



RENTAL LISTING CONTRACT EXCLUSIVE RIGHT AND AUTHORITY



1 THIS RENTAL LISTING CONTRACT (this "Contract") is made and entered into on (Insert Date) 7/23/18
2 between: ("LANDLORD") Cecily Family LLC and
3 ("BROKER") Manicore Realty

4 1. **PREMISES/PROPERTY:** For valuable consideration, LANDLORD hereby grants to BROKER the exclusive right and authority to rent the
5 premises having the following street address: 1621 3rd St S Naples # 710

6 and if applicable, together with Parking Space(s) (#) 1, Garage(s) (#) 1, Cabana(s) (#) 1, Storage Locker(s) (#) 1, and

7 Boat Dock(s) or Slip(s) (#) 1 to which LANDLORD has an exclusive right of use and the right to rent (collectively, the "Premises"), legally

8 described as follows: Town Manager Club (Coos) 710

9 2. **TERM OF LISTING:** BROKER shall have the exclusive right and authority to rent the Premises for a period of time commencing on
10 7/23/18 ("Contract Commencement Date") and terminating on 7/23/19
11 ("Termination Date"). The Contract Commencement Date shall be the date this Contract is signed by LANDLORD if no Contract Commencement
12 Date is inserted. The Termination Date shall be one (1) year from the Contract Commencement Date if no fixed date is inserted. LANDLORD agrees
13 to pay BROKER the agreed upon rental commission compensation for all rentals for the Premises (or portion thereof) procured under and during the
14 time of this Contract, including rentals between LANDLORD and Tenant, all reservations, renewals, assignments, and transfers outside the
15 Termination Date of this Contract, as per Paragraph 4B.

16 3. **TERMS OF RENTAL:** BROKER'S exclusive right and authority to rent shall be for the following rental amount and terms, or upon any other
17 rental amount or terms to which LANDLORD may hereafter consent:

18 A. Seasonal Rent: From: 1/1/19 To: 3/31/19 \$ 3700^{MA}
19 per month, plus all sales and service taxes imposed by any taxing authority.

20 B. Off-Season Rent: From: 1/1/18 To: 12/31/18 \$ see p4 Section 16
21 per month, plus all sales and service taxes imposed by any taxing authority.

22 C. Annual Rent: \$ 17/7 per month.

23 D. Security Deposit: \$ 500 to be held in accordance with Florida law.

24 E. Advance Rent Requested: \$ 211

25 F. Availability: PROPERTY will be available AT ALL TIMES during the RENTAL LISTING CONTRACT PERIOD, unless otherwise agreed to
26 between LANDLORD and BROKER or unless otherwise set forth in this Contract.

27 G. Restrictions:

28 (1) Smoking is [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: ☒ (1) prohibited or ☐ (2) permitted.

29 (2) Pets are [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: ☒ (1) prohibited or ☐ (2) permitted.

30 Type of permitted pets: _____

31 (3) Other: _____

32 H. Furnishings: The Premises are offered [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]:

33 ☐ (1) unfurnished or ☒ (2) furnished. If the Premises are offered furnished, LANDLORD [SELECT ONE. IF NO SELECTION IS MADE,

34 (1) SHALL APPLY]: ☒ (1) agrees or ☐ (2) does not agree to provide BROKER with a copy of the inventory within 10 days after the
35 Commencement Date of this Contract.

36 I. Utilities and Additional Expenses: Fill in each blank space in this section with "L" for LANDLORD or "T" for Tenant. If space is left blank,
37 LANDLORD will be required to pay for that item. ("A" = Annual; "S" = Seasonal.)

