

# Outdoor Resorts at Orlando, Inc. – Owner Rental Program Agreement

Owner Names (per Deed): \_\_\_\_\_

Owner Mailing Address: \_\_\_\_\_

Main Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

Main Email: \_\_\_\_\_

Alternate Email: \_\_\_\_\_

Tax ID/SS#: \_\_\_\_\_

Tax ID/SS# Belongs To: \_\_\_\_\_

## Definitions

The following definitions apply to this Agreement:

- “Unit”: Part of the condominium property known as Outdoor Resorts at Orlando, Inc., which is subject to the private ownership of the Owner or Owners (hereinafter referred to jointly and severally as “Owner” or “Owners”) named above and which is described by Lot Number below, and as the term “condominium property” is defined in the Declaration of Condominium of Outdoor Resorts at Orlando, Inc., a Condominium.
- “Trailer Unit”: A lot with a trailer or Park Model located on the property.
- “Site”: An empty lot without a trailer or Park Model located on the property.

## Owner Participation in Rental Program

The undersigned as Owners of the following property within Outdoor Resorts at Orlando, Inc. do hereby agree with Outdoor Resorts at Orlando, Inc., (hereinafter referred to as “ORO”), in consideration of the conditions set forth below, to submit the below specified Unit for participation in the rental program operated and administered exclusively by ORO:

Please check only one and provide the required information:

A **Site**, specifically, **Lot No.** \_\_\_\_\_. All subsequent provisions in this Agreement referring to “Unit” or “Site” but not “Trailer Unit” apply to this Agreement; or

A **Trailer Unit**, specifically, **Lot No.** \_\_\_\_\_, with \_\_\_\_\_ **bedroom(s)** and \_\_\_\_\_ **bathroom(s)**. All subsequent provisions in this Agreement referring to “Unit” or “Trailer Unit” but not “Site” apply to this Agreement.

Trailer Unit restrictions for rental (all Trailer Units are non-smoking):

- Maximum number of people permitted to occupy my Trailer Unit while renting: \_\_\_\_\_
- Allow renters with children:  Yes  No
- Allow renters with pets:  Yes  No

## **Term of Agreement**

The term of this Agreement begins on the date the Agreement has been signed by all parties and extends through June 30, 2022 as the initial term. This Agreement automatically renews on July 1 of each year for a term of 12 months (through June 30 of the following year) unless written notice to terminate the Agreement is delivered by either party before June 1. If written notice to terminate the Agreement is delivered by either party before June 1, the term of this Agreement expires on June 30 of that year. Upon termination, the Owner shall pay ORO any fees, commissions, and expenses due under the terms of this Agreement. ORO has the option to terminate this Agreement early if Owner violates the terms of the rental program or sells the Unit.

**Notice:** Under the terms of this Agreement, any notice to ORO is to be mailed or hand delivered to 9000 US Highway 192, #1000, Attention: Rental Coordinator, Clermont, Florida 34714. Any notice to the Owner is to be delivered to the Owner at the main email address set forth in this Agreement or to such other address as the Owner designates in writing to ORO.

## **Rental Availability of Unit**

Owner agrees that the Unit is available for rental for the duration of this Agreement, except for the dates listed in Attachment A, which are reserved for personal use by the Owner, family, or guests. With the automatic renewal of this Agreement, Owner can provide additional dates by June 1 to reserve the unit for personal use during the automatic renewal term. Owner agrees that any additional dates or changes in personal use will be honored provided the Unit is available, or if the Unit is not available, provided that there is another similar Unit available during the same time period at the same rate and the renter consents to being relocated.

Owner agrees that ownership of the Unit will not be changed for the duration of this Agreement unless approved in writing in advance by ORO.

For the payment of all deposits, rents, fees, and state and county taxes (currently 12%), the paying guests will contact the ORO Rental Coordinator with their credit card information. A cleaning will be scheduled upon departure from the Trailer Unit at the Owner's expense.

To ensure maximum rental of the Unit, all Trailer Units will be offered for rental on a weekly or monthly basis, and all Sites will be offered for rental on a daily, weekly, or monthly basis. ORO may agree to a longer term, but ORO is not required to do so.

