



TIMESHARE RENTAL LISTING AGREEMENT

This Agreement is entered into between the owner(s) of one or more unit weeks at the below named resort (herein "Resort") who is/are identified below (herein "Owner") and TripForth, LLC (herein "Agent") for TripForth in Virginia. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Appointment of Agent. The undersigned Owner on behalf of himself/herself and any other Co-Owners of the timeshare interest(s) described below (herein "Property") appoints Agent as exclusive agent for rental of the Property for the period described below.

Owner grants Agent the exclusive right to rent the Property herein described, for the period herein described, at rates and terms to be established at the sole discretion of Agent. Rental rates shall be based upon, but not necessarily equal to, prevailing seasonal rates established by Agent. Prevailing rates are subject to all discounts given, whenever deemed appropriate in Agent's sole discretion, to secure the booking.

Owner acknowledges that AGENT DOES NOT GUARANTEE THAT ACCOMMODATIONS WILL RENT AT ALL OR AT THE RESORT'S PUBLISHED RACK RATES. This appointment shall extend to charging, collecting and remitting sales taxes levied to the necessary entity.

2. Commission. Owner agrees to pay to Agent a commission in the amount of **thirty percent (30.0%)** of the "net rental proceeds" received (as that term is defined below).

"Net rental proceeds" shall mean the rental proceeds Agent receives from the generation of rental reservations. This is to include, but not limit to, the commissions owed to any online travel agent fees when rental reservations are produced from such sites. Online travel agent fees shall not exceed **twenty percent (20%)** of gross rental revenue.

3. Owner's Share of Net Rental Proceeds. Agent shall remit to Owner **seventy percent (70.0%)** of the net rental proceeds less any unpaid assessments, late fees, shares of real estate taxes or other charges that may be due and owed to the Association. Owner hereby recognizes that they shall not be entitled to any portion of the income or fees received by the Agent which are not rental rate from the Property. Examples of this would include but not limited to administrative fees, resort fees, damage protection plans, and travel insurance.

4. Non-U.S. Resident Owners. Under current United States Tax Law, Agent is required to and therefore will withhold thirty percent (30.0%) of the gross rental income collected on behalf of Non-U.S. resident owners, unless such owners provide Agent with either a U.S. Social Security number or U.S. Federal Tax ID number. THE SOCIAL SECURITY NUMBER OR FEDERAL TAX ID NUMBER MUST BE ON FILE AND/OR SUBMITTED WITH THE AGENT PRIOR TO THE START OF THE LISTING AGREEMENT AND TO AVOID WITHHOLDING.

5. Deposits. Agent may collect a deposit on reservation bookings. In the event of a cancellation with less than three (3) days' notice prior to occupancy time, the deposit will be disbursed in the manner as described in the "Commission" statement. However, Agent reserves the right to waive retention of deposits regardless of cancellation time in situations that are deemed "special circumstances" by Agent in its sole discretion. "Special Circumstances" may include, but are not necessarily limited to, death or family emergencies, re-rental of unit, Acts of God, etc. Agent also reserves the right to change the deposit policy at any time without prior notice, and Owner authorizes Agent to resolve any disputes with renters even if that resolution alters deposits or rental rates. Agent will maintain all deposits in a federally insured account. Deposits may be commingled with other deposits. Agent shall retain any interest earned on the deposits.

6. Rental Periods. Agent may rent accommodation either daily or for a full week. AGENT DOES NOT GUARANTEE A FULL WEEK RENTAL FOR ACCOMMODATIONS LISTED BY OWNER. The assessment paid by Owner to their Association provides for one cleaning per interval week. Owner agrees to be responsible for the additional cleaning cost if the Property is occupied by more than one tenant during the course of the interval, requiring an extra cleaning.

7. Condition Precedent and Disclaimer. All assessments due the Association must be paid prior to this Rental Agreement becoming effective. If your timeshare ownership is floating or points a reservation must be made with your home resort. This Agreement in no way implies or guarantees that the Property will be rented. IT IS NOT THE RESPONSIBILITY OF THE AGENT TO CONTACT OWNERS REGARDING THE RENTAL STATUS OF OWNER'S PROPERTY.

***OWNER INITIALS** _____

8. **Owner's Warranty.** Owner warrants that he/she is the owner of the Property described below and is fully authorized to enter into this Rental Agreement. Owner has not exchanged the right to use the Property for the interval listed below via any interval exchange system. If the timeshare interest is subject to a floating time reservations system, Owner has received confirmation of the use period indicated at top of document. Owner has the authority to enter into this Agreement and receive the Owner's Share of Net Rental Proceeds on behalf of all co-owners of the Property listed for rental hereunder and agrees to indemnify Agent from any claims by co-Owners. Owner agrees to Indemnify and hold the Agent, their employees, agents, principals, subsidiaries, parents and affiliates harmless from any and all claims, demands, damages, costs and expenses (including, without limitation, attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) directly or indirectly arising from, related to, or in connection with this Agreement, the Property or the use and occupancy of the Property by Guests and any other permitted parties hereunder. The Agent, their employees, agents, principals, subsidiaries, parents and affiliates shall not be liable for any loss or damage to any person or property (including, but not limited to the Owner or Guests of the Owner) of any nature resulting from any accident or occurrence in, on or about the Property or the building of which the Property may be a part, including but not limited to, any and all claims, demands, damages, costs and expenses (including, without limitation, attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) resulting from: (i) the acts or omissions of Guests; (ii) wind, rain or other elements; (iii) theft, vandalism, fire or act of God. The provisions of this shall survive the termination of this Agreement. Owner acknowledges his understanding that it is the Owner's duty and responsibility to contact Agent to determine the rental status of the Property and that such rental status could be subject to change up until and including the first day of the rental period.

9. Cancellation.

- A. **Owner may cancel** this agreement in writing at any time prior to Agent securing a rental. Original unit number assignments are not guaranteed during Owner Use post cancelation of rental agreement. *Resorts require 48 hours' notice for Owner Use post cancelation of rental agreement.
- B. **Owner may cancel** this agreement in writing after a rental has been secured, provided Agent is able to relocate renter to comparable unit.
- C. **This agreement may not be cancelled** after a rental has been secured and Agent is NOT able to relocate renter to comparable unit.
- D. It is understood and agreed between the parties hereto that the Agent may elect to assign its rights under this agreement to a related party or entity under common control of the Agent. Such an assignment shall not impair the performance of this agreement nor materially increase the risk or burden imposed on the non-assigning party. The assigning party shall bear all costs associated with such an assignment.

*OWNER NAME (Please Print): _____

*HOW DID YOU HEAR ABOUT TRIPFORTH? (CIRCLE ONE)

RETURN USER RESORT REFERRED ONLINE AD GOOGLE SEARCH OTHER _____

*UNIT(S) # _____ *WEEK(S) _____ *ARRIVAL DATE(S) _____ *DEPARTURE DATE(S) _____

*RESORT NAME: _____

*OWNER'S MAILING ADDRESS: _____

*CITY _____ *STATE _____ *ZIP _____

*PHONE _____ EMAIL _____

*EFFECTIVE FOR CALENDAR YEAR (1 year limit per agreement) _____

Owner grants TripForth the exclusive right to rent the Property for the period herein described coordinate usage rights with Property Staff and authorize guest usage for the Property and period herein described.

*Owner Signature: _____ Date: _____

PLEASE RETURN THIS AGREEMENT TO:
PO BOX 12967 Newport News, VA 23612
Fax: 757-596-7273 | Toll Free: 888-811-7850
Email: Owners@tripforth.com