



## RENTAL AGREEMENT

Resort Name: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Unit Assigned: \_\_\_\_\_

Week Assigned : \_\_\_\_\_

Owner Number if applicable: \_\_\_\_\_

I (We): \_\_\_\_\_

(Name as it appears on contract)

hereby authorize SPM to rent my (our) unit owner for \_\_\_\_ (year) use for the best rate available in SPM's sole judgment.

I (we) further agree to inform SPM in writing of any change of plans concerning said rental 30 days prior to the unit(s) use period. If unit is rented, every effort will be made to move the reservation to the next available rental unit: however this cannot be guaranteed.

It is understood and agreed by both parties that SPM does not guarantee the rate of rent charged nor the rentability of said unit(s).

Owner should call 2 weeks prior to determine status of unit. (See also #4 on the back of this page).

30% (Commission Rate) A rental commission will be charged by SPM if the unit is successfully rented.

I (we) further understand and acknowledge that SPM is our exclusive rental Agent for the week and unit listed above.

I (we) have read the rental procedures on the reverse of this form and agree to the renting of my (our) unit in accordance with those procedures.

Please send to:

Ocean Club on Smuggler's Beach  
329 S. Shore Drive  
South Yarmouth, MA 02664

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Home Phone Number

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Social Security # (required)

**One rental agreement per unit**

**SPM RESORTS**  
**VACATION RENTALS**  
**Vacation Rentals**  
**1051 Shine Avenue**  
**Myrtle Beach, SC 29577**

1. All owners requesting rental of their unit/week should contact SPM RESORTS as soon as possible to assure the greatest possibility of rental.
2. Once notified, SPM RESORTS will send the owner this rental agreement, which specifies dates, amounts and other terms of the rental. Please return rental agreement promptly to ensure greatest possibility of rental. All requested information must be completed.
3. SPM RESORTS has developed suggested rental prices; however, we reserve the right to adjust suggested prices according to demand.
4. SPM RESORTS cannot guarantee rental of the unit and accordingly owner is encouraged to contact the resort during the week of occupancy to confirm whether their unit has or has not been rented.
5. SPM RESORTS will deduct a maid service fee for each second or subsequent rental in the same use period. (Fee to be credited to the Homeowners Association Housekeeping Account).
6. It will be necessary that all Homeowner maintenance fees and other outstanding charges be paid prior to placing the unit in the rental pool.
7. Renters will be required to send in a deposit to guarantee the reservation. The balance of the rent will be collected upon arrival. Reservations made within two (2) weeks of the desired usage will require credit card confirmation. When using a credit card, a 4% fee will be deducted from the gross rental revenue.
8. If the renter decides to cancel, they may do so no later than 14 days before the expected time of arrival and will receive a refund of the deposit less \$25.00 which SPM RESORTS will charge as a handling fee.
9. If the renter decides to cancel after the 14 days deadline, the deposit will not be refunded, except in an emergency. SPM RESORTS will remit the deposit, less the rental fee, to the owner. The unit will be placed back into the rental pool. SPM RESORTS, at its sole discretion, shall decide if an emergency exists with respect to the rental.
10. SPM RESORTS reserves the right to transfer a renter to another unit in case of an emergency with that unit or incompatibility or suitability of the unit for the renter.
11. Rental proceeds will be disbursed on or about the 20<sup>th</sup> of the month following the month of rental.
12. Rental Funds are being deposited into an interest bearing account.

Revised 1/08/07