

## **RENTAL AGENCY AGREEMENT**

THIS RENTAL AGENCY AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between SUMMIT ENTERPRISE OF PANAMA CITY BEACH, INC., a Florida corporation ("Agency"), and the undersigned owner ("Owner").

### **I. PURPOSE**

Owner hereby designates and hires Corporation as Owner's exclusive rental agent for the purposes of renting and managing Owner's property consisting of Unit No(s). \_\_\_\_\_ (individually and collectively "Unit", as may be contextually appropriate) in The Summit, a Condominium ("Condominium"), as a part of Agency's rental program ("Rental Program") on the terms and conditions set forth below. Agency accepts the appointment as managing agent for the Unit upon the terms and conditions of this Agreement for the purpose of renting and providing day to day management of the Unit. Neither Owner nor any party other than Agency shall rent the Unit to third parties except as set forth herein. If Owner violates or allows a violation of this provision, it shall be grounds for immediate termination of this Agreement.

Owner authorizes Agency to take whatever action Agency deems appropriate for the protection of Owner's interest and of the Unit. Such action may include, but is not limited to, pursuing legal action for eviction or for damages. Owner authorizes Agency to collect, demand and sue for any and all rent and other charges which may at any time be or become due, and to evict persons from the Unit. Until Agency has recovered unpaid rent and other charges, Agency shall be under no obligation to pay Owner the Owner's portion of the monies uncollected.

### **II. INCORPORATION OF CONDOMINIUM DOCUMENTS**

It is understood by the Owner that in entering into this Agreement, the provisions contained in the Declaration of the Condominium and the Articles of Incorporation, Bylaws and any Rules and Regulations of The Summit Owners Association, Inc. ("SOA"), as may be amended, shall also govern the Unit, the Condominium and this Agreement.

### **III. STANDARD LIMITATIONS**

The standard limitation of occupancy for the One, Two and Three bedroom units is as follows: Agency shall not knowingly rent to more than six persons at any one time for one and two bedroom units and not more than eight persons at one time for three bedroom units. Children will count as persons toward allowable occupants per unit.

### **IV. DEFINITIONS**

The following definitions apply for the following words and terms when used in this document:

1. Owner: the individual person or persons or entity that is recorded on the unit's deed. For purposes of this agreement, the definition of individual owner includes the owner's children, stepchildren and owner's spouse (if not on the deed). In order for children and/or stepchildren to be recognized as "owner" for reservation purposes, the children's or stepchildren's names and dates of birth must be registered with the Rental Office by using Attachment A.
2. Owner's Guest (family): the Owner's mothers, fathers, sisters, brothers and grandchildren.
3. Owner's Guest (non-family): this group includes two categories of guests: 1) a guest that is personally booked by the Owner for which the owner receives rental money and the Agency receives a 20% commission fee and (2) a guest that is personally booked by the Owner for which the Owner receives no monetary or in-kind remuneration and exempt from Agency commission.
4. Referral: a reservation made as the result of an Owner referring a paying guest to the Owner's unit.
5. Paying Guest: a guest that pays the prevailing rate; i.e., rack rate or an advertised special rate or rate set by Owner.

6. Maintenance reservation: period of time when the unit is closed for maintenance and/or repairs.
7. Rack rate: the rental seasons' published rates that are established by management of Agency for each category of differing units prior to the beginning of each year.
8. Special rate: a time-sensitive rental rate established by management of Agency for a specific time period.
9. Prevailing rate: the rate that is in effect at the time of the reservation; i.e., either the rack rate or a special rate.
10. Standard supply of linens, towels, toilet paper, bath soap, kitchen towels, dishwasher soap and trash bags: the quantity in the Unit sufficient to accommodate the number of occupants at the beginning of their rental period as determined by the Agency.

## **V. RENTAL SEASONS, RATES, REGISTRATION AND HOUSEKEEPING FEES**

The rental seasons' rates, registration fees and housekeeping fees shall be established each year by the Manager and approved by Agency's Board of Directors. The Agency may, at its sole discretion, rent Owner's Unit at a lesser rate, based on the local competitive situation and marketing analysis. The prevailing rental rate schedule is available from the Agency. Minimum stay is two (2) nights, and for holidays, three (3) nights minimum. Occupancy beyond weekly or monthly stays will be prorated per day based on weekly or monthly rates. Transferring occupancy to new or alternate tenant(s) shall be subject to additional registration fees established by the Manager of Agency and approved by Agency's Board of Directors.

