

CASA BLANCA ASSOCIATION, INC.

dba CASA BLANCA VACATION RENTALS, Inc.

RENTAL PROGRAM AGREEMENT

DATE: February 1, 2021 OWNER(S) NAME(S): _____

UNIT #: _____ OWNER(S) NAME(S):
_____ Owner's Reservation Dates:

Minimum Nights Stay: _____ Max Occupancy: _____

Owner Elects to Participate in the VRBO/HomeAway Program: Yes _____ NO _____

Owner elects to participate in 5/6 day rentals: YES _____ NO _____

By this agreement, on the date indicated above, the undersigned owner(s), hereafter called "Owner(s)" of the above reference condominium unit, hereafter call "Unit", in Casa Blanca Association, Inc.. dba Casa Blanca Vacation Rentals, hereafter called "Agent" agree as follows:

- 1) Owner(s) hereby grants to Agent an exclusive right to lease the Owner(s)' unit at Casa Blanca Vacation Rentals in accordance with Florida Law, Association Declaration of Condominium, Bylaws and CBVR Policies and Procedures. The term of this agreement will be for 1 year starting on January 1, 2021 unless cancelled or changed in writing by both parties with no less than a 90 days' notice.
- 2) During the term of this Agreement, Agent shall be entitled to a commission of 13% of all Gross Rental Proceeds (Published Rates). In the event of a cancellation more than 61 days in advance, the Agent shall be paid a fee of \$ \$95.00 taken from the renter's deposit. In the event of a cancellation 60 days or less, the Agent shall be entitled to a commission of 13% of the renter's forfeited deposit.
- 3) No commission shall be due Agent if Owner(s) occupies unit or allows the rent free occupancy of unit by child, grandchild, brother, sister, and parents of Owner(s) or Spouse of Owner(s). Cleaning and occupancy fees will apply unless notified by Owner(s).
- 4) The unit may be rented to number of persons specified by Owner(s). If not specified no more than 4 people in 1 bedroom units and no more than 6 people in 2 bedroom units Unit may not be rented to any person under 25 years of age. No pets are allowed in the unit.
- 5) Agent shall maintain a reservation system to advertise, promoted, and secure rental of units, collect monies, pay Owner(s) sales & use taxes, prepare monthly statements and remit net rent due Owner(s) by the 10th workday of month. Agent will provide Owner(s) with 1099 – Misc. per calendar year and submit 1096 to the IRS.
- 6) Owner(s) agrees to maintain unit and its contents in a clean, safe, and attractive state in accordance with Casa Blanca Declaration of Condominium, Bylaws, and Policies & Procedures. Agent may inspect unit periodically to determine that the standards are being maintained. If Owner(s) fails to maintain unit or correct deficiencies following 30 days' notice from Agent, the Agent may decline to rent the unit until deficiencies are corrected.
- 7) Owner(s) agrees to have received, read and abide by all CBVR Policies and Procedures.
- 8) Owner(s) will provide Agent with any Maintenance Service Agreements, Warranties for Appliances Air Conditioning, Plumbing or Electrical Services. If no service contractors are supplied, Agent will select the contractor.

- 9) Agent is hereby authorized by Owner(s) to make repairs and replace essential items in the amount not to exceed \$100.00 without notifying the Owner(s).
- 10) Agent shall provide a mandatory Fall Deep Cleaning of each unit at Owner(s)' expense. Owner(s) has option to do their own cleaning.
- 11) Agent shall provide inspections of the unit, needed repairs/replacements and standard cleaning service(s), occupancy items and linens to be deducted from Owner(s)' rent proceeds.
- 12) Agent shall register all renter(s) upon arrival, provide keys to unit, and Casa Blanca Rules & Regulations.
- 13) Owner(s) shall provide Agent with unit keys for use during the term of this agreement. Agent will provide secure custody of all unit keys.
- 14) According to the Declaration of Condominium, the minimum stay is 7 days. As of November 2017, 5 or 6 day rentals at any time are allowed. Owners must notify the Manager or Rental office in writing as to their election. In situations where there is less than the minimum requirement between existing lease periods (bookings), the minimum lease period may be reduced.
- 15) Owner(s) must maintain liability insurance for the rental unit.
- 16) Owner(s) does hereby agree to indemnify and hold harmless the Agent, its officers and employees, against any claims, suits, damages, losses, expenses or any other liabilities arising from injury to any person or property occurring on or about the unit and from any other liability to Owner(s) duties, responsibilities and performance required by this Agreement. Owner(s) warrants and represents that he, she, or they is/are the Owner(s) of the unit designated herein and that no other person or firm has authority to sell, let or occupy the unit during the term of this agreement. Agent shall not be liable for theft or damage to personal or real property by renter(s). Any vandalism or destruction of personal or real property will be reported to Owner(s) in a timely manner. Agent's representative will inspect the unit following departures and charge renter(s) as necessary for damages or additional cleaning
- 17) In addition to any remedy provided by the Florida Condominium Act, Agent reserves the right to suspend the rental of the unit if the Owner(s) is more than 30 days in arrears of any monetary obligation owed to Agent. In lieu of suspension, Agent may deduct the amount of outstanding monetary obligation owed to Agent from the gross rental proceeds of the unit.
- 18) If any terms or provision of this agreement shall be declared invalid or unenforceable, the remaining terms and provisions of this agreement shall continue in full force and effect.
- 19) The prevailing party in any action to enforce the terms of this agreement shall be entitled to recovery of attorney's fees and costs.

By: _____
 Agent, The Casa Blanca Association, Inc.

Date: _____

 Owner's Signature

 Owner's Printed Name

 Owner's Signature

 Owner's Printed Name