

**CLUB SEVILLA**  
**2019 EXCLUSIVE LISTING AGREEMENT**

Owner: \_\_\_\_\_  
Home Address: \_\_\_\_\_

Telephone: Home: ( ) \_\_\_\_\_ Business: ( ) \_\_\_\_\_

Year: 2019 \_\_\_\_\_ Unit No: \_\_\_\_\_ Week No: \_\_\_\_\_  
Year: 2019 \_\_\_\_\_ 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 twenty-four (24) months from the date set forth below (the "Listing Term"). This Listing Agreement can be terminated in writing by the Broker 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.

**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: \_\_\_\_\_