

Rental Listing Agreement

Full Name: _____ Owner Number: _____
Last First

Address: _____
Street Address Apartment/Unit #

Phone: _____ E-mail Address: _____
City State ZIP Code
()

Resort Name: _____ Todays Date: _____

Unit Size: _____ Unit Number: _____ Week(s) to be Rented _____ Year: _____

The undersigned homeowner ("Owner") of the above-described timeshare ("Unit") hereby authorizes Vacation Resorts International ("Rental Agent") to rent such Unit on my behalf from Today's Date through midnight on December 31, _____ (the "Expiration Date"), in accordance with, and subject to, the other provisions contained in this Owner Rental Listing Agreement ("Agreement"). .

TERMS AND CONDITIONS

1. **TERM:** The "Term" of this Agreement shall commence on Today's Date and run until the Expiration Date, unless earlier terminated pursuant to Paragraph 10 of this Agreement.
2. **PURPOSE:** This Agreement shall govern the rights and obligations of the parties with respect to the use and rental of the Owner's Unit for the dates indicated above. It is further agreed that by entering into this agreement, Owner acknowledges the Unit/Week designated above may not be used for any other purpose, subject to those provisions contained herein.
3. **EXCLUSIVE AGENCY:** Owner understands and acknowledges that Rental Agent is the exclusive rental agent for the Unit/Week listed above. Owner has read this Agreement and the Rental Procedures, and Owner expressly represents that it understands this Agreement in its entirety, and consents to all of the provisions contained within it. Owner further agrees to the exclusive renting of the above referenced Unit/Week, by Rental Agent or one of its affiliates, in accordance with this Agreement and the Rental Procedures attached hereto and incorporated herein by this reference. By executing this Agreement, Owner represents and warrants that he or she has the right to use Unit for the dates indicated above, and that all maintenance fee assessments or similar charges have been (or will be) paid through such dates of occupancy. The occupancy of the Unit for the dates indicated above may not be rented, exchanged, or transferred to any third party, except as contemplated hereunder. Owner agrees to be responsible for the total cost to accommodate any guest denied use of the Unit due to Owner's error or failure to comply with this Paragraph 3. Partial Weeks, i.e., occupancy of three or four nights only, may be accepted for rental; however, Rental Agent shall charge an administrative fee for such partial week rental services, which fee is currently established at \$25/week. In addition, in such instances, Owner agrees to be responsible for any additional housekeeping/cleaning fees which may be incurred as a result of such partial week usage.
4. **NON-GUARANTEED RENTAL:**
 - a. Owner acknowledges that Rental Agent can neither guarantee that Owner's Unit will be rented for any or all of the dates indicated above nor rented at any specified rate. Owner further acknowledges and agrees that Rental Agent intends to enter into substantially similar Rental/Exchange Authorization Agreements with other owners at the Resort identified above and that Rental Agent will manage its rental program at such Resort impartially and equitably without favored treatment to any one owner or group of owners, consistent with the availability to Units and the preferences of renters for different types, sizes, travel dates and rental rates of rental accommodations.
 - b. Rental Agent agrees to use its commercially reasonable efforts to rent the Unit, but reserves the right to rent less than the entire week and/or to establish rental rates in its sole discretion. RENTAL AGENT'S DECISION AS TO THE RENTAL RATE ESTABLISHED SHALL BE FINAL. Owner expressly grants Rental Agent the right to contract with independent travel agents, online travel agents, and others (collectively referred to as "Agencies") to assist in the marketing and promotion of rentals. In such cases, additional "Agency Fees" may apply.
 - c. Subject to the other provisions of this Agreement, including, without limitation, Paragraphs 6 and 7 below, Owner will be paid for the actual number of nights their Unit was used by a rental guest via Rental Agent ("Gross Rental

Revenue”) less the costs of the Additional Fees and Commission Fees (“**Owner Rental Revenue**”).

