Officer at Clarify Health, a healthcare data analytics company, at Airobotics, a robotic drone company, at Calix, Inc., a communications systems and software company, and at Intelsat, a satellite services company. In addition to his Chief Financial Officer roles, Mr. Atkins was Senior Partner of Fairfax Partners, an investing and advisory firm, and was a Managing Director and senior member of Morgan Stanley's Investment Banking Division.

The term of the Consulting Agreement continues until such time as either party gives written notice of termination. The Consulting Agreement may be terminated by either party with cause, upon 10 days' written notice and without cause, upon 30 days' written notice. The Consulting Agreement provides for compensation for services provided at a rate of $600 per hour and reimbursement of reasonable, documented expenses. Other than the Consulting Agreement, there are no arrangements or understandings between Mr. Atkins and any other person pursuant to which he is being appointed as the principal financial

officer and principal accounting officer of the Company. Mr. Atkins has no family relationship with any of the executive officers or directors of the Company.

As described below, to ensure an orderly transition of his responsibilities, following his departure, Mr. Schuman will remain available for a period of time to provide transition consultation services with the Company.

Mr. Schuman Transition Agreement

The Company entered into a Transition Agreement with Mr. Schuman on March 12, 2025 (the "Transition Agreement"), pursuant to which, in exchange for Mr. Schuman executing a general release of claims in favor of the Company and in order to ensure an orderly transition of his responsibilities, Mr. Schuman will provide transition consulting services on an as-requested and as-needed basis during the period commencing on March 17, 2025 and ending on July 17, 2025, or such earlier date as set forth in the Transition Agreement (the "Consulting Period"). During the Consulting Period, the Company will provide Mr. Schuman with a monthly retainer of $37,500, which shall be prorated for any partial month of consulting services during the Consulting Period.

The foregoing descriptions of the Consulting Agreement and the Transition Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of such agreements, copies of which are filed as Exhibits 10.51 and 10.52, respectively, hereto, and are incorporated by reference herein.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information required by this item will be included in our Proxy Statement for the 2025 Annual Meeting of Stockholders (the "2025 Proxy Statement") to be filed with the SEC, within 120 days of the fiscal year ended December 31, 2024 and is incorporated herein by reference.

Board of Directors	Executive Officers	Corporate Headquarters
		850 NW 13th Avenue
Joerg Adams,	**Robert Greyber,**	Portland, Oregon 97209
Managing Director, Silver Lake	Chief Executive Officer, Vacasa, Inc.	www.vacasa.com
Ryan Bone,	**Bruce Schuman,**	**NASDAQ Listing**
Director, Silver Lake	Chief Financial Officer	Class A Commons Stock Symbol - VCSA
Chad Cohen,	**William Atkins,**	**Investor Relations**
Former Chief Financial Officer and Chief Operating Officer, Capella Space		ir@vacasa.com
	Incoming Interim Chief Financial Officer	
Robert Greyber,		**Independent Accountants**
Chief Executive Officer, Vacasa, Inc.		KPMG LLP Seattle, Washington
Benjamin Levin,		**Transfer Agent**
Chief Executive Officer, Level Equity Management, LLC		Continental Stock Transfer & Trust Company
		1 State Street, 30th Floor
Barbara Messing,		New York, New York 10004
Former Chief Marketing & Communications Officer, Roblox Corporation		212-509-4000

Jeffrey Parks,
Co-founder and Managing Partner, Riverwood Capital

Karl Peterson,
CapitalKP and Peterson Capital Partners, LP

Chris Terrill,
Former Co-Chairman, Z-Work Acquisition Corp.

Code of Business Conduct and Ethics

We have a Code of Business Conduct and Ethics that applies to all of our executive officers, directors and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions. A copy of our Code of Business Conduct and Ethics is available on our website, investors.vacasa.com. We intend to make any legally required disclosures regarding amendments to, or waivers of, provisions of our Code of Business Conduct and Ethics on our website rather than by filing a Current Report on Form 8-K.

Insider Trading Policies and Procedures

We have adopted an Insider Trading Compliance Policy that governs the purchase, sale, and/or other dispositions of our securities by directors, officers and employees that is reasonably designed to promote compliance with insider trading laws, rules and regulations and Nasdaq listing standards. A copy of our Insider Trading Compliance Policy is filed as Exhibit 19.1 to this Annual Report.

Item 11. Executive Compensation

The information required by this Item is incorporated by reference to the 2025 Proxy Statement.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this Item is incorporated by reference to the 2025 Proxy Statement.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this Item is incorporated by reference to the 2025 Proxy Statement.

Item 14. Principal Accountant Fees and Services

The information required by this Item is incorporated by reference to the 2025 Proxy Statement.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) Documents filed as part of this Annual Report:

(1) Consolidated Financial Statements

Our consolidated financial statements are listed in the “Index to Consolidated Financial Statements” under Part II, Item 8 of this Annual Report.

(2) Financial Statement Schedules

All financial statement schedules have been omitted because they are not applicable, not material or the required information is shown in Part II, Item 8 of this Annual Report.

(3) Exhibits

The documents listed in the Exhibit Index of this Annual Report are herein incorporated by reference or are filed with this Annual Report, in each case as indicated herein (numbered in accordance with Item 601 of Regulation S-K).

Item 16. Form 10-K Summary

None.

Exhibit Index

		Incorporated by Reference				
Exhibit Number	Exhibit Description	Form	File Number	Date	Exhibit	Filed/Furnished Herewith
2.1	Business Combination Agreement, dated as of July 28, 2021, by and among TPG Pace Solutions Corp., TK Newco, Vacasa Holdings LLC, and certain other parties named therein.	S-4/A	333-258739	10/22/21	Annex A	
2.2	Contribution Agreement, dated as of March 7, 2021, by and among TurnKey Vacation Rentals, Inc., Turnkey Vacations, Inc. and Vacasa Holdings LLC.	S-4/A	333-258739	10/22/21	2.2	
2.3^^	Agreement and Plan of Merger, dated as of December 30, 2024, by and among Vacasa, Inc., Vacasa Holdings LLC, Casago Holdings, LLC, Vista Merger Sub II Inc. and Vista Merger Sub LLC	8-K	001-41130	12/31/24	2.1	
3.1	Amended and Restated Certificate of Incorporation of the Company.	8-K	001-41130	12/09/21	3.1	
3.2	Amended and Restated Bylaws of the Company.	8-K	001-41130	12/09/21	3.2	
3.3	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Vacasa, Inc. dated May 23, 2023.	8-K	001-41130	05/25/23	3.1	
3.4	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Vacasa, Inc. dated October 2, 2023.	8-K	001-41130	10/02/23	3.03	
4.1	Note Purchase Agreement, dated as of May 21, 2020, by and among Vacasa Holdings LLC, the purchasers party thereto and Wilmington Savings Fund Society, FSB, as the Administrative Agent and Collateral Agent, as amended.	S-4/A	333-258739	10/22/21	10.17	

4.2	Note Purchase Agreement, dated as of August 7, 2024, among Vacasa, Inc., a Delaware corporation, Vacasa Holdings LLC, a Delaware limited liability company, V-Revolver Sub LLC, Vacasa, Inc., a Delaware corporation, the purchasers party thereto and Acquiom Agency Services LLC	8-K	001-41130	08/08/24	4.1
4.3	Amendment No. 1, dated as of October 25, 2024, to the Note Purchase Agreement, dated as of August 7, 2024, among Vacasa Holdings LLC, V-Revolver Sub LLC, each purchaser party thereto and Acquiom Agency Services LLC, as administrative agent and collateral agent.	8-K	001-41130	10/31/24	4.1
4.4	Form of Senior Secured Convertible Note	8-K	001-41130	08/08/24	4.2
4.5	Specimen Class A Common Stock Certificate of Vacasa, Inc.	S-4/A	333-258739	10/22/21	4.1
4.6	Description of the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934, as Amended.	10-K	001-41130	03/01/24	4.2
10.1	Stockholders Agreement, dated as of December 6, 2021.	8-K	001-41130	12/09/21	10.1
10.2	Amendment No. 1 to Stockholders Agreement, dated as of August 16, 2022.	10-K	001-41130	03/14/23	10.2
10.3	Director Designation Agreement, dated June 7, 2023, between Vacasa, Inc. and the Silver Lake Stockholders.	8-K	001-41130	06/08/23	10.1
10.4	Director Designation Agreement, dated June 7, 2023, between Vacasa, Inc. and the Riverwood Stockholders.	8-K	001-41130	06/08/23	10.2
10.5	Director Designation Agreement, dated June 7, 2023, between Vacasa, Inc. and the Level Equity Stockholders.	8-K	001-41130	06/08/23	10.3
10.6	Director Designation Agreement, dated June 7, 2023, between Vacasa, Inc. and the EB Stockholders.	8-K	001-41130	06/08/23	10.4
10.7	Registration Rights Agreement, dated as of December 6, 2021.	8-K	001-41130	12/09/21	10.2
10.8	Voting Agreement, dated as of August 7, 2024, among Vacasa, Inc., a Delaware corporation, and each of the Stockholders party thereto	8-K	001-41130	08/08/24	10.1
10.9	Amended and Restated Registration Rights Agreement, dated as of August 7, 2024, among Vacasa, Inc., a Delaware corporation, and each of the Holders party thereto	8-K	001-41130	08/08/24	10.2

10.10^^	Collateral Agreement, dated as of August 7, 2024, among Vacasa Holdings LLC, V-Revolver Sub, LLC, the other grantors party thereto and Acquiom Agency Services LLC, as collateral agent	8-K	001-41130	08/08/24	10.3
10.11^^	Guarantee Agreement, dated as of August 7, 2024, among Vacasa Holdings LLC, V-Revolver Sub, LLC, the subsidiary guarantors party thereto and Acquiom Agency Services LLC, as collateral agent	8-K	001-41130	08/08/24	10.4
10.12	Support Agreement, dated as of December 30, 2024, by and among Vacasa, Inc., Casago Holdings, LLC, SLP V Venice Feeder I, L.P. and SLP Venice Holdings L.P.	8-K	001-41130	12/31/24	10.1
10.13	Support Agreement, dated as of December 30, 2024, by and among Vacasa, Inc., Casago Holdings, LLC, RW Vacasa AIV L.P., RW Industrious Blocker L.P., RCP III Vacasa AIV L.P., Riverwood Capital Partners II (Parallel - B) L.P., Riverwood Capital Partners III (Parallel - B) L.P., RCP III (A) Vacasa AIV L.P., RCP III Blocker Feeder L.P. and RCP III (A) Blocker Feeder L.P.	8-K	001-41130	12/31/24	10.2
10.14	Support Agreement, dated as of December 30, 2024, by and among Vacasa, Inc., Casago Holdings, LLC, Level Equity Opportunities Fund 2015, L.P., Level Equity Opportunities Fund 2018, L.P., LEGP II AIV(B), L.P., LEGP I VCS, LLC, LEGP II VCS, LLC and Level Equity - VCS Investors, LLC.	8-K	001-41130	12/31/24	10.3
10.15	Tax Receivable Agreement, dated as of December 6, 2021, by and among Vacasa, Inc., Vacasa Holdings LLC and certain other parties named therein.	8-K	001-41130	12/09/21	10.3
10.16	Amendment No. 1 to Tax Receivable Agreement, dated as of December 30, 2024, by and among Vacasa, Inc., Vacasa Holdings LLC and the other parties thereto.	8-K	001-41130	12/31/24	10.4
10.17	Fourth Amended and Restated Limited Liability Company Agreement of Vacasa Holdings LLC, dated as of December 6, 2021.	8-K	001-41130	12/09/21	10.4
10.18	Form of Indemnification and Advancement Agreement.	S-4/A	333-258739	11/08/21	10.24