## **VI. ROTATION SYSTEM**

The Resort Data Processing ("RDP") system is used by Agency to reserve units at the Condominium for all guests. When a unit is first placed on the rental program, the unit number is placed at the bottom of the rotation list, which is based on monthly days of rental. Unless there is a specific request for a unit, when a reservation is requested, the reservation is made for the unit number at the top of the list. Following the reservation, the unit number goes to the bottom of the list. The unit number then works its way to the top of the list through attrition. If the unit at the top of the list is occupied or already reserved for the dates requested, the unit number remains at the top of the list and is considered for the next requested reservation. Every effort will be made by the Agency to equalize annual revenue within category; i.e., 1, 2 and 3 bedrooms. The following applies to the rotation system:

1. Owner and Maintenance reservations: the unit number does not drop to the bottom of the list.
2. Paying Guest, Referrals and Owner's Guest (family and non-family) reservations – the unit number does drop to the bottom of the list.

## **VII. RENTAL DETERMINATION PROCEDURES**

The Agency and Owner agree that all units under contract with Agency shall be rented on a systematic rotation basis. However, the Agency will rent Owner's Unit at anytime outside of the rotation system should a guest specifically request Owner's Unit. The personal use of a unit by the record title Owner, Owner's spouse and/or children and stepchildren will not affect the rotation system.

Exceptions to the rotation system policy may be made by the Agency due to unit non-availability (maintenance, repairs, etc.), date of owner's entry into the Rental Program, guest's health or medical problems, or refusal by the guest on the grounds of undesirability. It is acknowledged that some units renting for the same rates would be preferred over others by the guests due to location, floor, décor, upkeep, etc. The Agency will insure that the Rental Office and its employees will maintain the integrity of the rotation system with a conscious effort to replace a rental when a reservation is cancelled or a guest requests a move to another unit due to preference other than due to condition of the Unit. This policy will help insure that both Owner and rental customers' satisfaction is maximized without loss of rentals to a particular owner in the Rental Program.

## VIII. METHOD OF RESERVATION

Reservations for the various categories of guests shall be made as follows:

1. Paying Guests: reservations, with deposit, may be made by telephone or email to the reservation desk or on-line through [www.reservethesummit.com](http://www.reservethesummit.com).
2. Owner: reservations may be made by telephone, emailed to the reservation desk or booked on-line through [www.reservethesummit.com](http://www.reservethesummit.com).
3. Owner's Guest (family): reservations must be made by telephone or emailed to the reservation desk.
4. Owner's Guest (non-family): For a guest for whom the owner receives remuneration - reservations, with a deposit, may be made by telephone, emailed to the reservation desk or booked on-line through [www.reservethesummit.com](http://www.reservethesummit.com). For a guest for whom the owner receives no remuneration – reservations must be made with Agency management.
5. Referrals: reservations, with deposit, must be made by telephone or email to the reservation desk. A referral reservation will not be confirmed without a deposit as described in paragraph XV.

All reservations must receive a confirmation number. The Owner will not permit any person, whether family, guest, repairman, etc., to enter the Unit without the coordination of scheduling through the Agency. Owner's Guests (non-family) must check-in at the front desk and pay the registration and housekeeping fees. Referrals must check in at the front desk and pay the rental fees, registration and cleaning fees. Owner's Guest (family) and Owner's children and stepchildren must check in at the front desk and pay the housekeeping fees. Guests must agree to check out by 10:00 a.m. on departure days if the unit is reserved for a guest that evening. If not reserved, these guests may request an extended check-out time from the reservation desk. If, through error of any party, a rental unit is actually occupied when a reservation error is discovered, the Owner will not require the existing guest's removal from Owner's unit.

An Owner's personally booked guest in their own unit will not be moved by the Agency to another unit without first contacting the Owner if there is a complaint by the Owner's guest. If the Owner's personally booked guest is moved to another unit at the request of the guest, the Owner of the unit in which the guest stays will receive the rental payment.

