

RENTAL PROGRAM LISTING AGREEMENT

SEA SHELL VACATION RENTALS, INC.

THIS RENTAL PROGRAM LISTING AGREEMENT (herein, "**AGREEMENT**") is made and effective this ____ day of _____, 201__ by and between Sea Shell Vacation Rentals, Inc., a Florida for-profit corporation (herein, "**AGENT**") located at 6500 Midnight Pass Rd., Sarasota, Florida 34242 and the Unit Owner(s) (herein, "**OWNER**" or "**OWNERS**") of Unit #_____ of Sea Shell, a Condominium, located at 6500 Midnight Pass Rd. Sarasota, Fl. 34242.

IN CONSIDERATION of the mutual covenants hereinafter undertaken, OWNER agrees to make available for rental and AGENT agrees to offer for rental the following real property: Unit _____, Sea Shell, a Condominium, per Declaration of Condominium thereof as recorded in Official Records Book 1093, Page 0705, *et seq.*, of the Public Records of Sarasota County, Florida, as amended (herein, "**UNIT**").

SECTION 1: NATURE OF AGREEMENT:

- A. OWNER appoints AGENT as the sole and exclusive managing and renting agent of the UNIT on the terms set forth herein with the exception of reservations made by OWNER and AGENT hereby accepts such appointment.
- B. OWNER is responsible for maintaining the UNIT in a manner acceptable to AGENT for attracting tenants. AGENT shall have full authority to set the rental rate structure for the AGENT'S "Rental Program" including the specific terms and rate for rental of the UNIT. During the term of this AGREEMENT, and any extension thereof, OWNER agrees not to enroll the UNIT in any other rental program administered by others. All inquiries regarding the lease or rental of the UNIT shall be referred to AGENT unless it is an OWNER-PLACED rental as described herein.

SECTION 2: AGENT DUTIES AND RESPONSIBILITIES:

- A. AGENT shall actively seek to locate and secure tenants for the UNIT, including the taking of telephone, internet and in-person reservations and by advertisements with both written and digital media which AGENT, in its sole discretion, shall determine appropriate. AGENT will maintain and administer a rental office convenient to tenants for assistance and the collection of rents. AGENT will develop and maintain an internet user site displaying appropriate photos that will promote the UNIT in a professional manner that encourages rental inquiries. OWNER understands and agrees that AGENT does not guarantee any level of rentals or income. AGENT will collect the rent due from tenant(s) and remit the net rent due to OWNER as provided herein, on a monthly basis, as determined appropriate. AGENT will deduct from the rental proceeds any and all sums due the AGENT under this AGREEMENT and any delinquent assessments, accrued interest, late fees, costs and attorney's fees prior to remitting the balance to OWNER. AGENT shall not be liable to OWNER for any insufficient checks or stop-payment checks.
- B. OWNER provides AGENT full authority to accommodate or compensate up to the full amount paid by tenant, in the interest of customer relations, for reservations procured by AGENT. In the event the reservation is booked by the OWNER, the AGENT will refer tenant concerns to the OWNER or provide compensation with permission of OWNER.
- C. AGENT will execute all rental agreements, renewals or extensions of agreements for the rental, occupancy, or operation of the UNIT on behalf of and as the authorized agent of OWNER.
- D. AGENT will provide inspections, from time to time, of the UNIT to determine that the UNIT and its contents are in compliance with AGENT's requirements, and to make recommendations when the condition of the UNIT necessitates improvement to meet AGENT's requirements and/or tenant needs.
- E. The AGENT, in order to assist the OWNER in promotion and rental of the UNIT, shall: (a) provide professional cleaning service for the UNIT in preparation for tenant arrivals following any and all use of the UNIT including OWNER and OWNER family use; and (b) arrange for deep cleaning of UNIT, including rugs, drapes, furniture, bedspreads, etc., as necessary, all at OWNER'S cost. OWNER agrees that AGENT may deduct cleaning and re-stocking fees from the net proceeds payable to OWNER.

