

OWNERS RENTAL AGREEMENT

(revised 8/2008)

This AGREEMENT is made and entered into this _____ day of _____ of 20____ by and between AVENTURA BEACH ASSOCIATES LIMITED (the "Agency") 19201 Collins Avenue, North Miami Beach, Florida 33160

And

Name: _____

Social Security No. or Tax Identification #: _____

Address: _____

Home Telephone: _____ Office Telephone: _____

(the "Owner"), regarding Unit No. _____ (the "Unit"), in Aventura Beach Club, a Condominium, North Miami Beach, Florida 33160 ("AVENTURA BEACH CLUB.")

(All Owners to whom statements and documents should be sent by the Agency must appear above. If the Unit is jointly owned, one (1) owner ONLY must be identified above to serve as the Agency's primary contact. All owners must sign the Agreement.)

WITNESSETH:

WHEREAS, the Owner wishes to engage the services of the Agency as exclusive rental agent to offer the Unit for rental under the terms and conditions set forth in the Agreement:

WHEREAS, the Agency desires to operate a rental program at the Aventura Beach Club:

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants herein set forth, the parties hereto agree as follows:

1. EXCLUSIVE RENTAL AGREEMENT:

The Owner hereby appoints the Agency as exclusive rental agent for the Unit and agrees to make the Unit available exclusively to the Agency for rental, and the Agency agrees to offer the Unit for rental, in each case subject to the terms and conditions set forth in this agreement.

2. TERM:

Initially the Unit will be available for rental on _____, 20____. The term of the Agreement shall commence on that date provided that the proper insurance documentation required by Section 16 is submitted to the Agency, and the unit meets the minimum renovation and furniture standards of the rental program, and end on _____, 20____, or a minimum period of one (1) year, whichever comes later. This Agreement shall be renewed and extended automatically, without notice, for successive twelve (12) month periods, unless cancelled by owner thirty (30) days prior to expiration of agreement.

3. RESPONSIBILITIES OF THE AGENCY:

- (a) Agency shall attempt to rent the Unit for hotel guests who wish to occupy such Unit.
- (b) The Owner acknowledges that the services to be performed by the Agency hereunder relate only to the management and rental of the Unit, and this Agreement does not create any

responsibility of the Agency with respect to the common elements of the Aventura Beach Club.

- (c) The Owner hereby specifically authorizes the Agency to enter into such agreements, as the Agency shall deem in its discretion appropriate. The Agency shall set rental rates for the Unit at such times and in such amounts, as it shall in its discretion deem appropriate.

4. DIVISION OF ROOM RENTAL INCOME:

- (a) The Owner agrees that all income and charges resulting from the rental or cancellation or rental of the Unit will be collected by or through the Agency. Should the Owner collect or receive, directly or indirectly (except from the Agency under the terms of this Agreement), any money or other consideration for the use of the Unit during the term of this Agreement, the rental commissions set forth herein shall immediately be due the Agency by the Owner as if the Agency had rented the Unit under this Agreement and all taxes shall be paid by the Agency after collection from the Owner.
- (b) The Owner shall not accept any form of payment or consideration, directly or indirectly, from a guest or occupant of the Unit (except under the specific provisions of this Agreement), and withhold rental commission from the Agency.
- (c) The Owner shall supply Agency with all the necessary tax information to be used by the Agency for enrollment and accounting purposes.
- (d) The Agency shall collect all revenues from rental of the Unit. The Agency shall pay the owner fifty percent (50%) of the Unit's room rental proceeds, less applicable housekeeping and inventory charges, travel agent commissions, credit card commissions, franchise fee, local and state taxes, and any other customary charges.
- (e) The Agency assumes no responsibility for the payment of the Owner's obligations with respect to condominium assessments by the Aventura Beach Club Condominium Association, mortgage payments, income, real property, personal property or other taxes, insurance premiums on policies carried by the Owner, or, any other obligation or debt of the Owner arising in connection with the ownership of the Unit, except as specifically provided for herein. Expenses, charges and assessments relating to the common elements of the Aventura Beach Club will be billed to the Owner directly by the Aventura Beach Club Association, and shall be paid directly by the Owner or the Association as the case may be. Notwithstanding the foregoing, in the event that any of the Owner's condominium maintenance or mortgage payments are thirty (30) days past due, the Owner agrees that the Agency may pay such outstanding maintenance payments to the Aventura Beach Club Condominium Association or mortgage payment to Owner's lender out of the proceeds due to the Owner pursuant to this Section.
- (f) The Owner agrees not to enter the Unit or to permit any person, whether family member, repairman or guest, to enter the Unit, other than during periods of occupancy of the Owner, without prior notification to and coordination with the Agency. If Unit is being rented at the time the Owner or potential buyer wishes to inspect the Unit, the Agency will contact the guest for permission. If acceptable to the guest, entrance to the Unit will be at the time specified by the guest.
- (g) The Owner, in an effort to promote rental business and for other purposes, hereby authorizes the Agency to use the Unit for a reasonable number, but in no event more than one (1) night every other month, of complimentary nights per year, to house individuals, including, but not limited to, (1) advance meeting planners (2) tour planners and (3) travel writers.