ITEM	A	S	ITEM	A	S	ITEM	A	S
Electric		<input checked="" type="checkbox"/>	Long Distance and Toll Calls		<input checked="" type="checkbox"/>	Golf Transfer Fee		<input checked="" type="checkbox"/>
Basic Cable		<input checked="" type="checkbox"/>	Exterior Pest Control		<input checked="" type="checkbox"/>	Pre-Occupancy Cleaning		<input checked="" type="checkbox"/>
Sewer		<input checked="" type="checkbox"/>	Pool Maintenance		<input checked="" type="checkbox"/>	Post-Occupancy Cleaning		<input checked="" type="checkbox"/>
Water		<input checked="" type="checkbox"/>	Proposed Pool Heat Natural Gas		<input checked="" type="checkbox"/>	Association Maintenance Fees		<input checked="" type="checkbox"/>
Trash		<input checked="" type="checkbox"/>	Heat & A/C Filters		<input checked="" type="checkbox"/>	Association Tenant Security/ Common Area Deposit \$	17/17	
Internet		<input checked="" type="checkbox"/>	Interior Pest Control		<input checked="" type="checkbox"/>	Association Application Fee(s)		<input checked="" type="checkbox"/>
Lawn Care		<input checked="" type="checkbox"/>	Real Estate Taxes		<input checked="" type="checkbox"/>	Pet Deposit		<input checked="" type="checkbox"/>
Local Phone		<input checked="" type="checkbox"/>	Rec. Lease Fee \$			Credit Application Fee		<input checked="" type="checkbox"/>
Other			Transfer Fee \$			BROKER Application Fee		<input checked="" type="checkbox"/>
Other								

38 [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: ☐ (1) Tenant or ☒ (2) LANDLORD shall pay all charges for hookup, connection and deposit for the above utilities except:

40 4. **LANDLORD'S OBLIGATIONS: LANDLORD AGREES:**

41 A. To pay BROKER compensation of [FILL IN THE APPROPRIATE % AND/OR AMOUNT]:

42 ☒ 17 % of all gross rental income, whether procured by BROKER or LANDLORD including advance rent, and \$ as set forth in the rental agreement, or ☐ a fee of \$ for BROKER's services, plus any federal, state and local taxes that may be due for BROKER's services, payable as follows:

45 B. If a Tenant procured hereunder enters into a renewal rental agreement, extension agreement or new rental agreement(s) of the Premises within 9 months after the Termination Date of this Contract, BROKER shall be deemed the procuring cause and shall be paid the leasing compensation as per Paragraph 4.A.

48 C. If the Premises are sold to Tenant during the term of the rental or any renewal thereof, or within 90 days thereafter, to pay at closing to the real estate broker Compensation of 6 % of the purchase price of the Property ☐ and \$ OR ☐ a flat fee of \$ to BROKER.

51 D. TO PAY THE COMPENSATION TO BROKER WHETHER TENANT IS SECURED BY BROKER OR BY ANY OTHER PERSON AND TO REFER TO BROKER ALL INQUIRIES ABOUT THE PREMISES, WHETHER THEY ARE FROM OTHER BROKERS, LICENSEES, OR ANY OTHER PERSONS OR ENTITIES.

54 E. If the Premises are sold to a buyer other than Tenant during the term of the rental, to pay at closing all unpaid portions of BROKER's rental compensation for the entire term of the rental.

56 F. To provide BROKER access to the Premises for the purpose of inspection or presenting it to prospective tenants and/or buyers at reasonable hours.

58 G. To maintain and repair the Premises including, but not limited to, the roofs, porches, windows, exterior walls, screens, foundations, floors, structural components, locks, keys, and steps, and to keep the plumbing, heating, air conditioning systems and appliances in working order, except where Tenant has agreed to provide such maintenance. LANDLORD shall also ensure that the Premises comply with all applicable building, housing, and health codes including, but not limited to, ensuring that a working smoke detector device is installed in the Premises at the commencement of each rental agreement.

63 H. To comply with the procedures contained in Chapter 83, Florida Statutes, as amended or superseded, regarding the handling of the Security Deposit.

65 I. To provide Tenant such condominium, cooperative and/or homeowners' association documents as may be customary in the community so that Tenant may (1) make prompt application with the respective association(s) for approval, if required, and (2) otherwise comply with the rules of said association(s).

68 J. To permit interior and exterior photographs and/or videos of the Property to assist the BROKER in marketing the Property.

