



PO Box 155 • 1804 Bienville Blvd. • Dauphin Island, AL 36528 •  
 Telephone 334-861-3992

**EXCLUSIVE RENTAL AGREEMENT**

Agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ the undersigned, hereinafter referred to as "Owner" and Boardwalk Realty, Inc., hereinafter referred to as "Agent". For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the premises and mutual agreements in these presents contained, the parties do hereby covenant, promise and agree as follows:

Owner hereby lists that certain real property known and described as \_\_\_\_\_, Lot \_\_\_\_\_, Block \_\_\_\_\_, Dauphin Island, AL exclusively with Agent to be leased by Agent to various third parties, hereinafter referred to as "Tenants", during the term of this listing agreement, which shall be from January 1, 2002, until December 31, 2002. The Winter price will be effective through the last Saturday in March.

<b>Winter</b>	<b>Spring</b>	<b>Summer</b>	<b>Fall</b>
1st Saturday in December to Last Saturday in March 2003	Last Saturday in March to Last Saturday in May	Last Saturday in May to the 1 <sup>st</sup> Saturday after Labor Day	1 <sup>st</sup> Saturday after Labor Day to the 1 <sup>st</sup> Saturday in December
Suggested:	Suggested:	Suggested:	Suggested:
Owner's Preference:	Owner's Preference:	Owner's Preference:	Owner's Preference:

2001 – 2002 Winter Monthly Rate <i>(optional)</i>	
\$ _____ /month	
<u>Cross out any months you wish not to rent</u>	
October 2002	January 2003
November 2002	February 2003
December 2002	March 2003

If the Owner wishes the Agent to take reservations for periods of less than a week but for no less than 3 nights, the nightly rate shall be \$\_\_\_\_\_ or the prorated season rate (please indicated preference or leave blank). If no amount is specified the Agent shall not accept reservations for periods of less than a week.



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2. Agent is authorized to take reservations for the rental of the premises, unless Owner has given dates during which premises are not to be rented. Such notice shall be given as far in advance as possible. If the Owner forces a cancellation of a reservation with less than thirty days of a confirmed reservation and Tenant has to move to a more expensive house, the Owner agrees to reimburse Tenant for the difference. Agent will use best efforts to obtain a suitable house at the same rate.
3. Owner agrees to put the house in clean rentable condition at the beginning of the rental season or contact the Agent for a quote for a "spring cleaning". In the event Owner uses the house it is agreed that the same will be left in a clean, neat condition or Owner will repay Agent a sum not to exceed \$45.00 to have the house cleaned.
4. Agent is authorized to perform minor repairs and/or other work that Agent may determine is needed to keep the premises in good condition (which are defined as repairs not to exceed \$100.00). Any minor repairs and/or other work done for the Owner's account in order to keep premises in good condition may be paid by Agent from rentals collected. Agent is further authorized to make emergency repairs in any reasonable amount if unable to contact Owner. The parties specifically agree that Agent is not responsible for liability of any nature should damage to property or person result and Owner shall indemnify and hold Agent harmless therefore regarding any claims which do not directly result from an act or failure to act of Agent. Agent will attempt to assist Owner in keeping rental property in safe repair; however, Agent shall have no liability in such regard
5. Owner agrees to allow agent to place Agent's rental sign on premises at expense of Agent.
6. All bills for utilities are to be paid to the utility company by Owner. If Owner incurs long distance telephone charges made by Tenant, Owner will promptly provide Agent with a copy of the bill and Agent will use its best efforts to collect it and will credit Owner's account with all sums collected.
7. Agent will use his/her best efforts to identify any lost or damaged items in the property rented and attempt to collect the replacement cost thereof from Tenant. However, the Agent shall have no responsibility for any lost or damaged items. Agent is authorized to accept checks in payment, but shall not be liable for bad checks given in payment by Tenants; however Agent will make every effort to collect any such bad checks including turning same over to the District Attorney's Bad Check Unit or other collection service.



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8. Owner agrees to pay Agent a commission of 20% of rentals (including cleaning cost) collected and/or deposits forfeited. This commission shall not include any other costs such as maintenance, repairs, garbage collection, utilities, etc. Agent will clean premises after each rental at its expense.

9. In the event of a reservation cancellation, the Agent may refund the deposit if the cancellation is made more than 30 days before the arrival date. If the cancellation is made less than 30 days before the arrival date, the deposit shall be returned if the house is rented to another party for the rental period canceled. Agent may also, in its sole discretion, return the deposit in exceptional cases including but not by way of limitation, bona-fide medical problems or a death in the Tenant's family.

10. Agent shall furnish Owner with a monthly statement of rents collected and disbursements made by Agent, together with a check for any balance due by the 10th of each month for the preceding month. Owner agrees to promptly reimburse Agent for any negative balance in the account.

11. If the Owner sells the house during the period of this agreement the Owner agrees to require, in the sales agreement, that the new owner will honor all confirmed rentals during the contract period. A copy of this agreement will be made available to the Owner's Listing Agent along with a rental history. The Owner further agrees to notify the Agent of the listing of or the sale of such property within 48 hours.

12. There are no verbal agreements as concerns this contract. All changes are to be made in writing and signed by both parties.

\_\_\_\_\_ Owner

A handwritten signature in black ink, appearing to read "Buddy W. [unclear]", is written over a horizontal line.

\_\_\_\_\_ Owner, Boardwalk Realty