

# CAPITAL VACATIONS™

## RENTAL AGREEMENT

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

Today's Date: \_\_\_\_\_

Unit Assigned: \_\_\_\_\_

Week Assigned: \_\_\_\_\_

Owner Number if applicable: \_\_\_\_\_

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

hereby authorize **Capital Vacations** to rent my (our) unit owned for use for \_\_\_\_\_ (year) use for the best rate available in **Capital Vacations'** sole judgment.

I (we) further agree to inform **Capital Vacations** 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.

It is understood and agreed by both parties that **Capital Vacations** does not guarantee the rate of rent charged or the rentability of said unit(s), and can contract with independent travel agents, online travel agents, and others to assist in marketing and promotion of rentals. In such cases, additional fees will apply (20% Expedia and 15% Booking.com commission).

Owner should call (2) weeks prior to rental to determine status of unit. (See also #4 below). A 20% rental commission will be charged by **Capital Vacations** if the unit is successfully rented. I (we) further understand and acknowledge that **Capital Vacations** is our exclusive rental Agent for the week and unit listed above. I (we) have read the rental procedures below and agree to the renting of my (our) unit in accordance with those procedures.

### PLEASE SEND TO:

Club Ocean Villas II TSOA  
PO Box 3199  
Ocean City, MD 21843

Phone 410-524-0880  
Fax 410-524-3073

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Home Phone Number

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Email Address (required)

\_\_\_\_\_  
Social Security Number (required)

### One Rental Agreement Per Unit

1. All owners requesting rental of their unit/week should contact **Capital Vacations** as soon as possible to assure the greatest possibility of rental.
2. **Capital Vacations** reserves the right to contract with independent travel agents, online travel agents and others to assist in marketing and promotion of rentals. In such cases, additional fees will apply.
3. **Capital Vacations** has developed suggested rental prices; however, we reserve the right to adjust suggested prices according to demand.
4. **Capital Vacations** cannot guarantee rental of the unit and accordingly owner is encouraged to contact the resort during the week of occupancy to confirm whether their unit has or has not been rented.

5. **Capital Vacations** 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).
6. It will be necessary that all Homeowners maintenance fees and other outstanding charges be paid prior to placing the unit in the rental pool.
7. Renters will be required to send in a deposit to guarantee the reservation. The balance of the rent will be collected upon arrival. Reservations made within two (2) weeks of the desired usage will require credit card confirmation. When using a credit card, a 4% fee will be deducted from the gross rental revenue.
8. If the renter decides to cancel, they may do so no later than 14 days before the expected time of arrival and will receive a refund of the deposit less \$25.00 which **Capital Vacations** will charge as a handling fee.
9. If the renter decides to cancel after the 14 days deadline, the deposit will not be refunded, except in an emergency. **Capital Vacations** will remit the deposit, less the rental commission, to the owner. The unit will be placed back into the rental pool at **Capital Vacations'** sole discretion, and they shall decide if an emergency exists with respect to the rental refund.
10. **Capital Vacations** reserves the right to transfer a renter to another unit in case of an emergency with the unit or incompatibility or suitability of the unit for the renter.
11. Rental proceeds will be disbursed on or about the 20th of the month following the month of rental.
12. **Rental Funds are being deposited into an interest bearing account.**

**IMPORTANT NOTE**

We must receive your Rental Agreement at least two (2) weeks prior to the date of the week that you want deposited in order for you to be part of the rental pool.