



ORANGE LAKE
Resort & Country Club

Exclusive Rental Agreement
Please Print All Information

Owner's Name: _____

Mailing Address: _____

City/State/Zip: _____

Home Phone: () _____ Work Phone: () _____

Email: _____ Email 2: _____

Week No. _____ Unit No. _____ Rental Year _____

Week No. _____ Unit No. _____ Rental Year _____

___ "Check here if any of the above contact information is new."

___ I am a U. S. citizen. U. S. Social Security Number (required):

___ I am NOT a U.S. citizen, but have a U.S. Tax Payer Identification Number. (Please include a complete and accurate IRS Form W-8BEN with the signed rental agreement.)

___ I am not a U.S. citizen, and do not meet the criteria to complete form W-8BEN (Please refer to item 12 of the terms and conditions on the reverse side of this agreement for information regarding Federal Income Tax withholding.)

Owner hereby authorizes and contracts with Orange Lake Country Club, Inc. ("Rental Agent") to rent Owner's unit(s) week(s) referenced above ("the Weeks") during the calendar year indicated above pursuant to the terms and conditions on the reverse side of this Exclusive Rental Agreement ("Agreement").

Date _____ Owner _____

Owner _____

"Rental Agent"

Orange Lake Country Club, Inc
Florida Corporation

Date _____ By _____

Authorized Agent

For Internal Use Only

MFB _____ LTR299 _____ Accepted/Entered _____

RCI # _____ SPBK _____ CXL _____

TERMS AND CONDITIONS

1. The Rental Agreement will not be accepted by Rental Agent unless and until all operating assessments, reserve assessments, and taxes are paid and received by ORANGE LAKE COUNTRY CLUB VILLAS CONDOMINIUM ASSOCIATION, INC., ORANGE LAKE COUNTRY CLUB VILLAS CONDOMINIUM ASSOCIATION II, INC., OR ORANGE LAKE COUNTRY CLUB VILLAS CONDOMINIUM ASSOCIATION III, INC., as applicable, and all mortgage payments are current with ORANGE LAKE COUNTRY CLUB, INC.
2. Priority for placement of unit/week(s) on the rental program is determined by the order in which completed rental agreements are received and accepted by Rental Agent. Priority for rental of unit/week(s) is subject to the demand for particular unit size, type and location.
3. Owner hereby grants Rental Agent exclusive authority and power, as Owner's duly authorized agent to:
 - (a) Accept and/or cancel rental agreements and rental reservations for the Week(s); and
 - (b) Collect rents due or to become due from the rental of the Week(s) and give receipts therefore; and
 - (c) Terminate tenancies and sign and serve such notices in the name of the Owner, as Rental Agent deems appropriate.
4. Owner agrees to:
 - (a) Fully and timely perform all of Owner's obligations under the condominium and timeshare plan documents applicable to the Week(s) including, but not limited to, the timely payment of all operating assessments, reserve assessments, ad valorem taxes and other fees and costs; and
 - (b) Be liable and pay for any and all damages or theft resulting from transient occupancy by third parties, to the extent not covered by insurance.
5. This agreement is not assignable by Owner, and Owner shall not sell, rent or otherwise transfer any Week(s) subject to this agreement without first canceling this Agreement pursuant to Paragraph 13 below. In the event Owner fails to comply with this provision by selling, renting or otherwise transferring a Week subject to this Agreement without first providing written cancellation to Rental Agent, Owner shall be liable to Rental Agent for all damages suffered by Rental Agent, including, but not limited to, loss of commission and all expenses involved in satisfying any rental reservations which cannot be fulfilled as a result of Owner's breach.
6. Rental Agent has full authority to determine rental policies and procedures, including, but not limited to, the qualification and acceptability of renters, and reserves the right to reject, in its sole discretion, any rental request that does not comply with the rental policies and procedures promulgated by Rental Agent from time to time.
7. Owner hereby agrees that Rental Agent has full authority and authorization to accept advance deposits from renters and hold such deposits in an interest bearing account with all interest accruing to the Rental Agent.
