

Villas at Fortune Place Resort Rental Agreement

Daily Management, Inc.

P.O. Box 730119; Ormond Beach, FL 32173-0119

Phone: (386) 898-0091 Option #1 Reservations Fax: (386) 898-0125

E-mail address: res.office@dmresorts.com

Website: www.dailymanagementresorts.com

This rental agreement applies only to owners who have not deposited with an exchange company or confirmed the use of their ownership week at the resort.

Please PRINT All Information

OWNER'S (S') SOCIAL SECURITY NUMBER(S) IS (ARE) REQUIRED

An additional fee of 30% will be withheld for incomplete, incorrect or missing Social Security number(s)

Year of Rental _____

Owner 1: _____ SS# _____

Owner 2: _____ SS# _____

Address: _____

City, State, Zip: _____ E-mail: _____

Daytime Phone: _____ Evening Phone: _____

Owner must select unit/week they would like to place up for rent:

1st choice _____ 2nd choice _____ if this is a partial week rental, please indicate date(s) unit is to be rented: _____

Management shall use its best judgment in negotiating with potential renters. Final decision shall be at Management's discretion.

This rental and occupancy agreement made and entered into this _____ day of _____ 20_____, by and between _____ hereinafter referred to as "Owner" and Daily Management, Inc., hereinafter referred to as "Management." Whereas, the Owner is the fee simple owner of unit # _____, representing week # _____, at Villas at Fortune Place Resort. Whereas, the Owner is desirous of placing said unit in a rental and occupancy agreement, whereby Management shall have the irrevocable right to rent said unit based upon the following terms and conditions and whereas, Management shall hereafter have the right to place said unit for occupancy on the dates hereinabove specified and at the going rate and at the terms stated hereafter or upon such other rates or terms as may be acceptable to the parties. Therefore, in consideration of the mutual covenants herein expressed together with other good land valuable consideration, it is mutually agreed as follows:

1. That Owner does, by the execution hereof, grant unto Management not only the privilege of offering said unit for transient rental but does further agree to grant unto Management sufficient right of occupancy to said unit to allow Management to exercise control of said unit all of their terms and conditions hereinafter described.
2. Upon rental of this property within the terms of this agreement, Owner does hereby agree to pay Management a commission in the amount of 30% of the gross rental received. Any charges incurred by outside sources will be deducted from commission to Owner accordingly.
3. The burden of responsibility and expense of calling will, in the future, be borne by the Owner. If the Owner is interested in finding out if their respective unit has been rented, it will be the Owner's responsibility to contact Management. PLEASE DO NOT CALL ANY EARLIER THAN 8 WEEKS FROM THE WEEK YOU SELECTED.
4. All non-U.S. resident Owners must provide a Social Security number or a U.S. Government tax-exempt certificate. An additional 30% of the gross rental received will be withheld for non-resident alien tax without this documentation.
5. The Owner may terminate this agreement if there is NO CONFIRMED rental by using one of the following options: Notice of Termination sent by certified mail to Daily Management, Inc. P.O. Box 730119, Ormond Beach, FL 32173 or Notice of Termination sent by fax to 386-898-0125.

NOTE: If Daily Management, Inc. has obtained a rental for the above referenced unit week(s) this rental agreement CANNOT be cancelled.

Management does not guarantee rental of said unit or rental proceeds. Fees and commissions are subject to change without notification.

All maintenance fees must be current prior to entering this contract into the rental program.

RETAIN A PHOTOCOPY OF THIS AGREEMENT FOR YOUR RECORDS

Both parties agree to all terms and conditions stated herein.

Signature of Owner

Date

Signature of Owner

Date

FOR OFFICE USE ONLY:

Account Number: _____ Reservation Number: _____ Unit/Week: _____

Fees paid: Yes or No (if no, how much is due) _____

Reservationist's Initials: _____ Date entered: _____