10.19	Revolving Credit Agreement, dated as of October 7, 2021, by and among Vacasa Holdings LLC, V-Revolver Sub LLC, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent, Collateral Agent and an Issuing Bank.	S-4/A	333-258739	10/22/21	10.19
10.20	Amendment No. 1, dated December 8, 2021, to the Credit Agreement, dated as of October 7, 2021, by and among Vacasa Holdings LLC, V-Revolver Sub LLC, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent, Collateral Agent and Issuing Bank.	8-K	001-41130	12/09/21	10.6
10.21	Amendment No. 2 to the Credit Agreement, dated June 20, 2023, between Vacasa Holdings LLC, V-Revolver Sub LLC, and JPMorgan Chase Bank, N.A.	10-Q	001-41130	08/08/23	10.7
10.22	Amendment No. 3, dated as of October 25, 2024, to the Credit Agreement, dated as of October 7, 2021, among Vacasa Holdings LLC, V-Revolver Sub LLC, each lender party thereto and JPMorgan Chase Bank, N.A., as administrative agent, collateral agent and issuing bank.	8-K	001-41130	10/31/24	10.1
10.23	Amendment No. 4 to Revolving Credit Agreement, dated as of December 30, 2024, by and between Vacasa Holdings LLC, V-Revolver Sub LLC, each lender party thereto and JPMorgan Chase Bank, N.A., as administrative agent, collateral agent and issuing bank.	8-K	001-41130	12/31/24	10.5
10.24	Collateral Agreement, dated as of December 6, 2021, by and among Vacasa Holdings LLC, V-Revolver Sub LLC, the other grantors party thereto, and JPMorgan Chase Bank, N.A., as Collateral Agent.	8-K	001-41130	12/09/21	10.7
10.25	Supplement No. 1, dated as of October 6, 2023, to the Collateral Agreement, dated as of December 6, 2021, by and among Vacasa Holdings LLC, V-Revolver Sub LLC, the other grantors party thereto, and JPMorgan Chase Bank, N.A., as Collateral Agent.	10-Q	001-41130	11/08/23	10.1
10.26	Guarantee Agreement, dated as of October 7, 2021, by and among Vacasa Holdings LLC, V-Revolver Sub LLC, the subsidiary guarantors identified therein, and JPMorgan Chase Bank, N.A., as Administrative Agent.	S-4/A	333-258739	10/22/21	10.20

10.27	Supplement No. 1, dated as of October 6, 2023, to the Guarantee Agreement, dated as of October 7, 2021, by and among Vacasa Holdings LLC, V-Revolver Sub LLC, the subsidiary guarantors identified therein, and JPMorgan Chase Bank, N.A., as Administrative Agent.	10-Q	001-41130	11/08/23	10.2
10.28#	Vacasa, Inc. Non-Employee Director Compensation Program.	8-K	001-41130	12/09/21	10.8
10.29#	Vacasa, Inc. Non-Employee Director Compensation Program, as amended and restated on May 22, 2023.	10-Q	001-41130	08/08/23	10.8
10.30#	Vacasa, Inc. Non-Employee Director Compensation Program, as amended and restated on March 7, 2024.	10-Q	001-41130	08/09/24	10.8
10.31#	Vacasa, Inc. 2021 Incentive Award Plan, as amended and restated on May 23, 2023.	8-K	001-41130	05/23/24	10.1
10.32#	Form of Stock Option Grant Notice under the Vacasa, Inc. 2021 Incentive Award Plan.	S-1	333-261922	12/28/21	10.9.1
10.33#	Form of Restricted Stock Unit Award Grant Notice under the Vacasa, Inc. 2021 Incentive Award Plan.	S-1	333-261922	12/28/21	10.9.2
10.34#	Form of Performance Stock Unit Award Grant Notice under the Vacasa, Inc. 2021 Incentive Award Plan.	10-Q	001-41130	11/10/22	10.4
10.35#	Vacasa, Inc. 2021 Nonqualified Employee Stock Purchase Plan, as amended and restated on May 23, 2023.	10-K	001-41130	03/01/24	10.24
10.36#	TurnKey Vacation Rentals, Inc. 2014 Equity Incentive Plan, as amended.	S-8	333-261693	12/16/21	99.1
10.37#	Vacasa, Inc. 2016 Equity Compensation Incentive Plan.	S-8	333-261693	12/16/21	99.2
10.38#	Offer Letter, dated August 22, 2022, between Vacasa LLC and Robert Greyber.	10-Q	001-41130	11/10/22	10.1
10.39#	Change in Control and Retention Agreement, dated September 6, 2022, between Vacasa LLC and Robert Greyber.	10-Q	001-41130	11/10/22	10.2
10.40#	Offer Letter, dated October 28, 2021, between Vacasa, Inc. and Barbara Messing.	S-4/A	333-258739	11/08/21	10.25
10.41#	Transition Agreement, dated May 3, 2023, between Vacasa LLC and Jamie Cohen.	8-K	001-41130	05/09/23	10.2
10.42#	Transition Agreement, dated February 24, 2024, between Vacasa LLC and John Banczak.	10-Q	001-41130	05/10/24	10.1
10.43#	Offer Letter, dated April 6, 2021, between Vacasa LLC and Craig Smith.	10-K	001-41130	03/21/22	10.20

10.44#^	Change in Control and Retention Agreement, dated April 12, 2021, between Vacasa LLC and Craig Smith.	10-K	001-41130	03/21/22	10.21	
10.45#	Separation and Release Agreement, dated February 6, 2023, between Vacasa, LLC and Craig Smith.	10-Q	001-41130	08/08/23	10.4	
10.46#	Offer Letter, dated May 3, 2023, between Vacasa, LLC and Bruce Schuman.	8-K	001-41130	08/08/23	10.1	
10.47#	Change in Control and Retention Agreement, dated June 1, 2023, between Vacasa, LLC and Bruce Schuman.	10-Q	001-41130	08/08/23	10.2	
10.48#	Amended and Restated Offer Letter, dated February 6, 2023, between Vacasa LLC and John Banczak.	10-Q	001-41130	05/09/23	10.1	
10.49#	Vacasa Annual Incentive Plan for Executives.	8-K	001-41130	02/16/24	10.1	
10.50	Guarantee and Collateral Agreement, dated as of May 21, 2020, by and among Vacasa Holdings LLC, the other Note Parties identified therein, and Wilmington Savings Fund Society, FSB, as Collateral Agent.	S-4/A	333-258739	10/22/21	10.18	
10.51	Confidential Consulting Agreement, dated February 12, 2025, between Vacasa, LLC and FLG Partners, LLC.					
10.52	Transition Agreement, dated March 12, 2025, between Vacasa LLC and Bruce Schuman.					
19.1	Vacasa Insider Trading Compliance Policy					*
21.1	List of Subsidiaries of Vacasa, Inc.					*
23.1	Consent of Independent Registered Public Accounting Firm.					*
31.1	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					*
31.2	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					*
32.1	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					**

32.2	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					**
97.1	Vacasa, Inc. Policy for Recovery of Erroneously Awarded Compensation	10-K	001-41130	3/1/2024	97.1	
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.					
101.SCH	Inline XBRL Taxonomy Extension Schema Document.					
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.					
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.					
101.LAB	Inline XBRL Taxonomy Extension Labels Linkbase Document.					
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.					
104	Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL document and contained in Exhibit 101.					

* Filed herewith.

** Furnished herewith.

# Indicates management contract or compensatory plan.

^ Certain portions of this exhibit (indicated by "[***]") have been omitted as we have determined the omitted information is (i) not material and (ii) the type of information that we both customarily and actually treat as private and confidential.

^^ Certain schedules and other similar attachments to this exhibit have been omitted from this filing pursuant to Item 601(a)(5) of Regulation S-K. We will furnish supplementally a copy of such omitted documents to the SEC upon request

Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Vacasa, Inc.

By: /s/ Robert Greyber
Robert Greyber
Chief Executive Officer

Date: March 13, 2025

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below on March 13, 2025, by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Name and Signature	Title	Date
/s/ Robert Greyber Robert Greyber	Chief Executive Officer and Director *(Principal Executive Officer)*	March 13, 2025
/s/ Bruce Schuman Bruce Schuman	Chief Financial Officer *(Principal Financial Officer and Principal Accounting Officer)*	March 13, 2025
/s/ Joerg Adams Joerg Adams	Director	March 13, 2025
/s/ Ryan Bone Ryan Bone	Director	March 13, 2025
/s/ Chad Cohen Chad Cohen	Director	March 13, 2025
/s/ Benjamin Levin Benjamin Levin	Director	March 13, 2025
/s/ Barbara Messing Barbara Messing	Director	March 13, 2025
/s/ Jeffrey Parks Jeffrey Parks	Chairman of the Board of Directors	March 13, 2025
/s/ Karl Peterson Karl Peterson	Director	March 13, 2025
/s/ Chris Terrill Chris Terrill	Director	March 13, 2025

CONFIDENTIAL CONSULTING AGREEMENT

This Confidential Consulting Agreement (the "Agreement") is executed as of the date shown on the signature page (the "Effective Date"), by and between FLG Partners, LLC, a California limited liability company ("FLG"), and the entity identified on the signature page ("Client").

RECITALS

WHEREAS, FLG is in the business of providing certain financial services;

WHEREAS, Client wishes to retain FLG to provide and FLG wishes to provide such services to Client on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

1. Services.

   A. Commencing on the Effective Date, FLG will perform those services (the "Services") described in one or more exhibits attached hereto (the "Exhibits"). Such services shall be performed by the member or members of FLG identified in Exhibit A (collectively, the "FLG Member").

