

NATIVE SUN CONDOMINIUM ASSOCIATION, INC.

1950 South Ocean Blvd. Lauderdale by the Sea, FL 33062
Phone: (954) 942-2800 – Fax: (954) 786-0314
Email: info@nativesunresort.com

INTENT TO USE OR RENT

NAME: _____
DATE: _____
UNIT (S): _____
WEEK(S): _____

The date of your ownership week(s) at The Native Sun Resort will soon be here. For us to better prepare for your arrival, please indicate below how you intend to use your week:

- 1. I plan to use my unit week(s) _____
- 2. I have processed an exchange for unit week(s) _____
(Exchanges with RCI or I must be requested 15 days in advance of ownerships date)
- 3. Other (i.e. Owner Guest) _____
- 4. I wish to rent my unit week(s) _____

Please carefully read, initial and sign all locations where indicated, and return enclosed Rental Policy and Listing Agreement to the Native Sun. Please be certain that you are in full agreement with the terms of the Rental Policy and Listing Agreement before you sign.

Please make a note of the check-in date as it appears on the adjacent Native Sun Calendar.

Arrival Date _____

Departure Date _____

Please note check-in time is 4:00 PM and check-out time is 10:00 AM
We require a credit card for a security deposit at time of check-in

***FAILURE TO TIMELY RETURN THIS FORM MAY RESULT IN
LOSS OF USE OR RENTAL OF YOUR UNIT.***

Sincerely,

The Native Sun Condominium Association, Inc.

Rev. 09/02/2023

Box Indicates Easter	
Week	2024
1	6-Jan
2	13-Jan
3	20-Jan
4	27-Jan
5	3-Feb
6	10-Feb
7	17-Feb
8	24-Feb
9	2-Mar
10	9-Mar
11	16-Mar
12	23-Mar
13	Easter 30-Mar
14	6-Apr
15	13-Apr
16	20-Apr
17	27-Apr
18	4-May
19	11-May
20	18-May
21	25-May
22	1-Jun
23	8-Jun
24	15-Jun
25	22-Jun
26	29-Jun
27	6-Jul
28	13-Jul
29	20-Jul
30	27-Jul
31	3-Aug
32	10-Aug
33	17-Aug
34	24-Aug
35	31-Aug
36	7-Sep
37	14-Sep
38	21-Sep
39	28-Sep
40	5-Oct
41	12-Oct
42	19-Oct
43	26-Oct
44	2-Nov
45	9-Nov
46	16-Nov
47	23-Nov
48	30-Nov
49	7-Dec
50	14-Dec
51	21-Dec
52	28-Dec

NATIVE SUN RESORT CONDOMINIUM ASSOCIATION, INC.
RENTAL POLICY & LISTING AGREEMENT

If you do not provide a valid SS or Tax ID number, we CANNOT rent your unit

Prior to completing this document, and for us to disburse any rental proceeds to you, we must have:

- **If U.S. Citizen** – W-9 Form, with SS # provided (attached)
- **If Non-U.S. Citizen** – Individual Tax Payee Identification Number (ITIN) from the U.S. Internal Revenue Service

RENTAL LISTING INFORMATION

Owner(s): _____

Phone (Home): _____ Email: _____

Fax or Cell: _____ Address: _____

City: _____ State: _____ Zip: _____

Issue proceeds check payable to: _____

Name on W-9 or TIN Form

SSN or ITIN #: _____

DESCRIPTION OF PROPERTY LISTED FOR RENT

Week(s) _____, of Condominium Parcel Unit(s) # _____ of The Native Sun, a Condominium, according to the Declaration thereof, recorded in Official Records Book 10036, at Page 44, of the Public Records of Broward County, Florida. Rental Agreement is for the year **20**_____.

Owner Rates (This Section MUST be Completed)

Minimum **Weekly** Rental Required: \$ _____ Minimum **Daily** Rental Rate: \$ _____

Owner Will Accept **BEST POSSIBLE RATE**: Yes ___ No ___

Rental Policy and Listing Agreement
Terms and Conditions

In consideration of the efforts and services of NATIVE SUN CONDOMINIUM ASSOCIATION ("NATIVE SUN"), I hereby grant NATIVE SUN the right to rent the property described above at the rate and terms as stated above, or at any other rate and terms that may be accepted by me. Upon the rental of this property, within the terms of this Rental Policy and Listing Agreement, I hereby authorize the NATIVE

SUN to deduct an amount equal to 20% of all moneys paid under this Agreement including but not limited to any initial deposit and gross rental receipts, as its management fee. NATIVE SUN may also deduct and pay third parties, such as Booking.com, that procure a guest for my unit.