## IX. RENTAL FEES AND COMMISSIONS

Rental fees and commissions for the various categories of reservations are as follows:

1. Paying Guest: the Agency shall receive twenty-five percent (25%) of the base rent fees plus cleaning fee(s) and registration fees for rentals as a result of the Agency efforts.
2. Owner's Guest (non-family): the Agency shall receive 20% (25% - 5%) of the rental rate for any rentals the Owner procures and rents going through the Agency, *except* for nine (9) weeks designated by the Rental Office. Owner to be notified of the designated weeks no later than January 5 each year. During these designated periods, the Agency will receive a 25% commission.
3. Referrals: The Owner will receive a 5% reduction in the rental commission owed to Agency when Owner personally, by telephone or email to the Agency Rental Supervisor or designee, refers a guest to the Owner's unit or any other unit on the rental program. The rental rate for the referred guest is the prevailing rate. When the guest checks in at the front desk, the guest will be charged the prevailing rate. If the Owner promises a guest a rate lower than the prevailing rate, the Agency will honor that rate and charge 20% (25%-5%) on the lower rate set by the Owner. This provision shall apply only to Owner's Unit.

The Owner must receive and produce upon request a referral number obtained from the Agency at the time of referral. Agency is not responsible should the referred guest wish to cancel the reservation altogether, be a no-

show or, upon checking in decide not to stay in the Owner's Unit because of the condition of the Unit or any other reason.

4. Owner and Owner's Guest (family): exempt from the rental fee. Owner's Guest (family) and children/stepchildren must check in at the front desk and pay the cleaning fee. Owner's Guest (family) must pay the registration fee. Owners must pay the cleaning fee unless exempted as described in paragraph X.

The Agency shall inspect the Unit prior to return of damage deposit to the guest, or in the case of Owner's Guest (family and non-family), notify the Owner within three (3) calendar days of any damage.

## **X. HOUSEKEEPING CLEANING RESPONSIBILITY OF OWNER AND OWNER'S GUEST**

There shall be a cleaning charge following Owner and Owner's Guest (family and non-family) use of the Unit. This charge will be set by the Manager of the Agency and approved by Agency's Board of Directors.

The Agency housekeeping service is provided for Owners who participate in the Rental Program and remain within the terms of this Agreement.

In order to maintain uniformity and conform to the Agency's housekeeping standards for the guests booked by Agency, Owners on the Rental Program must use Agency's housekeeping services for cleaning the Unit following an Owner's Guest (family and non-family) use of the Unit. Owners only (not children or stepchildren) are allowed to clean their own unit after their personal stay; however, the Agency may inspect the Unit prior to Agency booking guests to assure the Agency's housekeeping standards have been met. If the Unit is not cleaned to the Agency's standard, the Agency will clean the Unit and the Owner will be charged a housekeeping fee.

Owners that pay for housekeeping may exchange linens and towels and purchase supplies in accordance with the policy set forth in paragraph XI. An Owner's Guest (family and non-family) for which the Agency does not receive the 20% rental fee outlined in paragraph XI must pay for exchanging linens and towels and for additional supplies (toilet paper, soap, etc) at the rate set by the Manager. Owner's Guests that do pay the 20 % rental fee may exchange linens and towels as set forth in paragraph XI. For Owners who wish to self-clean, linen exchange during the stay is available for the regulated linen exchange service fee, which is set by the Manager of the Agency.

## **XI. HOUSEKEEPING**

Housekeeping shall be performed by the Agency following a guest's departure. Upon check-out, the Unit will be cleaned and a standard supply of linen, towels and supplies will be provided. Linen and towel exchanges and additional supplies will be available only to Agency bookings for which the Agency receives a commission fee of 20% or greater. Owner's Guests (family and non-family) for which the Agency has not received a minimum 20% commission fee may purchase additional items at a rate set by the Manager. Linen and towel exchanges will be available Monday – Friday only.

Two night stays. Additional linens, towels and supplies will not be provided free of charge during the stay. Such items may be purchased at a rate set by the Manager.