   B. Client acknowledges and agrees that FLG's success in performing the Services hereunder will depend upon the participation, cooperation and support of Client's most senior management.

   C. Notwithstanding anything in Exhibit A or elsewhere in this Agreement to the contrary, neither FLG nor any of its members shall serve as an employee, an appointed officer, or an elected director of Client. Consistent with the preceding: (i) Client shall not appoint FLG Member as a corporate officer in Client's corporate minutes; (ii) Client shall not elect FLG Member to its board of directors or equivalent governing body; and (iii) the FLG Member shall have no authority to sign any documents on behalf of Client, including, but not limited to, federal or state securities filings, tax filings, or representations and warranties on behalf of Client except as pursuant to a specific resolution(s) of Client's board of directors or equivalent governing body granting such authority to FLG Member as a non-employee consultant to Client.

   D. The Services provided by FLG and FLG Member hereunder shall not constitute an audit, attestation, review, compilation, or any other type of financial statement reporting engagement (historical or prospective) that is subject to the rules of the California Board of Accountancy, the AICPA, or other similar state or national licensing or professional bodies. Client agrees that any such services, if required, will be performed separately by its independent public accountants or other qualified consultants.

   E. During the term of this Agreement, Client shall not hire or retain the FLG Member as an employee, consultant or independent contractor except pursuant to this Agreement.

2. Compensation; Payment; Deposit; Expenses.

   A. As compensation for Services rendered by FLG hereunder, Client shall pay FLG the amounts set forth in Exhibit A for Services performed by FLG hereunder (the "Fees"). The Fees shall be net of any and all taxes, withholdings, duties, customs, bank fees, social contributions or other reductions imposed by any and all authorities which are required to be withheld or collected by Client or FLG, including ad valorem, sales, gross receipts or similar taxes, but excluding US income taxes based upon FLG's or FLG Member's net taxable income.

   B. Consistent with common practice in professional services, FLG reserves the right to increase the Fee set forth in Exhibit A no more frequently than annual anniversary of the Effective Date, and no sooner than at least nine (9) months from the Effective Date. Notice of any such increase will be made no less than thirty (30) days in advance of such of Fee increase.

   C. As additional compensation to FLG, Client will pay FLG the incentive bonus or warrants or options, if any, set forth in Exhibit A.

   D. Client shall pay FLG all undisputed amounts owed to FLG under this Agreement upon Client's receipt of invoice, with no purchase order required. Any invoices more than forty five (45) days overdue will accrue a late payment fee at the rate of one and 50/100 percent (1.5%) per month. FLG shall be entitled to recover all documented and reasonable out-of-pocket costs and expenses (including, without limitation, documented and reasonable out-of-pocket attorneys' fees) incurred by it in collecting any amounts overdue under this Agreement.

   E. Client acknowledges that it shall promptly review all invoices submitted by FLG upon receipt. Any dispute related to the accuracy, completeness, or any other aspect of an invoice must be submitted in writing to FLG within thirty (30) days of receipt of the invoice. Failure to raise a dispute within this timeframe shall be deemed an irrevocable acceptance of the invoice. Notwithstanding the above, in the event of a manifest error or a discrepancy acknowledged by FLG, the parties may mutually agree to extend the dispute resolution period.

   F. Client hereby agrees to pay FLG a deposit as set forth on Exhibit A (the "Deposit") to be held in its entirety as security for Client's future payment obligations to FLG under this Agreement. Upon termination of this Agreement, all amounts then owing to FLG under this Agreement shall be charged against the Deposit and the balance thereof, if any, shall be refunded to Client. In the event that the total amount of past due unpaid invoices exceeds the amount of the Deposit held by FLG, FLG reserves the right to stop providing services until such time as the outstanding balance is paid in full. FLG shall not be liable for any consequential damages, losses, or claims arising from a work stoppage initiated in accordance with this provision. If undisputed outstanding invoices remain unpaid for more than six (6) months, FLG reserves the right to terminate the agreement for default, in accordance with the termination provisions hereof.

   G. Within thirty (30) days of Client's receipt of an expense report from FLG's personnel performing Services hereunder, Client shall reimburse FLG for documented and reasonable travel and out-of-pocket business expenses detailed in such expense report. Any required air travel, overnight accommodation and resulting per diem expenses shall be consistent with Client's travel & expense policies for Client's employed executive staff.

3. Relationship of the Parties.

   A. FLG's relationship with Client will be that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship. FLG is not the agent of Client and is not authorized to make any presentation, contract, or commitment on behalf of Client unless specifically requested or authorized to do so by Client in writing. FLG agrees that all taxes payable as a result of compensation payable to FLG hereunder shall be FLG's sole

CONFIDENTIAL CONSULTING AGREEMENT

liability. FLG shall defend, indemnify and hold harmless Client, Client's officers, directors, employees and agents, and the administrators of Client's benefit plans from and against any claims, liabilities or expenses relating to such taxes or compensation.

4. Term and Termination.

   A. The term of this Agreement shall be for the period set forth in Exhibit A.

   B. Either party may terminate this Agreement upon thirty (30) calendar days advance written notice to the other party.

   C. Either party may terminate this Agreement immediately upon a material breach of this Agreement by the other party and a failure by the other party to cure such breach within ten (10) days of written notice thereof by the non-breaching party to the breaching party.

   D. FLG shall have the right to terminate this Agreement immediately without advance written notice (i) if Client is engaged in, or requests that FLG or the FLG Member undertake or ignore any illegal or unethical activity, or (ii) upon the death or disability of the FLG Member. Client shall have the right to terminate this Agreement immediately without advance written notice (i) if FLG or the FLG Member is engaged in any illegal or unethical activity, or (ii) upon the death or disability of the FLG Member.

   E. This Agreement shall be deemed terminated if during any six month period no billable hours occur, with the termination date effective on the date of the last billable hour therein.

   F. If during any time during this engagement there is a conversion of the FLG Member from 1099 to W2 with Client, then a placement fee shall be immediately payable to FLG. In addition, to the extent within one year of the end of this engagement Client directly hires, employs or retains the FLG Member or any FLG Member either via 1099 or W2, then Client will also immediately pay to FLG a placement fee. The Placement fee paid by Client to FLG will be equal to thirty percent (30%) of FLG Member's annual base salary including bonus that is agreed to by Client and the FLG Member. Client will not withhold any taxes from any placement fee paid to FLG.

5. Disclosures

   A. IRS Circular 230. To ensure compliance with requirements imposed by the IRS effective June 20, 2005, FLG hereby informs Client that any tax advice offered during the course of providing, or arising out of, the Services rendered pursuant to this Agreement, unless expressly stated otherwise, is not intended or written to be used, and cannot be used, for the purpose of: (i) avoiding tax-related penalties under the Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any tax-related matter(s) said tax advice address(es).

   B. Attorney-Client Privilege. Privileged communication disclosed to FLG or FLG Member may waive the privilege through no fault of FLG. FLG strongly recommends that Client consult with legal counsel before disclosing privileged information to FLG or FLG Member. Pursuant to Paragraph 6, neither FLG nor FLG Member will be responsible for damages caused through Client's waiver of privilege, whether deliberate or inadvertent, by disclosing such information to FLG or FLG Member.

6. **DISCLAIMERS AND LIMITATION OF LIABILITY.**

   A. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL SERVICES TO BE PROVIDED BY FLG AND FLG MEMBER (FOR PURPOSES OF THIS PARAGRAPH 6, COLLECTIVELY "FLG") HEREUNDER ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. CLIENT RECOGNIZES THAT THE "AS IS" CLAUSE OF THIS AGREEMENT IS AN IMPORTANT PART OF THE BASIS OF THIS AGREEMENT, WITHOUT WHICH FLG WOULD NOT HAVE AGREED TO ENTER INTO THIS AGREEMENT. FLG EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, TERMS OR CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PROFESSIONAL SERVICES, INCLUDING ANY, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT REGARDING THE SERVICES PROVIDED HEREUNDER SHALL BE DEEMED A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF FLG WHATSOEVER.**

   IN NO EVENT SHALL FLG BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO: LOST PROFITS; REVENUE OR SAVINGS; WAIVER BY CLIENT, WHETHER INADVERTENT OR INTENTIONAL, OF CLIENT'S ATTORNEY-CLIENT PRIVILEGE THROUGH CLIENT'S DISCLOSURE OF LEGALLY PRIVILEGED INFORMATION TO FLG; OR THE LOSS, THEFT, TRANSMISSION OR USE, AUTHORIZED OR OTHERWISE, OF ANY DATA, EVEN IF CLIENT OR FLG HAVE BEEN ADVISED OF, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, FLG'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LAST SIX (6) MONTHS OF FEES PAYABLE BY CLIENT UNDER PARAGRAPH 2(A) OF THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT THE COMPENSATION PAID BY IT UNDER THIS AGREEMENT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT FLG WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. THIS PARAGRAPH SHALL NOT APPLY TO EITHER PARTY WITH RESPECT TO A BREACH OF ITS CONFIDENTIALITY OBLIGATIONS.

   B. As a condition for recovery of any amount by Client against FLG, Client shall give FLG written notice of the alleged basis for liability within ninety (90) days of discovering the circumstances giving rise thereto, in order that FLG will have the opportunity to investigate in a timely manner and, where possible, correct or rectify the alleged basis for liability; provided that the failure of Client to give such notice will only affect the rights of Client to the extent that FLG is actually prejudiced by such failure. Notwithstanding anything herein to the contrary, Client must assert any claim against FLG by the sooner of: (i) ninety (90) days after discovery; (ii) ninety (90) days after the termination of this Agreement; (iii) ninety (90) days after the last date on which the Services were performed; or, (iv) sixty (60) days after completion of a financial or accounting audit for the period(s) to which a claim pertains.

7. Indemnification.

   A. FLG and FLG Member acting in relation to any of the affairs of Client shall, to the fullest extent permitted by law, as now or

CONFIDENTIAL CONSULTING AGREEMENT

hereafter in effect, be indemnified and held harmless, and such right to indemnification shall continue to apply to FLG and FLG Member following the term of this Agreement out of the assets and profits of the Client from and against all actions, costs, charges, losses, damages, liabilities and expenses which FLG or FLG Member, or FLG's or FLG Member's heirs, executors or administrators, shall or may incur or sustain by or by reason for any act done, concurred in or omitted in or about the execution of FLG's or FLG Member's duty or services performed on behalf of Client; and Client shall advance the reasonable attorney's fees, costs and expenses incurred by FLG or FLG's Member in connection with litigation related to the foregoing on the same basis as such advancement would be available to the Client's officers and directors, PROVIDED THAT Client shall not be obligated to make payments to or on behalf of any person (i) in connection with services provided by such person outside the scope of Services contemplated by this Agreement, and not authorized or consented to by Client's CEO or Board of Directors, or (ii) in respect of a) gross negligence or willful misconduct of such person, or (b) negligence of such person, but only to the extent that FLG's errors and omissions liability insurance would cover such person for such negligence without regard to Client's obligation to indemnify FLG hereunder.

