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Send this form back to the Golden Strand Ocean Villa Resort

Care of: Karlene

17901 Collins Avenue

Sunny Isles Beach, Fl 33160, USA

RENTAL PROGRAM AGREEMENT

Today's Date: ___/___/___

OWNER NAME: _____

ADDRESS: _____ city: _____ state: _____ zip: _____

Tel. _____ Cell. _____ Fax: _____ Email: _____

Check here if the above address is new.

Unit _____	Week(s) _____	Effective for Year _____	Unit _____	Week(s) _____	Effective for Year _____
Unit _____	Week(s) _____	Effective for Year _____	Unit _____	Week(s) _____	Effective for Year _____
Unit _____	Week(s) _____	Effective for Year _____	Unit _____	Week(s) _____	Effective for Year _____
Unit _____	Week(s) _____	Effective for Year _____	Unit _____	Week(s) _____	Effective for Year _____

- To increase the possibilities of renting the unit, the owner agrees to leave the rate of the rental to the discretion of the agent and understands that there is no guarantee that rental agent will successfully lease owner's timeshare. YES NO
- Your account at the Golden Strand Resort must be current with all maintenance/assessment fees for the year. AGREE
- Rental Agent's compensation shall be (initial here) _____ (25%) of the room rental rate. Unless otherwise indicated herein, the rental rate shall be determined by Rental Agent in its sole and absolute discretion.
- A check will be mailed to your address the month following the date of the rental. If the week falls in two separate months, two separate checks will be mailed for the corresponding following month. AGREE
- If you would like to apply the rental income to your maintenance account please check this box.

Owner is currently a resident of the United States and is subject to United States Income Tax. Owner's taxpayer Social Security number is: _____.

Owner is currently a non-resident alien, who does not have a U.S. taxpayer social security number and is not subject to United States income tax. Thirty percent (30%) of the gross rental will be withheld by Rental Agent, pursuant to applicable United States law.

Owner is currently a non-resident alien subject to the United States Income Tax. Owner's taxpayer identification number (social security number) is: _____.

WITNESSETH

WHEREAS, Owner is the owner of a timeshare interest (the "Timeshare Interest") at the GOLDEN STRAND RESORT, located at 17901 Collins as recorded on January 25, 1984, in Official Records Book 12035, at Page 2760, of the Public Records of Dade County, Florida.

WHEREAS, Owner is desirous of receiving income from the rental of his Timeshare Interest; and WHEREAS, Rental Agent is willing to attempt to rent the Timeshare Interest on behalf of Owner in accordance with the terms hereof.

WHEREAS, the parties here to agree as follows:

1. The above recitations are true and correct.
2. **Best Effort:** Rental Agent will use his best efforts to lease Owner's Timeshare Interest. It is specifically understood by Owner that ***there is no guarantee that Rental Agent will successfully lease Owner's Timeshare Interest*** and that no advertising shall be required by Rental Agent.

Further, it is specifically understood that although a unit may be leased for a week or other period, there is no guarantee that the Lessee will occupy and remain in the unit for the entire week or rental period, and/or not leave early. Should the unit become unavailable, the rental agent reserves the right to relocate the reservation to another unit and the rental income may be forfeited.

3. **Cancellation of agreement:** This Agreement may be cancelled at any time by either party, provided however, that Owner may not cancel this Agreement in the event his Timeshare Interest has been rented by Rental Agent prior to receive by Rental Agent of written notification of Cancellation by Owner.
4. Owner acknowledges that he is aware of the following:
 - Rental Agent is GOLDEN STRAND OCEAN VILLA RESORT ASSOCIATION, INC. Rental Agent's rights and obligations hereunder are separate and apart from his rights and obligations as the Association for the Condominium under the Declaration of Condominium, By Laws, Articles of Incorporation, 718 and 721.
 - The priority among Owner Timeshare Interest to be rented by Rental Agent shall be on a "first come, first serve" basis, based upon their respective dates of execution of a Rental Agreement, subject at all times to the specific needs and best interests of a particular prospective tenant. Priority for rental of unit/week(s) is subject to the demand for particular unit size, type, and location.
 - While the units are in the rental program, they are exclusive to the resort and cannot be deposited, exchanged, or rented by a 3rd party or the owner.
5. **Resort Rental Commission:** Rental Agent's compensation shall be **(initial here)**_____ **(25%)** of the room rental rate. Unless otherwise indicated herein, the rental rate shall be determined by Rental Agent in its sole and absolute discretion.
6. **Travel Agent commission:** Any commissions that must be paid in connection with a rental herein such as (by way of example and not by way of limitation) to travel agent of real estate broker shall be paid solely from gross rent of the owner.
7. **Distribution of payments:** Rental Agent shall be entitled to receive and hold all deposits or payments received and to disburse same to the appropriate parties entitled thereto.
8. **Loss of Rental Rights:** Owner covenants and agrees to keep all maintenance payments, common expenses, assessments and other payments due to the GOLDEN STRAND OCEAN VILLA RESORT ASSOCIATION, INC., current at all times. In the event Owner shall be delinquent in maintenance, assessments, common expenses or other payments due to the GOLDEN STRAND OCEAN VILLA RESORT ASSOCIATION, INC., the timeshare unit shall not be accepted in the rental program. **(initial here)**_____
9. **Binding agreement:** This Agreement represents the entire agreement between the parties and can only be altered or amended by another Instrument, in writing, signed by the party to be bound. This Agreement shall be governed by the laws of the State of Florida. In the event of any litigation arising out of any of the terms or provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.
10. **Cancellation of reservation:** In the event that the rental reservation cancels 30 days or more in advance, 100% of the deposit will be refunded to the renter. Any cancellations made within 30 days of the arrival date, the deposit will not be refunded to the renter and the corresponding amount will be paid to the owner. The Resort management reserves the right to allow a change or a cancellation to a rental reservation based on exceptional circumstances.
11. **Status of Rental:** The owner must contact the Resort to find out on the status of the rental of his/her apartment.
12. **Rental Periods:** Agent may rent accommodations either daily or for a full week unless otherwise noted on this agreement. Agent does not guarantee a full week rental for accommodations listed by owner.

IN WITNESS WHEREOF, the parties have here unto set their hands and seals of the date and year first above written.

OWNER SIGNATURE: _____ Date _____

Please send this form back to: Golden Strand Ocean Villa Resort
Care of: Karlene
17901 Collins Avenue
Sunny Isles Beach, FL 33160, UNITED STATES