5. USE BY OWNER:

- (a) The Owners may reserve the unit for use by the owners non-paying guests at any time at no rental fee, provided that the owner give written notice to the Agency of the date or dates of intended use by the owner. The owner shall notify the Agency in writing via the guest reservation form attached hereto as Schedule "B" of the owner's occupancy requirements for the owner or owners' guests. The agency will attempt to honor all owner requests providing the hotel has availability. Agency will not be able to honor any owner or guest of owner reservations for periods of more than twenty (25) consecutive days. A minimum of thirty (30) days advance notice during off season, May 1-December 20, and sixty (60) days advance notice during season, December 20-April 30, is required. However, exceptions may be made by the Agency if the hotel does not anticipate being sold out. In the event of a long-term rental agreement the owner acknowledges that it may not be possible to accommodate the owner even with the advance notice. The unit will be available for the Owner for a maximum of ninety (90) days per year for their use. If at any time the unit is not rented or reserved, the owner may use the same upon ascertaining such fact from the Agency even though the owner may not have previously reserved. The Agency may from time to time decline owner request for use to accommodate periods of heavy use by hotel guests.
- (b) Owner and Owner's guests shall check-in and checkout of the Unit with the Agency at the beginning and end of their occupancy of the Unit. Owner and Owner's guests shall observe check-in time of 3:00 PM, and checkout time of 12:00 Noon. The Agency may change such check-in and checkout times from time to time.
- (c) After the use of the Unit by the Owner, or the Owner's guest, Agency shall return the Unit to a rentable condition at Owner's expense. Owner shall pay for any housekeeping service provided after such use and during any occupancy by Owner and Owner's guests. The Owner agrees to pay for each cleaning after such use and for each period of Owner's occupancy and/or occupancy by Owner's guests, a housekeeping fee that shall be set at thirty-five dollars (\$35.00). This charge may be levied as frequently as once a week in the event of long term usage or at any time daily housekeeping service is requested by an Owner or Owner's guest. Such housekeeping services shall include a general cleaning of the Unit including dusting, vacuuming, removing of trash and cleaning all bathroom fixtures and surfaces, changing of all linens, and making up of all beds. A forty-eight (48) hour notice is necessary for any additional housekeeping services, such as housekeeping service in advance of Owner's arrival.
- (d) Except as otherwise provided herein, the Agency will not permit the rent-free use of the Unit by anyone without having authorization in writing from the Owner. The Owner shall designate in advance those named individuals who are to be allowed the use of the Unit without payment of rent, and shall specify the time or times such use may be made of the Unit.