Three – six night stays. Towels may be exchanged once during this period. Linens may not be exchanged. Additional towels and linens and supplies may be purchased at a rate set by the Manager.

One week or more stays: Towels may be exchanged twice during each one-week period. Linens may be exchanged once during each one-week period. Additional linens, towels and supplies may be purchased at a rate set by the Manager.

One month stays: Towels may be exchanged twice each week. Linen may be exchanged once each week. Additional supplies will be provided as needed.

Annual Deep Clean: Annually, after Labor Day, a thorough detail cleaning will be performed in the unit, which includes behind and under stove and refrigerator, cabinets and under sinks, all drawers, under beds, fans, etc. This cleaning will be provided at a regulated charge established by the Manager and approved by the President. Owners

may opt to clean their own unit to the standard set by Agency. Agency must inspect the Unit after cleaning by the Owner, and, if Agency finds the Unit unsatisfactory, Owner will be notified and the Unit cleaned by Agency cleaning staff and billed to Owner at the regulated price.

Replacement of standard light bulbs (not décor bulbs) and HVAC air handler filters will be handled by the Agency as a service at no additional cost to the Owner.

The Owner shall pay for three (3) bedspreads supplied by the Agency; one for the master bedroom and two for the bunk beds. These bedspreads will be cleaned or laundered by the Agency. If the owner provides his/her own bedspreads, the Agency will clean or launder them, but the Agency will not be responsible for loss, damage or misplacement. Any special services or costs for cleaning/handling will be billed to the Owner.

## **XII. REPAIRS ARRANGED BY AGENCY**

In the event the Owner desires repairs of any interior items or furnishings which are the Owner's individual responsibility, the Agency will, on request of the Owner, seek repair services to handle the matter from the SOA maintenance staff or independent contractor and thereafter bill the Owner through the Work Order system. The Agency may initiate repairs, including carpet cleaning, provided, however, it will not commit such repairs at the expense of the Owner for costs greater than \$250.00 per event, without prior clearance with the Owner, except where damages involve broken pipes, structural damage, etc. and where immediate repair is necessary to avoid greater damage. The cost of full maintenance of interiors of the Unit is the Owner's financial responsibility including appliance and furniture repairs, interior paint, carpet cleaning, etc. It is specifically understood that the Owner will not rely on verbal or telephone instructions to the Agency unless a work order number is received for their request. Payment for the above repairs or services may be billed direct to the Owner or deducted from any rental income due to the Owner, at the sole option of Agency.

## **XIII. ADVERTISING AND PROMOTION**

The Agency will carry on an advertising and public relations campaign to attract paying guests to the Condominium. The Agency will maintain an attractive Rental Office convenient to guests.

## **XIV. INSURANCE**

Owner shall obtain and maintain during the term of this Agreement public liability insurance with special renter endorsement with limits not less than three hundred thousand dollars (\$300,000.00). The Owner shall provide Agency with a certificate indicating such insurance is in effect prior to use of Owner's Unit in the Rental Program and annually on October 1.

## **XV. RESERVATION AND DAMAGE/LOSS DEPOSIT**

Except for Spring Break, a reservation and damage/loss deposit in the amounts of \$200.00 (two hundred dollars) for one and two bedroom units and \$300.00 (three hundred dollars) for three bedroom units will be secured for each unit prior to the confirmation of any reservation or check-in. During Spring Break, reservation and damage/loss deposits will be \$500.00 (Five Hundred Dollars). Reservation and Damage/ Loss Deposits will be called "deposits" hereinafter. Exceptions may be made by the Manager of the Agency and approved by the Agency's Board of Directors.

1. Reservation. Upon receipt of a request for a reservation, the prospective guest will be advised that the reservation will be termed "tentative". When the required deposit is not received within fourteen (14) days of the date the reservation is made, the reservation shall be cancelled, removed from the records and a cancellation "form" forwarded to the prospective guest. When a deposit is received in the allotted time, it will be properly recorded and deposited in the program's "Deposit Account." A reservation "confirmation form" will be forwarded to the prospective guest. For walk-in guests or for reservations received by phone or mail with insufficient time to meet the fourteen (14) day requirement, deposits are secured upon check-in.

