



## Helpful tidbits to know before diving into the Pend Oreille Shores Resort's Rental Pool:

Please remember that we have hundreds of units up for rent each year, while most owners have only one or two units to worry about. Therefore, we ask that you contact the Resort for the rental status of your specific interval: (208) 264-5828 ext. 171.

Many owners set a date for themselves (for example, two weeks before their occupancy date) to call the Resort and check on their interval.

It is in the Resort's best interest as well as the individual owners to get as much rental income out of each interval as possible. If you requested to rent your unit by the week only and your unit hasn't rented within two weeks of your check-in date, we will go ahead and rent out your unit for any length of stay possible. As the occupancy date gets closer, the chance of renting obviously gets smaller and you must then depend on walk-ins as opposed to previously planned occupancies. We have lost 4-5 night rentals because we have not been able to get a timely response from owners that had put their units up for rent by the week only!

As stated in the agreement, the Resort in no way can guarantee that your unit will rent, nor can we predict whether or not there will be a last minute cancellation. While we do have Association owned units available for rent, we let the potential guest know what units are available and then they choose if they want a one or two bedroom, upstairs or downstairs, waterfront or near the Athletic Club, etc. The intervals listed online consist of both owner and HOA-owned inventory.

If, after reading the information on the other side, you have any questions, please call Resort Services at (208) 264-5828 ext. 171.





47390 Hwy 200 Hope, ID 83836 208-264-5828 Fax (208) 264-5967 E-Mail info@posresort.com

OWNER'S RENTAL AGREEMENT

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Pend Oreille Shores Resort Rental Program (hereinafter referred to as "agent"), and \_\_\_\_\_ (hereinafter referred to as "owner"). Unit number \_\_\_\_\_ will be available for rental beginning \_\_\_\_\_. Whereas, owner wishes to offer owner's condominium for rental under the terms and conditions set forth below; and Whereas, agent plans to market the facilities at the Pend Oreille Shores Resort as a vacation resort; and Whereas, the maintenance of the goodwill of all renters and prospective renters, exclusive of those destructive or in violation of the terms and conditions set forth below, shall be considered a paramount objective of both parties; Now, therefore, in consideration of the terms, conditions and the mutual covenants herein set forth, the parties agree as follows:

- 1. Owner wishes to surrender owner's timeshare interval at Pend Oreille Shores Resort and agent agrees to offer for rental Unit Number \_\_\_\_, Week Number \_\_\_\_ located in Hope, Idaho, subject to the terms and conditions set forth herein.
2. Owner agrees that owner cannot now use the condominium units during designated rental weeks/days this year without authorization from agent.
3. Owner agrees to pay all maintenance fees outstanding and understands that agent can apply rental income (less management fees) to owner's account if there are delinquent maintenance fees due and owing.
4. Agent agrees to maintain a reservation system through which all rental reservations for Pend Oreille Shores Resort will be processed.
5. Though agent will attempt to rent owner's condominium, owner understands and agrees that owner will not be compensated if agent is unsuccessful in booking a rental.
6. Agent will make every effort to collect a 33% deposit on unit. Should a renter cancel prior to the arrival date or not show, agent will, subject to the cancellation and no-show policy in effect at the Resort, forward deposit amount less standard commission to owner. Owner understands and agrees that owner will not be compensated for cancellations or no-show if agent has been unsuccessful in collecting a deposit or if cancellation occurs outside the 60 day limit.
7. Owner understands that reservations may not lead to rental stays and that information provided by agent regarding advance reservations may not be construed as a guarantee of a rental stay. Owner will be compensated for cancellations or no-shows only as provided in Section 6 above. Owner will be compensated for the actual duration of renter's stay, regardless of the length of the original booking.
8. For its services hereunder and reimbursement for promotion of rental of the interval unit, agent will be compensated not less than 30 percent (30%) of the gross receipts, excluding additional cleaning or other miscellaneous charges, after state, federal and occupancy taxes are deducted.
9. One full cleaning is included in the annual maintenance fee paid by owner. All additional cleanings as necessitated by rental stays will be the responsibility of the owner.
10. The service charge levied by credit card companies for payment via credit card will be absorbed by the agent. State, Federal, and any occupancy taxes will be deducted from the total before computing owner's portion of rental income.
11. Rental rates may be adjusted by agent. Agent reserves the right to offer discounted or promotional rates. Owner's rental income will be based on the rate actually charged for any stay.
12. Owner may, at any time, contact agent to learn the status of owner's interval week. Owner may, at any time, elect to use any unrented portion of his interval week by notifying agent's reservation department, 24 hours in advance, of owner's desire to do so.
13. This agreement shall not affect the terms and conditions of any other contract or agreement between the parties.
14. Owner releases agent of all liabilities pertaining to the interval and rental thereof, other than gross neglect.

Do you want to give a fellow OWNER at a 25% discount? \_\_\_Yes \_\_\_ No
Do you want to rent your unit BY THE WEEK ONLY if possible? \_\_\_ Yes \_\_\_ No
(if not rented BY THE WEEK ONLY 2 weeks before occupancy date, we will rent your unit any way possible)
In witness whereof, the parties hereto have executed this agreement the day and year first above written.

Owner Signature \_\_\_\_\_ Pend Oreille Shores Resort Representative \_\_\_\_\_

Owner Information:
In case of joint ownership, designate owner to receive distributions, notices, information, etc.:
Name: \_\_\_\_\_ Home Phone: ( ) \_\_\_\_\_
Address: \_\_\_\_\_ Business Phone: ( ) \_\_\_\_\_
Soc. Sec. # (over \$600 IRS form 1099 req.) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_