- F. This AGREEMENT may be terminated by AGENT, with notice to the OWNER in writing, listing all unsatisfactory conditions to a potential tenant or the administering of this AGREEMENT. Such decision will be at the sole discretion of AGENT. Upon satisfactory rectification by OWNER of conditions that caused termination, and inspection of the UNIT by AGENT, the UNIT may be considered for return to the AGENT'S "Rental Program".
- G. AGENT shall have the authority to make itself or cause to be made through the use of individual contractors, all maintenance, repairs and replacements, alteration in and to said UNIT as AGENT may determine advisable, up to the amount of \$300.00 (Three Hundred Dollars). OWNER authorizes AGENT to invoice OWNER directly for all expenses, or charge the expenses to the OWNER'S account and deduct them from the gross rental proceeds.
- H. AGENT will contact OWNER, in advance, of any maintenance, repairs, replacements, etc., required for UNIT estimated to cost in excess of \$300.00 (Three Hundred Dollars). In the event of emergency conditions as determined by AGENT, arrangements will be made for repairs to be performed without notice to OWNER if OWNER cannot be immediately contacted.
- I. As a service to OWNER in managing OWNER'S UNIT, optionally if desired, the AGENT will procure the replacement, delivery and installation of large items such as furniture, furnishings, equipment and appliances. AGENT shall be entitled to a service fee of \$50.00 (Fifty Dollars) to cover the staff time involved in coordinating such.
- J. AGENT shall use best efforts to distribute equally new rental reservations to all unit owners involved in the AGENT'S Rental Program. OWNER recognizes that AGENT has no control over tenant preferences in regard to UNIT location, view of ocean, décor, and rates and that tenant has final decision as to which unit is selected. Any unit that is deficient in furnishings or décor and has been deemed non-desirable by tenants due to the OWNER'S reluctance to make recommended improvements shall be given lesser preference in recommendations.
- K. AGENT shall not rent for the periods during which OWNER reserves the UNIT for OWNER's own use and no reservation fee shall be charged for the OWNER'S use at any time.
- L. Gratuitous use is available for the OWNER'S immediate family, which for purposes hereof is defined to include and be limited to the: children, siblings, parents, grandchildren or grandparents of the OWNER. The use of the UNIT for each reservation shall be at no charge to OWNER up to the first five (5) reservations used annually during the calendar year. After five (5) such Immediate Family Gratuitous Use Reservations are exceeded, the AGENT will collect a \$75.00 (Seventy Five Dollars) Non-Refundable Administrative Fee at the time each additional reservation is made to cover staff time in managing the UNIT and coordinating gratuitous uses.
- M. AGENT shall register as "Agent for Owner" with the "Florida Department of Revenue" and the "Sarasota County Tax Collector" for the collecting state and county sales and tourist development taxes.
- N. AGENT will collect applicable taxes from tenants and remit to proper taxing authorities.
- O. AGENT shall register as a public lodging establishment within the State of Florida, Division of Hotels and Restaurants, as may be required by Chapter 509, Florida Statutes.
- P. AGENT will maintain a Florida State Tax Certificate and a Local Business Tax as required by law.
- Q. AGENT will, on behalf of OWNER and in the OWNER'S name and expense, apply for a Sarasota County Occupational License or "Local Business Tax" for "UNIT Rental Month or Less" for the UNIT.
- R. Notwithstanding the foregoing, AGENT is not required to advance any of the AGENT'S funds to perform any repairs, maintenance or replacements and may delay such action until AGENT receives sufficient funds to cover required expenses (whether rental proceeds or OWNER contributions).

SECTION 3: OWNER DUTIES AND RESPONSIBILITIES:

- A. OWNER agrees to initially furnish and maintain the UNIT with the furnishings and housewares listed on the attached Exhibit "A" and as it may be modified from time to time.
- B. OWNER agrees to maintain the UNIT, furniture and housewares inventories in a reasonable condition and sufficient quantities to attract potential renters.
- C. OWNER agrees to correct in a timely manner any unsatisfactory conditions or deficiencies in the UNIT as determined in writing by AGENT.

