

Caribbean Beach Club Rental Agreement

Unit(s) / Week(s) / Year(s) Assigned: _____ Today's Date: _____

I (we): _____ (Owner name as appears on deed / contract)

hereby appoint Caribbean Beach Club as Agent to rent my (our) owned unit(s) at the best rate available in Caribbean Beach Club's sole judgment.

NOW THEREFORE, it is agreed by and between Owner and Agent:

1. The Agent shall act on owner's behalf to rent the week or partial week specified at rates determined by the Management Company. Caribbean Beach Club reserves the right to discount the suggested rental rates according to demand.
2. It is understood and agreed by both parties that Caribbean Beach Club does not guarantee the rate of rent charged nor the ability to rent said unit(s).
3. Owner agrees to inform Caribbean Beach Club in writing of any change of plans concerning said rental at least 30 days prior to the unit(s)' use period. If unit has already been rented when such a change is requested, every effort will be made to move the rental reservation to another available rental unit; however, this cannot be guaranteed.
4. Owner should call the resort 2 weeks prior to rental to determine status of unit. If the unit has not been rented at this time you may decide to use, exchange or leave it in the rental program.
5. A **25%** rental fee will be charged by Caribbean Beach Club if the unit is successfully rented. Prior to distribution, gross rental proceeds obtained for rental of the property will be reduced by any applicable cost or charges, including any third-party commissions such as travel agent, wholesale or internet booking commissions.
6. Caribbean Beach Club will deduct a maid service fee for each second or subsequent rental in the same use period.
7. Owner placing said week in Agent's rental pool in no way relieves owner of responsibility for paying maintenance fees. All fees and/or outstanding charges must be paid prior to placing the unit in the rental pool.
8. Caribbean Beach Club will deduct a 4% fee when a credit card is used for payment of rental. This fee will offset charges incurred to the Homeowners Association for use of the merchant account.
9. A deposit will be required from the renter to guarantee their reservation. The balance of rent will be collected upon arrival. Owner proceeds will be disbursed on or about the 20th of the month following the month of rental.
10. If the renter decides to cancel, he may do so no later than 14 days prior to arrival. The renter will receive a refund of deposit, less \$25.00 which Caribbean Beach Club will charge as a processing fee.
11. If the renter decides to cancel after the 14th day deadline, the deposit will not be refunded. Caribbean Beach Club will remit the deposit, less associated fees, to the owner. The unit will also be placed back into the rental pool.
12. Caribbean Beach Club reserves the right to transfer a renter to another unit in case of an emergency with the rental unit or unexpected substantial unsuitability of the unit for the renter.
13. Owner acknowledges that Caribbean Beach Club is the exclusive rental agent for the week(s) and unit(s) listed above.

I (we) have read the procedures on this form and agree to the renting of my (our) unit(s) in accordance with those conditions.

Owner Signature: _____

Street Address: _____

City, State, Zip: _____

Telephone(s): _____

E-mail Address: _____

Social Security # for 1099-MISC (required): _____

Return completed agreement **along with completed IRS Form W-9** to:

Caribbean Beach Club
7600 Estero Boulevard
Ft Myers Beach, FL 33931

Fax 239-463-9579
cbc@tricommanagement.com

Keep a copy for your files!

Incomplete forms will delay the rental listing process.