

WWW.ENGLEWOODBEACHRESORTS.COM

(SOBC) Sea Oats Beach Club - (EBYC) Englewood Beach & Yacht Club
Gulf Boulevard * Englewood, Fl. 34223
SOBC Phone/Fax 941 474-3611 * EBYC phone/fax 941 474-7761

UPDATE 21 – AUGUST 2020

August 2020

Dear Englewood Beach and Yacht Club and Sea Oats Beach Club Members,

We hope this letter finds you and your family in good health and that everything is going well for you.

We are organizing the 2021 schedule book. We get 80% of our rental inquiries regarding weeks 1-20 starting in October and ending in December. The earlier we get your response the better chance we have of renting out your unit successfully.

Week 1 will start on January 2, 2021.

To place your unit into the rental program for 2021, please fill out the resort rental agreement in this update and return it either by email or to the address below as soon as possible:

Sea Oats Beach Club
1720 Gulf Boulevard
Englewood, FL 34223
941 474-3611

Englewood Beach and Yacht Club
1815 Gulf Boulevard
Englewood, FL 34223
941 474-7761

If you have any questions, please feel free to send an email to jalmoslino@vacationfla.com or call Sea Oats Beach Club or Englewood Beach and Yacht Club from Monday through Saturday between 9:00 AM and 5:00 PM EST.

Kelly Joseph, Marina Muehle and John Almoslino
Senior Staff at the resorts.

If you have cancelled your stay due to the Corona Virus, the resorts do own units later in 2020 or 2021 that we can “trade” you into at no charge. If you give me several dates which you can use, I will look to see what is available.

For owners at SOBC and EBYC who are also members of RCI or Interval International, it could be prudent to trade your units now. Resort Condominiums International (RCI) 1800 338-7777 or www.RCI.com
Interval International (I. I.) 1 800 828-8200 or www.Intervalworld.com.

ENGLEWOOD BEACH & YACHT CLUB 2021 RENTAL AGREEMENT

UNIT(S) _____ WEEK(S) _____ IN 2021

THIS TIMESHARE RENTAL AGREEMENT is made the _____ day of _____, 20____, by and between

OWNER _____

CO-OWNER _____

CELL PHONE _____ EMAIL ADDRESS _____

STREET ADDRESS _____

CITY _____ S TATE _____ COUNTRY _____

ZIP CODE _____ HOME PHONE _____ WORK PHONE _____

(herein after referred to as the "Owner(s)" and CUNNINGHAM PROPERTY MANAGEMENT CORP., a Florida corporation, a licensed real estate broker, whose address is 1030 Seaside Drive, Sarasota, Florida 34242 (hereinafter referred to as the "Agent").

1. In consideration of the efforts and services of the Agent, Owner(s) hereby grant Agent the exclusive right for a period of one (1) year, commencing on the date first set forth above, to rent the above Unit Week(s), which are owned by the Owner(s). Each Unit Week shall be rented at the best available rate and number of days as determined by the Agent in its sole discretion, pursuant to the instructions in Paragraph 4 below.

2. Neither the Agent nor any person acting by, through, or under the Agent shall make any use whatsoever of the Unit Week(s) except pursuant to a fully executed rental agreement without the prior written consent of the Owner(s).

3. Owner(s) agree to pay the Agent a commission of twenty-five percent (25%) of the gross rental amount received for each rental period. Sales and resort tax, shall be paid by the renter and shall not be used in the determination of any commission or compensation. The commission is earned only if a rental is secured. The Owner(s) shall be responsible for any fees resulting from the acceptance of credit cards and for any other bank charges incurred by the Agent resulting from this Agreement. Agent is authorized to deduct the commission and applicable expenses from the rent collected; and in the event there are outstanding maintenance fee assessments due to the Association, to apply all or any part of the rental proceeds to such outstanding assessments. Payments to the Owner(s) will be mailed no later than forty-five (45) days following the departure of the renter. THE AGENT IS NOT RESPONSIBLE FOR UNCOLLECTED FUNDS. There is no fee or expense for listing the Unit Weeks for rental.