## **Appointment of ORO as Agent of Owner**

Owner hereby appoints ORO as its exclusive agent to negotiate, make, execute, acknowledge, and deliver leases of the Unit pursuant to this Agreement, the Rental Program's policies and procedures, as they may be amended from time to time, and on such covenants, conditions, and terms as ORO shall deem proper; to receive and collect all rents and all other amounts due as security for the faithful performance of any such leases, and all rents that may thereafter become due and payable by virtue of such leases; to in Owner's name make, sign, give, and deliver receipts for such payments; and for the purpose of securing any and all of the aforesaid rights, to bring, prosecute, try, appeal, maintain, compromise, and settle any and all legal actions or proceedings, including for eviction, possession, and damages, as ORO may deem just and proper. ORO's rights and powers as they relate to the prosecution and compromise of legal actions shall be exercised through its attorney. For purposes of these grants of authority, and pursuant to this Agreement, Owner grants to ORO full power and authority to do and perform every act necessary, requisite or proper to be done in and about the premises, as if Owner were personally present, with full power of substitution and revocation, all consistent with the purposes of this agency. Owner hereby ratifies all acts which ORO does pursuant to the power and authority herein conferred.

## Rental Payments and Conditions

All Trailer Units and Sites shall be rented according to the rates established by ORO. ORO may periodically adjust its rental rates as needed. It is understood that in the event of an Owner-Sponsored Rental, the rates for that rental may be established by the Owner. The current rental rates, which include electricity, are as follows:

Type of Unit	Daily	Weekly	Monthly	Additional Day
Trailer Unit	N/A	\$325-\$550	\$1250-\$2150	\$55-\$80
Site (November 15 to April 15)	\$60	\$420	\$37.50 per day	\$37.50
Site (April 16 to November 14)	\$45	\$315	\$27.50 per day	\$27.50

**Rental Rate Discounts:** All units offer a discount of 10% off the rental rate for Veterans and Military members. All Sites accept the Good Sam discount of 10% off the daily rental rate for a maximum of seven days, year-round.

If your unit is a **Trailer Unit**, select whether you will allow ORO to discount the rental rates during the off-season, April 16 to November 14:

- My Trailer Unit rental rate may be discounted by \$50 weekly (\$200 monthly) during the off-season.
- My Trailer Unit rental rate may not be discounted during the off-season, except for the Military discount.

If your unit is an **RV Site**, select whether you will allow ORO to discount the rental rates during the off-season, April 16 to November 14:

- My Site daily rental rate may be discounted by 50% (up to 7 days) for Passport America members during the off-season.
- My Site daily rental rate may not be discounted during the off-season, except for the Good Sam and Military discount.

## ORO Fees

Owner agrees that ORO, as rental agent, shall handle all correspondence, communications, reservations, and lease agreements with renters or prospective renters of the Unit. ORO shall register each lawful renter of the Unit and use its best efforts to collect from each lawful renter 100% of all monies due, **including Florida State Sales Tax and Polk County tourist tax**. Owner agrees that ORO shall retain 25% of the rental rate for all Sites and Trailer Units. If an Owner submits the name of an owner-sponsored renter, ORO shall retain only 15% of the rental rate. **Owner agrees that any renter provided by ORO cannot be claimed as an owner-sponsored renter for future rentals until two years after the arrival date of the renter's initial rental through the rental program.**

For discounted rental rates outlined above, ORO agrees to retain its fees based on the reduced rental rate. The calculation of ORO's fee for a rental shall not include the taxes or cleaning fee paid by the renter.