69 K. To acknowledge that BROKER shall retain all rights, including, but not limited to any copyright or other intellectual property rights, to any materials or content developed by BROKER, or by third parties acting on Broker's behalf, for use in marketing the Property, including, but not limited to, any photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property ("Marketing Materials"). LANDLORD further grants to BROKER a royalty-free, perpetual, and irrevocable license to use, sublicense, publish, display and reproduce any and all Marketing Materials supplied by LANDLORD to Broker for use in marketing the Property. LANDLORD warrants that any such Marketing Materials provided by LANDLORD to BROKER do not violate or infringe upon the intellectual property or other rights of any other person or entity.

75 L. LANDLORD warrants to BROKER that all financial obligations for the Property are paid currently and up to date and will remain so during the Contract.

78 M. "Cautionary note regarding audio and/or video surveillance and recording devices: There are Federal and Florida laws governing use of such devices. In many instances, consent of ALL parties to such surveillance is required in order for the activity to comply with the law. Seller agrees to inform broker in the event such devices are in active use on the property."

134 13. **BROKERAGE RELATIONSHIP:** BROKER, or licensee of BROKER, has informed and disclosed to LANDLORD the brokerage relationship
135 between BROKER and LANDLORD. The brokerage relationship is Transaction. (If left blank, transaction broker relationship shall apply.)

136 14. **MULTIPLE LISTING SERVICE(S) DATABASE COMPILATIONS:** If the listing is entered into MLS, LANDLORD authorizes BROKER to
137 provide MLS with (A) factual data about the physical characteristics of the Premises; (B) timely notice of status changes relating to the listing; (C)
138 pending rental information (excluding rental terms), and (D) the closed renting terms upon the lease of the Premises. LANDLORD grants to
139 BROKER the right to authorize MLS to incorporate the aforementioned information into its database. LANDLORD and BROKER acknowledge and
140 agree that all database compilations are owned exclusively by MLS, which shall have the sole and exclusive right to license access to the data in the
141 database, including data about the Premises, as MLS deems appropriate.

142 15. **NO MANAGEMENT AGREEMENT:** LANDLORD ACKNOWLEDGES THAT THIS CONTRACT DOES NOT CONSTITUTE A MANAGEMENT
143 AGREEMENT. BROKER SHALL HAVE NO PROPERTY MANAGEMENT DUTIES. ANY ARRANGEMENTS FOR PROPERTY MANAGEMENT
144 SHOULD BE SET FORTH IN A SEPARATE AGREEMENT. IF NO PROPERTY MANAGEMENT AGREEMENT IS ENTERED INTO BETWEEN
145 LANDLORD AND BROKER, LANDLORD SHALL DEAL DIRECTLY WITH TENANT WITH RESPECT TO REPAIR AND MAINTENANCE
146 ISSUES.

147 16. **OTHER TERMS AND CONDITIONS:** Rental Period November 1 - April 30
148 In Season 3 month minimum January 1 - March 31 \$3,700.00 per month
149 Off Season 1 month December 1 - December 31 \$2,500.00 per month
150 Long Term 2 months November 1 - December 31 \$2,300.00 per month
151 1 month April 1 - April 30 \$2,800.00 per month
152 6 months November 1 - April 30 \$3,000.00 per month

153 Repairs & Maintenance - issues occur, tenant is to inform
154 broker who will inform landlord who will then contact her
155 repair, maintenance, or property management people to
156 handle the issue

157 BEFORE SIGNING, LANDLORD HAS REVIEWED THE TERMS AND CONDITIONS ON ALL PAGES OF THIS CONTRACT.

Mary A. Craig 7/25/18
(Landlord's Signature) (Date)

(Landlord's Signature) (Date)

Mary A. Craig
(Landlord's Printed Name)

(Landlord's Printed Name)

Landlord's Mailing Address: 2010 E Oakland Avenue

Landlord's Contact: (Home) _____ (Office) _____ (Cell) (309) 242-5152 (Fax) _____

Email Address: mrcmac1-2@comcast.net Property Telephone: _____

[Signature]
(Authorized Broker's Signature)

(Date)

Leslie Rollins
(Listing Licensee's Printed Name)

