

**WINDJAMMER RESORT & BEACH CLUB
CONFIRMATION OF OCCUPANCY**

UNIT _____ WEEK _____ YEAR _____

OWNER (S) _____

Please check mark only **ONE** selection, sign at bottom and return in envelope provided.

_____ I (we) will **OCCUPY** our unit/week. # of Adults _____ # of Children _____

_____ I (we) have **BANKED** with RCI _____ or II _____ or Other _____

_____ I (we) have **LOANED** our unit to: Name: _____

Address: _____

Cell Phone: _____ Email: _____

of Adults: _____ # of Children: _____

_____ **RENT.** I (we) authorize Gulf Eastern Property Management Inc, a licensed real estate Broker, to exclusively offer our unit-week for rent and agree to the following:

NEW AGREEMENT EFFECTIVE NOVEMBER 3, 2012.

This agreement is entered into between the Windjammer Timeshare owner(s) identified above and Gulf Eastern Property Management, Inc., Licensed Real Estate Broker (here "Agent"). In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Appointment of Agent. The undersigned Owner of the Unit Weeks described above appoints Agent as exclusive agent for rental of the Property described above. Owner grants Agent the exclusive right to rent the Unit Weeks for the period, or any portion thereof, herein described, at rates and terms to be established at the sole discretion of Gulf Eastern Property Management, Inc. Rental rates are based upon comparable and historical prevailing rates established by Agent. Prevailing rates are subject to all discounts given, whenever deemed appropriate in Agent's sole discretion to secure the booking. Owner acknowledges that AGENT DOES NOT GUARANTEE THAT ACCOMMODATIONS WILL RENT FOR ANY PARTICULAR TIME SPAN OR AT THE PUBLISHED RACK RATES. It is not the responsibility of Agent to contact owners with regard to rental status of Owner's Property.

2. Commission. Owner agrees to pay to Agent a commission in the amount of 25% of the gross rental received. In the event the renter elects to make payment by credit cards,

Owner agrees to be responsible for and to pay the credit card discount charges and handling charges in the amount of 3.5% of the charged amount.

3. Owner's Share of Net Rental Proceeds. Agent shall remit to Owner 75% of the net rental proceeds less any unpaid maintenance fees, late fees, real estate taxes or other charges that may be due and owing to the Condominium Association. If Owner was delinquent in the payment of maintenance fees in the year of the rental, then any and all proceeds will be credited to the Owners account and applied towards the payment of the following years fees.
4. Non-U.S. Owners. Under current United States Tax Law, Agent is required to and therefore will withhold 30% of the gross rental income collected on behalf of Non-U.S. resident owners and Owners who are citizens, unless such owners provide the Agent with either a U.S. Social Security number or U.S. Federal ID number. The Social Security number or ID number must be on file at the Windjammer Resort prior to the start of the interval to avoid withholding.
5. Deposits. Agent will collect the greater of 25% or \$200.00 as deposit on reservation bookings. In the event of a cancellation with less than 7 days' notice prior to occupancy time, the deposit will be disbursed in the manner as described in the "Commission" statement. However, Agent reserves the right to waive retention of deposits regardless of cancellation time in situations that are deemed "special circumstances" by Agent in its sole discretion. "Special Circumstances" may include, but are not necessarily limited to, death or family emergencies, re-rental of unit, Acts of God, etc. Agent also reserves the right to change the deposit policy at any time without prior notice, and Owner authorizes Agent to resolve any disputes with renters even if that resolution alters deposits or rental rates. Agent will maintain all deposits in a non-interest bearing escrow account.
6. Rental Periods. Agent may rent accommodations either daily or for a full week unless otherwise noted on this agreement. AGENT DOES NOT GUARANTEE A FULL WEEK RENTAL FOR ACCOMMODATIONS LISTED BY OWNER. Agent provides daily cleaning with the exception of Sunday. A minimum of 3 days of cleaning service is required per week for each unit according to the Association By-laws.
7. In-House Unit Exchange. In order to make the rental grid more efficient and increase the probability of securing rentals for the Owners, it is understood that Agent reserves the right to exchange the listed unit week for another unit week of like type and rental value and assign occupancy to the listed unit week.
8. Owner's Warranty. Owner warrants he/she is the owner of the Property described above and fully authorized to enter into this Rental Agreement. Owner has not exchanged the right to use the Property for the Interval listed above via any interval exchange system. Owner has the authority to enter into this Agreement and receive the Owner's share of Net Rental Proceeds on behalf of all co-owners of the Property listed for rental hereunder and agrees to indemnify Agent from any claims by co-owners. Owner acknowledges his understanding that it is the Owner's duty and responsibility to contact Agent to determine the rental status of the Property and that such rental status could be subject to change up until and including the first day of the rental period.
9. Cancellation Fee. Owner agrees to pay to Agent a \$50.00 fee in the event that the Owner cancels this agreement after a rental has been secured, provided Agent is able to

relocate renter to comparable unit, otherwise this agreement will not be cancelled. Further in this regard, Owner authorizes that such cancellation fee may be charged to his/her Windjammer Resort Association Homeowners account and will be subject to late and administrative fees if the balance is not paid within thirty days from the date of the cancellation.

Owner's Signature

Printed Name

Date Signed: _____

PLEASE RETURN THIS AGREEMENT TO:

WINDJAMMER RESORT
4244 EL MAR DRIVE, LAUDERDALE BY THE SEA, FL 33308
FAX: 954-351-9153 Email to: info@windjammerresort.com