

**LIGHTHOUSE COVE RESORT  
EXCLUSIVE LISTING AGREEMENT**

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

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

Year: \_\_\_\_\_ Unit No: \_\_\_\_\_ Week No: \_\_\_\_\_  
Year: \_\_\_\_\_ Unit No: \_\_\_\_\_ Week No: \_\_\_\_\_

**EXCLUSIVE LISTING:** In consideration of the efforts and services to be performed by LIGHTHOUSE COVE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit Corporation, the above referenced Owner does hereby grant to the Association the exclusive right to rent the timeshare interest of the Owner in the above referenced unit at Lighthouse Cove Resort, 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 LIGHTHOUSE COVE COMMUNITY ASSOCIATION, INC. 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 the Association, 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 Association, the Association shall be entitled to a commission in an amount equal to twenty percent (20%) of the gross rental rate, which commission may be deducted by the Association 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 Lighthouse Cove Resort, 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 owed by the Owner to the Condominium Association may be deducted by the Association from the gross amount of the rent and paid to the Condominium Association.

**DAILY RENTAL:** In the event that the Association is unable to secure a weekly rental for the unit, the Association 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 Association, in the Association's judgment.

**PRIORITY:** The Owner acknowledges that all units at Lighthouse Cove Resort listed by the Association shall be rented on a "first come, first served" basis. Association 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 Association 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 the Association, which may be withheld in Association'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 Association, if desired.

I, \_\_\_\_\_ (Name of Property or Time-Share Period Owner), hereby authorize LIGHTHOUSE COVE COMMUNITY ASSOCIATION, INC. 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 Lighthouse Cove Resort 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 a timeshare resort, 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: \_\_\_\_\_

LIGHTHOUSE COVE COMMUNITY ASSOCIATION, INC.  
a Florida not-for-profit Corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_