- D. The entrance door of the UNIT must be operated by master lock using the master key plan controlled by AGENT.
- E. A maintenance contract is recommended on all UNIT appliances including but not limited to heating and air conditioning units. OWNER shall provide AGENT a copy of any such contract with appropriate service telephone numbers. AGENT agrees to utilize such contractors for applicable repairs; otherwise, the vendor of choice of AGENT will be used and the cost of such repairs is OWNER'S responsibility.
- F. OWNER acknowledges there is an inherent risk and a continual cost of doing business as an OWNER who may rent his or her UNIT to unknown parties and that damage to the UNIT, furnishings, theft of property, whether accidental or deliberate, may occur. If documentable and doable, AGENT will utilize tenant security deposit or other actions as appropriate to assist OWNER in repair or replacement. Although AGENT will use best efforts to detect any damages as soon as practicable after a tenant vacates, it is understood that thefts or damages may not be immediately noticed and ultimately responsibility for damages and theft is by OWNER. AGENT shall not be liable for any damage, theft, or missing personal property.
- G. OWNER agrees to strictly conform to all written procedures and requirements of the AGENT'S "Rental Program" as from time to time promulgated by AGENT and as stated in this AGREEMENT.
- H. OWNER agrees to notify AGENT in writing, one year in advance, no later than January 15 of the year preceding the next year's "season" of the periods of OWNER'S intended use of the UNIT. Beyond that notification, in the event that the OWNER wishes to occupy or allow the UNIT to be used by any others for any reason, the OWNER agrees to check with AGENT to ensure the UNIT is available, and provide AGENT written notice in advance by email or fax of the dates during which the UNIT will be occupied and the name and relationship of who will occupy the UNIT, or by completing the on-line internet booking for the OWNER's use. A written acknowledgment by AGENT will confirm this understanding.
- I. OWNER agrees that in all cases where the UNIT has been reserved, with a deposit, or occupied by tenants, the OWNER has no right to occupy or permit access to the UNIT by him/herself or any tenants, or to use the assigned parking space, or any of the common elements during that reserved period.
- J. OWNER shall honor all confirmed reservations arranged by AGENT and in the event of oversight by OWNER whereby a duplicate reservation may exist, the reservation arranged by AGENT shall have priority.
- K. OWNER agrees that allowing any personal use of the UNIT shall obligate OWNER to register the guest in writing on the proper form supplied by the "Rental Program" Office and pay the applicable fees (see section VII. SERVICE FEES).
- L. OWNER understands and agrees to enforce the Sea Shell Condominium policy of no pets on premise.
- M. OWNER will provide local telephone service to the UNIT. *(It is recommended that the OWNER arrange with his/her telephone service provider to have long distance and 900# calling ability blocked)*. In no event shall AGENT be liable to OWNER for the expenses of any long distance or 900# calls by the tenant, or any other related expense.
- N. OWNER understands that he/she cannot rely on verbal or telephone instructions to AGENT regarding reservations, maintenance requests and/or any other matters. All instructions from OWNER to AGENT must be in writing and transmitted to AGENT via email, fax or US postal service or delivered in person.
- O. OWNER agrees that any and all occupants of the UNIT, without exception, and inclusive of OWNERS' family and any other persons, shall be required to register their names at AGENT'S Rental Office prior to beginning any period of occupancy so as to verify authorized occupancy, be issued approved parking permit and to identify the type (owner, owner's family guest, tenant) and duration of occupancy. OWNER agrees that he/she is responsible for the conduct of OWNER's family and OWNER procured tenants and acknowledges that all occupants must comply with the Declaration of Condominium for Sea Shell Condominium and the Rules and Regulations promulgated by the Board of Directors.
- P. OWNER will maintain a Three Hundred Dollar (\$300.00) reserve fund on account with AGENT for expenses, costs, maintenance, repairs, replacements or purchases authorized by this AGREEMENT. Any expenses, costs, repairs or purchases required in the management of the UNIT will be paid through this account and replenished monthly as depleted.
- Q. OWNER will notify AGENT immediately if the UNIT is placed for sale, and that any sale of the UNIT will be subject to any reservations in existence at time of transfer to the new OWNER.
- R. OWNER will obtain and maintain a current I.R.S. W-9 form on file with AGENT complete with a current and valid U.S. Tax Identification Number.
- S. OWNER will obtain and maintain a Florida Tax Identification Number and provide a copy with AGENT.

