CNE Vacation Rental Exclusive Right to Lease Agreement

642 Briarwood Boulevard ~ Naples, Florida 34104
Phone (239) 455-8335 Fax (239) 353-9498
www.CNEvacationRental.com

This Exclusive Right and Authority to Lease Contract is made and entered into on _____day of _____20___ between CNE Vacation Rental and _____ owner of _____ to which owner has an exclusive right of use and the right to lease legally described as follows: _____
_____

Beginning on the _____ day of _____, 20___

TERMS OF RENTAL RATES CNE's Right to Lease shall be for the following rates or any other which owner agrees.

Seasonal Rent: Between $ _____ per month _____ per week (Dec through April)

Off Season Rent: Between $ _____ per month _____ per week (May through Nov)

Membership Transfer fees $ _____ _____ Application fee paid by guest

Rental Restrictions: _____

Smoking: ___prohibited or ___permitted **Pets** ___prohibited or ___permitted **Pet Deposit** ____refundable ____ nonrefundable

Type of permitted pets: _____

Amount of Pet Deposit: _____ Number of Keys: _____ and _____ Garage Door openers.

OWNER'S OBLIGATION TO CNE:

Owner agrees to pay CNE Vacation Rental compensation of 20% of all rental income collected. If owner rents unit, owner will pay CNE compensation of 12% of rent due, excludes owners guests.

- If a CNE guest returns and enters into a new lease of owners' property within 36 months after termination date of this contract, CNE shall be compensated full 20%. Owner authorizes CNE to act as a single agent of Owner.
- Owner is responsible for providing the local phone line in property, a minimum of Basic Cable, Internet, Electric and Water; CNE will make every effort to keep these costs to a minimum.
- Owner will pay CNE a management fee per month of $100.00 **Owner's Initials _____** (acknowledging monthly management fee) This fee includes services such as marketing, accounting for rentals, scheduling of departure cleans and their costs, handling all association applications & membership transfers, handling all problems that might arise, annual inspection, welcome baskets for each guest with their first days coffee, cream, sugar, tea, and the scheduling and overseeing of repairs and maintenance, (Details upon request) CNE has established relationships with more then 50 different vendors to ensure timely and quality service at the lowest possible cost to owners.
- Owner Web service for direct access to your up to the minute statements, advance booking calendars, etc Cost $25 per month and is required to have your property listed on the CNE Online Booking site. **Owner's Initials _____**

CNE OBLIGATION TO OWNER:

CNE agrees to use diligent effort to provide rentals for owner on year round basis, including local and international advertising. CNE will negotiate leases and renewals of leases in accordance with the terms of Rental Rates above, and take all reasonable precautions to prevent damage to owner's property during guest occupancy. CNE will perform the following:

- Execute leases on behalf of Owner to lease property on owner's behalf
- Use a lockbox system to access and show property (One time Cost to Owner $75.00) **Owner's Initials _____**
- Make a final inspection of Property at conclusion of lease
- Photo Shoot and video tour by professional Videographer on your property at a cost of $425 per property is a mandatory set up fee to be listed on the www.CNEvacationRental.com site along with many others To have your web page translated for the German web sites there is an optional $350 Set up fee for German Page.
- Make all Sales Tax Payments in accordance with all state and local tax department regulations
- Send detailed breakdown of rental income to owner with each check after departure of guest. We will deposit rental monies at request of owners with local banking centers provided we have all correct information.
- CNE Vacation Rental can and will book your property up to a year in advance without direct reference to you and will assume you property is available unless we have been advised otherwise by the owner. If CNE has booking in

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said property and owner would also like to use property and the booking cannot be moved CNE's booking will take precedence.

MISCELLANEOUS:

- The Property shall be offered, shown and available for lease to all persons without regard to race, color, sex, religion, national origin, or handicap, in compliance with federal, state, and local fair housing laws.
- Owner represents that all signatures representing full ownership of the property appear on this contract and there are no other owners.
- Owner authorizes CNE to collect funds deposited by guest, and if the prospective guest shall forfeit deposit, CNE is entitled to one-half of said deposit, but not to exceed the total amount of leasing compensation CNE would have received.
- Owner also authorizes CNE to receive all rents and taxes due, and disburse upon departure of guests. Sales and tourist tax **must be paid** on all owner bookings as well; please forward the rent to our office by arrival of each guest, we will then pay the taxes on our consolidated tax return for that month, include it in your statement, and return payment to you less a 12% compensation.
- Owner understands that this contract does not guarantee the lease of the property, but that CNE agents will make all diligent efforts to lease until this contract is terminated.
- Owner agrees to hold CNE harmless from all liability, damages, suits, or claims with any and all matters from or related to this contract including but not limited to, injuries to guests or property by any person. Nothing in this contract shall make CNE responsible for any condition created or caused by any act of Owner, Guest, or any other person or Property with or without Guests consent.
- Wear and Tear ~ Dirty traffic areas on carpet and upholstery, slight scratches on furniture, dirt on bedding, chipped/broken glasses and dishes, minor dings on walls, stains on patio/pool deck area, missing towels and small replaceable items are all considered to be wear and tear. Damages ~ Un-removable, deep stains on carpet, upholstery, furniture, and bedding or broken glass windows or tables, cigarette burns, writing on the walls, and holes in walls or doors. This type is "billable" to the guest.

Both Owner and CNE Vacation Rental may terminate this contract giving 3 months calendar notice. Owner will honor any rental agreements already entered into on behalf of owner and extend beyond the 3 months; we will not enter into any contract beyond 12 months without obtaining owners permission. Please understand in vacation rentals it is not unusual for a guest to book a property 12 months or more in advance.

BEFORE SIGNING, OWNER HAS REVEIWED THE TERMS AND CONDITIONS ON ALL PAGES OF THIS CONTRACT.

Owner's Signature: _____ Date: _____

Owner's Printed Name: _____ Social Security #: _____

Owner's Signature: _____ Date: _____

Owner's Printed Name: _____ Social Security #: _____

Owner's Mailing Address: _____

_____

Owner's Telephone Number: Home: (_____) _____ Work: (_____) _____

Cell: (_____) _____ Fax: (_____) _____ Email: _____

Property Telephone Number: (_____)_____ or Fax #: (_____)_____

Agent's Signature: _____ Date: _____

Agent's Printed Name: _____Kim Bennett _____ Email: CneVacation@aol.com

Agent's Telephone Number: Office: (239) 455-8335 _____facsimile: (239) 353-9498 _____

Agents Office Address: _____642 Briarwood Boulevard ~ Naples, Florida 34104_____

Copy returned to **Owner** on the ____ day of _____, 200___ by: ☐ Mail ☐ Facsimile Initials: _____