Brokerage Firm Name: Denver Realty



RENTAL LISTING CONTRACT EXCLUSIVE RIGHT AND AUTHORITY



- 1 THIS RENTAL LISTING CONTRACT (this "Contract") is made and entered into on (Insert Date) 7/13/18
- 2 between: ("LANDLORD") Craig Family LLC and
- 3 ("BROKER") Realty Executives
- 4 1. **PREMISES/PROPERTY:** For valuable consideration, LANDLORD hereby grants to BROKER the exclusive right and authority to rent the
- 5 premises having the following street address: 1021 3rd St. S Naples, FL 34102
- 6 and if applicable, together with Parking Space(s) (#) 16, Garage(s) (#) —, Cabana(s) (#) —, Storage Locker(s) (#) —, and
- 7 Boat Dock(s) or Slip(s) (#) — to which LANDLORD has an exclusive right of use and the right to rent (collectively, the "Premises"), legally
- 8 described as follows: Town Manor Club (Coop) COV
- 9 2. **TERM OF LISTING:** BROKER shall have the exclusive right and authority to rent the Premises for a period of time commencing on
- 10 7/23/18 ("Contract Commencement Date") and terminating on 7/23/19
- 11 ("Termination Date"). The Contract Commencement Date shall be the date this Contract is signed by LANDLORD if no Contract Commencement
- 12 Date is inserted. The Termination Date shall be one (1) year from the Contract Commencement Date if no fixed date is inserted. LANDLORD agrees
- 13 to pay BROKER the agreed upon rental commission compensation for all rentals for the Premises (or portion thereof) procured under and during the
- 14 time of this Contract, including rentals between LANDLORD and Tenant, all reservations, renewals, assignments, and transfers outside the
- 15 Termination Date of this Contract, as per Paragraph 4B.
- 16 3. **TERMS OF RENTAL:** BROKER'S exclusive right and authority to rent shall be for the following rental amount and terms, or upon any other
- 17 rental amount or terms to which LANDLORD may hereafter consent:
- 18 A. Seasonal Rent: From: 1/1/19 To: 3/31/19 \$ 4200. -
- 19 per month, plus all sales and service taxes imposed by any taxing authority.
- 20 B. Off-Season Rent: From: 11/1/18 To: 12/31/18 \$ see p4 Section 16
- 21 per month, plus all sales and service taxes imposed by any taxing authority. 4/1/19 - 4/30/19 "
- 22 C. Annual Rent: \$ 17/19 per month.
- 23 D. Security Deposit: \$ 500. - to be held in accordance with Florida law.
- 24 E. Advance Rent Requested: \$ 11
- 25 F. Availability: PROPERTY will be available AT ALL TIMES during the RENTAL LISTING CONTRACT PERIOD, unless otherwise agreed to
- 26 between LANDLORD and BROKER or unless otherwise set forth in this Contract.
- 27 G. Restrictions:
- 28 (1) Smoking is [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: ☒ (1) prohibited or ☐ (2) permitted.
- 29 (2) Pets are [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: ☒ (1) prohibited or ☐ (2) permitted.
- 30 Type of permitted pets: _____
- 31 (3) Other: _____
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- 35 Commencement Date of this Contract.
- 36 I. Utilities and Additional Expenses: Fill in each blank space in this section with "L" for LANDLORD or "T" for Tenant. If space is left blank,
- 37 LANDLORD will be required to pay for that item. ("A" = Annual; "S" = Seasonal.)

ITEM	A	S	ITEM	A	S	ITEM	A	S
Electric	—	—	Long Distance and Toll Calls	—	—	Golf Transfer Fee	—	—
Basic Cable	—	—	Exterior Pest Control	—	—	Pre-Occupancy Cleaning	—	—
Sewer	—	—	Pool Maintenance	—	—	Post-Occupancy Cleaning	—	—
Water	—	—	Propane Pool Heat	—	—	Association Maintenance Fees	—	—
Internet	—	—	Natural Gas	—	—	Association Tenant Security/ Common Area Deposit \$	7/10	—
Trash	—	—	Heat & A/C Filters	—	—	Association Application Fee(s)	—	—
Lawn Care	—	—	Interior Pest Control	—	—	Pet Deposit	—	—
Local Phone	—	—	Real Estate Taxes	—	—	Credit Application Fee	—	—
Other	—	—	Rec. Lease Fee \$	—	—	BROKER Application Fee	—	—
Other	—	—	Transfer Fee \$	—	—			

