



**OWNER'S RENTAL AGREEMENT**

This agreement, made and entered into this \_\_\_\_ th day of \_\_\_\_ 20\_\_ , by and between Pend Oreille Shores Resort Rental Program (hereinafter referred to as "agent"), and \_\_\_\_\_ (hereinafter referred to as "owner"). Unit number \_\_\_\_\_ will be available for rental beginning \_\_\_\_\_ .

Whereas, owner wishes to offer owner's condominium for rental under the terms and conditions set forth below; and

Whereas, agent plans to market the facilities at the Pend Oreille Shores Resort as a vacation resort; and

Whereas, the maintenance of the goodwill of all renters and prospective renters, exclusive of those destructive or in violation of the terms and conditions set forth below, shall be considered a paramount objective of both parties;

Now, therefore, in consideration of the terms, conditions and the mutual covenants herein set forth, the parties agree as follows:

1. Owner wishes to surrender owner's timeshare interval at Pend Oreille Shores Resort and agent agrees to offer for rental Unit Number \_\_\_\_\_ , Week Number \_\_\_\_\_ located in Hope, Idaho, subject to the terms and conditions set forth herein.
2. Owner agrees that owner cannot now use this interval during this designated time this year without authorization from agent.
3. Owner agrees to pay all maintenance fees outstanding and understands that agent can apply rental income (less management fees) to owner's account if there are delinquent maintenance fees due and owing.
4. Agent agrees to maintain a reservation system through which all rental reservations for Pend Oreille Shores Resort will be processed.
5. Though agent will attempt to rent owner's timeshare interval, owner understands and agrees that owner will not be compensated if agent is unsuccessful in booking a rental.
6. Agent will make every effort to collect a 33% deposit on unit. Should a renter cancel prior to the arrival date or not show, agent will, subject to the cancellation and no-show policy in effect at the Resort, forward deposit amount less standard commission to owner. Owner understands and agrees that owner will not be compensated for cancellations or no-show if agent has been unsuccessful in collecting a deposit or if cancellation occurs outside the 60 day limit.
7. Owner understands that reservations may not lead to rental stays and that information provided by agent regarding advance reservations may not be construed as a guarantee of a rental stay. Owner will be compensated for cancellations or no-shows only as provided in Section 6 above. Owner will be compensated for the actual duration of renter's stay, regardless of the length of the original booking.
8. For its services hereunder and reimbursement for promotion of rental of the interval unit, agent will be compensated not less than 33 percent (33%) of the gross receipts, excluding additional cleaning or other miscellaneous charges, after state, federal and occupancy taxes are deducted.
9. One full cleaning is included in the annual maintenance fee paid by owner. All additional cleanings as necessitated by rental stays will be the responsibility of the owner.
10. The service charge levied by credit card companies for payment via credit card will be absorbed by the agent. State, Federal, and any occupancy taxes will be deducted from the total before computing owner's portion of rental income.
11. Rental rates may be adjusted by agent. Agent reserves the right to offer discounted or promotional rates. Owner's rental income will be based on the rate actually charged for any stay.
12. Owner may, at any time, contact agent to learn the status of owner's interval week. Owner may, at any time, elect to use any unrented portion of his interval week by notifying agent's reservation department, 24 hours in advance, of owner's desire to do so.
13. This agreement shall not affect the terms and conditions of any other contract or agreement between the parties.
14. Owner releases agent of all liabilities pertaining to the interval and rental thereof, other than gross neglect.

May we rent your week to another OWNER at a 25% discount? \_\_\_\_Yes \_\_\_\_ No

Do you want to rent your unit BY THE WEEK ONLY? \_\_\_\_ Yes \_\_\_\_ No

In witness whereof, the parties hereto have executed this agreement the day and year first above written.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Pend Oreille Shores Resort Representative

**Owner Information:**

The first person named on the deed will receive distributions, notices, information, etc.:

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

Home Phone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Cell Phone: ( ) \_\_\_\_\_