

**DEFENDER RESORTS RENTAL AGREEMENT**

Resort Name: ATALAYA TOWERS Today's Date: \_\_\_\_\_

Unit(s) Assigned: \_\_\_\_\_ Week(s) Assigned: \_\_\_\_\_ Owner Number(s): \_\_\_\_\_

I (we): \_\_\_\_\_  
(Name as it appears on contract)

hereby appoint DEFENDER RESORTS as Agent to rent my (our) unit(s) owned for \_\_\_\_\_ (year) use at the best rate available in DEFENDER RESORTS' 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 DEFENDER RESORTS. DEFENDER RESORTS reserves the right to discount the suggested rental rates according to demand.
2. It is understood and agreed by both parties that DEFENDER RESORTS does not guarantee the rate of rent charged nor the rentability of said unit(s).
3. The owner agrees to inform DEFENDER RESORTS 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 call the resort 2 weeks prior to rental to determine status of unit. If the unit has not been rented at this time you may decide to use, exchange or leave it in the rental program.
5. A 25 % rental fee will be charged by DEFENDER RESORTS if the unit is successfully rented. Prior to distribution, gross rental proceeds obtained for rental of the property will be reduced by any applicable cost or charges, including any third party commissions such as travel agent, wholesale or internet booking commissions.
6. DEFENDER 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)
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. DEFENDER RESORTS will deduct a **4% fee** when a credit card is used for payment of rental. This fee will offset charges incurred to the Homeowners Association for use of the 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 20<sup>th</sup> of the month following the month of rental.
10. If the renter decides to cancel, he may do so no later than 14 days prior to arrival. The renter will receive a refund of deposit, less \$25.00 which DEFENDER RESORTS will charge as a processing fee.
11. If the renter decides to cancel after the 14<sup>th</sup> day deadline, the deposit will not be refunded. DEFENDER RESORTS will remit the deposit, less associated fees, to the owner. The unit will be placed back into the rental pool.
12. DEFENDER 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 rental.
13. Owner acknowledges that DEFENDER RESORTS is the exclusive rental agent for the week(s) and unit(s) listed above.
14. Please retain a copy of this agreement for your files. The 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.

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

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

City, State, Zip: \_\_\_\_\_

Home Telephone: \_\_\_\_\_

Daytime Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Social Security#: \_\_\_\_\_

(REQUIRED)

**Mail or Fax completed agreement to:**

**ATALAYA TOWERS  
912 N WACCAMAW DR  
GARDEN CITY, SC 29576**

**FAX# 843-651-1612**

**ATTN: ATALAYA TOWERS**