38 [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: ☐ (1) Tenant or ☒ (2) LANDLORD shall pay all charges for hookup,
39 connection and deposit for the above utilities except:

40 4. **LANDLORD'S OBLIGATIONS: LANDLORD AGREES:**

41 A. To pay BROKER compensation of [FILL IN THE APPROPRIATE % AND/OR AMOUNT]:

42 ☒ 17 % of all gross rental income, whether procured by BROKER or LANDLORD including advance rent,
43 and \$ _____ as set forth in the rental agreement, or ☐ a fee of \$ _____ for BROKER's services, plus any
44 federal, state and local taxes that may be due for BROKER's services, payable as follows:

45 B. If a Tenant procured hereunder enters into a renewal rental agreement, extension agreement or new rental agreement(s) of the Premises
46 within 9 months after the Termination Date of this Contract, BROKER shall be deemed the procuring cause and shall be paid the leasing
47 compensation as per Paragraph 4.A.

48 C. If the Premises are sold to Tenant during the term of the rental or any renewal thereof, or within 90 days thereafter, to pay at
49 closing to the real estate broker Compensation of 6% of the purchase price of the Property
50 ☐ and \$ _____ OR ☐ a flat fee of \$ _____ to BROKER.

51 D. TO PAY THE COMPENSATION TO BROKER WHETHER TENANT IS SECURED BY BROKER OR BY ANY OTHER PERSON AND TO
52 REFER TO BROKER ALL INQUIRIES ABOUT THE PREMISES, WHETHER THEY ARE FROM OTHER BROKERS, LICENSEES, OR ANY
53 OTHER PERSONS OR ENTITIES.

54 E. If the Premises are sold to a buyer other than Tenant during the term of the rental, to pay at closing all unpaid portions of BROKER's rental
55 compensation for the entire term of the rental.

56 F. To provide BROKER access to the Premises for the purpose of inspection or presenting it to prospective tenants and/or buyers at
57 reasonable hours.

58 G. To maintain and repair the Premises including, but not limited to, the roofs, porches, windows, exterior walls, screens, foundations, floors,
59 structural components, locks, keys, and steps, and to keep the plumbing, heating, air conditioning systems and appliances in working order, except
60 where Tenant has agreed to provide such maintenance. LANDLORD shall also ensure that the Premises comply with all applicable building,
61 housing, and health codes including, but not limited to, ensuring that a working smoke detector device is installed in the Premises at the
62 commencement of each rental agreement.

63 H. To comply with the procedures contained in Chapter 83, Florida Statutes, as amended or superseded, regarding the handling of the
64 Security Deposit.

65 I. To provide Tenant such condominium, cooperative and/or homeowners' association documents as may be customary in the community so
66 that Tenant may (1) make prompt application with the respective association(s) for approval, if required, and (2) otherwise comply with the rules of
67 said association(s).

68 J. To permit interior and exterior photographs and/or videos of the Property to assist the BROKER in marketing the Property.

69 K. To acknowledge that BROKER shall retain all rights, including, but not limited to any copyright or other intellectual property rights, to any
70 materials or content developed by BROKER, or by third parties acting on Broker's behalf, for use in marketing the Property, including, but not limited
71 to, any photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and
72 other copyrightable elements relating to the Property ("Marketing Materials"). LANDLORD further grants to BROKER a royalty-free, perpetual, and
73 irrevocable license to use, sublicense, publish, display and reproduce any and all Marketing Materials supplied by LANDLORD to Broker for use in
74 marketing the Property. LANDLORD warrants that any such Marketing Materials provided by LANDLORD to BROKER do not violate or infringe upon
75 the intellectual property or other rights of any other person or entity.

76 L. LANDLORD warrants to BROKER that all financial obligations for the Property are paid currently and up to date and will remain so during
77 the Contract.

