



## CASA YBEL RESORT PARTNERSHIP

2255 West Gulf Drive • Sanibel Island, Florida 33957 • (239) 472-3145 • 1-800-276-4753 • Fax (239) 472-2109

### EXCLUSIVE TIMESHARE CONTRACT

Date \_\_\_\_\_, Owner(s) of the timeshare period(s) listed below, hereby appoint Casa Ybel Resort Partnership as my agent for the rental of said week(s). Both parties hereby agree:

1. Casa Ybel Resort Partnership will have the EXCLUSIVE right to rent Owner's unit(s). Owner may not exchange, rent, use, or otherwise commit these units after signing this contract. This contract will not be cancelled without the prior written approval of Casa Ybel Resort Partnership. Requests for such cancellation by owner will only be considered when received in writing at the address of this contract.
2. Owner agrees that Casa Ybel Resort Partnership is entitled to a commission, to be deducted from all rental proceeds, after all operating costs have been deducted, based upon the following schedule:

One to four weeks 35%  
Five or more weeks 30%

To be eligible for multi-week discounts, all rental weeks must be part of the same resort and listed with Casa Ybel Resort Partnership simultaneously, at least 90 days prior to the start of the earliest week.

3. The timeshare period(s) listed below will not be listed unless all maintenance fees, taxes and special assessments are current.
4. Owner agrees to permit Casa Ybel Resort Partnership to rent the period(s) listed below at the best available rate and number of days as determined by Casa Ybel Resort Partnership, at its sole discretion. Casa Ybel Resort Partnership will not be held responsible for any reservation cancellations and will have sole authority to assign renters to units for which it holds Timeshare Rental Contracts.
5. Casa Ybel Resort Partnership will use its best efforts to obtain suitable renters for owner's unit(s), but makes no guarantees in this regard. Owner(s) understand that if Casa Ybel Resort Partnership is unable to obtain suitable renters for owner's unit(s), and no use of owner's unit(s) is made, owner will nevertheless remain responsible for the payment of all maintenance fees, taxes, and other assessments associated with unit ownership.
6. This contract may be submitted up to two years in advance, and expires at the conclusion of the timeshare period(s) listed below. Rental priority of all units subjected to exclusive contracts is determined by the order in which completed exclusive contracts are received and accepted by Casa Ybel Resort Partnership and on the specific unit types requested by renters. The highest priority for rent is assigned to the earliest executed contract.
7. Any changes made to this contract will render the contract null and void.
8. This contract is not valid without Owner's U.S. Social Security or U.S. Tax I.D. Number.
9. If owner(s) is/are a foreign person or entity, Casa Ybel Resort Partnership is required by U.S. law to withhold 30% of all gross income to owner(s) unless owner(s) provides a properly completed Internal Revenue Service Form 4224 including U.S. Social Security or U.S. Tax I.D. Number.

\_\_\_\_\_  
Signature of Owner

Signer warrants that he/she has the authority to execute this contract and does so with the consent of all Owners named on the deed.

\_\_\_\_\_  
Printed Name(s)

\_\_\_\_\_  
Owner's Address

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

\_\_\_\_\_  
U.S. Social Security or U.S. Tax I.D. #

\_\_\_\_\_  
Daytime Telephone Number

#### THIS RENTAL CONTRACT COVERS:

Unit # \_\_\_\_\_ Week # \_\_\_\_\_ Dates \_\_\_\_ / \_\_\_\_ / \_\_\_\_ - \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Unit # \_\_\_\_\_ Week # \_\_\_\_\_ Dates \_\_\_\_ / \_\_\_\_ / \_\_\_\_ - \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Unit # \_\_\_\_\_ Week # \_\_\_\_\_ Dates \_\_\_\_ / \_\_\_\_ / \_\_\_\_ - \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Unit # \_\_\_\_\_ Week # \_\_\_\_\_ Dates \_\_\_\_ / \_\_\_\_ / \_\_\_\_ - \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Unit # \_\_\_\_\_ Week # \_\_\_\_\_ Dates \_\_\_\_ / \_\_\_\_ / \_\_\_\_ - \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Accepted by:

\_\_\_\_\_  
Casa Ybel Resort Partnership

This contract is not valid until approved by Casa Ybel Resort Partnership.  
An executed copy of this contract will be returned to you for your records.