6. SALE OF UNIT BY OWNER:

The Owner shall advise the Agency in writing within five (5) days of the Unit being offered for sale. Sales personnel must apply and sign for keys to the Unit for sale at the Agency's office or front desk. In order to ensure proper preparation of the Unit and guest privacy, keys will not be issued to sales personnel twenty-four (24) hours prior to the arrival of a guest and through the period of the guest's occupancy. All keys must be returned on the date of issuance. A monetary deposit, which may be posted by the Owner, will be required of sales personnel as security for any key issued. The Agency specifically denies and the Owner hereby specifically releases the Agency, for all responsibilities for any loss or damage suffered by the Owner as a result of or arising in any way out the Agency's issuance of Unit keys to sales personnel. The Owner shall inform the Agency within twenty-four hours of any transfer of title to the property.

Owner agrees to inform future buyers of the Unit of this Agreement, and to have them agree to its terms prior to closing sale. This Agreement shall be binding upon the Purchaser of the Unit and

may not be cancelled for the terms of the tenancy. Owner hereby agrees to indemnify Agency for any loss to Agency for income due on rentals, which were entered into, while Owner owned the Unit, even if the terms of this agreement have expired. Owner or a successor to Owner may not cancel this Agreement during the tenancy of any tenant procured by Agency.

7. SALE OR TRANSFER OF AGENCY:

Agency may transfer this Agreement to any other subsequent "Agency" due to sale of Agency, transfer of Agency name, principals, etc., with all provisions of this Agreement remaining in full force deemed necessary to accomplish said sale or transfer by the Agency.

8. FINANCIAL ACCOUNTING RECORDS:

The Agency agrees to pay the Owner all amounts due hereunder, at least quarterly. All books and records shall be maintained in accordance with the customary business practices as well as generally accepted accounting principles. The Owner may inspect or have copies of their file at any time upon fifteen (15) days prior written notice.

9. MAINTENANCE OF INCIDENTAL ACCOUNT:

Upon posting of adequate credit, the Owner will be allowed to maintain a sundries account with the Agency for all incidentals purchases of services, valet, food and beverage, pool, or other miscellaneous personal services. Said account will be automatically billed on the fifteenth (15) day of each month.

Among other charges, the Owner and Owners guests shall pay for any and all local and long distance telephone charges from the Unit during their stay. Nothing in this Agreement will restrict the Unit owners from adding a private telephone line to the Unit but the Agency shall not be responsible for any charges on the line whatsoever.

If the Owner shall desire that a designated guest of the Owner staying in the Unit shall pay his or her own incidentals, then the Owner must inform the Agency in writing of that fact on the Guest Reservation Form attached hereto as Schedule "C" prior to the guest's check-in and the guest must establish his or her own incidental account and credit in the ordinary and customary manner, otherwise the Owner will be responsible for such incidental charges. If the Owner's credit is not adequate to cover charges derived in this section, amounts due and owing to the Agency will be taken from the next rental or this account may be cancelled by the Agency.

10. PETS:

Unless otherwise agreed to by the Unit Owner, no pets will be allowed on the premises of the Unit. If the Unit Owner agrees to allow pets on the premises of his Unit or of the Aventura Beach Club, they shall conform to the restrictions set forth by the Aventura Beach Club Condominium Association.

11. MAINTENANCE OF UNIT:

The Owner agrees that, at his or her own and sole expense, the Agency will maintain the Unit and charge the Owner if Owner does not make the required maintenance as needed and requested by the Agency. The Owner agrees that the Agency may replace missing and no longer usable items and charge Owner's account to such costs provided however, that no more than three hundred fifty dollars (\$350.00) will be spent by the Agency for the Owner at one time without prior notification to the Owner. The Owner authorizes the Agency to make, and to charge Owner's account at cost plus fifteen (15) percent (15%) for emergency repairs if, in the Agency's discretion, such emergency repairs are necessary to protect the interior of the Unit, or the interior of other Units or facilities at the Aventura Beach Club from damage.

12. ACCEPTABILITY OF UNIT FOR RENT:

The Owner shall renovate, furnish and maintain the Unit in accordance with uniform standards as determined by the Agency in its sole discretion. The Agency will notify the Owner, in writing when, in the Agency's opinion, the Unit is not acceptable for occupancy. Owner shall have thirty

(30) days in which to correct the deficiencies. The Agency shall at all times have a key to the Unit and shall have the right of inspection of the interior of the Unit in order to satisfy itself that the Unit is being acceptably maintained. The agency can make repairs at cost plus fifteen percent (15%) and put the Unit back in the Rental Program. If the Owner refuses to pay for the repairs the Agency has the right to be reimbursed from the Unit's rental proceeds.