2. Deposit Return. Deposits will be returned when requested due to cancellation when cancellation is received fourteen (14) days in advance of arrival date. If, within and including 14 (fourteen) days of the arrival date, the guest shall be charged one (1) night at regular rate as a cancellation fee and refunded any balance accordingly. Exceptions may be made at the discretion of the Agency in the event of extenuating circumstances, such as death in the family, accidents, injuries, etc., preventing guests from honoring their reservation. If deemed necessary by the Manager, the Agency may require documentation to prove such circumstances. After occupancy, deposits will be returned only after it has been determined there are no missing items and/or no damages to the unit. If there are items missing from the inventory or damage to the Unit, all or a portion of the deposit will be held to underwrite the expenses of replacement or repair.
3. Credit to the Owner. If a deposit is retained due to cancellation, the Owner's percentage will be credited to Owner's account, to be paid or used as an offset during the next normal accounting cycle.
4. Limit on Damages/Losses. There shall be no time at which an Owner will be reimbursed by Agency greater than the amount collected from the guest for damages/losses through the Agency. Restoration work and expenses become the responsibility of the Owner.

## **XVI. UNIT FURNISHINGS REQUIRED**

Each Owner shall furnish their unit and have, at a minimum, those kitchen items set forth on Attachment B. It shall be the Owner's responsibility to provide Agency a detailed inventory of furnishings upon acceptance to the Rental Program and when adding or removing items thereafter. At least annually, the Agency shall inspect the furnishings to determine conformity with the Agency's required quantity, quality and condition. The purpose is to establish uniformity and a high standard for all rental units at the Condominium to coincide with the uniform rental rates.

The Agency shall not be responsible for additional items placed in units that are beyond the scope of the required inventory items. Owners who wish to provide such items will do so at their own risk.

## **XVII. MINIMUM STANDARD FURNISHING REQUIREMENTS**

Each Owner, at a minimum, shall maintain those items in the Unit as listed in Attachments B and C and include floor covering. These items shall be maintained in good condition and cleanliness. The overall curb appeal shall reflect a "high caliber resort décor" as expected by guests. Owner agrees to provide Agency with a list of all warranties and maintenance contracts which are in force each year. Owner hereby designates Agency as Owner's agent in connection with the warranties and maintenance contracts.

## **XVIII. INSPECTION OF UNIT**

The Agency will inspect the unit following departure of occupants and at other times the Agency feels is necessary to maintain the integrity of the unit. If there are damages/losses the Agency will act according to the provisions of this agreement and notify the Owner as needed.

Annually, the Agency shall conduct an inspection of the Unit to ensure the Unit meets the standard of the Rental Program. Owner is encouraged to participate in this inspection. Results of the inspection shall be furnished to the Owner at the completion of an inspection. Owner will have thirty (30) days to bring the Unit up to standard, or the unit shall be suspended from the Rental Program. The standard is set by the Manager as to the condition of the inventory and the condition of the unit. The Agency will determine if the standard is met. If the Owner disagrees the Owner may bring the objection before the Agency's Board of Directors, whose decision is final on the subject.

## **XIX. OWNER'S PRIVATE CLOSET**

Owner's private closet shall be locked by the Owner. Agency shall not be liable for personal effects left in the Unit and in Owner's private closet. Owner shall leave a key to the Owner's closet with Agency in case maintenance personnel need access to area of Owner's private closet in performing their duties.

## **XX. TERMINATION**

This Agreement shall continue in force until terminated by either party upon thirty (30) days written notice to the other party. FURTHER, IF THIS AGREEMENT IS TERMINATED BY EITHER PARTY, SAID OWNER MUST HAVE THE MANAGER'S APPROVAL TO RE-ENTER THE PROGRAM. IF OWNER'S REQUEST TO RE-ENTER THE PROGRAM IS DENIED BY THE MANAGER, THE OWNER MAY PETITION THE AGENCY'S BOARD OF DIRECTORS FOR RE-ENTRY APPROVAL. UPON TERMINATION, RENTALS ALREADY SCHEDULED WILL BE MOVED TO OTHER UNITS, IF POSSIBLE. IF THIS IS NOT POSSIBLE, THESE RESERVATIONS MUST BE HONORED.