5. **SALE OF UNIT:** In the event the Unit covered in this Agreement is sold after a confirmation has been issued into it based on the Unit’s rental hereunder, such sale must be subject to Rental Agent’s exclusive right to use the applicable week(s). Owner shall be responsible to notify Rental Agent not less than 60 days prior to sale’s closure, or within 48 hours of escrow, as may be applicable.
6. **CREDIT CARD SURCHARGES, TAXES, COMMISSIONS, REFUNDS AND HOUSEKEEPING:** Owner acknowledges his or her responsibility for all third party costs reasonably incurred by Rental Agent in its commercially reasonable efforts to rent the Unit, including, without limitation, all credit card surcharges and chargebacks, taxes, travel agent and 3rd party website commissions, Agency Fees, refunds and housekeeping costs (collectively, “**Additional Fees**”), and hereby authorizes Rental Agent to deduct such amounts from the Gross Rental Revenues, which for the purposes of this Agreement shall be defined as all rental proceeds received by Rental Agent based on the rental of the Unit through the rental program during the term of this Agreement.
7. **AUTHORIZATION TO DEDUCT ADMINISTRATIVE FEES:** Owner hereby expressly authorizes Rental Agent to deduct and retain applicable commissions from the Gross Rental Revenues (“**Commission Fees**”) as Rental Agent’s compensation for the performance of rental services hereunder. Owner understands that Rental Agent shall collect from the Owner the sales tax applicable to such administrative fees and agrees that Rental Agent shall withhold same from the Gross Rental Revenues.
8. **STATEMENTS & DISTRIBUTIONS:** All accounting required under this Agreement will be completed within sixty (60) calendar days of the last day of the Unit’s occupancy and distribution checks mailed to the Owner at the address stated above as soon thereafter as is reasonable practicable.
9. **SALES TAXES:** Rental Agent shall, as agent for the Owner, collect from the Unit’s renter sales tax generally applicable to the rental of the Unit. Rental Agent shall be responsible as agent for Owner for remitting the applicable tax to the respective revenue authority.
10. **TERMINATION:** This Agreement may be terminated at any time by either party with or without cause except that, once a properly executed copy of this Agreement is on file with Rental Agent, Owner may only terminate this Agreement if the Unit has not been reserved. Termination of this Agreement must be in writing. A valid termination of this Agreement shall be solely evidenced by the issuance to Owner of a unique cancellation code number by Rental Agent. A \$50.00 “**Handling Fee**” may be applied to any terminated agreements. Please allow 48 hours for processing.
11. **NOTIFICATION OF NON-RENTAL:** Rental Agent shall not be required to notify Owner of either rental or non-rental of the Unit. Owners may contact Rental Agent’s Vacation Rental Department at any time to inquire about the status of the rental listing; however, Unit is considered rented only when occupancy of rental guest is complete. Final confirmation of rental status may be confirmed by Owner after the scheduled departure date. In the event of an emergency within Owner’s Unit/Week, or in the case of incompatibility or suitability of the Unit for the renter, Rental Agent reserves the right to transfer the renter to another Unit. Owner agrees to maintain the Unit in a condition satisfactory for guest and rental occupancy and Rental Agent shall have, at its sole discretion, the right to determine if the Unit is or is not in satisfactory condition for rental and occupancy.
12. **REQUIRED SIGNATURES:** If the Unit is jointly owned, any Owner in title may execute or terminate this Agreement; however, that Owner is then responsible for all other notifications to the remaining parties.
13. **INDEMNITY:** Owner agrees to indemnify and hold Rental Agent, its parent company, affiliates, and their respective directors, managers, officers and employees (collectively, the “**Rental Agent Parties**”) harmless against and from, any and all claims, demands, and liabilities, which may arise in connection with the rental or non-rental of Owner’s Unit. Owner specifically relieves the Rental Agent Parties from any liability in connection with the failure to rent Owner’s Unit or decisions regarding the rental rate established. Further, Owner agrees to indemnify, defend and hold the Rental Agent Parties harmless from and against any and all claims brought by any third parties including, but not limited to, renters and guests at the Resort, in connection with Rental Agent’s rental of the Unit for Owner. The Parties expressly acknowledge and agree that the Rental Agent Parties shall not be liable or responsible for the payment of any obligations or liabilities of the Owner or any renter of the Unit whatsoever, including, without limitation, demands, causes of action, obligations or liabilities (including damages, costs and reasonable attorney fees). This indemnification obligation shall survive this Agreement.
14. **ANNUAL FEES:** Owner acknowledges and agrees that placing his or her Unit in the rental program does not relieve him or her of the responsibility to pay annual fees and other assessments relating the Unit by their due date. In the event Owner shall become delinquent in the payment of any money owed to his or her Association prior to the rental dates, and such delinquency remains unpaid, the Owner’s Rental Revenue will be paid to the Association.