ORO agrees to remit to Owner 75% of all deposits rightfully retained due to cancelled reservations as outlined in the cancellation policy, less the cancellation fee. The cancellation policy is published with the Rental Program policies and procedures on the website at [outdoorresortsoflorida.com](http://outdoorresortsoflorida.com). ORO agrees to remit to Owner all of the monies collected during the course of a rental, less its agreed fee, legal expenses incurred in connection with the rental, any actual expenditures ORO makes on behalf of Owner for cleaning of the Trailer Unit, parts and labor for maintenance/repairs to the Unit up to \$150.00, and a service fee not exceeding \$50.00 for call-outs by ORO maintenance department personnel. For repairs exceeding \$150.00, ORO will contact Owner before proceeding with such repair to make appropriate arrangements. Notwithstanding the foregoing, emergency repairs may be made on Owner's account, if ORO is unable to contact Owner following reasonable efforts, the Trailer Unit is occupied, and the issue requiring repair concerns heating or cooling, or an issue that could render the Unit uninhabitable. Owner agrees to reimburse ORO for necessary emergency repairs. The determination whether any repair is necessary and/or an emergency shall be at the sole discretion of ORO. All rental monies collected and due the Owner will be remitted to Owner within 15 days of the close of each month, unless Owner is delinquent in a monetary obligation due ORO, in which event the rental monies collected and due the Owner may be applied to such obligation. If the dollar amount of a payment due the Owner is less than \$10.00, payment will not be made until the amount accumulates to \$10.00 or more.

### **ORO Responsibility**

ORO agrees to conduct a preseason inspection and a post-rental inspection for the Trailer Unit or Site. ORO further agrees to arrange to have the Trailer Unit cleaned at the prevailing rate following each rental, the cost of which will be charged to the Owner directly. The cleaning and inspection checklists are included in the Rental Program policy and procedures available on the website at [outdoorresortsoflorida.com](http://outdoorresortsoflorida.com). ORO agrees to collect the Florida State Sales Tax and the Polk County Tourist Tax from renters and to pay these taxes on behalf of Owner.

### **Owner Responsibility**

Trailer Unit Owner agrees to (1) remove valuables and personal articles from the Trailer Unit, (2) equip the Trailer Unit with housekeeping items adequate for the maximum number of guests in the Trailer Unit as outlined in the Rental Program policy and procedures available on the website at [outdoorresortsoflorida.com](http://outdoorresortsoflorida.com), (3) maintain Trailer Unit in a clean, pleasant, livable condition and in good repair as determined by ORO, (4) assure appliances are in good working order, (5) assure HVAC systems are in good working order, (6) repair, clean, and/or purchase items listed on the preseason inspection report, and (7) provide five sets of keys to ORO, as well as one mailbox key.

Site Owner agrees to (1) maintain Site in a clean, usable condition, (2) assure that water, sewer, and electrical connections are in good, working order, and (3) repair/clean items listed on the preseason inspection report.

### **Cleaning**

Trailer Unit Owner agrees that ORO will arrange to have the Unit cleaned after each rental and charge Owner the prevailing rate for the Trailer Unit following each rental of the Trailer Unit. The cleaning checklists are included in the Rental Program policy and procedures available on the website at [outdoorresortsoflorida.com](http://outdoorresortsoflorida.com). Heavily-used and/or pet-approved units may incur additional cleaning fees. Trailer Unit Owner agrees that a pre-season house cleaning and carpet cleaning will be performed once a year, at Owner expense. Site Owner agrees a mandatory pressure washing of the concrete pad will be performed once a year, at Owner expense. ORO will schedule these services for Owner. Other cleaning services, such as trailer wash, vinyl window cleaning, blinds cleaning, picnic table cleaning, etc., may be required at an additional cost to the Owner based on the pre-season or post-rental inspections.

## **Indemnity and Insurance**

Owner shall maintain a minimum of \$300,000 coverage of liability insurance on the Trailer Unit or Site that lists ORO and its agents as additional insured. Owner must provide proof of coverage to ORO by either a copy of the policy declaration page showing the Trailer Unit or Site number, the limits of liability coverage, and the expiration date of the policy, or by providing a copy of the certificate of liability insurance. It is the Owner's responsibility to provide ORO with up-to-date liability policy information. When this Agreement automatically renews, or the insurance policy renews or is changed, Owner must provide proof of coverage to ORO.

## **Photography and Advertising Consent**

Owner grants full permission to ORO to use photographs, video, and images of the exterior and interior of the Trailer Unit or Site for advertising and promotional purposes, and waives all rights of privacy and/or compensation in connection with the use of these photographs. Owner also waives all rights to inspect or approve the photographs and the written copy associated with the photographs.