- T. For alien natural and non-natural OWNERS, OWNER must apply for and obtain a U.S. Tax Identification Number, and each calendar year complete, an I.R.S. Form 4224 and file it with AGENT. If title to the UNIT is held in the name of a non-natural person entity not registered in Florida, OWNER must register and maintain registration as a foreign entity authorized to do business in the State of Florida, and furnish evidence of such registration to AGENT.
- U. OWNER acknowledges that the unit may not be cleaned and available for occupancy until 4PM on the same day of checkout of a guest, and OWNER agrees to refrain from moving into unit until cleaning is complete.

SECTION 4: ACCOUNTING:

- A. AGENT shall render to OWNER a monthly written statement of receipts and disbursements and such statement shall be deemed approved by OWNER unless exceptions are made thereto in writing delivered to AGENT prior to the rendering of the next succeeding regular monthly statement. Invoices supporting said statement of receipts and disbursements shall be provided, as requested in writing by OWNER.
- B. AGENT shall, after payment of all taxes, obligations under this AGREEMENT, liabilities, costs, expenses, and fees, including commissions, remit to OWNER, on a monthly basis, the net rental proceeds due OWNER. If the rental proceeds are insufficient to pay for all obligations under this AGREEMENT, liabilities, cost, expenses, and fees associated with the participation of the UNIT in the AGENT'S "Rental Program", the AGENT shall bill OWNER for payment and OWNER shall promptly make payment to AGENT of any and all sums due.

SECTION 5: MISCELLANEOUS:

- A. OWNER understands that any rental agreement between AGENT and tenant is subject to the tenant's approval of the UNIT upon arrival, and should the tenant disapprove of the UNIT, AGENT has the right to cancel said rental agreement and refund all monies paid in advance by said tenant, or move tenant to an alternate unit if available.
- B. OWNER agrees to comply with all statutes, ordinances, laws, rules and order of any federal, state or local government or department or officer thereof having jurisdiction over the UNIT respecting the rental, occupancy, use, operation or construction thereof.
- C. Should OWNER at any time become delinquent in his or her assessments or other monies due to Sea Shell Condominium Association, Inc., or for reimbursements due AGENT, AGENT shall have the authority to deduct said amount from any rental proceeds due OWNER.
- D. In all leases of the UNIT, OWNER will be the lessor, and the tenant will be the lessee. AGENT will not be a direct party to any such lease. However, should it become necessary to take any legal action against a tenant, for failure to pay rent, abide by the rules of the condominium, or to seek compensation for damages, OWNER provides authority to AGENT to proceed with any legal action in accordance with Part II, Chapter 83, Florida Statutes in all respects. OWNER understands that any costs, expenses and attorney's fees of such legal action will be responsibility of OWNER.
- E. No waiver by the parties of any violation of this AGREEMENT shall be interpreted as an abandonment of any right hereunder. Any waiver must be in writing and signed by the party waiving the right.
- F. The invalidity in whole or in part of any term, covenant or provision hereof shall not affect the validity of the reminder hereof.
- G. This AGREEMENT shall be governed by the laws of Florida with venue lying only in Sarasota County, Florida.
- H. This AGREEMENT shall inure to the benefit of and be binding upon the parties, their legal representatives, successors and assigns.
- I. For the purpose of improving operations, this AGREEMENT may be amended by AGENT at any time by providing 30 days advance written notice to OWNER of any such changes, to which the OWNER has option of terminating the AGREEMENT.
- J. This AGREEMENT supersedes any previous agreements, contracts or claims between the OWNER and AGENT.

