

**OCEAN POINTE
RENTAL MANAGEMENT AGREEMENT**

STATE OF FLORIDA

COUNTY OF MONROE

THIS RENTAL AGREEMENT ("Agreement") is made and entered into this 30 day of May, 2019, by and between PROVIDENT ATLANTIC RESORTS, INC., a Florida corporation, (hereinafter referred to as "Company") and:

Owner Name(s) as it appears on Deed 500 Burton Enterprises, LLC

Address 10945 SW 82 Ave, Miami FL 33156

Contact Person (if different than above) Nelson Diaz

Mailing address (if different than above) same

Home Phone# 305-490-3414 Office Phone# _____ E mail address Diaz@sostrategy.com (jointly and individually hereinafter referred to as "Owner")

WHEREAS, OWNER wishes to engage the services of COMPANY as EXCLUSIVE RENTAL AGENT to offer unit for rental under the terms and conditions set forth below and:

WHEREAS, COMPANY plans to advertise and promote the rental property at OCEAN POINTE (the "Resort") as a transient rental accommodation, in accordance with Chapter 509, Florida Statutes, and other applicable laws governing public lodging establishments.

WHEREAS, the maintenance of the good will of all renters and prospective renters exclusive of those destructive of property 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. **Definitions:** As used in this Agreement, all amendments hereof and thereof, the following definitions shall prevail:
 - a. *Rental Unit* means Owner's Unit 5315 (the Unit) together with the undivided share of the common elements and liability for common expenses appurtenant thereto.
 - b. *Rotation System* means the rental management system used by Company in order to provide that all Units placed in a Unit Group are fairly and equitably offered for rental.
 - c. *Unit Group* means the collection of Units as determined by Company based upon size, location, furnishings and rental rate.
 - d. *Base Rental Income* means all monies received by Company from the renting of the Unit (not including packaged rate components, such as charges for local telephone service, complimentary continental breakfast, meals, beverages, etc.), less travel agent commissions and/or credit card fees.
 - e. *Net Rental Income* means base rental income less Company commissions as herein below defined.
 - f. *Tenant or Guest* means any person or persons other than Owner who rents the Unit pursuant to the reservation policies outlined herein below.
2. **Agency.** Owner hereby retains Company as its sole and exclusive agent for purposes of Renting Unit to others and Company agrees to act as such rental agent subject to the terms and conditions set forth herein. Except as specifically provided herein, all decisions concerning the day-to-day operation of the Unit as a transient rental accommodation shall be made by Company, including, but not limited to, decisions regarding rental rates, marketing, staffing, maintenance, housekeeping, reservation policies, and collection of rental proceeds. Owner agrees and acknowledges that the names, addresses and telephone numbers of guests who rent the Unit constitute proprietary information belonging to Company and shall not be available for inspection by Owner.
3. **Term.** The initial term ("Initial Term") of this Agreement shall be for 24 months commencing as of the date hereof, or the date Owner takes title to Unit, whichever occurs later. This Agreement shall be automatically renewed for a like period unless canceled by either party upon ninety (90) days written notice prior to the end of the initial term, or any renewal term in effect.
4. **Undertakings by Company.** Company hereby agrees that it shall:
 - a. Maintain and operate a rental program designed to offer condominiums at the Property for rental to others;
 - b. Maintain a rental management office to be used as an administrative, reservation, service, housekeeping and reception center;
 - c. Advertise and promote the rental of condominium units at the resort;
 - d. Develop, maintain and administer a reservation system;
 - e. Maintain and operate an accounting system designed to appropriately report and administer the monthly disbursement of funds received in connection with the rental of the Unit and to collect all sums due and owing in connection with the rental of the Unit;
 - f. Forward a detailed monthly statement with net rental income (if applicable), on the twenty-fifth (25th) day of the month following the recognition of rental revenue identifying the nights Unit was occupied, whether it was occupied by a Tenant or the owner, the rate

