

HOW YOUR CLUB SEVILLA RENTAL PROGRAM WORKS

There are many misconceptions concerning the rental program here at Club Sevilla, mainly referring to how simple it should be. The fact is it can be very complex at times and as with many things in life, running Club Sevilla's rental program is not an absolute science. So let's spend a few minutes and try to understand the problems, policies and procedures for running a successful rental program.

There are two sets of Florida Statutes which govern all Florida timeshare rental programs. They are as follows: Florida Statute §721 which are the Florida Timeshare Laws and Florida Statute §509 which are the Florida Innkeepers Laws. So the rules we follow are dictated by Florida Law, not just randomly set by management.

When you sign a rental agreement with Osceola Resort Realty Company, your unit is put on a list (in the order in which it was received) and made available to the Front Office to accept reservations. All units are rented on a first come/first booked basis provided the unit meets the needs of the renter. In other words, if the next available unit on the list is a one bedroom and the renter requires a two bedroom then we would skip down to the next available two bedroom unit. This also applies to unit location such as ground floor, pool side, etc.

For information regarding nightly rates, the rack rates are available upon request. These rates have been established to be competitive in our area with similar accommodations. Management will not negotiate these rates except to other Club Sevilla Owners and in special cases as determined by Management. In those cases, a discount may be offered to secure the rental. Another exception would be when an owner specifies that we may accept a lower rate. If your week is getting close to the occupancy date and it is still unrented, to increase the chance of renting your unit, you may reduce the minimum night stays you will accept and/or the nightly rental rate. We also ask that you be careful when it comes to banking or using your unit when it is up for rent. As it states in the agreement, you must call the reservations department if you wish to take your unit off the rental list.

Just because a unit is deemed rented with a confirmed reservation, there are still a number of factors that may cause your unit not to be rented by this inbound guest. The renter may not like the unit location and request a different room, they may need to leave early, etc. **NO RENTAL IS ABSOLUTELY GUARANTEED!**

Payment for your rental will be sent to you between the 20th and 30th of the month following the month your rental occurred. This allows the Accounting Department time to reconcile the books prior to disbursing from the Escrow account.

We ask for everyone's cooperation and understanding when using the rental program, both the Association and you benefit from this program. Should you have any questions please do not hesitate to call the Reservation Department here at the resort.

THANK YOU FOR YOUR COOPERATION!!!

CLUB SEVILLA
2018 EXCLUSIVE LISTING AGREEMENT

Owner: _____
Home Address: _____
Telephone: Home: () _____ Business: () _____

Year: 2018 _____ Unit No: _____ Week No: _____
Year: 2018 _____ Unit No: _____ Week No: _____

EXCLUSIVE LISTING: In consideration of the efforts and services to be performed by OSCEOLA RESORT REALTY COMPANY, a Florida licensed real estate broker (the "Broker"), the above referenced Owner does hereby grant to the Broker the exclusive right to rent the timeshare interest of the Owner in the above referenced unit at Club Sevilla, for a period of twelve (12) months from the date set forth below (the "Listing Term"). This Listing Agreement can be terminated in writing by either party upon thirty (30) days' prior written notice. I understand that rentals are not guaranteed, but that OSCEOLA RESORT REALTY COMPANY, will make every effort to obtain a renter for my listing. I should contact the Rental Department three weeks prior to my listing date to verify status. I understand that if I decide to exchange or use my unit/week, I must first contact the Rental Department and cancel this Rental Listing Agreement, if no renter has been secured.

COMMISSION: In consideration of the services to be performed by Broker, the Owner agrees that, upon rental of the Owner's timeshare interest upon the terms and the best rental rate that may be obtained in the judgment of the Broker, the Broker shall be entitled to a commission in an amount equal to thirty percent (30%) of the gross rental rate, which commission may be deducted by the Broker from the rent received.

DEDUCTIONS: Owner acknowledges that in the event the tenant utilizes a credit card for the payment of the rent, the fee charged by the credit card company shall be deducted from the gross rent, together with any travel agent commissions and local or state sales taxes. I understand that I am entitled to one free house cleaning per week and that the cost of additional cleanings will be deducted from the rent collected if the unit is rented more than once during the week. Owner also acknowledges that, pursuant to the condominium documents for Club Sevilla, the unit may be rented only if all maintenance fees and taxes have been paid for the unit; accordingly, any such maintenance fees and taxes owned by the Owner to the Condominium Association may be deducted by the Broker from the gross amount of the rent and paid to the Condominium Association.

DAILY RENTAL: In the event that the Broker is unable to secure a weekly rental for the unit, the Broker may rent the unit on a daily basis. In such event, the rent shall be equal to one-seventh (1/7) of the weekly rate, or the highest rate obtainable by the Broker, in the Broker's judgment.

PRIORITY: The Owner acknowledges that all units at Club Sevilla listed by the Broker shall be rented on a "first come, first served" basis. Broker shall maintain appropriate books and records to evidence the priority utilized, which books and records may be inspected by the Owner at reasonable times during regular business hours. Upon execution, a copy of this Listing Agreement will be returned by Broker to Owner, indicating the Owner's rental priority, if requested by owner.

NO ASSIGNMENT: The Owner shall not assign this Agreement to any other party without the prior written consent of Broker, which may be withheld in Broker's sole discretion. Upon sale of the Owner's timeshare interest in the unit, the purchaser shall enter into a new exclusive listing agreement for the unit with the Broker, if desired.

I, _____ (Name of Property or Time-Share Period Owner), hereby authorize Osceola Resort Realty Company to act as my agent to rent, lease, let, or grant a license to others to use my described property (properties) or time-share period (periods) located at Club Sevilla and to charge, collect, and remit sales tax levied under Part I, Chapter 212, Florida Statutes, to the Department of Revenue. I acknowledge that, by renting, leasing, letting, or offering a license to others to use any living quarters, sleeping or housekeeping accommodations in connection with, but not limited to, any hotel, motel, apartment house, multiple unit structure (e.g., duplex, triplex, condominium), rooming house, tourist or mobile home court (e.g., trailer court, R.V. camp), single family dwelling, garage apartment, beach house or cottage, cooperatively owned apartment, condominium parcel, timeshare resort, or mobile home. I am exercising a taxable privilege under Chapter 212, Florida Statutes, and as such acknowledge that I am ultimately liable for any sales tax due the State of Florida on such rentals, leases, lets, or licenses to use. I fully understand that should the state be unable to collect any taxes, penalties, and interest due from the rental, lease, let or license to use my property, a warrant for such uncollected amount will be issued and becomes a lien against my property until satisfied.

In Witness whereof, the parties have executed this agreement on the dates set forth below.

By Property Owner/Lessor: _____ Date: _____

OSCEOLA RESORT REALTY COMPANY
a Florida Licensed Real Estate Broker

By: _____ Date: _____