SECTION 6: INDEMNIFICATION AND INSURANCE:

- A. OWNER shall indemnify, defend and hold harmless AGENT and Sea Shell Condominium Association, Inc. from any and all damages or injuries to person or property, or claims, losses, lawsuits, actions, obligation, liabilities, costs, interest, expenses and fees by reason of any cause whatsoever when AGENT is carrying out the provisions of the AGREEMENT or any other duty of OWNER, including any damage or loss to the UNIT or its contents directly or indirectly resulting of the actions of any occupants, tenants or guests.
- B. OWNER acknowledges that losses from theft, vandalism and acts of God or nature shall be borne by OWNER. AGENT shall not be liable to OWNER for failing to discover any damage or missing personal property during routine inspections of the UNIT or premises.
- C. OWNER agrees to procure and maintain, during the term of this AGREEMENT, and provide proof of, comprehensive general liability insurance, and such other insurances as may be advisable for the protection of OWNER and AGENT including but not limited to landlord and tenant insurance coverage, and vandalism coverage.
- D. OWNER agrees to at all times carry personal liability insurance for the UNIT in the minimum amount of \$100,000 per person/\$300,000 aggregate, a copy of which shall be furnished by the OWNER to the AGENT. Note: it is strongly recommended the OWNER to also carry an umbrella policy extending coverage to \$1,000,000.

SECTION 7: SERVICE FEES:

- A. SERVICE FEES which are collected are the sole method to cover the cost of administering the on-site rental program as an asset to the condominium and convenience for OWNERS. Fees collected are used to pay office rent and utilities, provide the personnel to make reservations and change reservations, handle customer inquiries, process payment and issue deposit refunds, issue parking passes, file local sales tax returns on behalf of OWNER, distribute keys, inspect units, maintain and equip rental office, provide repairs and services within OWNER's UNIT, advertise and promote rentals, maintain website and search engine optimization, handle automated online confirmed reservations, provide customer services such as beach towel rental and other additional services to be determined, and provide ongoing front counter local information customer service to tenants.
- B. Excluding OWNER's use and OWNER gratuitous-use reservations as described in Section 2, K & L, OWNER agrees to pay AGENT fifteen (15%) percent of the AGENT's published rental rate for the UNIT or the lesser of 15% of the actual amount of any special promotional rental rate used by the AGENT for a specific reservation at the time the reservation is made. The published rental rates for the UNIT shall be determined solely by AGENT from time to time in AGENT's sole discretion. The AGENT's published rental rate applies for the time of any occupancy, but not less than three (3) nights by any persons other than the OWNER, calculated prior to any deduction for expenses or costs which are the obligation of the OWNER regardless of whether AGENT or OWNER procured the tenant, EXCEPT AS FOLLOWS:

OWNER is encouraged to augment reservations in OWNER's UNIT using other marketing means conducted by OWNER. An **OWNER BOOKING** is defined when a reservation is secured solely by the efforts of OWNER which includes all tenant information required and must be compliant with the AGENT's Owner Booking Policy for a rental greater than three (3) days during a time period that has not been previously booked by AGENT.

- For OWNER BOOKING, a reduced service fee of ten percent (10%) of the AGENT's published rental rate for the UNIT for the time of any occupancy (not less than 3 days) to be paid to AGENT for reservations in all months EXCEPT February, March, April for all OWNER BOOKINGS including non-immediate family, friends, etc. During the months of February, March and April, OWNER shall pay AGENT fifteen percent (15%) of the AGENT's published rental rate or the lesser of fifteen percent (15%) of the actual amount of any special promotional rate used by AGENT for a specific reservation at the time the reservation is made is due.

- In the event the term of any tenancy contracted under this AGREEMENT is extended, or if the OWNER and tenant enter into a new AGREEMENT or lease covering the UNIT, the OWNER agrees to pay the AGENT the same service fee percentage for the total extended or rental renewal period as provided for the initial rental term.
- C. A \$75.00 (Seventy Five Dollars) Non-Refundable Administrative Fee will be charged at time of reservation on all reservations exceeding five (5) immediate-family reservations during the calendar year.
- D. AGENT may require an initial one-time entry fee on new units entering the AGENT's Rental Program.
- E. OWNER agrees to reimburse AGENT for linen replacement on as-needed basis.

