

SUNCOAST VACATION CONDOS  
LAGO VISTA RESORT  
180 ROYAL PALM DR  
KISSIMMEE, FL 34743  
Telephone (407) 348-5246 Fax (407) 348-5083

**TIMESHARE RENTAL AGREEMENT**  
**LAGO VISTA RESORT**

**NO RENTAL PROCEEDS WILL BE PAID UNLESS THE OWNER'S SOCIAL SECURITY NUMBER IS SUBMITTED WHERE REQUESTED AT THE END OF THIS AGREEMENT.**

THIS RENTAL AGREEMENT MADE \_\_\_/\_\_\_/\_\_\_ between \_\_\_\_\_  
(Owner's name), hereinafter referred to as the Owner, and Suncoast Vacation Condos,  
hereinafter referred to as Agent, regarding Lago Vista Resort.

In as much as the Owner of a specified Unit \_\_\_ Week \_\_\_ indicated does not intend to occupy and has not space-banked that period, and is willing to subordinate their use to a sub-tenant and is desirous of appointing Suncoast Vacation Condos as his agent for rental of said time, it is therefore, AGREED between both parties:

1. The Owner agrees to permit the Agent to rent the Unit Week listed below at the best available rate and number of days as determined by the Agent, at the Agent's sole discretion, per the instructions in paragraph 2 below.

2. The Owner agrees to the payment of a commission to the Agent of thirty-five percent (35%) plus applicable Florida State Service Tax on the commission. Commission and applicable fees shall be deducted from proceeds. There is no fee or expense for listing unit for rental. Commission is earned only if rental is secured. Sales and Resort tax, where applicable, shall be paid by, the Renter and shall not be used in the determination of any commission or compensation.

In order to have the best opportunity to rent unit weeks the agent may from time to time use the services of travel agents or tour groups. It is also helpful to the rental effort if the owner agrees to rent unit weeks for less than the full week, as some renters may wish to occupy for less than a full week. Additionally, in less active periods or periods of inclement weather, rates less than the suggested price schedule may improve chances for rental. If the Owner would like for agent to use any of these items to improve Owner's chances for rentals please indicate willingness below:

If the services of travel agents or tour groups are used, additional commissions of up to 10% MAX be incurred, making the total commission UP TO 45% plus applicable Florida Service taxes.

Please indicate rental source parameters below by circling your choice:

Yes / No      Owner is willing to use the services of Travel Agent and/or tour companies and incur additional commission expense if necessary.

Yes / No      Owner is willing to accept less than a full week stay by renter in their Unit Week(s). If two renters are secured for the same unit week and additional housekeeping charge is incurred of \$ 50.00.

(over)

Yes / No      Owner is willing to accept less than the rate suggested on the price schedule. Agent will use his best efforts to obtain the best possible rate.

The Agent will mail payments to the Owner no later than thirty-days (30) following departure of renter from the resort. **BROKER IS NOT RESPONSIBLE FOR UNCOLLECTED FUNDS.**

Agent will not be responsible for any reservation cancellation. Forfeited deposits, if any, will be distributed to Owner and Agent per the agreed upon commission schedule.

Credit Card companies charge Agent a small percentage when a renter uses a credit card to pay their balance. Such charges shall be deducted from rental proceeds.

3. No rental effort will be made by Agent, unless all maintenance fees, taxes and special assessments are current.

4. No rental effort will be undertaken without receipt of a completed Timeshare Rental Agreement.

5. Reservations will be allocated according to the order in which completed Rental Agreements are received, subject to renter's desires.

6. Agent shall have the **EXCLUSIVE** right of rental of your units. Owners wishing to use their unit after a Rental Agreement has been signed, must inform Agent of cancellation of rental agreement in writing. Cancellation will be accepted only if there is no confirmed reservation for the unit. **IT IS THE SOLE RESPONSIBILITY OF THE OWNER TO VERIFY STATUS OF RENTAL BY CONTACTING BROKER. BROKER CANNOT ACCEPT RESPONSIBILITY FOR KEEPING OWNERS INFORMED AS TO RENTAL STATUS.**

7. Owner agrees to appoint Agent to pursue legal remedies against renter for any loss or damage to the unit during rental period. Agent shall not be responsible for any damages. No pets of any kind allowed.

8. **AGENT DOES NOT GUARANTEE THAT OWNER'S UNIT WILL BE RENTED.**

9. This rental agreement expires at the conclusion of the Timeshare Unit and Week period, which this agreement concerns.

THIS AGREEMENT TO COVER:

Owner's Signature \_\_\_\_\_ UNIT NO \_\_\_\_ WEEK NO \_\_\_\_.

Owner's Address \_\_\_\_\_ Telephone #: \_\_\_\_\_

Social Security # or US Taxpayer ID # of Owner: \_\_\_\_\_

**If Social Security number is not submitted, no rental proceeds will be paid.**

Suncoast Vacation Condos, by: \_\_\_\_\_