- charged for said rental, and whether any additional charges or credits as herein below outlined were included in the monthly statement; retain all forfeited deposits for the sole benefit of Company;
- g. Absorb all bad checks and/or credit card losses so that Company's receipt of such shall not adversely affect Owner's net rental income and Owner shall receive payment for the rental as if Company received payment for said rental period;
 - h. Assist the Owner in maintaining the Unit in a state of good condition and repair by:
 - (i) conducting a periodic inventory of all major furnishings and equipment;
 - (ii) providing the Owner with a periodic report reflecting the condition of the Unit, with written recommendations for improvements;
 - i. Provide a hotel-type PBX telephone system and local service access for which Owner agrees to pay Company a reasonable monthly fee; Owner acknowledges that the telephone system is owned exclusively by Company, and that Company shall be responsible for all costs associated with telephone service and equipment, and entitled to all charges billed to guest.
5. **Undertakings by Owner.** The Owner hereby agrees to:
- a. Provide furnishings and accessories, including towels and linens, of high quality, style and utility, which are in conformance with Company's standards and Basic Furniture Package, as the same may be revised from time to time;
 - b. Provide telephone connections in the Unit that are connected to Company's central telephone system;
 - c. Maintain the Unit in good condition and repair;
 - d. Provide pest control services to the Unit on a monthly basis, unless already provided by the Association;
 - e. Owner acknowledges that in the event Company is unable to reasonably recover furnishing repair or replacement costs from rental guests, any such costs shall be the responsibility of Owner.
 - f. Provide service contracts for all major appliances and HVAC systems, subsequent to expiration of any applicable warranties;
 - g. Provide unit keys;
6. **Sale of Unit.** Owner agrees to promptly provide Company with a copy of any executed listing agreement for the sale of the Unit, or any executed contract to sell the Unit which contemplates closing to occur during the Agreement Term. This Agreement shall automatically terminate upon the sale of the Unit by Owner. Neither Owner nor any agent of Owner shall show the Unit for sale without prior authorization from Company, which authorization may be withheld by Company during any period that the Unit is rented to a guest. The Owner further agrees to notify Company in writing of the closing on the sale of the Unit with such notice being given at least five (5) days prior to such closing.
7. **Unit Rental.** Company and Owner hereby agree to the following:
- a. Company shall have the sole and exclusive right to establish the rental rates for the Unit and to adjust such rates from time to time;
 - b. Company shall have the right to use the Unit for up to ten (10) nights per calendar year for promotional or administrative use without any rental charged and without any fees, commissions or the like payable to Company or any rental income payable to the Owner. In the event Owner requests use of the Unit during the time it has been reserved for complimentary use, Owner will be given preference and the complimentary reservation moved.
8. **Maintenance of the Unit.** Owner shall be responsible for all costs associated with maintaining the Unit (including all furnishings, appliances, heating/air conditioning, door locks, plumbing and electrical systems) in good clean working condition, as determined by Company, and as otherwise required by applicable law.
- a. Owner hereby agrees that in the event any items are missing, become substantially damaged or are for any reason no longer useable, or require maintenance/repairs, Company shall have the right to replace or repair items and deduct the cost from any amounts due and owing to Owner, or to bill Owner directly, provided, however, should the cost to replace or repair any item exceed the sum of three hundred dollars (\$300.00), Company shall first notify Owner of such cost.
 - b. In case of an emergency, items of maintenance, replacement or repair in excess of three hundred dollars (\$300.00) may be made by Company, without prior notification to Owner, in order to preserve the Unit or prevent further damage.
 - c. For any item of maintenance, replacement or repair performed by Company, Owner shall be charged Company's cost to perform such item, along with a reasonable labor charge.
 - d. For any item of maintenance, replacement or repair performed by third party, owner shall be charged solely cost to perform such item.
 - e. Company shall have the right to withdraw Unit from the reservation system and to suspend its attempts to rent the unit until all required items have been corrected, substituted, repaired or replaced as the case may be.
 - f. Failure by Owner to make or approve any item of maintenance, replacement or repair recommended by Company within sixty (60) days following such recommendation, shall give Company the right to terminate this agreement, in accordance with Section 16 of this agreement.
9. **Non-Compete.** Both parties acknowledge that this agreement anticipates both parties acting in the best interest of this Agreement and Owner further acknowledges that no action will take place, including utilizing or passing on information to any competitor in the rental business and Owner agrees that he himself (or herself) will not compete to the detriment of Company.
- It is the intent of the parties that this Agreement is executed for the purposes stated herein (i.e., Owner's engagement of Company as exclusive rental agent to offer Unit for rental).
- Notwithstanding anything contained herein to the contrary, Company reserves the right to immediately terminate this agreement if owner takes any action Company, in its sole discretion, deems to be detrimental to Company or Company's rental program.
10. **Compensation.** The Owner agrees to pay to Company as compensation for its services the following:
- a. A one-time non-refundable enrollment fee of \$500.00 per Unit (paid at signing of agreement or disbursed at closing).
 - b. Forty (40%) percent of the daily Base Rental Income resulting from Company's rental of the Unit