8. Rental Agent does not guaranty any particular rental amount or rental occupancy. Rental Agent is authorized to rent the Week(s) for such rental amount and in such frequency as Rental Agent determines to be appropriate in Rental Agent's sole discretion.
9. Rental Agent shall not be responsible for the cancellation of reservations made for the Week(s) prior to or during the reservation or rental.
10. The Unit in which the Week(s) are located may be cleaned each day it is rented, depending on the specific rental transaction and term and frequency of rental transactions. The condominium association provides the first cleaning of the Unit at no additional cost to the Owner above applicable operating assessments. All additional cleanings shall be at Owner's expense.
11. Owner agrees to allow Rental Agent to deduct thirty-five percent (35%) of the 'Net Rental' as a commission and consideration for its services. Net Rental shall be defined as the total rent actually received and collected by the Rental Agent from a third party renter, less: (a) commissions due travel agents and/or tour operators, if any, and (b) state and local taxes. The Rental Agent shall remit the Net Rental proceeds to Owner less: (a) the cost of additional Unit cleaning services; (b) any credit card fees payable in connection with the transaction; (c) with respect to non-U.S. citizens, any Federal withholding tax; and (d) any and all sums due and payable from Owner to ORANGE LAKE COUNTRY CLUB VILLAS CONDOMINIUM ASSOCIATION, INC., ORANGE LAKE COUNTRY CLUB VILLAS CONDOMINIUM ASSOCIATION II, INC., OR ORANGE LAKE COUNTRY CLUB VILLAS CONDOMINIUM ASSOCIATION III, INC., as applicable, for operating assessments, reserve assessments and/or ad valorem taxes and/or ORANGE LAKE COUNTRY CLUB, INC., for mortgage payments. The Net Rental, less deductions set forth above, shall be forwarded to Owner within approximately forty-five (45) days following Rental Agents receipt of the same.
12. Net rental due to non-U.S. citizens will be subject to U.S. Federal Income tax withholding of 30% unless Owner submits to Rental Agent prior to disbursement of such monies an accurate, completed and signed IRS Form W-8BEN proving exemption from tax withholding. Rental Agent reserves the right to reject any IRS Form not completely and accurately completed.
13. Owner may cancel this Agreement at any time prior to Rental Agent's acceptance of a reservation or the actual rental of the Week(s), whereupon Owner's occupancy and third party exchange rights shall be restored within a reasonable time thereafter, subject to any and all restrictions and conditions with respect to such rights imposed by Owner's exchange company. If the Week(s) have not been rented, Owner has up to two weeks (14 days) prior to Owner's occupancy date for the Week(s) to cancel this Rental Agreement and place the Week(s) with Owner's exchange company for processing. Once Rental Agent accepts a reservation or rental, Owner shall not be entitled to cancel this Agreement. Cancellation of this Agreement must be in writing and shall not be effective until actually received by Rental Agent. **Cancellation notices must be mailed to Orange Lake Country club, Inc., c/o Orange Lake Country Club, 8505 W. Irlo Bronson Memorial Hwy, Kissimmee, Florida 34747.**
14. This Agreement shall be governed by and construed in accordance with Florida law, and venue shall be in Orange County, Florida.
15. It is understood and agreed that Rental Agent in performing its services described in this Agreement shall be considered at all times and in every manner an independent contractor with Owner. Nothing in this agreement, expressed or implied, is intended or shall be construed to create a joint venture, partnership or other business relationship between the parties other than the contractual terms contained in this Agreement.

RENTAL AGENT MAKES NO GUARANTEES OR PROMISES REGARDING ITS ABILITY TO RENT THE WEEK(S) OR THE AMOUNT OF ANY RENTAL MONIES WHICH MAY BE RECEIVED IN CONNECTION WITH ANY SUCH RENTAL