	SERVICE FEE DUE		NON-REFUNDABLE ADMIN. FEE
	PEAK SEASON (FEB 1 - APR 30)	NON-PEAK SEASON (MAY 1 – JAN 31)	
OWNER	0%	0%	
OWNER'S IMMEDIATE FAMILY (ONLY: CHILDREN, SIBLINGS, PARENTS, GRANDPARENTS & GRANDKIDS)	0%	0%	After 5 reservations, a \$75 booking fee will apply
OWNER'S FRIENDS, EMPLOYEES & EXTENDED FAMILY MEMBERS	15%	10%	
TENANTS SECURED BY AGENT	15%	15%	
TENANTS SECURED BY OWNER	15%	10%	

SECTION 8: TERM AND TERMINATION:

This AGREEMENT will continue in force for a period of twelve (12) months from the date reflected on page one, except if terminated early by prior written notice by AGENT. Upon completion of the initial twelve (12) month period, this AGREEMENT automatically renew for additional twelve (12) month periods and continue in force until terminated by either party by giving notice in writing at least thirty (30) days prior to the termination date requested. It is agreed that such termination shall not cancel any confirmed tenant reservations for dates within twelve (12) months of such termination. OWNER is obligated to honor all tenant reservations made prior to termination and OWNER shall bear sole responsibility for any breach, cost, claim, demand or liability that results from a failure to honor the tenant reservation. Further, OWNER agrees that any termination of this AGREEMENT shall not relieve OWNER of the obligation to pay AGENT in accordance with formulas outlined herein for tenants procured by AGENT and already confirmed by said AGENT for a period up to twelve (12) months from the date of termination.

Whether termination of this AGREEMENT is by OWNER or by AGENT, after such termination a waiting period of twelve (12) months is required to be reinstated on the AGENT'S Rental Program. A UNIT is either "on" the AGENT's Rental Program with this listing AGREEMENT for a consecutive 12 month period or "off" the Rental Program for the next 12 consecutive months, and, for instance may not be "off" for certain months and then back "on" for certain months.

It is in the sole opinion of the AGENT, if the spirit of this AGREEMENT is being deliberately violated by OWNER: A). For the economic benefit of OWNER and contrary to the good and welfare of the Rental Program, or B). If policies are deliberately circumvented or attempt to be circumvented to provide a unique benefit or advantage to a given unit or C). Excessive administrative time or expense is incurred by AGENT due to activities engaged in by OWNER, then the UNIT will be ineligible for participation in the AGENT's Rental Program and this AGREEMENT with OWNER will be terminated.

SECTION 9: NOTICES:

All notices to be given hereunder shall be in writing and shall be sent by United States mail, postage prepaid, addressed to the recipient party at the address stated below, or at such addresses as may from time to time be given in writing by one to the other. Notices may also be given in writing by fax or e-mail.

Notices to AGENT:

Sea Shell Vacation Rentals, Inc.
6500 Midnight Pass Road Sarasota, FL 34242

Notices to OWNER:

Name: _____

Address: _____ City _____ ST _____ Zip _____

Phone: _____ Fax: _____ Email: _____

SECTION 10: ATTORNEY FEES

In event either party takes legal action to enforce this AGREEMENT, to collect sums due hereunder, or to recover damages resulting from any breach of the AGREEMENT by the other party, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees incurred including without limitation, the cost and attorney's fees associated with pre-litigation, mediation, arbitration, litigation and any and all appeals at all levels.

IN WITNESS WHEREOF, we set our hands as set forth below.

By OWNER:

If the UNIT is owned by more than one person, all OWNERS of the UNIT must sign below. If the OWNER is a corporation, a corporate resolution providing authority to the individual to sign on behalf of the corporation shall accompany this AGREEMENT. The OWNER/contact information shown "Section 9: Notices" will be designated as the only point of contact with the AGENT. All OWNERS must sign below.

UNIT #: _____ Number of OWNERS: _____

	<u>Print Name</u>	<u>Signature</u>	<u>Social Security# or Fed ID#</u>
OWNER 1.	_____	_____	_____
OWNER 2.	_____	_____	_____
OWNER 3.	_____	_____	_____
OWNER 4.	_____	_____	_____

By AGENT:

SEA SHELL VACATION RENTALS, INC.

Name Printed: _____ Signature _____

Title _____

-END--