

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



## **“HOW YOUR LIGHTHOUSE COVE RENTAL PROGRAM WORKS”**

There are two Florida Statutes which govern all Florida timeshare rental programs. They are; Florida Statute 721 which are the Florida Timeshare Laws, and Florida Statute 509 which are the Florida Innkeeper Laws. The rules that Lighthouse Cove follows when running the Rental Program are dictated by law and are not randomly set by Management or the Board of Directors.

If you want to rent your unit please complete and sign a rental agreement with Lighthouse Cove Community Association, Inc. for each unit being rented. As soon as your Rental Agreement is received by Management, your unit will be made available to the Front Desk Staff to accept bookings. Units are booked according to the prospective renters' requested unit size, location, and travel dates. All efforts are made to utilize available room night inventory in the most efficient and effective manner.

The nightly rental rates are set and adjusted by Management to stay competitive with similar accommodations in our area. All units are available for nightly rentals except during certain holiday periods where three (3) night minimum rentals are required. The rental rates are not negotiable except in the case where the renter is also an owner, where we offer a five (5%) percent discount. The only other exception in negotiating a lower rental rate would be if the listing owner indicates that they would accept a lower rental rate.

If you have put your unit up for rent and your travel plans change, before you decide to occupy or bank your unit, you must first contact the resort to make sure your unit is not booked. Once Management determines that your unit is not booked, you may cancel your rental agreement.

Once a reservation is booked, the rental has not been completed until the renter checks in and completes their entire stay. A booked reservation may change if the renter needs to leave early, they request a different size room or room location, or they have a special request that needs to be accommodated that requires a room change.

**NO rental is absolutely guaranteed until the completion of the renters' entire stay. The resort will not call you if your unit's booked reservation changes. It is your responsibility to contact the front desk if you wish to know the status of the rental of your unit.**

Rental proceeds from your rental will be sent to you by the end of the month following the month of your rental. This provides the Accounting Department the time to verify all monthly transactions with the bank statement and make disbursements to Owners accordingly.

The Owners and the Association both benefit from the Rental Program. Management makes every effort to maximize the rental of as many units and room nights as possible. Should you have any questions regarding the Rental Program, please do not hesitate to call the resort.

Thank you for using the Lighthouse Cove Rental Program.