This Agreement may be changed when deemed necessary by the Agency with approval of Agency's Board of Directors. The Owner will be notified when this change occurs and will have the option of terminating this Agreement or staying with the Agency's Rental Program.

## **XXI. ASSESSMENTS**

If the Owner fails to pay any amounts owed to SOA, including but not limited to unpaid assessments, late fees, interest, attorneys' fees and costs, and said failure shall continue for a period of thirty (30) days after Owner was invoiced for said assessment, then, in that event, Agency may, at its sole option, pay any amounts otherwise owed to Owner directly to SOA on Owner's behalf upon request by and presentation of an invoice or statement from the SOA until all amounts owed to SOA are paid in full. It is expressly agreed that any disputes concerning the validity of any periodic assessment or charge reflected on any invoice or statement submitted to the Agency shall be between Owner and SOA. Owner hereby waives any claim that Owner may have against Agency for any payments made to SOA pursuant hereto.

## **XXII. NO GUARANTEES**

No inducements or representations have been made to Owner concerning rentals or tax benefits to be derived by Owner through ownership or rental of Owner's Unit. In addition, Agency has made no guarantee (oral or written) regarding rental income or expenses. Owner agrees that this Agreement does not constitute a joint venture, partnership or pooling of rent, and that all services identified herein are provided for Owner on an individual basis. Further, Agency assumes no responsibility to or for Owner for compliance with revenue statutes or governing restrictions that may exist with respect to use of the rental Unit by Owner. Owner should refer all questions to competent professionals for clarification on these matters.

## **XXIII. ENFORCEMENT**

In the event of a dispute between the parties arising out of this Agreement, the dispute shall be resolved by the Manager. If either party is not satisfied with the Manager's recommendation, the matter shall be referred to the Agency's Board of Directors. In the event of any litigation hereunder, the prevailing party or parties shall be entitled to recover reasonable attorney's fee and all costs at all trial and appellate levels and in any arbitration or mediation. This Agreement shall be governed and construed in accordance with applicable laws and regulations of the jurisdiction in which the premises are located. Jurisdiction and venue for any dispute under this Agreement shall be solely in Bay County, Florida and the parties specifically waive the right to any other venue.

## **XXIV. ACCOUNTING**

Agency shall maintain, operate, and bear the costs of an accounting office, billing all charges to renters of Owner's Unit and processing periodic disbursements to Owner's account. No interest shall be payable on funds held for disbursement to Owner. Corporation will deduct all expenses of the Owner as outlined in this Agreement, including but not limited to repair and maintenance costs, prior to disbursement. Around the 10th of each month, Agency will render a detailed monthly statement for the previous month's rentals and charges associated with the Unit's use. Occupancy of the Unit beginning in the current month and ending in the following month is paid in the following month and reflected on the following month's statement.

**XXV. NOTICES**

All notices for which provision is made in this Agreement shall be given in writing either by actual delivery of the notice into the hands of the party entitled to the notice, by mailing the notice by registered or certified mail, return receipt requested, in which case the notice shall be deemed to be given on the date of its mailing, or by forwarding with an overnight courier service such as Federal Express, in which case the notice shall be deemed to be given on the date of its delivery. If a notice is so mailed or sent by courier service, it shall be addressed as follows:

If to Agency, to its then principal office.

If to Owner, to the Owner's then last known principal residence address.

Any party hereto may change the address to which each such notice shall be so mailed by giving written notice to all of the parties hereto of such new address. Each of the parties hereto shall be furnished with copies of all notices addressed to any of the other parties hereto.

**XXVI. ENTIRE AGREEMENT**

This Agreement including any exhibits attached hereto contains all the terms and conditions agreed to between the parties and supersedes any prior agreements with respect to the subject matter covered in this Agreement. Any exhibits are specifically incorporated herein and made a part of this Agreement. No alteration, modification, or interpretation hereof shall be binding unless made in writing and signed by the parties hereto, subject to approval or rejection by the Board of Directors of Agency.

**XXVII. TIME IS OF ESSENCE**

Time is of the essence in this Agreement.