- c. Twenty-five (25%) percent of the daily Base Rental Income resulting from Owner referred rentals. All Owner referral reservations shall be made by Owner and be pursuant to rates established by Company. Payment by Owner referred guests shall be solely collected by Company and remitted to Owner pursuant to terms of this agreement.
11. **Owner's Use and Rental of the Unit.** The Owner and Company hereby agree that:
- a. Owner shall not occupy or permit the use of the Unit at any time without reserving such periods of occupancy through Company;
 - b. Owner shall have unlimited occupancy rights to Unit for personal use subject to the terms provided herein.
 - c. Owner shall not be entitled to reserve or occupy the Unit during any time for which Company has previously issued a confirmed reservation to guest, unless Company is able to reasonably relocate guest to another Unit.
 - d. No commission shall be payable to Company for any periods during which the Unit is occupied by Owner or for periods not to exceed fourteen (14) days in any year of the agreement term in which the Unit is occupied by Owner's nonpaying guests (Friend of Owner). For each day in excess of fourteen (14) days in any year of the agreement term in which the Unit is occupied by Friend of Owner, Owner shall pay Company an amount equal to twenty-five percent (25%) of Company's published daily rental rate for the Unit.
 - e. Company shall provide Owner with two (2) complimentary departure cleans per year.
12. **Limited Power of Attorney.** Owner does hereby irrevocably name, constitute, and appoint Company, its legal representatives, successors and assigns as Owner's attorney-in-fact for the life of this Agreement for the limited purpose of insuring that Tenant(s) have full access to all common areas associated with the Unit and that any and all building maintenance activities are promptly undertaken.
13. **Insurance.** Owner shall, at Owner's expense, maintain in effect an adequate amount of property damage and premises liability insurance. In this regard, Owner expressly acknowledges and agrees that Company shall in no way be liable for any damage the Unit or its furnishings may suffer in connection with the rental of the Unit as a transient accommodation, except in the event such damage is the result of Company's gross negligence or willful misconduct. The premises liability insurance shall be in a minimum amount of three hundred thousand dollars (\$300,000.00) for each occurrence. All policies shall include Company as an additional named insured and shall be with a financially sound and reputable insurance company acceptable to Company. All policies shall also include a provision requiring Company to receive thirty days written notification from each and every insurance company before any policy is canceled or not renewed for any reason, including, but not limited to, failure by Owner to pay the premium due. Owner shall provide Company with Certificates of Insurance consistent with the provisions of this Paragraph upon Company's request.
14. **Taxes.** Owner shall be responsible for their own tax liability associated with the use and rental of the Unit as a transient accommodation. Sales tax due on rental proceeds which are collected by Company from guests will be paid to the appropriate governmental entities by Company.
15. **No Representation of Occupancy Levels.** Owner acknowledges that Company has made no representations or guarantees regarding the occupancy level of the Unit or the amount of rental proceeds Owner can expect to receive as a result of Company's efforts under this Agreement.
16. **Default.** In the event either party defaults in the performance of any of its obligations under this Agreement, in addition to any other remedies provided herein or by applicable law, the non-defaulting party shall have the right to terminate this Agreement if within 30 days after providing the defaulting party with notice of the default and the intent to terminate, the default remains uncured.
17. **Entire Agreement and Waiver.** This Agreement contains the entire agreement of the parties. No waiver of any covenant or condition of this Agreement by either party shall be deemed to imply or constitute a further waiver of same of any other covenant or condition of this Agreement. No modification, amendment, release, discharge or waiver of any provisions hereof shall be of any force, effect or value unless in writing signed by the party to be charged.
18. **Indemnification and Limitation of Liability.** Owner agrees to indemnify and hold Company harmless from any and all costs, expenses, attorney's fees, suits, liabilities, damages or claims for damages, including but not limited to, those arising out of any injury or death to any person or persons or loss or damage to any property of any kind whatsoever and to whomsoever belonging, including Owner, in any way relating to the management of the Unit by Company or the performance or exercise of any of the duties, obligations, powers or authorities herein or hereafter granted to Company, except as such may be the result of Company's gross negligence or willful and intentional misconduct. Company shall not be liable for any loss resulting from Company's own negligence, except as such may be the result of Company's gross negligence or willful and intentional misconduct.
19. **Miscellaneous Provisions.**
- a. Owner agrees that no pets are permitted in the Unit.
 - b. Owner shall store private property in Unit at his or her own risk, the Company assuming no liability for the loss or damage thereof.
 - c. Company may, consistent with applicable law, commingle funds held by Company on behalf of Owner (including, but not limited to, maintenance, replacement and repair funds rental deposits and proceeds) with similar funds held on behalf of other owners of units in the Condominium managed by Company. Interest, if any, earned on such funds held by Company shall be retained by and exclusively belong to Company.
 - d. During the Agreement Term, Owner shall not enter the Unit for any reason without making a prior reservation with Company, or without other prior authorization from Company. Owner represents and warrants to Company that no person other than Owner and Company has a key to the Unit.
 - e. The parties hereto intend for their relationship to be that of independent contractors, and nothing contained in the Agreement shall be