15. **ENTIRE AGREEMENT:** This Agreement constitutes the sole, full and complete agreement of the parties with respect to the subject matter hereof, and supersedes any prior oral or written representations, conditions, warranties, understandings, proposals, or previous agreement between the parties hereto. This Agreement may be amended only by an agreement in writing executed by both of the parties hereto.
16. **ATTORNEYS FEES; GOVERNING LAW:** The prevailing party in any action between the parties arising out of this Agreement shall be entitled to recover its reasonable attorney's fees and costs incurred herein. This Agreement is made pursuant to, and shall be construed in accordance with, and governed by the laws of Florida and the laws of the United States of America effective therein.
17. **WAIVER; SEVERABILITY:** The waiver by either party of any provision of this Agreement shall not constitute a waiver by that party of any other provision of this Agreement or any subsequent breach of the provision waived. The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of any remaining provision.
18. **NOTICES:** Any notice required hereunder shall be in writing and shall be sent to the other party by personal delivery, by any form of express mail, or by first class mail, postage prepaid, return receipt requested, and addressed, if to the Owner, at the address stated on page 1, or if to Rental Agent, to 2024 Corporate Centre Dr., Suite 101, Myrtle Beach, SC 29577, Attn: Vacation Rental Department. Any party may change its address for notice purposes by giving notice to the other party in the manner provided herein.
19. **EXECUTION:** The persons executing this Agreement on behalf of each of the parties hereby warrant that he/she is duly authorized to execute this Agreement on behalf of said party. Owner warrants he/she is the owner of the Unit described above and fully authorized to enter into this Agreement. Owner has not exchanged the right to use the Unit above. Owner has the authority to enter into this Agreement and receive the Owner's share of the Owner Rental Revenue on behalf of all co-owners of the Unit listed for rental hereunder and agrees to indemnify the Rental Agent Parties from any claims by co- Owners.
20. **SURVIVAL:** The terms of Paragraphs 3 through 7, 12, and 14 through 20 shall survive the termination or expiration of this Agreement to govern the relationship of the parties.

Owner Signature _____ Date: _____

Please Print Name _____
(as appears on membership documents)

Please return completed agreement to:
 Capital Vacations Resort Management
 C/O Inventory Control
 2024 Corporate Centre Dr., Suite 101,
 Myrtle Beach, SC 29577
 Fax: 949-448-5145
inventorycontrol@capitalvacations.com



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> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <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> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (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					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 90%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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*.

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

(Rev. October 2021)

▶ For use by individuals. Entities must use Form W-8BEN-E.

OMB No. 1545-1621

Department of the Treasury
Internal Revenue Service

▶ Go to www.irs.gov/FormW8BEN for instructions and the latest information.

▶ Give this form to the withholding agent or payer. Do not send to the IRS.

Do NOT use this form if:

Instead, use Form:

- You are NOT an individual W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services) W-8ECI
- You are a beneficial owner who is receiving compensation for personal services performed in the United States 8233 or W-4
- You are a person acting as an intermediary W-8IMY

Note: If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner		2 Country of citizenship	
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.			
City or town, state or province. Include postal code where appropriate.		Country	
4 Mailing address (if different from above)			
City or town, state or province. Include postal code where appropriate.		Country	
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)			
6a Foreign tax identifying number (see instructions)		6b Check if FTIN not legally required <input type="checkbox"/>	
7 Reference number(s) (see instructions)		8 Date of birth (MM-DD-YYYY) (see instructions)	

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
 - (a) income not effectively connected with the conduct of a trade or business in the United States;
 - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
 - (c) the partner's share of a partnership's effectively connected taxable income; or
 - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.

Sign Here I certify that I have the capacity to sign for the person identified on line 1 of this form.

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Print name of signer