B. FLG and FLG Member shall have no liability to Client relating to the performance of its duties under this Agreement except in the event of FLG's or FLG Member's gross negligence or willful misconduct.

C. FLG and FLG Member agree to waive any claim or right of action FLG or FLG Member might have whether individually or by or in the right of Client, against any director, secretary and other officers of Client and the liquidator or trustees (if any) acting in relation to any of the affairs of Client and every one of them on account of any action taken by such director, officer, liquidator or trustee or the failure of such director, officer, liquidator or trustee to take any action in the performance of his duties with or for Client; PROVIDED THAT such waiver shall not extend to any matter in respect of any gross negligence or willful misconduct which may attach to any such persons.

8. Representations and Warranties.

A. Each party represents and warrants to the other that it is authorized to enter into this Agreement and can fulfill all of its obligations hereunder.

B. FLG and FLG Member warrant that they shall perform the Services diligently, with due care, and in accordance with prevailing industry standards for comparable engagements and the requirements of this Agreement. FLG and FLG Member warrant that FLG Member has sufficient professional experience to perform the Services in a timely and competent manner.

C. Each party represents and warrants that it has and will maintain a policy or policies of insurance with reputable insurance companies providing the members, officers and directors, as the case may be, of itself with coverage for losses from wrongful acts. FLG covenants that it has an error and omissions insurance policy in place in the form provided to Client prior to or contemporaneously with the date of execution of this Agreement and will continue to maintain such policy or equivalent policy provided that such policy or equivalent policy shall be available at commercially reasonable rates.

9. Work Product License.

The parties do not anticipate that FLG or FLG Member will create any intellectual property for Client in performing the Services pursuant to this Agreement. However, FLG and FLG Member grant to Client a world-wide, perpetual, exclusive, royalty-free, irrevocable license to use and create derivative works from all tangible and electronic documents, spreadsheets, and financial models (collectively, "Work Product") produced or authored by FLG Member in the course of performing the Services pursuant to this Agreement. Any patent rights arising out of the Services will be assigned to and owned by Client and not FLG or FLG Member. All other rights, including, but not limited to, the residual memory of any methods, discoveries, developments, improvements, know-how, ideas, insights, analytical concepts and skills directly inherent to, or reasonably required for, the competent execution of FLG Member's profession as a chief financial officer are reserved in their entirety by FLG and FLG Member.

10. Miscellaneous.

A. Any notice required or permitted to be given by either party hereto under this Agreement shall be in writing and shall be personally delivered or sent by a reputable courier mail service (e.g., Federal Express) or by facsimile or email transmission confirmed by reputable courier mail service, to the other party as set forth in this Paragraph 10(A). Notices will be deemed effective two (2) days after deposit with a reputable courier service or upon confirmation of receipt by the recipient from such courier service or the same day if sent by facsimile or email transmission and confirmed as set forth above.

If to FLG:
U. Heather Ogan
FLG Partners, LLC
228 Hamilton Ave., 3rd Floor,
Palo Alto, CA 94301
PO BOX 192304
San Francisco, CA 94119
Tel: 415-508-4048, ext 201
Fax: 415-508-6896
E-mail: accounting@flgpartners.com

If to Client: the address, telephone numbers and email address shown below Client's signature on the signature page.

B. This Agreement will be governed by and construed in accordance with the laws of California without giving effect to any choice of law principles that would require the application of the laws of a different jurisdiction.

C. Any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement (including any other agreement(s) contemplated hereunder), including, without limitation, any action or claim based on tort, contract, or statute (including any claims of breach or violation of statutory or common law protections from discrimination, harassment and hostile working environment), or concerning the interpretation, effect, termination, validity, performance and/or breach of this Agreement ("Claim"), shall be resolved by final and binding arbitration before a single arbitrator ("Arbitrator") selected from and administered by the San Francisco office of JAMS (the "Administrator") in accordance with its then existing commercial arbitration rules and procedures. The arbitration shall be held in San Francisco, California. The Arbitrator shall, within fifteen (15) calendar days after the conclusion of the Arbitration hearing, issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The Arbitrator also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief he or she deems just and equitable and within the scope of this Agreement, including, without limitation, an injunction or order for specific performance. Each party shall bear its own attorneys' fees, costs, and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the Administrator and the Arbitrator; provided, however, the Arbitrator shall be authorized to determine whether a party is the

CONFIDENTIAL CONSULTING AGREEMENT

prevailing party, and if so, to award to that prevailing party reimbursement for its reasonable attorneys' fees, costs and disbursements, and/or the fees and costs of the Administrator and the Arbitrator. The Arbitrator's award may be enforced in any court of competent jurisdiction. Notwithstanding the foregoing, nothing in this Paragraph 10(C) will restrict either party from applying to any court of competent jurisdiction for injunctive relief.

D. Neither party may assign its rights or delegate its obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party;. The rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties' respective successors and permitted assigns.

E. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

F. This Agreement, the Exhibits, and any executed Non-Disclosure Agreements specified herein or in the Exhibits hereto and thus incorporated by reference constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements or understandings, express or implied, written or oral, between the parties with respect hereto. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.

G. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the parties. The waiver by a party of any breach hereof for default in payment of any amount due hereunder or default in the performance hereof shall not be deemed to constitute a waiver of any other default or succeeding breach or default.

H. Subject to Client's prior written consent, upon completion of the engagement hereunder FLG may place customary "tombstone" advertisements using Client's logo and name in publications of FLG's choice at its own expense, and/or cite the engagement in similar fashion on FLG's website.

I. If Client discloses FLG Member's name on Client's website (such as in an executive biography, for example), press releases, SEC filings and other public documents and media, then Client shall include in the description of FLG Member a sentence substantially the same as "[FLG Member] is also a partner at FLG Partners, a leading CFO services firm in Silicon Valley."

J. If and to the extent that a party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such party (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions of the non-performing party, then the non-performing, hindered or delayed party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues and such party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means.

K. This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts together constitute one and the same instrument.

L. This Agreement may be executed by facsimile signatures (including electronic versions of this document in Adobe Acrobat Portable Document Format form which contain scanned or secure, digitally signed signatures) by any party hereto and such signatures shall be deemed binding for all purposes hereof, without delivery of an original signature being thereafter required.

M. Survivability. The following Paragraphs shall survive the termination of this Agreement: 3 ("Relationship of the Parties"); 6 ("Disclaimers and Limitation of Liability"); 7 ("Indemnification"); 8 ("Representations and Warranties"); 9 ("Work Product License"); and 10 ("Miscellaneous").

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CONFIDENTIAL CONSULTING AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CLIENT:
Vacasa, LLC.,
a Delaware limited liability company.
By: Bruce Schuman
Signed: /s/ Bruce Schuman
Title: CFO
Address: 850 NW 13th Avenue,
Portland, OR, 097209

Tel: 1 (503) 780-1758
Email: Bruce.Schuman@vacasa.com

FLG:
FLG Partners, LLC,
a California limited liability company.
By: U. Heather Ogan
Signed: /s/ U. Heather Ogan
Title: Administrative Partner
Effective Date: February 12, 2025.

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FLG PARTNERS

CFO excellence - when experience counts

CONFIDENTIAL CONSULTING AGREEMENT

EXHIBIT A

1. Description of Services: CFO advisory services typical for a publicly held corporation, starting February 17, 2025.

2. FLG Member: William Atkins.

3. Fees: $600 per hour, up to 20 hours per week, subject to any increases as agreed to by Client and FLG Member.

4. Additional Compensation: None.

5. Deposit: $35,000. Deposit will be returned to Client pursuant to Paragraph 2.F of this Agreement.

6. Term: Indefinite, and terminable pursuant to Paragraph 4 of the Agreement.

7. Non-Disclosure Agreement: FLG-Client Mutual Non-Disclosure Agreement dated March 28, 2023 (the "NDA") terms are included by reference into the Agreement. FLG hereby expressly consents to the public disclosure of the existence of FLG's relationship with Client, by Client, provided that the terms and conditions herein shall remain confidential pursuant to the terms of the NDA.

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TRANSITION AGREEMENT

This Transition Agreement ("**Agreement**") is made by and between Bruce Schuman ("**Employee**") and Vacasa LLC (the "**Company**") (collectively referred to as the "**Parties**" or individually referred to as a "**Party**").

WHEREAS, Employee's employment with the Company will end as of the Separation Date (as defined below); and

WHEREAS, Employee and the Company want to establish the obligations of the Parties including, without limitation, all amounts due and owing to Employee.

NOW, THEREFORE, in consideration of the mutual promises made herein, the Company and Employee hereby agree as follows:

1. Separation Date. Employee's status as an employee and officer of the Company, and as an officer and/or director of each of its parents, subsidiaries and affiliates, shall end effective as of the earliest of (i) March 14, 2025 (the "**Planned Separation Date**"), (ii) the date the Company terminates Employee's employment for any reason, (iii) the date Employee voluntarily resigns Employee's employment for any reason, or (iv) the date of Employee's death (the earliest such date, the "**Separation Date**"). Employee hereby agrees to execute such further document(s) as shall be determined by the Company as necessary or desirable to give effect to the termination of Employee's status as an officer of the Company and as an officer and/or director of each of its parents, subsidiaries and affiliates as of the Separation Date.

2. Continued Employment. From the date hereof through the Separation Date (the "**Employment Period**"), Employee will remain employed at-will by the Company as its Chief Financial Officer. During the Employment Period, Employee will continue to be paid Employee's base salary at the rate in effect on the date of this Agreement, be eligible for all employee benefit plans available to senior executives of the Company and be eligible to vest into the restricted share units and performance share units of Vacasa, Inc. (the "**Equity Awards**") held by Employee in accordance with their terms. Immediately following the end of the Employment Period, all of Employee's then-unvested Equity Awards will automatically terminate without payment. All payments made to Employee during the Employment Period will be subject to required withholding taxes and authorized deductions. Employee reaffirms Employee's commitment to remain in compliance with the At-Will Employment, Confidential Information, Non-Competition, Non-Solicitation and Invention Assignment Agreement between Employee and the Company dated May 3, 2023 (the "**Confidentiality Agreement**").