13. COMPLIANCE WITH REGULATIONS:

The Owner hereby acknowledges and requests the Agency to take responsibility for the filing, collection, and reporting of all sales taxes earned in the operation of the Unit. Further, the Owner and the Agency agree to abide by all rules, orders, determinations, ordinances and any other legislation of any federal, state, municipal, or government authority that would pertain to the operation of the Unit.

14. MAJOR HOUSEKEEPING EFFORTS:

The Agency will provide a major house cleaning of the Unit once yearly, or any time deemed necessary by the Agency in its discretion at a reasonable cost to the Owner as described in Schedule "A". Any additional cleaning requested by Owner will be performed by Agency and charged to the Owner's account.

15. INDEMNIFICATION AND HOLD HARMLESS:

- (a) The Owner hereby agrees to indemnify, defend and hold the Agency, and its partners, officers, employees and agents, free and harmless from any claim or liability for injury, loss or damage (including the Agency's reasonable attorney's fees, costs, and disbursements) to any person or entity arising from, related to, or in connection with the use and occupancy of the Unit, except for any such claims, losses or liabilities resulting solely from the gross negligence or willful action or omissions of the Agency. The Owner acknowledges and agrees that the Agency is not responsible for repair, replacement, restoration or redecorating the Unit or the furnishings or personal effects contained therein.
- (b) The Owner covenants that the Agency and its partners, officers, directors, agents and employees shall not be liable for any loss or damage to any person, to Unit equipment, furnishings or appurtenances thereto, or to property of any nature brought thereon resulting from any source, including but not limited to claims for damage resulting from 1): actions or omissions of renters or their guests; 2): injury done or occasioned by wind, rain, or other elements; and/or 3): theft, vandalism, fire, or acts of God. The Agency assumes no responsibilities for lost, stolen or damaged property owned by the Owner other than to notify the Owner of any such loss, theft or damages promptly after the same may actually become known to Agency, or for any lost revenue.

16. COMPREHENSIVE GENERAL PUBLIC LIABILITY INSURANCE:

The Owner shall maintain comprehensive general public liability insurance against claims for personal injury, bodily injury, and death in or about the Unit, with a combined single occurrence limit in an amount not less than three hundred thousand dollars (\$300,000.00). The insurance policy provided for in this paragraph shall name the Owner as the insured and shall also name the Agency as an additional insured. Each such policy shall contain an agreement by the insurance company that such policy shall not be cancelled without at least ten (10) days prior written notice to the Owner and Agency. In the event that any insurance policy provided for in this paragraph is cancelled, the Agency shall have the right to either suspend rental activity for the Unit, place such insurance or charge the account, or to terminate this Agreement.

17. VOTING RIGHTS:

While the Unit is under the terms of this Agreement, the voting rights of the Unit as it pertains to all matters voted on by the Condominium Association, shall be given, via a limited power of attorney proxy, to the Agency. The Agency shall exercise this power in its sole discretion.

18. INSPECTION/SECURITY:

The Agency and/or the Aventura Beach Club Condominium Association will provide regular scheduled inspections of the Unit to ensure that contents are in order and that all appliances, electrical and plumbing systems are in proper working condition.

19. INSURANCE:

The Agency shall maintain such insurance as will protect it from any claims under the Workman's Compensation Act and other employee claims or damages because of bodily injury or death to its employees or subcontractors, agents, or their employees. Certificates of such insurance shall be available for review by the Owner on request.

20. MAIL SERVICE:

The Agency shall accept mail and packages for the Owner and the Owner's guests only, but shall have no liability for proper delivery of the same.