**XXVIII. BINDING EFFECT**

The terms, covenants and conditions herein shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

**XXIX. WAIVER OF JURY TRIAL**

OWNER AND AGENCY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PROVISION IS MATERIAL INDUCEMENT FOR AGENCY MAKING THE AGREEMENT WITH OWNER.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on day and year first written above.

**SUMMIT ENTERPRISE OF PANAMA CITY BEACH, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**OWNER:**

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT A**

**OWNER'S CHILDREN/STEPCHILDREN**

I, \_\_\_\_\_, the recorded owner of Unit \_\_\_\_\_, do hereby affirm that the following listed individuals are my children and/or stepchildren:

<u>Name</u>	<u>Date of Birth</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I understand that, upon arrival at The Summit and prior to occupying my unit, they will register at the front desk and pay the applicable cleaning fee.

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

## **ATTACHMENT B MINIMUM KITCHEN PACKAGE**

1 Each	Stove
1 Each	Dishwasher
1 Each	Refrigerator
1 Each	Microwave Oven
1 Each	Garbage Disposal
1 Each	Automatic Percolator or Coffee Maker
1 Each	Two-Slice Toaster
1 Each	Electric Blender
2 Each	Pot Holders
1 Each	18 Qt. Kitchen Waste Can
1 Each	1 Qt. Saucepan
1 Each	2 Qt. Saucepan
1 Each	Covered Dutch Oven
1 Each	10" Fry Pan
1 Each	Cookie Sheet
1 Each	2 ½ Qt. Teakettle
1 Each	Plastic Colander
1 Each	Vegetable Peeler
1 Set	Plastic Refrigerator Bowls (Use as mixing bowls)
1 Set	Kitchen Utensils 3 pc. (Slotted Spoon, Basting Spoon, Pancake Turner) - Plastic
1 Set	Kitchen Cutlery (Basting Knife, Sandwich Knife, Paring Knife)
1 Each	Glass Measuring Cup
1 Each	Plastic 2 ½ Qt. Covered Pitcher
1 Set	White China Service for Eight (8 Each 9" Dinner Plates, 8 oz. Cereal/Soup Bowls, 6" Saucers, 7oz. Mugs)
1 Each	6oz. Creamer
1 Each	6 oz. Sugar Bowl
1 Set	Stainless Steel Flatware (8 Dinner Knives, Dinner Forks, Teaspoons, Soup Spoons)
8 Each	10 oz. Beverage Glasses
8 Each	5 oz. Juice Glasses
8 Each	6 oz. Wine Glasses
8 Each	Steak Knives
1 Each	Corkscrew
1 Each	Cutting Board
1 Each	Can Opener (Manual not Electric)
1 Each	Egg Beater (Manual not Electric)
1 Each	Dust Pan
1 Each	Broom
1 Each	Mop

## **ATTACHMENT C ONE BEDROOM FURNISHINGS**

### BEDROOM

King Size Bed	Night Stands (2)
Triple Dresser	Vertical Mirror
King Size Bed Frame	Television 12" or larger
Large Picture	King Size Spread
Pillows (3)	King Size Mattress Pad
King Size Blanket	Shower Curtain
Shower Hooks	Drapes/Blinds
2 Each Bathroom Waste Basket (Small)	Ironing Board
10 Each Plastic or Wood Hangers	Iron, Auto Shut Off
Alarm Clock	Telephone (1)

### LIVING ROOM

Drapes or Blinds	Queen Sofa Sleeper
Arm Chair or Love Seat	Coffee Table
End Table	Chairs, Dining (4)
Dining Table	Bar Stools (2)
Large Picture (2)	Mattress Pads Twin (2)
Bunk Bed Mattress (2)	Pillows (2)
Blankets (2)	Telephone (1)

### PATIO FURNITURE

Chaise Lounge	Chairs (2)
Table	

### LIVING ROOM ACCESSORIES

Lamp or Fan with Light Hanging from Ceiling	Lamp, table or floor
*27" or larger Television	Television Stand
Pillows Sleeper (2)	Artificial Plants
Mattress Pad Queen (1)	Blanket (Queen)
Ash Trays-Small (3) Except Non Smoking Units	DVD

### BUNK BEDS

Two (2) Twin Size Bedspreads