The Change in Control and Retention Agreement between Employee and the Company effective as of June 1, 2023 (the "**CICR Agreement**") shall also remain in effect during the Employment Period, except that a resignation for Good Reason (as defined in the CICR Agreement) shall no

longer constitute a "Qualifying Termination" under the CICR Agreement, and the CICR Agreement is hereby deemed amended to reflect the foregoing. If the Company terminates Employee's employment without Cause (as defined in the CICR Agreement) before the Planned Separation Date, then Employee shall be eligible for the benefits set forth in the CICR Agreement, subject to the terms and conditions thereof. Employee acknowledges and agrees that a termination of Employee's employment on the Planned Separation Date in accordance with Section 1 of this Agreement shall not constitute a Qualifying Termination for purposes of the CICR Agreement. Immediately following the end of the Employment Period, the CICR Agreement shall terminate.

3. Consulting Period.

a. *Consulting Period*. If the Separation Date occurs on the Planned Separation Date, then during the period (the "**Consulting Period**") commencing on March 17, 2025 and ending on the earliest of (i) July 17, 2025, (ii) the 31st day following the Separation Date if the Release Condition (as defined below) is not satisfied on or before such date (iii) the date Employee takes any action that constitutes Cause, (iv) the date Employee voluntarily resigns from Employee's transition services, or (v) the date of Employee's death (such earliest date, the "**Consulting Period End Date**"), Employee shall serve as an independent contractor to the Company and shall provide transition services (the "**Transition Services**") on an as-requested and as-needed basis in Employee's areas of expertise and work experience and responsibility. The Transition Services shall be provided by telephone or videoconference. During the Consulting Period, Employee agrees to remain in compliance with the Confidentiality Agreement to the same extent as if Employee were an employee of the Company, except that Section 4(A) of the Confidentiality Agreement shall no longer apply to Employee as of the first day of the Consulting Period. The "**Release Condition**" will be satisfied if Employee delivers to the Company a copy of the Release Agreement substantially in the form attached hereto as Exhibit A (the "**Release**") signed on or after the Separation Date that becomes effective and irrevocable within 30 days following the Separation Date.

b. *Retainer*. During the Consulting Period, the Company shall pay to Employee, on or as soon as practicable on the last day of each calendar month, a fixed monthly retainer of $37,500.00, which shall be prorated for any partial month of service during the Consulting Period. Notwithstanding the foregoing, no portion of the retainer will be paid to Employee unless and until the Release Condition is satisfied, and if the Release Condition is not satisfied on or before the 30th day following the Separation Date, Employee will forfeit the right to all retainer payments under this Agreement.

c. *Benefits*. Employee understands and agrees that, while performing any services for the Company after the Separation Date, Employee shall be an independent contractor, and shall not be eligible to participate in or accrue benefits under any Company benefit plan for which status as an employee of the Company is a condition of such participation or accrual.

Nothing in this Section shall be deemed to diminish Employee's eligibility to elect continued healthcare coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**").

d. *Independent Contractor Status*. Employee and the Company acknowledge and agree that, during the Consulting Period, Employee shall be an independent contractor. During the Consulting Period and thereafter, Employee shall not be an agent or employee of the Company and shall not be authorized to act on behalf of the Company. Personal income and self-employment taxes for compensation received from the Company during the Consulting Period, including monthly retainers, shall be the sole responsibility of Employee. Employee agrees to indemnify and hold the Company and the other entities released herein harmless for any tax claims or penalties resulting from any failure by Employee to make required personal income and self-employment tax payments with respect to such compensation.

e. *No Competitive Activities*. Employee acknowledges and agrees that, during the Consulting Period, Employee shall not, directly or indirectly, become employed by, consult for, or otherwise provide assistance or advice to any competitor of the Company, and that any such activity by Employee shall constitute Cause and shall result in the immediate termination of this Agreement, and all of the Company's obligations and Employee's rights hereunder. For clarity, during the Consulting Period, Employee may become employed by, consult for, or otherwise provide assistance or advice to another company to the extent that such activities do not violate Employee's obligations to the Company under Sections 2 and 7 of the Confidentiality Agreement.

4. Final Paycheck: Accrued Wages and Expenses. Employee shall be entitled to the following in connection with Employee's separation from employment on the Separation Date, regardless of whether Employee executes the Release.

a. *Final Paycheck*. As soon as administratively practicable on or after the Separation Date, the Company will pay Employee all accrued but unpaid base salary earned through the Separation Date, subject to standard payroll deductions and withholdings.

b. *Business Expenses*. The Company shall reimburse Employee for all outstanding expenses incurred prior to the Separation Date which are consistent with, and subject to, the Company's policies in effect from time to time with respect to travel, entertainment and other business expenses.

5. Full Payment. Employee acknowledges that the payments and arrangements in this Agreement shall constitute full and complete satisfaction of any and all amounts properly due and owing to Employee as a result of Employee's employment with the Company and the termination thereof.

6. Costs. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with the preparation of this Agreement.

7. Authority. The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Employee represents and warrants that Employee has the capacity to act on Employee's own behalf and on behalf of all who might claim through Employee to bind them to the terms and conditions of this Agreement.

8. Right to Consult an Attorney. The Company hereby advises Employee to consult with an attorney before executing this Agreement.

9. Severability. In the event that any provision or any portion of any provision of this Agreement becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

10. Attorneys' Fees. In the event that either Party brings an action to enforce or effect its rights under this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonable attorneys' fees incurred in connection with such an action.

11. No Oral Modification. This Agreement may only be amended in a writing signed by Employee and the person signing on behalf of the Company below (or such other representative of the Company specifically authorized to agree to modifications of this Agreement).

12. Governing Law. This Agreement shall be governed by the laws of the State of Oregon, without regard for choice-of-law provisions. Employee consents to personal and exclusive jurisdiction and venue in the State of Oregon.

13. Counterparts. This Agreement may be executed in counterparts and electronically or by facsimile, and each counterpart and electronic copy or facsimile shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

14. Entire Agreement. This Agreement, together with the Confidentiality Agreement and the CICR Agreement (as amended by this Agreement), constitutes the entire agreement between Employee and the Company concerning the subject matter hereof, and supersedes and replaces any other agreements or understandings regarding the same.

15. Survival of Agreement. This Agreement shall remain in full force and effect and shall be binding upon the parties hereto and their respective successors and permitted assigns, including, without limitation, any entity resulting from a merger, consolidation, reorganization, or

acquisition, or any successor in interest by operation of law or otherwise ("Change of Control"). No Change of Control shall affect the rights or obligations of either party under this Agreement, and all terms and conditions herein shall continue to apply.

16. Voluntary Execution of Agreement. Employee understands and agrees that Employee executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party. Employee acknowledges that:

(a) Employee has read this Agreement;

(b) Employee has been represented in the preparation, negotiation, and execution of this Agreement (including, without limitation, Section 2, Section 3(a) and Section 12 of this Agreement) by legal counsel of Employee's own choice, or has elected not to retain counsel;

(c) Employee understands the terms and consequences of this Agreement and of the releases it contains;

(d) Employee is fully aware of the legal and binding effect of this Agreement; and

(e) Employee has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement.

(*signature page follows*)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

BRUCE SCHUMAN, an individual Dated: March 12, 2025

/s/ Bruce Schuman
Bruce Schuman

VACASA LLC Dated: March 11, 2025

/s/ Robert Greyber
Robert Greyber
Chief Executive Officer

Exhibit A

RELEASE AGREEMENT

This Release Agreement (this "**Agreement**") is made by Bruce Schuman ("**Employee**") in favor of Vacasa LLC (the "**Company**") and the Releasees (as defined below), effective as of the Effective Date (as defined below).

1. Release of Claims. For purposes hereof, "**Releasees**" refers to the Company and its parents, subsidiaries and affiliated partnerships and entities, including Vacasa Holdings LLC and Vacasa, Inc., their respective predecessors, successors and assigns, and each of their respective current and former officers, managers, directors, employees, agents, investors, attorneys, shareholders, administrators, benefit plans, plan administrators, insurers, trustees and divisions. In exchange for the benefits and arrangements set forth in the Transition Agreement (the "**Transition Agreement**") to which this Agreement is an exhibit, Employee, on Employee's own behalf and on behalf of Employee's respective heirs, family members, executors, agents, and assigns, hereby unconditionally, irrevocably, absolutely and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Employee may possess against any of the Releasees, related in any way to the transactions or occurrences, including acts or omissions, between Employee and any of the Releasees, to the fullest extent permitted by law, including, but not limited to, Employee's employment with the Company and the termination of Employee's employment, arising at any time up to and including the date Employee signs this Agreement, including, without limitation, claims for: violation of any written or unwritten contract, agreement, policy, plan or covenant of any kind; discrimination, harassment or retaliation on any basis; wrongful termination; personal injury; defamation; invasion of privacy; infliction of emotional distress; negligence; fraud; breach of fiduciary duty; breach of good faith and fair dealing; any other tort or violation of any public policy or common law of any jurisdiction; and violation of any foreign, federal, state, or local law, including any constitution, statute, ordinance, regulation, or order, including, but not limited to violations of Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Civil Rights Act of 1866, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Family Medical Leave Act, the Worker Adjustment and Retraining Notification, the Equal Pay Act, the Employee Retirement Income Security Act of 1974, the National Labor Relations Act and the Fair Labor Standards Act, the Oregon Family Leave Act, the Oregon Military Family Leave Act, and Chapter 659A of the Oregon Revised Statutes,; and any and all claims for attorneys' fees and costs.

2. Claims Not Released. The release of claims in Section 1 (the "**Release of Claims**") does not extend to the right to enforce the Company's obligations under the Transition Agreement. The Release of Claims does not release claims that cannot be released as a matter of law, including any Protected Activity (as defined below). The Release of Claims does not extend to any right Employee may have to unemployment compensation benefits or workers' compensation benefits.

3. Unknown Claims. Employee acknowledges that Employee is familiar with the provisions of California Civil Code Section 1542, a statute that otherwise prohibits the release of unknown claims, and that Employee, being aware of this Code section, expressly waives any rights that Employee may have thereunder, as well as under any other statute or common law principles of similar effect with respect to the claims released hereunder. California Civil Code Section 1542 provides as follows: "**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party**."

4. No Pending or Future Lawsuits. Employee represents that Employee has no lawsuits, claims, or actions pending in Employee's name, or on behalf of any other person or entity, against the Company or any of the other Releasees. Employee also represents that Employee does not intend to bring any claims on Employee's own behalf or on behalf of any other person or entity against the Company or any of the other Releasees.