21. AGENCY-OWNER RELATIONSHIP:

This Agreement shall not be deemed to create any relationship of employer and employee between the Owner and the Agency. It is specifically agreed that the Agency is an independent contractor. The Agency shall not be liable or responsible for any damage to the Unit or its contents caused by any person, including any tenant of the Unit or for lost revenue.

22. OTHER CONTRACTS/AGREEMENTS:

This Agreement shall not affect the terms and conditions of any other contract or agreement between the parties.

23. TERMINATION OF AGREEMENT:

This Agreement and the Agency's exclusive authority to accept reservations on behalf of the Owner may be terminated by either party upon thirty (30) days written notice, prior to the end of term of this Agreement subject to all reservations made by the Agency at the date of termination, and adjustments of the Owner's account with the Agency within thirty (30) days after the date of termination. Such written notice shall be delivered personally or by certified or registered mail. Said thirty (30) days period shall commence thirty (30) days prior to the end of the term of this Agreement.

24. SEVERABILITY:

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, all other provisions of this Agreement shall remain in full force and effect.

25. TITLE:

Titles to the various sections hereof are used for convenience of reference only and shall be considered of no effect in the construction of any provisions of this Agreement.

26. ARBITRATION:

Any disputes under this Agreement shall be submitted to binding arbitration in accordance with rules and regulations of the American Arbitration Association. In the event either party shall institute an arbitration based upon any provision of this Agreement or to enforce any rights hereunder, the prevailing party shall be entitled to receive as part of the judgment or award, all of its arbitration expenses, including costs and reasonable attorney's fees.

27. (A) **INTEGRATED AGREEMENT:** This Agreement is an integrated agreement and constitutes the entire agreement among the parties pertaining to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith.

(B) **FLORIDA LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(C) HEIRS AND/OR ASSIGNS: This Agreement shall be binding upon the heirs, executors, administrators, successors and/or assigns of the Owner.

28. NOTICES:

Any notice required to be given pursuant to the provisions of this Agreement shall be in writing and delivered personally or by certified mail, return receipt requested and mailed to the parties at the addresses above.

29. GUARANTEES/POOLING AGREEMENTS:

The Owner acknowledges that there are no investment guarantees of any nature, no pooling agreements whatsoever, and no representations other than what is contained in this Agreement. This Agreement is separate and apart from any other agreements relating to the Unit and/or the property and is not inducement to the other agreements.

The Owner HEREBY acknowledges that he/she has read and understood each term and provision of this Agreement and that all questions have been answered.

UNIT OWNER (S):

AGENCY REPRESENTATIVE:

Aventura Beach Associates

SCHEDULE "A"

HOUSEKEEPING AND INVENTORY SERVICE FEE SCHEDULE

	<u>Annual Spring Cleaning</u> (heavy cleaning)	<u>Regular Cleaning</u>
- Studio size apartment	\$75.00	\$35.00
- Linen Replacement	\$90.00	

SUBJECT TO CHANGE WITHOUT NOTICE

SCHEDULE "B"

OWNER / GUEST RESERVATION FORM
PLEASE FAX TO RESERVATIONS -- (305) 935-5009

UNIT # _____ CHECK ONE: OWNER _____ GUEST OF OWNER _____

GUEST INFORMATION:

Guest First Name/Last Name _____

Home Address _____

City, State, Zip or Country _____

Arrival Date ____ / ____ / ____

Departure Date ____ / ____ / ____

Number of Guests: _____

Incidental Charges Information: _____

Owner's or Guest's Credit Card #: _____ Exp. ____ / ____

Exact name as it appears on Card: _____

Special Requests: _____

I UNDERSTAND THAT ALL OWNERS/ GUESTS ARE REQUIRED TO CHECK-IN AND CHECKOUT OF THE HOTEL AT THE FRONT DESK. I ALSO UNDERSTAND THAT SHOULD GUEST LEAVE AN UNPAID BALANCE WITH THE HOTEL, OWNER WILL BE RESPONSIBLE FOR ALL UNPAID CHARGES.

Print Owner Name _____

Owner Signature _____

Date _____

Confirmation # (for office use only) _____