

THIS TIMESHARE RENTAL AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

OWNER \_\_\_\_\_ SOCIAL SECURITY NO. \_\_\_\_\_

CO-OWNER \_\_\_\_\_ SOCIAL SECURITY NO. \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

STATE \_\_\_\_\_ COUNTRY \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

ZIP CODE \_\_\_\_\_ HOME PHONE \_\_\_\_\_ WORK P HONE \_\_\_\_\_

(hereinafter referred to as the "Owner(s)" and CUNNINGHAM PROPERTY MANAGEMENT CORP., a Florida corporation, a licensed real estate broker, whose address is 1030 Seaside Drive, Sarasota, Florida 34242 (hereinafter referred to as the "Agent").

1. In consideration of the efforts and services of the Agent, Owner(s) hereby grant Agent the exclusive right for a period of one (1) year, commencing on the date first set forth above, to rent the above Unit Week(s), which are owned by the Owner(s). Each Unit Week shall be rented at the best available rate and number of days as determined by the Agent in its sole discretion, pursuant to the instructions in Paragraph 4 below.

2. Neither the Agent nor any person acting by, through, or under the Agent shall make any use whatsoever of the Unit Week(s) except pursuant to a fully executed rental agreement without the prior written consent of the Owner(s).

3. Owner(s) agree to pay the Agent(s) the commission based on the gross rental amount received for each rental period. Sales and resort tax, shall be paid by the renter and shall not be used in the determination of any commission or compensation. The commission is earned only if a rental is secured. The Owner(s) shall be responsible for any fees resulting from the acceptance of credit cards and for any other bank charges incurred by the Agent resulting from this Agreement. Agent is authorized to deduct the commission and applicable expenses from the rent collected; and in the event there are outstanding maintenance fee assessments due to the Association, to apply all or any part of the rental proceeds to such outstanding assessments. Payments to the Owner(s) will be mailed no later than forty-five (45) days following the departure of the renter. THE AGENT IS NOT RESPONSIBLE FOR UNCOLLECTED FUNDS. There is no fee or expense for listing the Unit. To include your unit with the largest national and international agents Expedia and Travelocity, agent strongly recommends owner agree to clauses 3a. and 4.

A) Owner agrees to allow Cunningham to use a third party to assist in securing a renter. Maximum commission is 50% if that agent is successful, or 30% if Cunningham is successful.

YES \_\_\_\_\_ NO \_\_\_\_\_  
YES \_\_\_\_\_ NO \_\_\_\_\_

B) Owner only wants Cunningham to attempt to rent their unit. Commission 30%

It may be helpful if the Owner(s) agree to rent for less than the full week. Please indicate below:

4. Owner(s) are willing to accept less than a full week stay by a renter in the Unit Week(s). YES \_\_\_\_\_ NO \_\_\_\_\_

If two separate reservations are secured for different days during the same Unit Week, an additional housekeeping charge will be incurred.

Agent will use its best efforts to obtain the best possible rate and will negotiate rate if necessary.

5. Agent will not be responsible for any reservation cancellation. Any forfeited deposits, will be distributed to the Owner(s) and the Agent per the agreed upon commission schedule.

6. No rental effort will be undertaken without receipt of a completed and fully executed Timeshare Rental Agreement.

7. Reservations will be allocated by the Agent according to the order in which completed Agreements are received, subject to the renter's desires.

8. If the Owner(s) wishes to use any of the Unit Week(s) after this Agreement is signed, the Owner(s) must inform Agent in writing of the cancellation of this Agreement as to such Unit Weeks provided, however, any such cancellation will be effective only if there is NO confirmed reservation for those Unit Weeks. It is the sole responsibility of the Owner(s) to verify the status of any rental of the Unit Week(s) by contacting the Agent. Agent cannot accept responsibility for keeping all owners informed of the rental status of their unit weeks.

9. Owner(s) acknowledge and agree that any loss or damage to the Unit, the common elements of the Condominium, or the Owner(s) property during the rental period is the responsibility of the Owner(s). The Agent will collect a damage deposit from the renter.

10. There are no other agreements, promises or understandings either expressed or implied between the Owner(s) and the Agent regarding rental of the Unit Week(s) other than specifically set forth herein, and there can be no alterations of or changes to this Agreement except in writing and signed by the Owner(s) and the Agent. In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

11. Owner(s) hereby acknowledge receipt of a copy of this Agreement. The Owner(s) agree to refer to the Agent all inquires received concerning rental of the Unit Week(s). This listing is taken and this Agreement shall be performed in full compliance with federal, state and local fair housing laws without regard to race, color, religion, age, sex, country or origin or handicap. Agent shall maintain records of all rentals and the income received at the Agent's main office in Sarasota, Florida. The Agent shall be responsible for compliance with all applicable regulations and rules concerning rentals.

12. There are no existing judgments or pending litigation against the Agent resulting from or alleging a violation by the Agent of Chapters 475, 498, 718 or 721, Florida Statutes, or alleging consumer fraud on the part of the Agent.

**THERE IS NO GUARANTEE THAT ALL OR ANY PORTION OF THE OWNER(S) UNIT WEEK(S) WILL BE RENTED AT ANY PARTICULAR PRICE OR WITHIN ANY PARTICULAR PERIOD OF TIME.**

IN WITNESS WHEREOF, the parties hereto have executed this Timeshare Rental Agreement on the date first set forth above.

SIGNATURES:

DATE: \_\_\_\_\_

OWNER \_\_\_\_\_

CO-OWNER \_\_\_\_\_

AGENT, by: \_\_\_\_\_

DATE: \_\_\_\_\_