## **COVID-19 Release**

Owner agrees to release and hold harmless Outdoor Resorts at Orlando, Inc. (ORO), its officers, directors, members, contractors, vendors, unit owners, and agents from all liability to Owners and their personal representatives, heirs, and next of kin, for any loss, damage, harm, illness, infection, or claim of any type arising from or in any way relating to exposure to or infection by COVID-19 in connection with rentals within ORO or use of its common elements, even if the same is a result of negligence of ORO, its officers, directors, members, contractors, vendors, unit owners, and agents. Owners assume full and sole responsibility for themselves and their health while within ORO and using its common elements.

## **Rental Program Policies and Frequently Asked Questions**

ORO shall prepare, maintain, and, from time to time, update the Rental Program policies and frequently asked questions (FAQ) on the website ([outdoorresortsoflorida.com](http://outdoorresortsoflorida.com)) for interested Owners and renters. The terms of the Rental Program policies and FAQ shall be binding on Owners and renters unless a provision therein directly and expressly conflicts with a provision within this Agreement.

## **Choice of Law**

This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Florida, excluding any law if the effect of such law would cause this Agreement to be governed by or construed, interpreted, or enforced in accordance with the laws of a jurisdiction other than Florida. The parties agree and consent that the Tenth Judicial Circuit in and for Polk County, Florida shall be the exclusive, proper, and convenient venue for any legal proceeding relating to this Agreement or a rental hereunder, regardless of whether the claim sounds in tort or contract or otherwise, and each of them waives any claim or defense, whether asserted by motions or pleadings that Polk County, Florida is an improper or inconvenient venue. The parties stipulate that this Agreement was negotiated in and entered into in Polk County, State of Florida.

## **Entire Agreement**

This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to its subject matter. No prior or subsequent course of conduct, oral understandings, statements, promises, or inducements contrary to the terms of this Agreement may be used to construe or alter the terms of this Agreement. No representations, warranties, covenants, or conditions, expressed or implied, other than as set forth herein have been made by the parties.

## **Severability**

All rights, powers, and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.

## **Effect of Agreement**

This Agreement shall insure to the benefit of and be binding upon the parties and their respective successors, assigns, beneficiaries, heirs, personal representatives, and estates.

## **Anti-Waiver Provision**

No forbearance of any breach or threatened breach of any provision of this Agreement shall be construed to be a waiver of such breach or threatened breach or any subsequent breach or threatened breach, whether or not of the same or similar nature, unless such waiver is reduced to writing and signed by the parties. Any waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach or threatened breach of any provision of this Agreement, whether or not of the same or similar nature.

## **Necessity of Writing for Waiver, Change, or Modification**

No waiver, change, or modification of any provision of this Agreement shall be effective unless made in writing and signed by the parties. No course of conduct, oral statement, or understandings by the parties may be used to construe or interpret any provision of this Agreement.

## **Assignment**

Each of the parties to this Agreement can assign its rights and duties under this Agreement, but only with the advance written consent of the other party.

## **Attorney's Fees and Costs**

If either party seeks to interpret or enforce this Agreement, or any part of it, through litigation, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including, without limitation, reasonable attorney's fees at all levels of pre-litigation, litigation, post-litigation, appeal, at all mandatory or court-ordered alternative dispute resolution preparations and proceedings, and at all levels of any bankruptcy proceedings.

## **Pronouns, Headings, and Captions**

All pronouns and their variations shall be deemed to refer to the masculine, feminine, or neuter, and to be singular or plural as appropriate. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

**PLEASE NOTE:** This contract will not be honored unless all blanks are completed and a copy of the Owner’s current liability insurance policy is included. Copies of this signed Agreement transmitted via facsimile or otherwise shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed as of the date last written below.

**Owners: All deeded owners must sign below.**

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

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

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

**Outdoor Resorts at Orlando, Inc.**

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

Date: \_\_\_\_\_

Board President

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## Attachment A: Personal Use Reservation Dates

Owner reserves the Unit for personal use by the Owner, family, or Owner’s guests on the dates listed below.

Name	Arrival Date	Departure Date	Total Rental Charge	ORO Use