



Rental Services, 1509 Periwinkle Way, Sanibel Island, FL 33957
TEL: 800-448-2736 · FAX: 239-395-3844 · EMAIL: sfrentals@hgv.com
EXCLUSIVE TIMESHARE RENTAL CONTRACT

This Exclusive Timeshare Rental Contract ("Agreement") is entered into as of _____, 20____, by and between Grand Vacations Realty, LLC ("GVR") and the following owner(s): _____ ("Owner", "Owners" and "I"). I, the Owner(s) of the timeshare unit weeks listed below ("timeshare periods") at _____ (the "Property"), hereby appoint GVR as my agent for the rental of said timeshare periods. I hereby acknowledge, consent and agree that:

- 1. Exclusivity.** GVR shall have the exclusive right to rent my timeshare periods listed below and to charge, collect and remit sales tax levied under Florida Statutes Chapter 212 to the Department of Revenue of the State of Florida. I acknowledge that should the State be unable to collect such sales tax and any penalties and interest due from the rental of the accommodations, a warrant for such uncollected amount can be issued and become a lien against the accommodations until satisfied. I shall not exchange, rent, use or otherwise commit my timeshare periods after signing this contract for any purpose without the prior written consent of GVR.
- 2. Termination.** This Agreement expires at the conclusion of the timeshare period(s) listed below. This Agreement may only be terminated if the following criteria are met: (i) the timeshare period(s) subject to this Agreement are not committed to a rental guest, (ii) no rental payment has been paid to Owner, and (iii) prior written notice is provided prior to the timeshare periods scheduled start date to the attention of Rental Services, 6355 MetroWest Blvd., Suite 180, Orlando, Florida 32835. Unless otherwise agreed in writing, termination of this Agreement shall terminate all rights and obligations for all timeshare periods submitted under this Agreement. Notwithstanding the foregoing, in the event my timeshare periods, or a substantial portion of the Property in which my timeshare period exists are rendered unavailable or uninhabitable due to a natural disaster, act of God, war, civil unrest or any other event beyond the control of GVR, the parties to this Agreement shall be released of all obligations hereunder.
- 3. Rental.** GVR will accept timeshare periods in full-week (7 nights) increments only. GVR may rent my timeshare periods for any duration deemed necessary to secure the rental. Entering into this Agreement with GVR does not guarantee a partial or full-week rental. In exchange for GVR's services to obtain a rental guest, GVR is entitled to a commission, to be deducted from all net rental proceeds and/or forfeited deposits for any applicable cancellations. A rental guest shall be permitted to cancel its/his/her reservation, and a deposit may or may not be applicable or refundable. To the extent permitted by law, GVR will retain all interest, if any, earned on rental deposits. Net proceeds shall be calculated after any applicable discounts, including multi-week, owner, Hilton Grand Vacations Club Member and AAA discounts; travel agent commissions and charges; broker fees; and housekeeping/cleaning fees (including daily cleaning fees, if applicable, and split week cleaning fees if the unit is used more than once during the applicable time period(s)), based upon the following schedule:

One to 28 nights	35% to GVR, 65% to Owner
29 or more nights	30% to GVR 70% to Owner

In order to qualify for the 70% payment split, all room nights must be at the same resort and submitted to GVR simultaneously at least ninety (90) days prior the start date of the first timeshare period. If any maintenance fees, taxes, assessments or special assessments are delinquent at the time rental proceeds are collected by GVR, such delinquent amounts may be deducted from the net amount due to Owner. Payment of remaining rental proceeds shall be paid upon processing after completion of your applicable timeshare period.
- 4. Acceptance.** I acknowledge this Agreement is not binding or effective until accepted by GVR and that GVR may limit the number of exclusive contracts accepted and may refuse to accept this Agreement in its sole discretion for any reason. Additionally, this Agreement may be rejected by GVR if: (i) I am delinquent on maintenance fees, taxes, and special assessments, (ii) I have not provided my social security or Tax ID number for income reporting purposes, (iii) I have modified or made any changes to this contract, (iv) I have exchanged my timeshare period(s) through an exchange company or selected HHonors points or other program benefit in lieu of occupancy, (v) I have not furnished all the requested information, (vi) I attempt to provide partial and/or split weeks to GVR, or (vii) I am a flex Owner and I have not confirmed my unit week reservation prior to submitting this Agreement. If Owner is a foreign person or entity, GVR is required by U.S. tax law to withhold 30% of all gross income from Owner's proceeds unless Owner provides a properly completed IRS Form W-8ECI including U.S. Social Security or U.S. Tax I.D. Number, prior to disbursement of proceeds. I acknowledge and agree that (i) if I am a U.S. non-resident alien, I will report any proceeds from this transaction on a U.S. Federal Tax Form 1042-S, and (ii) if I am a U.S. person (including a resident alien), I will report any proceeds from this transaction on a U.S. Federal Tax Form 1099 and will be subject to taxation in accordance with current U.S. federal tax law. Such tax forms may be obtained directly through the U.S. Internal Revenue Service or through a United States Consulate.

5. **Best Efforts.** I acknowledge and agree that GVR shall strive to rent the timeshare period(s) listed below at the best available rate, subject to all applicable discounts, and number of days as determined by GVR in its sole discretion and that GVR is not responsible for any reservation cancellations and has sole authority to assign renters to units for which it holds rental contracts. I further acknowledge that GVR will use its best efforts to obtain suitable renters but makes no guarantee in this regard. I understand that if GVR is unable to obtain suitable renters for my timeshare period and no use of my timeshare period is made, I remain solely responsible for the payment of all maintenance fees, taxes and other assessments associated therewith. I further agree to contact the Property directly to confirm the status of my timeshare period(s).
6. **Priority of Rental.** This contract may be submitted up to two years in advance, and unless terminated as provided above expires at the conclusion of the timeshare period(s) listed below. Rental priority of all units subjected to exclusive contracts is determined by the order in which completed exclusive contracts are received and accepted by GVR and on the specific unit types requested by renters.
7. Flex Owners must list confirmed week(s) and unit(s) for the year specified and provide a copy of the confirmation.
8. I understand and acknowledge the fact that a potential conflict of interest exists as: (i) GVR may be a subsidiary of an affiliate of the developer of the Property in which the timeshare period(s) is located and GVR may be renting unsold or re-acquired timeshare period(s) at the Property, and/or (ii) GVR is also the management company of the Property and also rents timeshare period(s) for other properties managed by GVR. Although GVR may take steps to eliminate or lessen this conflict, it cannot guarantee it will be totally eliminated.
9. This Agreement may not be amended or modified by conduct manifesting assent, or by electronic signature. I am on notice that any individual purporting to amend or modify the Agreement by conduct manifesting assent or by electronic signature is not authorized to do so. Any and all previous agreements and understandings between the parties regarding the subject matter of this Agreement, whether written or oral, are superseded by this Agreement.

Signer(s) warrants that he/she has the authority to execute this Agreement and does so with the consent of all owners named on the deed.

Signature of Owner

Printed: _____

Signature of Owner

Printed: _____

Street Address

City, State, Zip

Social Security or Tax I.D. # **REQUIRED**

Daytime Phone Number

Fax Number

Email Address

Unit #	Week #	Arrival Date	Departure Date	# of Nights Listed	For Office Use Only

Accepted by GVR on _____, 20__

Grand Vacations Realty, LLC

This Agreement is not valid until approved by Grand Vacations Realty, LLC
The timeshare period(s) listed above are not considered listed for rent until you receive a copy of this Agreement signed by a GVR representative.
An executed copy of this Agreement will be returned to you for your records after processing.

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