78 M. "Cautionary note regarding audio and/or video surveillance and recording devices: There are Federal and Florida laws governing
79 use of such devices. In many instances, consent of ALL parties to such surveillance is required in order for the activity to comply with the law. Seller
80 agrees to inform broker in the event such devices are in active use on the property."

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135 between BROKER and LANDLORD. The brokerage relationship is Transactional. (If left blank, transaction broker relationship shall apply.)

136 14. **MULTIPLE LISTING SERVICE(S) DATABASE COMPILATIONS:** If the listing is entered into MLS, LANDLORD authorizes BROKER to
137 provide MLS with (A) factual data about the physical characteristics of the Premises; (B) timely notice of status changes relating to the listing; (C)
138 pending rental information (excluding rental terms), and (D) the closed renting terms upon the lease of the Premises. LANDLORD grants to
139 BROKER the right to authorize MLS to incorporate the aforementioned information into its database. LANDLORD and BROKER acknowledge and
140 agree that all database compilations are owned exclusively by MLS, which shall have the sole and exclusive right to license access to the data in the
141 database, including data about the Premises, as MLS deems appropriate.

142 15. **NO MANAGEMENT AGREEMENT:** LANDLORD ACKNOWLEDGES THAT THIS CONTRACT DOES NOT CONSTITUTE A MANAGEMENT
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144 SHOULD BE SET FORTH IN A SEPARATE AGREEMENT. IF NO PROPERTY MANAGEMENT AGREEMENT IS ENTERED INTO BETWEEN
145 LANDLORD AND BROKER, LANDLORD SHALL DEAL DIRECTLY WITH TENANT WITH RESPECT TO REPAIR AND MAINTENANCE
146 ISSUES.

147 16. **OTHER TERMS AND CONDITIONS:** Rental Period November 1 - April 30
In Season 3 month minimum January 1 - March 31 \$ 4,000.00 per mo
148 Last minute option 2 month minimum January 1 - March 31 \$ 4,200.00 per mo
OFF Season with one of the above options and extra months outside January 1 - March 31
149 1 month December 1 - December 31 \$ 3,200.00 per mo
2 months November 1 - December 31 \$ 3,100.00 per mo
Long Term 1 month April 1 - April 30 \$ 2,800.00 per mo
150 6 months November 1 - April 30 \$ 3,000.00 per mo
151

152
153 Repairs & Maintenance - issues occur, tenant is to inform
154 broker who will inform landlord who will then contact her
155 repair, maintenance, or property management people to
156 handle the issue

157 **BEFORE SIGNING, LANDLORD HAS REVIEWED THE TERMS AND CONDITIONS ON ALL PAGES OF THIS CONTRACT.**

Mary A. Craig 7/25/18
(Landlord's Signature) (Date)

(Landlord's Signature) (Date)

Mary A. Craig
(Landlord's Printed Name)

(Landlord's Printed Name)

Landlord's Mailing Address: 2010 E Oakland Ave, Bloomington, IL 61701

Landlord's Contact: (Home) _____ (Office) _____ (Cell) 309.242-5152 (Fax) _____

Email Address: mrcmac12@comcast.net Property Telephone: _____

[Signature]
(Authorized Broker's Signature)

(Date)

Leslie Rollins
(Listing Licensee's Printed Name)

Brokerage Firm Name: Amerivest Realty

RENTAL PERIOD NOVEMBER 1 – APRIL 30

RENTAL PRICES & TERMS FOR UNIT 200

IN SEASON

3 month minimum – January 1 – March 31	\$4,000.00 per month
Last Minute Option – 2 MONTH MINIMUM January 1 – March 31	\$4,200.00 per month

OFF SEASON – WITH ONE OF THE ABOVE AND EXTRA MONTHS OUTSIDE January 1 – March 31

1 Month – December 1 – December 31	\$3,200.00 per month
2 Months – November 1 – December 31	\$3,100.00 per month
1 Month – April 1 – April 30	\$3,800.00 per month

LONG TERM

6 MONTHS – November 1 – May 1	\$3,000.00 per month
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