

DEFENDER RESORTS RENTAL AGREEMENT

Resort Name: Beachside Village Resort Condominiums Today's Date: _____

Unit(s) Assigned: _____ Week(s) Assigned: _____ Owner Number(s): _____

I (we): _____
(Name as it appears on contract and hereinafter "Owner")

hereby appoint DEFENDER RESORTS INC. hereinafter "Agent" as agent to rent my (our) unit(s) owned for _____ (year) use at the best rate available in Agent's sole judgment.

NOW THEREFORE, it is agreed by and between Owner and Agent:

1. The Agent shall act on owner's behalf to rent the week or partial week specified at rates determined by Agent. Agent reserves the right to discount the suggested rental rates according to demand.
2. It is understood and agreed by both parties that Agent does not guarantee the rate of rent charged or the rentability of said unit.
3. The owner agrees to inform Agent 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.
4. Owner should contact the resort 18 days prior to rental to determine status of unit. If the unit is not reserved at this time Owner may decide to use, exchange or leave it in the rental program.
5. A thirty percent (30%) rental fee will be deducted from any proceeds if the unit is successfully rented.
6. Agent 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)
7. Owner placing said week in Agents Rental Pool in no way relieves Owner of responsibility for paying maintenance fees. All fees and/or outstanding charges must be paid prior to placing the unit in the rental pool.
8. Agent will deduct a **4% fee** when a credit card is used for payment of rental. This fee will offset charges incurred for use of the credit card merchant account.
9. A deposit will be required to guarantee the reservation. The balance of rent will be collected upon arrival. Owner proceeds will be disbursed on or about the 20th of the month following the month of rental.
10. If the renter chooses to cancel, it must be no later than 14 days prior to arrival. The renter will receive a refund of deposit, less \$25.00 which Agent will charge as a processing fee.
11. If the renter chooses to cancel after the 14th day deadline, the deposit will not be refunded. Agent will remit the deposit, less the rental and credit card fees, to the owner. The Owner's unit will be placed back into the rental pool.
12. Agent reserves the right to transfer a renter to another unit in case of an emergency with Owner's unit or incompatibility or suitability of the unit for the rental and no proceeds shall be expected by Owner.
13. Owner acknowledges that Agent is the exclusive rental agent for the week(s) and unit(s) listed above.
14. Owner should retain a copy of this agreement for Owner's record. All information required below must be complete or this form will be returned and will not be listed until the correct information required is received.

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

Mail or Fax completed agreement to:

Owner Signature: _____

BEACHSIDE VILLAGE RESORT CONDOMINIUMS

Address: _____

45 SURF DRIVE

City, State, Zip: _____

FALMOUTH, MASSACHUSETTS 02540

Home Telephone: _____

Daytime Telephone: _____

Fax Number: 508/548/4574

E-mail Address: _____

Telephone Number: 508/548/4581 or 508/548/3975

Social Security#: _____

(REQUIRED)