

# Village of Winnepesaukee Timeshare Owners Assoc.

Village of Winnepesaukee Timeshare Owners Assoc.  
P.O. BOX 5276, WEIRS BEACH, NH 03247-5276

## AGENCY RENTAL AGREEMENT

This agreement is made on this the \_\_\_\_ day of \_\_\_\_\_, 20

By and between \_\_\_\_\_ BUILDING \_\_\_\_\_ UNIT # \_\_\_\_\_ WEEK \_\_\_\_\_ DATE \_\_\_\_\_

(VWTOA OWNER)

Mailing address: \_\_\_\_\_

# & Street City State Zip code

Soc.Sec.# \_\_\_\_\_ HomePhone \_\_\_\_\_ Fax \_\_\_\_\_ CellPhone \_\_\_\_\_

E-mail address \_\_\_\_\_

\_\_\_\_\_  
(VWTOA OWNER) and Village of Winnepesaukee Timeshare Owners Assoc. of 243 Endicott Street North  
(P.O.Box 5276), Weirs Beach, NH 03247 (RENTAL AGENT).

In consideration of the mutual covenants and agreements as set forth below, VWTOA OWNER, hereinafter referred to as OWNER, grants to RENTAL AGENT the exclusive right to let out for rent a certain condominium Unit identified as Unit# \_\_\_\_\_ Weekly date \_\_\_\_\_ in Building \_\_\_\_\_ at the Village at Winnepesaukee, 243 Endicott Street North, Weirs Beach, NH 03247.

OWNER agrees as follows:

- (1) That neither the OWNER nor his guests shall occupy or independently sublet the UNIT during the term of this agreement without the express knowledge and consent in writing of the RENTAL AGENT. Such request will not be unreasonably withheld, provided that RENTAL AGENT shall be entitled to the commission as set forth below for any calendar dates that the UNIT is rented to persons other than OWNER'S immediate family or guests during the term of this agreement.
- (2) That RENTAL AGENT shall have the right to charge any rental amounts, security deposits, deposits and charges in its sole discretion it deems appropriate and reasonable for rentals of the Unit.
- (3) That OWNER grants the RENTAL AGENT the authority to execute on behalf of the OWNER, as his AGENT, any and all forms and/or leases necessary in order to effect a rental of the Unit. The OWNER expressly acknowledges that the RENTAL AGENT is serving as his AGENT.
- (4) That RENTAL AGENT shall have the exclusive right to collect all deposits, rents, charges and security deposits due as a result of the rental of the UNIT pursuant to this agreement. Any funds so due which are paid directly to the OWNER shall forthwith be delivered to the RENTAL AGENT.
- (5) RENTAL AGENT shall be entitled to retain a commission on gross rents collected under the following schedule:
  - (a) 25% of Gross Rents paid by cash or check.
  - (b) 28% of Gross Rents on any portion paid by credit card for bank service fee.
  - (c) 50% of any deposit, which is defaulted by renter prior to beginning of rental period.

RENTAL AGENT agrees as follows:

- (1) To use its best efforts to promote the UNIT for rent including the payment of advertising and promotional expenses.
- (2) To undertake, at its own expense to administer and supervise reservations, collection of deposits, state taxes, collection of rental payments and damage security deposits, check-in, post departure inspection, accounting and bookkeeping services.
- (3) To pay to OWNER the net amount due on rents collected within fifteen (15) days following the month in which any rental occupancy has occurred.
- (4) To use its best efforts to collect all rentals and excess damages due as a result of rental of the UNIT.

9. OWNER agrees that the RENTAL AGENT has made no representation that it will:

- (a) Actually rent the unit or produce rental income (but only that it will offer the Unit for rent), or
- (b) Assume responsibility for damage to the Unit, theft or misuse as a result of rental use (but only to collect a reasonable security deposit which may be applied against such damage or misuse), or
- (c) Collect all rentals or excess damages due as a result of rentals of the Unit (but only that it will use its best efforts to collect same).

10. Make and enforce reasonable rules and regulations from time to time as are necessary to or convenient in carrying out the intention and purpose of this agreement.

11. Take such action, including legal action, as it may judge necessary or advisable to remove from any Unit any person wrongfully occupying the same. Any such legal action may be brought in the name of LRMC, or in the name of the OWNER or the Renter wrongfully deprived of such occupancy and use.

12. This Agreement shall be in effect beginning the date this Agreement was executed through the date of ownership contained elsewhere herein and terminate immediately thereafter.

13. This Agreement shall constitute the entire Agreement between the contracting parties, and variance or modification thereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

14. RENTAL AGENT shall not be liable for any error of judgment nor for any loss or damage arising out of any act or omission so long as it acts or omissions to act in good faith; provided, however, that nothing herein contained shall be deemed to relieve RENTAL AGENT of responsibility for loss or damage arising out of its negligence in repairing, restoring, cleaning and maintaining the Units (as to which Rental Agent maintains its own insurance). Owner will indemnify Rental Agent against and hold harmless from any liability, damages, costs and expenses (including reasonable attorney's fees) sustained or incurred for injury to any person or property in, about, and in connection with the Units. From any cause whatsoever, including any act or omission of Rental Agent so long its act or omission was in good faith or merely a consequence of erroneous judgment or at the instruction of Owner.

PROVIDED FURTHER that this agreement may be terminated by either party upon thirty (30) days written notice to the other party but shall continue in effect to the extent that the rental agreements have been obtained prior to the receipt of such notice.

IN WITNESS WHEREOF the parties have signed their names on the day and year first hereinabove written.

\_\_\_\_\_  
VWTOA OWNER

\_\_\_\_\_  
VWTOA OWNER

\_\_\_\_\_  
Duly Authorized Agent

Village of Winnepesaukee Timeshare Owners

**PO BOX 5276 Weirs Beach, NH 03247 (603)366-4878 FAX 1-888-897-7302**