If placed for rent on Booking.com to achieve greater visibility with a global market, I agree to pay an additional fee of 15% of the gross rental, which fee will be remitted by NATIVE SUN directly to Booking.com for their services. NATIVE SUN will make every effort to rent my unit(s) from the date this agreement is signed to a date which is thirty (30) days prior to the date of the unit week, at which time NATIVE SUN will list my unit(s) on Booking.com, subject to the terms of this paragraph. [REDACTED]

(Owner's Initials)

Unless terminated in writing by either party, this Agreement shall remain in force and effect for the occupancy period of the unit for the year specified above and shall renew each successive year. To the extent this Agreement is terminated, any pending reservations shall be honored, and the termination shall take effect afterwards.

I acknowledge and understand that NATIVE SUN may rent my designated unit by the week, or by the night (with a 3-day minimum rental), at a rate not less than the minimum rental amounts set forth above. I understand that I may amend the weekly or nightly rate but must do so in writing and provide such amendment, in writing, to the NATIVE SUN. Said amendment shall not affect pending reservations.

I further acknowledge and understand that by executing this Rental Policy and Listing Agreement, I give up the right to exchange the property described above pursuant to any reciprocal exchange agreement which I may have entered into with any reciprocal exchange company. In the event I do exchange the Unit without having notified NATIVE SUN and having received NATIVE SUN's expressed written consent, then, in that event, I acknowledge that the full rental commission will be paid to NATIVE SUN as if the subject property had been rented at the full minimum weekly amount.

I acknowledge and understand that in the event I am able to secure a tenant or renter on my own after execution of this document, I must first check with NATIVE SUN to see if the subject property has not already been rented. If I do secure my own tenant or renter, then, with NATIVE SUN's written consent, I may rent the subject property on my own. In such case, no management fee will be due to NATIVE SUN.

I acknowledge and understand that I must have a valid SS# or ITIN on file prior to giving approval to rent my unit.

I acknowledge and understand that by executing this Rental Policy and Listing Agreement, I continue to remain fully responsible for maintenance & taxes on the subject property described above.

I acknowledge and understand that if I want information as to whether my unit has been rented, it is my responsibility to call the resort front desk. I also understand, due to changes of schedules, weather-related event, declaration of a state of emergency, or other unforeseen circumstances, that any and all information received from the NATIVE SUN during any such interim inquiry, or telephone call, is preliminary in nature and shall not be construed as a final declaration of amounts due me. [REDACTED]

(Owner's Initials)

I acknowledge and agree that all rental deposits and rental receipt received on my behalf will be made payable to NATIVE SUN in order to disburse any funds received to the appropriate party entitled thereto.

I acknowledge and agree that a guest may request a different unit for whatever reason and terminate occupancy in my unit. If the guest is reassigned a different unit prior to taking occupancy, I shall not be entitled to any deposit moneys or rental moneys for my unit. If occupancy is split across units, then I shall be entitled to a prorated sum in the sole determination of NATIVE SUN.

I acknowledge and understand that rental deposit amounts are, in most all instances, non-refundable. However, I agree that rental deposits, rental fees, or any other amounts due me under this Agreement may be returned to the renting party in case of any named wind event (i.e. hurricane) declared by NOAA, any federal or state declared emergency order, any closure of the NATIVE SUN by its Board of Directors, which precludes the renter from occupying my unit, or any other reason the Board of Directors deems in the best interests of NATIVE SUN. _____ (Owner's Initials)

I further agree that the Board of Directors of the NATIVE SUN, in its sole and complete authority, may implement, process, and govern this Rental Policy and Listing Agreement according to the Business Judgement Rule should circumstances evolve which are not considered herein. _____ (Owner's Initials)

This Agreement shall be governed and interpreted in accordance with the laws of the state of Florida and shall be binding upon the parties hereto, as well as upon their respective heirs, successors, and/or assigns.

YOU MUST RETURN THIS SIGNED AGREEMENT
BEFORE WE CAN RENT YOUR UNIT

OWNER(S): _____

SIGNATURE: _____ Date: _____

Received By:
NATIVE SUN CONDOMINIUM, INC.

By: _____ Date: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	Requester's name and address (optional)
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number							
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		-		-			
or							
Employer identification number							
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.