



RENTAL AGREEMENT

OWNER NAME: _____ PHONE# _____

ADDRESS: _____ EMAIL: _____

SOCIAL SECURITY #: _____ (Mandatory to execute contract)

PLEASE COMPLETE BOX #1 or #2

BOX #1

WK# _____ UNIT# _____ YEAR: 20 _____

I WOULD LIKE TO PLACE MY ENTIRE WEEK UP FOR RENT

OR

BOX #2

WK# _____ UNIT# _____ YEAR: 20 _____

PLEASE PLACE ONLY PART OF MY WEEK UP FOR RENT.
PLEASE CIRCLE WHICH DAYS OF THE WEEK YOU WOULD LIKE
RELEASED INTO THE RENTAL POOL

FRI SAT SUN MON TUES WED THUR

The undersigned owner ("Owner") of the above described Vacation Ownership ("VO") hereby authorizes the owners association's managing agent, Water's Edge, to rent such VO on my behalf upon the following terms and conditions:

TERMS AND CONDITIONS

1. **TERMS.** This Agreement must be completed and submitted to Water's Edge each and every year the owner wishes to rent out the VO.
2. **PURPOSE.** This Agreement shall govern the rights and obligations of the parties with respect to the rental owner's VO during any year that the owner desires to participate in the Water's Edge rental program and so notifies the Resort in writing. Owner's request for rental assistance will be accepted up to one (1) year in advance of rental dates.
3. **EXCLUSIVE AGENCY.** Owner shall retain the right during any year to select any rental agent. However, in the event Owner has executed this agreement and has selected the Water's Edge rental program during any year, Owner shall thereby forfeit the right during such year to concurrently employ another rental agent or to commit the VO to an exchange organization.
4. **RESERVATION SYSTEM.**
 - A. **"Float"** — Resorts employing the float reservation system require that the Owner must have a CONFIRMED reservation prior to participating in the rental program.
 - B. **"Fixed"** — Resorts employing the fixed reservation system require that the Owner advise resort management of the intent to rent Owner's VO well in advance of occupancy date. Please confirm your intent with resort management as early as possible.
 - C. A "Float" Owner's VO is not confirmed for a specific unit. The confirmed unit number is for inventory and identification purposes only. Water's Edge specifically reserves the right to rent its units first, before any Owner's VO, and reserves the right to change "assigned" unit numbers at any time before or during the week.
- * 5. **DEDUCTIONS FROM RENTAL PROCEEDS.**
 - A. **Cleaning and Surcharge** for Split-week Rentals. In the event that the VO is rented in increments of less than the entire week, an additional cleaning fee for each day that the unit is occupied will be deducted from the VO rental revenue with a minimum of \$25 per day and a maximum of \$150 total
 - B. **Administrative Fee.** Owner hereby expressly authorizes Water's Edge to deduct thirty-five percent (35%) of gross rents as an administrative fee payable to Water's Edge.
 - C. **Credit Card Deductions.** If the renter pays with a credit card, 3% of the room revenue and tax will be deducted from rental revenue.
- * 6. **NON-GUARANTEED RENTAL.** Owner acknowledges that Water's Edge can neither guarantee that the Owner's VO will be rented, in whole or part, nor rented at an established rate. Water's Edge agrees to use best efforts to rent the entire VO at the best possible rate, but reserves the right to rent less than the entire VO and to quote rates less than projected rates. **THE WATER'S EDGE DECISION AS TO THE NUMBER OF DAYS RENTED AND THE BEST POSSIBLE RATE FOR ALL PURPOSES OF THIS AGREEMENT SHALL BE IN ITS SOLE DISCRETION AND FINAL.**
7. **SALE AND TRANSFER OF VO.** In the event that the VO is sold, Owner agrees that sale shall be made subject to any and all pending rental reservation(s) under this agreement and Owner shall immediately notify Resort of said sale.
8. **ACCOUNTING.** All accounting required under this Agreement will be completed within sixty (60) days of the last day of the VO. A statement will be mailed out in the allotted timeframe. Please do not call looking for the status unless the 60 days has passed.
9. **TERMINATION.** Once submitted to the Resort, this contract cannot be terminated by the VO. All information regarding the rental, prior to the conclusion of the week, is confidential and no information will be released to the owner regarding the status of the rental. Unused portions of the week cannot be occupied by the Owner.
10. **NOTIFICATION OF NON-RENTAL**
Unit Numbers are not assigned to reservations in advance. Because of this, Water's Edge is not able to notify VO in advance of either rental or non-rental. VO cannot use any portion of the week that is not rented unless it is established prior to submitting the contract.
11. **BEST EFFORTS.** Water's Edge agrees to use every reasonable effort to rent Owner's VO. Owner agrees to indemnify and hold the Association, its Board of Directors and employees, and the resort developer, its officers and employees harmless against and from any and all claims, demands, and liabilities which may arise in connection with the rental of the Owner's VO. Owner specifically relieves Water's Edge from any liability in connection with non-rental of Owner's VO.
12. **LOSS OF RENTAL RIGHTS.** As a VO you are required to respect the privacy and quiet enjoyment of our guests. A VO may not contact their unit to inquire about the status of their rental. By signing this agreement you hereby agree that any VO who breaches this policy is subject to forfeiture of any rental income.

SIGNATURE: _____

DATE: _____

RETURN WHITE COPY AND RETAIN YELLOW COPY FOR YOUR FILES

WE 1009B REV. 10/18