- construed to create a partnership or joint venture of any kind.
- f. If any clause or provision of this Agreement shall be held invalid or void for any reason, such invalid or void clause or provisions shall not affect the whole of this Agreement and the balance of the provisions hereof shall remain in full force and effect.
 - g. This Agreement may be assigned by Company in its discretion.
 - h. Any notice or demand required under this Agreement or by law shall be in writing and sent by U.S. mail, registered return receipt requested and addressed to the parties at the addresses set forth above. Such addresses may be changed by either party with written notice to the other party.
 - i. For all purposes of this Agreement it shall be understood that time is of the essence.
 - j. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any litigation arising out of this Agreement shall be brought in a court of competent jurisdiction located in the County in which the Condominium is situated.
 - k. The captions, headings and titles to Paragraphs of this Agreement are for convenience of reference only, and shall in no way restrict or affect, or be in any way an interpretation of the provisions of any such Paragraph of this Agreement.
 - l. In the event that it becomes necessary for either party to this Agreement to incur legal fees and expenses for the enforcement of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, legal assistance fees and costs, including fees incurred in any appeals.
 - m. By execution of this Agreement, Owner hereby designates the person set forth above as Owner's Principal Contact for the purpose of making all decisions and Agreement. Owner hereby appoints Owner's Principal Contact and all successors thereto as Owner's agent and attorney-in-fact for the purposes set forth herein.
 - n. Owner represents and warrants to Company that it has the full authority to enter into this Agreement, and that there is no other party with an interest in the Unit whose joinder in this Agreement is necessary.

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Agreement on the day and year first above written.

Witnesses:

Bobbi Huffman
B. Huffman

~~Maria Rodriguez~~
~~[Signature]~~

Company

PROVIDENT ATLANTIC RESORTS, INC.

By: [Signature]

As its: V.P.

Witnesses:

~~[Signature]~~
~~Victor Rodriguez~~

Owner: (If married must be signed by both parties)

[Signature] Nelson Diaz
Lisette T. Rodriguez Lisette Rodriguez