5. Restrictive Covenants. Employee agrees to comply with all restrictive covenants set forth in the Confidentiality Agreement (as defined in the Transition Agreement), which shall remain in full force and effect pursuant to their terms, and which is a material condition to the arrangements set forth in Section 3 of the Transition Agreement.

6. No Admission of Liability. Employee understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims by Employee. No action taken by the Company hereto, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to Employee or to any third party.

7. No Liens. Employee warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

8. Protected Activity Not Prohibited. Employee understands that nothing in this Agreement shall in any way limit or prohibit Employee from engaging in any Protected Activity, nor require disclosure to the Company of Employee's participation or engagement in any Protected

Activity. For purposes of this Agreement, "**Protected Activity**" shall mean (a) filing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("**Government Agencies**"), including Employee's right to receive damages or other relief from any such investigation or proceeding, or (b) disclosing or discussing conduct occurring at the workplace, at work-related events coordinated by or through the Company, between employees, or between the Company and an employee (whether on or off the employment premises), that Employee reasonably believes under state, federal, or common law to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, or that is recognized as against a clear mandate of public policy. Employee understands that in connection with such Protected Activity, Employee is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, Employee shall prevent any unauthorized use or disclosure of any information that may constitute Company confidential information under the Confidentiality Agreement to any parties other than the Government Agencies. Employee further understands that "Protected Activity" does not include the disclosure of any Company attorney-client privileged communications or attorney work product. Nothing in this Agreement constitutes a waiver of any rights Employee may have under the Sarbanes-Oxley Act or Section 7 of the National Labor Relations Act. In addition, pursuant to the Defend Trade Secrets Act of 2016, Employee is notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney *solely* for the purpose of reporting or investigating a suspected violation of law, or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

9. Non-disparagement. Except as otherwise provided in Section 8 above, Employee agrees that Employee will not make any voluntary statements, written or oral, or cause or encourage others to make any such statements that defame or disparage the personal and/or business reputations, practices or conduct of the Company or any of the other Releasees. The Company agrees that it will instruct its then-current named executive officers (within the meaning of Item 402 under Regulation S-K of the Securities Act of 1933, as amended) and members of the board of directors of Vacasa, Inc. not to make any voluntary statements, written or oral, or cause or encourage others to make any such statements that defame or disparage the personal and/or business reputation, practices or conduct of Employee. The parties' obligations under this

Section shall not be construed as restricting Employee, the Company or Vacasa, Inc. (and, with respect to the Company, restricting any of the Company's employees, and, with respect to Vacasa, Inc., restricting any members of its board of directors) from making truthful statements (i) under oath in any lawsuit or other proceeding, or (ii) to the extent, and only to the extent, reasonably necessary to rebut, correct or refute any incorrect, untrue or misleading statements. Nothing in this Agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful.

10. Right to Consult an Attorney. The Company hereby advises Employee to consult with an attorney before executing this Agreement.

11. Twenty-One Days to Consider Agreement. Employee has 21 days from the date the Company initially delivered this Agreement to Employee to consider this Agreement (the "**Review Period**"), although Employee may voluntarily choose to sign this Agreement on or after the Separation Date (as defined in the Transition Agreement) and before the last day of the Review Period. The parties agree that the Review Period shall not be extended upon any material or immaterial changes to this Agreement.

12. Right of Revocation. Employee has seven days after signing this Agreement to revoke it. If Employee wishes to revoke this Agreement, Employee must deliver notice of Employee's revocation in writing, no later than 11:59 p.m. on the seventh day following the date Employee signed this Agreement to Rebecca Boyden at rebecca.boyden@vacasa.com.

13. Effective Date. If Employee timely delivers a signed copy of this Agreement to the Company on or after the Separation Date and on or before the last day of the Review Period, and does not revoke it within seven days after signing it, this Agreement will become effective and irrevocable on the eighth day after Employee signs this Agreement (the "**Effective Date**"). If Employee does not deliver a signed copy of this Agreement to the Company on or before the last day of the Review Period, or if Employee signs but then revokes this Agreement within seven days after signing it, it will be null and void in its entirety, and Employee will not be entitled to any payments set forth in Section 3 of the Transition Agreement.

14. Severability. In the event that any provision or any portion of any provision of this Agreement becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

15. Attorneys' Fees. In the event that either party brings an action to enforce or effect its rights under this Agreement or the Transition Agreement, the prevailing party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonable attorneys' fees incurred in connection with such an action.

16. No Oral Modification. This Agreement may only be amended in a writing signed by Employee and a representative of the Company specifically authorized to agree to modifications of this Agreement.

17. Governing Law. This Agreement shall be governed by the laws of the State of Oregon, without regard for choice-of-law provisions. Employee consents to personal and exclusive jurisdiction and venue in the State of Oregon.

18. Execution. This Agreement may be executed electronically or by facsimile, and each electronic copy or facsimile shall have the same force and effect as an original and shall constitute an effective, binding agreement.

19. Entire Agreement. This Agreement, together with the Transition Agreement and the Confidentiality Agreement, constitutes the entire agreement between Employee and the Company concerning the transition and separation of Employee's employment, and supersedes and replaces any other agreements or understandings regarding the same (including, without limitation, the CICR Agreement (as defined in the Transition Agreement)).

20. Voluntary Execution of Agreement. Employee understands and agrees that Employee executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Employee's claims against the Company and any of the other Releasees. Employee acknowledges that:

    (a) Employee has read this Agreement;

    (b) Employee has been represented in the preparation, negotiation, and execution of this Agreement (including without limitation, Section 5 and Section 15 of this Agreement) by legal counsel of Employee's own choice, or has elected not to retain counsel;

    (c) Employee has received payment for all salary and other wages and benefits accruing through the Separation Date, as well as payment for all reimbursable business expenses, and has vested into each equity award to the extent Employee has a right to vest into such award pursuant to its terms through the Separation Date;

    (d) Employee has received all paid or unpaid time off, accommodations, and other benefits, if any, required under applicable law during Employee's employment with the Company;

    (e) Employee understands the terms and consequences of this Agreement and of the releases it contains;

    (f) Employee is fully aware of the legal and binding effect of this Agreement; and

(g) Employee has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement.

Dated: March__, 2025

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Bruce Schuman

VACASA, INC.

INSIDER TRADING COMPLIANCE POLICY

I. PURPOSE AND SCOPE

This Insider Trading Policy (the "***Policy***") provides guidelines with respect to transactions in the securities of Vacasa, Inc. (together with its subsidiaries, the "***Company***"). Preventing insider trading is necessary to comply with securities laws and to preserve the reputation and integrity of the Company and its affiliates. "Insider trading" occurs when any person purchases or sells a security while in possession of material non-public information relating to the security in breach of a duty of trust or confidence. Insider trading is a crime, and penalties include imprisonment, disgorgement of profits, and civil or criminal fines. Insider trading is also prohibited by this Policy, and violations may result in Company-imposed sanctions, including termination of employment for cause.

This Policy applies to all officers, directors and employees of the Company, and, at the determination of the Company, additional persons with access to material nonpublic information, such as contractors or consultants (collectively, "***Company Personnel***"). Company Personnel are responsible for ensuring that such person's spouse, minor children and any other family member sharing the same household as such Company Personnel and any other company, account, trust or other entity over which such Company Personnel has control (collectively, "***Related Parties***" and, together with Company Personnel, "***Covered Persons***") comply with this Policy.

To help ensure compliance with this Policy, the Company requires that all Company Personnel review this Policy upon beginning service at the Company and acknowledge in writing their understanding of, and their agreement to comply with, this Policy. Questions regarding the Policy should be directed to stock@vacasa.com.

II. PROHIBITIONS UNDER THIS POLICY

No Covered Persons shall (a) purchase, sell, or otherwise complete a transaction in any security of the Company while in possession of material, non-public information about the Company or the security or (b) purchase, sell, or otherwise complete a transaction in any security of any other company while in possession of material, non-public information about such other company or the security that you obtained in connection with your employment by or service to the Company. The following is also prohibited under this Policy:

- Tipping: Covered Persons may not directly or indirectly communicate (or "tip") material, non-public information to anyone outside of the Company (except in accordance with the Company's policies regarding the protection or authorized external disclosure of Company information) or to anyone within the Company other than on a need-to-know basis;

- Short sales: Short sales (sales of stock that the seller does not own or a sale that is completed by delivery of borrowed stock) of the Company's securities;

- Trading in Company options: Transactions in puts, calls or other derivative securities involving the Company's equity securities, on an exchange, on or in any other organized market or on an over-the-counter market;

- Hedging transactions: Purchasing financial instruments, such as prepaid variable forward contracts, equity swaps, collars, and exchange funds, or otherwise engaging in

transactions that hedge or offset, or are designed to hedge or offset, any decrease in the market value of the Company's equity securities;

- Margin accounts/pledging as collateral: Purchasing on margin (which includes holding the Company's securities in a "margin account") and, except as otherwise pre-approved by the Board of Directors, pledging the Company's securities as collateral to secure loans; and

- Gifts: gifts of the Company's securities.

This Policy does not apply to the following "permitted transactions":

- Certain exercises and conversions of Company securities: (i) exercises of stock options or other equity awards, (ii) conversion or exchange of limited liability company units or other derivative securities that settle in shares of the Company's stock ("***Derivative Security Conversion***") or (iii) surrender of shares to, or withholding of shares by, the Company in payment of the exercise price and/or in satisfaction of any tax withholding obligations incurred with the exercise, vesting or conversion, that in each case do not involve a market sale of the Company's securities (except as specifically provided for in any 10b5-1 arrangement or equity award agreement). All other "cashless exercises" of a Company stock option or a broker-assisted sale to cover any tax withholding obligations incurred in connection with the exercise of stock options, the vesting of an equity award and/or a Derivative Security Conversion does involve a market sale of the Company's securities, and, therefore, would not qualify under this exception;

- Purchases and elections under the Company's employee stock purchase plan ("***ESPP***"): Purchases where the Company offers its securities under the ESPP and satisfaction of delivery of such purchased securities is not made through open market purchases, the election to participate in such employee stock purchase plan, changing instructions as to the level of withholding contributions used to purchase such securities, and the purchase of such securities (however, the sale of any such securities received from participating in the ESPP is not an excepted transaction); and

- Purchases and sales pursuant to a Rule 10b5-1 Trading Plan: Purchases or sales of the Company's securities made pursuant to a plan that (i) meets all of the requirements of the affirmative defense provided by Rule 10b5-1 ("***Rule 10b5-1***") under the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), (ii) was pre-cleared in advance pursuant to this Policy and (iii) has not been amended or modified in any respect after such initial pre-clearance without such amendment or modification being pre-cleared in advance pursuant to this Policy. For more information about Rule 10b5-1 trading plans, see Section V below; and

- any exception under this Policy granted by the Chief Legal Officer.