4. It may be helpful if the Owner(s) agree to rent for less than the full week. Please indicate below:
We will not entertain shorter rental week until 6 days before unit week.

• Owner(s) are willing to accept less than a full week stay by a renter in the Unit Week(s) YES _____ NO _____

If two renters are secured for different time periods during the same Unit Week, an additional housekeeping charge will be incurred.

5. Agent will not be responsible for any reservation cancellation. Any forfeited deposits, will be distributed to the Owner(s) and the Agent per the agreed upon commission schedule.

6. No rental effort will be undertaken without receipt of a completed and fully executed Timeshare Rental Agreement.

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

8. If the Owner(s) wishes to use any of the Unit Week(s) after this Agreement is signed, the Owner(s) must inform Agent in writing of the cancellation of this Agreement as to such Unit Weeks provided, however, any such cancellation will be effective only if there is NO confirmed reservation for those Unit Weeks. It is the sole responsibility of the Owner(s) to verify the status of any rental of the Unit Week(s) by contacting the Agent. Agent cannot accept responsibility for keeping all owners informed of the rental status of their unit weeks.

9. Owner(s) acknowledge and agree that any loss or damage to the Unit, the common elements of the Condominium, or the Owner(s) property during the rental period is the responsibility of the Owner(s). The Agent will collect a damage deposit from the renter.

10. There are no other agreements, promises or understandings either expressed or implied between the Owner(s) and the Agent regarding rental of the Unit Week(s) other than specifically set forth herein, and there can be no alterations of or changes to this Agreement except in writing and signed by the Owner(s) and the Agent. In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

11. Owner(s) hereby acknowledge receipt of a copy of this Agreement. The Owner(s) agree to refer to the Agent all inquires received concerning rental of the Unit Week(s). This listing is taken and this Agreement shall be performed in full compliance with federal, state and local fair housing laws without regard to race, color, religion, age, sex, country or origin or handicap. Agent shall maintain records of all rentals and the income received at the Agent's main office in Sarasota, Florida. The Agent shall be responsible for compliance with all applicable regulations and rules concerning rentals.

12. There are no existing judgments or pending litigation against the Agent resulting from or alleging a violation by the Agent of Chapters 475, 498, 718 or 721, Florida Statutes, or alleging consumer fraud on the part of the Agent.

THERE IS NO GUARANTEE THAT ALL OR ANY PORTION OF THE OWNER(S) UNIT WEEK(S) WILL BE RENTED AT ANY PARTICULAR PRICE OR WITHIN ANY PARTICULAR PERIOD OF TIME.

IN WITNESS WHEREOF, the parties hereto have executed this Timeshare Rental Agreement on the date first set forth above.

SIGNATURES:

DATE: _____

OWNER _____

CO-OWNER _____

AUTHORIZED AGENT, by: *John Almoslino*

DATE: 9/01/2020

RETURN TO: Englewood Beach & Yacht Club, 1815 Gulf Blvd, Englewood, FL 34223

Phone / Fax 941-474-7761

EMAIL jalmoslino@vacationfla.com

SEA OATS BEACH CLUB 2021 RENTAL AGREEMENT

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OWNER _____ SOCIAL SECURITY NO. _____

CO-OWNER _____ SOCIAL SECURITY NO. _____

CELL PHONE _____ EMAIL ADDRESS _____

STREET ADDRESS _____

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11. Owner(s) hereby acknowledge receipt of a copy of this Agreement. The Owner(s) agree to refer to the Agent all inquires received concerning rental of the Unit Week(s). This listing is taken and this Agreement shall be performed in full compliance with federal, state and local fair housing laws without regard to race, color, religion, age, sex, country or origin or handicap. Agent shall maintain records of all rentals and the income received at the Agent's main office in Sarasota, Florida. The Agent shall be responsible for compliance with all applicable regulations and rules concerning rentals.

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