III. DEFINITIONS FOR THE PURPOSES OF THIS POLICY

*"**Insider trading**"* refers to the purchase or sale of a security while in possession of "material," "non-public" information relating to the security or its issuer, in breach of a duty of trust or confidence.

*"**Material information**"* means information likely to have a significant effect on the market price of the security (also understood to mean a substantial likelihood that a reasonable investor would consider

the information important in making an investment decision or if the fact is likely to have a significant effect on the market price of the security). Examples of information that could be material include (but are not limited to) information about:

- financial information, including corporate earnings or earnings forecasts;
- mergers, acquisitions, tender offers, joint ventures, dispositions or changes in assets;
- new products, product developments or services;
- incidents and risks with respect to cybersecurity, data protection and personally identifiable information;
- business developments, such as the acquisition or loss of a significant contract;
- developments regarding the Company's intellectual property;
- changes in control or in management;
- changes in the outside auditor or notification by the auditor that the issuer may no longer rely on an auditor's report;
- events regarding the issuer's securities, for example, defaults on senior securities, calls of securities for redemption, repurchase plans, stock splits or changes in dividends, changes to the rights of security holders and public or private sales of additional securities;
- defaults on borrowings;
- bankruptcies or receiverships; and
- litigation or regulatory actions.

*"**Non-public**"* means not broadly disseminated to the general public by the Company or its authorized representatives such that investors have been able to factor the information into the market price of the security.

The circulation of rumors, even if accurate and reported in the media, does not constitute effective public dissemination. After a public announcement, a reasonable period of time must lapse in order for the market to react to the information. Under this Policy, Covered Persons must allow two full trading days following publication before trading in Company securities. For the purposes of this Policy, a "trading day" is a day on which national stock exchanges are open for trading. If, for example, the Company were to make an announcement on a Monday prior to 9:30 a.m. Eastern time, the information would be deemed public after the close of trading on Tuesday. If an announcement were made on a Monday after 9:30 a.m. Eastern time, the information would be deemed public after the close of trading on Wednesday.

*"**Purchase**"* and *"**sale**"* are defined broadly under the federal securities law. *"Purchase"* includes not only the actual purchase of a security, but any contract to purchase or otherwise acquire a security. *"Sale"* includes not only the actual sale of a security, but any contract to sell or otherwise dispose of a security. These definitions extend to a broad range of transactions, including conventional cash-for-stock transactions, conversions, the exercise of stock options, and acquisitions and exercises of warrants or puts, calls or other derivative securities.

*"**Securities**"* include stocks, bonds, notes, debentures, options, warrants and other convertible securities, as well as derivative instruments.

To understand how these terms apply to specific circumstances, or for any other questions about this Policy, contact stock@vacasa.com.

As a good general rule of thumb, when in doubt, do not trade.

IV. ADDITIONAL RESTRICTIONS

A. Regular Quarterly Blackout Periods

Except for purchases and sales made pursuant to the permitted transactions described in Section II, no officer, director or other Company Personnel designated from time to time by the Chief Executive Officer, the Chief Financial Officer or the Chief Legal Officer as being subject to quarterly blackout periods, as well as such officers', directors' and other Company Personnel's Related Parties (each, a "***Designated Person***"), may purchase, sell or otherwise complete a transaction in any security of the Company during the period beginning at 11:59 p.m., Eastern time, on the 15th calendar day of the last month of any fiscal quarter of the Company and ending upon the completion of the second full trading day after (i) the publication of the Company's earnings release for such fiscal quarter or (ii) the filing of the Company's next annual report on Form 10-K or quarterly report on Form 10-Q, as applicable, with the Securities and Exchange Commission ("***SEC***"), whichever event occurs latest. Therefore, based on the Company's current fiscal year end date of December 31, the quarterly blackout periods will begin at 11:59 p.m. Eastern time on each of the following dates: March 15th, June 15th, September 15th, and December 15th.

Exceptions to the blackout period policy may be approved only by the Company's Chief Legal Officer (or, in the case of an exception for the Chief Legal Officer or the Chief Legal Officer's Related Parties, the Chief Financial Officer, or, in the case of exceptions for directors or a director's Related Parties, the Chief Legal Officer).

B. Special Blackout Periods

From time to time, the Company's Chief Executive Officer, the Chief Financial Officer or the Chief Legal Officer may require that some or all Company Personnel (and their Related Parties) suspend trading in the Company's securities because of developments that have not yet been disclosed to the public. Subject to the exceptions noted above, all of those affected may not trade in the Company's securities while the suspension is in effect, and may not disclose to others that the Company has suspended trading.

C. Pre-Clearance Requirements

To assist in preventing inadvertent violations of applicable securities laws, and to avoid the appearance of impropriety in connection with the purchase and sale of the Company's securities, all transactions in the Company's securities (including, without limitation, acquisitions and dispositions of Company stock, the exercise of stock options and the sale of Company stock issued upon exercise of stock options) by officers, directors and such other Company Personnel designated from time to time by the Chief Executive Officer, the Chief Financial Officer or the Chief Legal Officer, as well as such officers', directors' and other Company Personnel's Related Parties (each, a "***Pre-Clearance Person***"), must be pre-cleared by the Chief Legal Officer or Chief Legal Officer's designee (or by the Chief Executive Officer of Chief Financial Officer in the case of a transaction by the Chief Legal Officer or the Chief Legal Officer's Related Parties). Pre-clearance does not relieve anyone of their responsibility to

comply with SEC and other applicable rules, including the prohibition against insider trading.

A request for pre-clearance must:

- be made in writing, during an open trading window (outside of any blackout period);
- be made while the requester is not in possession of any material non-public information;
- be submitted, (i) for sales of shares acquired upon exercise or vesting of equity awards or pursuant to the ESPP, via the Morgan Stanley Shareworks platform ("***Shareworks***") or (ii) for all other transactions, in the form provided by the Corporate Legal Team;
- be made at least two (2) business days in advance of the proposed transaction; and
- include the (i) identity of the Pre-Clearance Person, (ii) the type of proposed transaction (for example, an open market purchase, a privately negotiated sale, an option exercise, etc.), (iii) the proposed date of the transaction and (iv) the number and type of securities to be involved.

All cleared trades must be effected within five (5) business days after pre-clearance unless a specific exception has been granted by the Chief Legal Officer (or the Chief Executive Officer or Financial Officer, in the case of the Chief Legal Officer or the Chief Legal Officer's Related Parties). Any cleared trade (or portion thereof) not been effected during such five business day period must be pre-cleared again prior to execution. Notwithstanding receipt of pre-clearance, if a Pre-Clearance Person becomes aware of material, non-public information or becomes subject to a blackout period before the transaction is effected, the transaction may not be completed. The Chief Legal Officer or his/her designee (or the Chief Executive Officer of Chief Financial Officer in the case of a transaction by the Chief Legal Officer or the Chief Legal Officer's Related Parties) shall have sole discretion to decide whether to clear any contemplated transaction. To receive a form for preclearance, send an email to stock@vacasa.com.

D. Post-Termination Transactions

If any Company Personnel are in possession of material, non-public information when their service with the Company terminates, no such individual or their Related Parties may trade in the Company's securities until that information has become public or is no longer material. If a Designated Person's employment terminates during a Regular Blackout Period, that individual may not trade in the Company's securities until, at the earliest, the completion of the second full trading day after (i) the publication of the Company's earnings release for such fiscal quarter or (ii) the filing of the Company's next annual report on Form 10-K or quarterly report on Form 10-Q, as applicable, with the SEC, whichever event occurs latest. Nothing in this section shall release a terminated individual subject to a special blackout period from such trading blackout prior to the termination of such special blackout period.

E. Confidentiality Guidelines

Access to Company confidential information, including material, non-public information about the Company, such as the Company's business, earnings or prospects, should be limited to Company Personnel on a need-to-know basis only. Such information may not be communicated to anyone outside the Company except in accordance with the Company's policies regarding the protection or authorized external disclosure of Company information, and on a need-to-know basis only.

In communicating material, non-public information to other Company Personnel, care must be taken to emphasize the need for confidential treatment of such information and adherence to the

Company's policies with regard to confidential information, including this Policy and the Company's Code of Business Conduct and Ethics and Confidentiality Policy.

V. RULE 10B5-1 TRADING PLANS

A. Requirements and Guidelines

Purchases or sales of the Company's securities made pursuant to a plan that meets the requirements of Rule 10b5-1 and those set forth below (a "***Trading Plan***") should benefit from an affirmative defense to insider trading liability and will be exempt from the trading restrictions set forth above. Any such Trading Plan must:

- be submitted to and pre-approved by the Company's Chief Executive Officer, Chief Financial Officer or Chief Legal Officer, who may impose such conditions on the implementation and operation of the Trading Plan as such officer deems necessary or advisable;
- for directors and officers (as defined in Rule 16a-1(f) of the Exchange Act) of the Company (collectively, "***Section 16 Insiders***"), include a representation that:
    - the Covered Person is not aware of any material non-public information about the Company or its Securities; and
    - they are adopting the plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5;
- be adopted outside of any trading blackout period;
- for Section 16 Insiders, not take effect (i.e. trades under the Trading Plan may not start) for a period (the "***Cooling Off Period***") of the later of (i) 90 days after the date the Trading Plan was adopted (or amended) or (ii) two business days after filing the quarterly report on Form 10-Q or the annual report on Form 10-K for the fiscal quarter in which the Trading Plan was adopted (or amended);
- for all Company Personnel other than Section 16 Insiders, not take effect for a Cooling Off Period of 30 days after the date the Trading Plan was adopted (or amended); and
-
- meet the additional requirements of Rule 10b5-1, including that the Trading Plan must:
    - be a binding contract, irrevocable instruction or written plan for trading entered into in good faith, without intent to circumvent insider trading laws;
    - be adopted when the insider is not aware of material non-public information; and
- (i) specify the amount of securities, price, and dates of purchases or sales, (ii) include a fixed number or algorithm for determining these details or (iii) prohibit the insider from influencing trades once the Trading Plan is active.

Additional Guidelines:

- Any modification to the amount, price or timing is treated as a termination of the Trading Plan and adoption of a new Trading Plan (and subject to the applicable Cooling Off Period noted above).
- An individual may not adopt more than one overlapping Trading Plan at a time, except under the limited circumstances permitted by Rule 10b5-1 and subject to pre-approval by the Company's Chief Executive Officer, Chief Financial Officer or Chief Legal Officer.
- Although non-discretionary Trading Plans are preferred, discretionary Trading Plans, where the discretion or control over trading is transferred to a broker, are permitted, but in no event may you consult with your broker regarding executing transactions, or otherwise disclose information to your broker concerning the Company that might influence the execution of transactions under your Trading Plan.
- Transactions effected under a Trading Plan will not require further pre-clearance at the time of the trade.
- Trades pursuant to a Trading Plan generally may occur at any time.
- The individual must not enter into a corresponding or hedging transaction for transactions made under any Trading Plan, but otherwise additional trades outside of the Trading Plan are allowed as long as in compliance with this Policy.
- The transactions prohibited under Section II of this Policy, including, among others, short sales and hedging transactions, may not be carried out through a Trading Plan.

The Company reserves the right from time to time to suspend, discontinue or otherwise prohibit any transaction in the Company's securities, including under a Trading Plan, if the Company's Chief Executive Officer, Chief Financial Officer or Chief Legal Officer determines that such suspension, discontinuation or other prohibition is in the best interests of the Company. Any Trading Plan submitted for approval hereunder should explicitly acknowledge the Company's right to prohibit transactions in the Company's securities. Failure to discontinue purchases and sales as directed shall constitute a violation of the terms of this Section V and result in a loss of the exemption set forth herein.

Compliance of the Trading Plan with the conditions of Rule 10b5-1 and the execution of transactions pursuant to the Trading Plan are the sole responsibility of the person initiating the Trading Plan, not the Company or any Company officers or employees.

B. Revocation of and Amendments to Trading Plans

Amendments, suspensions, and terminations of Trading Plans will be viewed in hindsight and could call into question whether the Trading Plan was entered into in good faith. As a result, you should enter into a Trading Plan on the assumption that you will not be able to change it. Any amendments, suspensions and terminations of Trading Plans will require pre-approval of the Company's Chief Executive Officer, Chief Financial Officer or Chief Legal Officer.

A person acting in good faith may only amend or revoke a prior Trading Plan outside of a blackout period and at a time when the Trading Plan participant does not possess material, non-public information. Plan amendments and revocations are subject to the applicable Cooling-Off Period noted above.

Under certain circumstances, a Trading Plan *must* be revoked. This may include circumstances such as the announcement of a merger or the occurrence of an event that would cause the transaction either to violate the law or to have an adverse effect on the Company. The Company's Chief Executive Officer, Chief Financial Officer or Chief Legal Officer or administrator of the Company's stock plans is authorized to notify the broker in such circumstances, thereby insulating the insider in the event of revocation.

C. Reporting Requirements

Although transactions effected under a Trading Plan will not require further pre-clearance at the time of the trade, any transaction (including the quantity and price) made pursuant to a Trading Plan of a Section 16 Insider must be reported to the Company promptly on the day of each trade to permit the Company's filing coordinator to assist in the preparation and filing of a required Form 4. However, the ultimate responsibility, and liability, for timely filing remains with the Section 16 Insider.

The Company is required to disclose in its periodic reports on a quarterly basis whether any Section 16 Insider has adopted, modified or terminated a Trading Plan and describe the material terms of such Trading Plan, including the name of such director or officer and the aggregate amount of securities subject to such plan.

D. Cashless Option Exercises in Trading Plans

If a broker is executing a cashless option exercise in accordance with a Trading Plan, then the Company must have exercise forms attached to the Trading Plan that are signed, undated and with the number of shares to be exercised left blank. Once a broker determines to exercise the option and dispose of the shares in accordance with the Trading Plan, the broker will notify the Company in writing and the administrator of the Company's stock plans will fill in the number of shares and the date of exercise on the previously signed exercise form. The insider should not be involved with this part of the exercise.

VI. PERSONAL RESPONSIBILITY FOR COMPLIANCE WITH THIS POLICY

Compliance with this Policy is not an assurance that an insider trading violation will not be found to have occurred. This Policy is only designed to reduce the risk that such violation will be found to have occurred. Covered Persons should remember that the ultimate responsibility for adhering to this Policy and avoiding improper trading rests exclusively with each such Covered Persons and that preclearance of trades and, if applicable, of Trading Plans does not reduce the obligations imposed on such Covered Persons by applicable laws. Pre-clearance approval will not constitute legal advice that a proposed transaction complies with applicable law. None of the Company, the Chief Legal Officer or other Company Personnel will have any liability for any delay in reviewing, or refusal of, a Trading Plan submitted pursuant to Section V or a request for pre-clearance submitted pursuant to Section IV of this Policy, or as a result of implementing or terminating (or not terminating) a trading blackout period. Notwithstanding any review of a Trading Plan pursuant to this Section VI or pre-clearance of a transaction pursuant to Section IV of this Policy, none of the Company, the Chief Executive Officer, Chief Financial Officer, the Chief Legal Officer, the Company's other employees or any other person assumes any liability for the legality or consequences of such Trading Plan or transaction to the person engaging in or adopting such Trading Plan or transaction. The Company reserves the right to amend, supplement or discontinue this Policy and the matters addressed herein, without prior notice, at any time.

* * * * *

Exhibit 21.1

Name	State or Other Jurisdiction of Incorporation or Organization
Vacasa Holdings LLC	Delaware
V-Revolver Sub LLC	Delaware
TurnKey Vacation Rentals, LLC	Delaware
Vacasa LLC	Delaware
Vacasa Alabama LLC	Alabama
Vacasa Arizona LLC	Arizona
Vacasa Delaware LLC	Delaware
Vacasa Florida LLC	Florida
Vacasa Illinois LLC	Illinois
Vacasa Louisiana L.L.C.	Louisiana
Vacasa of Arkansas LLC	Arkansas
Vacasa Michigan LLC	Michigan
Vacasa Minnesota LLC	Minnesota
Vacasa Missouri LLC	Missouri
Vacasa Nevada LLC	Nevada
Vacasa North Carolina LLC	North Carolina
Vacasa New Hampshire LLC	New Hampshire
Vacasa New Mexico LLC	New Mexico
Vacasa New Jersey LLC	New Jersey
Vacasa New York LLC	New York
Vacasa Ohio LLC	Ohio
Vacasa Pennsylvania LLC	Pennsylvania
Vacasa Real Estate LLC	Delaware
Vacasa Rhode Island LLC	Rhode Island
Vacasa South Carolina LLC	South Carolina
Vacasa Tennessee LLC	Tennessee
Vacasa Vacation Rentals of Hawaii LLC	Hawaii
Vacasa Vacation Rentals of Montana LLC	Montana
Vacasa Virginia LLC	Virginia
Vacasa Wisconsin LLC	Wisconsin
Vacasa Wyoming LLC	Wyoming
Vacasa Association Management Solutions LLC	Oregon
Vacasa Association Management Solutions - Florida LLC	Florida
Vacasa Association Management Solutions - Mountain States LLC	Colorado
Vacasa del Pacífico Central de Costa Rica Limitada	Costa Rica
Vacasa Chile SpA	Chile
Vacasa Belize Ltd.	Belize
Vacasa Cascade LLC	Oregon
Vacasa Americas LLC	Oregon
Vacasa Vacation Rentals of Mexico S. de R.L. de C.V.	Mexico
Vacasa Canada ULC	British Columbia

Vacasa Real Estate Corporation	Delaware
Vacasa Seasonals Inc.	Delaware
ResortQuest Colorado, LLC	Delaware
ResortQuest Real Estate of Florida, LLC	Florida
ResortQuest Northwest Florida, LLC	Florida
Tops'l Club of NW Florida, LLC	Florida
Abbott & Andrews Realty, LLC	Florida
W - Acq. Vacation Rentals North America, LLC	Delaware
W - Acq. HQ, LLC	Delaware
Vacation Palm Springs Real Estate, Inc.	California
W - Acq. South Carolina, LLC	Delaware
W - Acq. Central Florida, LLC	Delaware
Atlantic Breeze Ocean Resort, LLC	South Carolina
GSH NC Resort Management, LLC	Virginia
Vacasa Real Estate Referrals LLC	Florida
W - Acq. Colorado, LLC	Delaware
Bay Watch, LLC	South Carolina
Hatteras Realty, LLC	North Carolina
Vacasa Colorado LLC	Colorado
W - Acq. Vacation Rentals HHI, LLC	Delaware
Camelot Ventures, LLC	South Carolina
Carolinian, LLC	South Carolina
Harbourgate Resort, LLC	South Carolina
The Tops'l Group, LLC	Florida
Patricia Grand Resort, LLC	South Carolina
Oreo Canadian Acquisition Parent, LLC	Delaware
Oreo Canadian Acquisition Subco Ltd.	British Columbia
Vacasa South Dakota LLC	South Dakota
ResortQuest Whistler Property Management, Inc.	British Columbia
Vacasa Employee Holdings LLC	Delaware
Vacation Rental Referrals LLC	Delaware
LJ Florida Property Services, LLC	Florida
Vacasa Oregon LLC	Delaware
RSP Solutions LLC	Delaware
Vacasa Prague s.r.o.	Czech Republic
Vacasa Referrals LLC	Delaware

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the registration statement (No. 333-281875) on Form S-3 and the registration statements (No. 333-279681, No. 333-272150, and No. 333-261693) on Form S-8 of our report dated March 13, 2025, with respect to the consolidated financial statements of Vacasa, Inc.

/s/ KPMG LLP

Seattle, Washington
March 13, 2025

Exhibit 31.1

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Robert Greyber, certify that:

1. I have reviewed this Annual Report on Form 10-K for the fiscal year ended December 31, 2024 of Vacasa, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 13, 2025

By: /s/ Robert Greyber

Robert Greyber

Chief Executive Officer

(principal executive officer)

Exhibit 31.2

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Bruce Schuman, certify that:

1. I have reviewed this Annual Report on Form 10-K for the fiscal year ended December 31, 2024 of Vacasa, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 13, 2025

By: /s/ Bruce Schuman

Bruce Schuman

Chief Financial Officer

(principal financial officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Vacasa, Inc. (the "Company") on Form 10-K for the fiscal year ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: March 13, 2025

By: /s/ Robert Greyber

Robert Greyber
Chief Executive Officer
(principal executive officer)

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Vacasa, Inc. (the "Company") on Form 10-K for the fiscal year ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: March 13, 2025

By: /s/ Bruce Schuman
Bruce Schuman
Chief Financial Officer
(principal financial officer)