

Sample Intermediary Agreement

Please read this agreement, verify the entered information (paying close attention to your points summary) and reply to this email by entering your name as the response. By replying with your name you confirm that you have read the rental agreement (this constitutes an electronic signature) and this agreement becomes binding.

Intermediary Agreement

This electronic agreement is made by and between _____ (DVC Member) and The DVC Rental Store.

The DVC Member requests assistance from The DVC Rental Store for the purpose of finding and managing guests in exchange for an agreed price per point.

The DVC Member and The DVC Rental Store are completely familiar with the terminology used by the Disney Vacation Club and are fully familiar with the operations of the Disney Vacation Club and neither will rely on the other for guidance regarding policies or procedures of the Disney Vacation Club.

The DVC Rental Store will be responsible for:

a) Supplying the DVC Member with guests who are seeking rental opportunities

- b) Contacting Disney Vacation Club's Member Services to check availability for guests
- c) Contacting the DVC Member when a guest requires a rental
- d) Collecting funds from the guest for reservations made by the DVC Member
- f) Creating and receiving an rental agreement from the guest
- g) Paying the DVC Member for points used to secure reservations, at the agreed price, 65% at time of rental and balance on day of check-in
- h) Ensuring that the guest's reservations were fulfilled to the guest's satisfaction

The DVC Rental Store will not be responsible for any unused points or points which expire prior to being rented.

The DVC Member will retain full control, use and rights assigned to their points until such time that reservations are made for which funds (partial or full) have been received.

The DVC Member may opt out of this agreement at anytime as long as it does not jeopardize any reservations that have been made for which funds (partial or full) have been received.

The DVC Member will be responsible for:

- a) Providing the Intermediary with full details on how many points are available for rentals
- b) Advising the Intermediary which Home Resort the points belong to
- c) Advising the Intermediary which Use Year that the points belong to
- d) Advising the Intermediary whether points may be banked or borrowed in order to secure reservations

- e) Keeping maintenance fees and mortgages current at all times
- f) Keeping their membership in the Disney Vacation Club current and active so as not to harm reservations
- g) Honoring all reservations made for which funds (partial or full) have been received
- h) Maintaining an active PayPal account (unless company check or ACH Bank Transfer is selected) with which to receive payment for funds collected
- i) Sending all hard copy reservation confirmations to the Intermediary

The DVC Member further agrees and promises:

- a) Not to list the points for sale while there are active reservations
- b) To keep all maintenance fees, dues or assessments current
- c) To keep all mortgages current
- d) To keep their membership in the Disney Vacation Club in good standing

The DVC Member agrees that they will add a Disney Dining Plan for the Guest in an expedient manner once directive and funds have been provided to the Member by The DVC Rental Store so as not to jeopardize the ability of the Member to add the Disney Dining Plan under Disney Vacation Club guidelines. Addition of the Guest's Dining Plan in an expedient manner is also necessary in order for the Guest to make Advanced Dining Reservations.

The DVC Member further agrees that they will make restitution to the guest and The DVC Rental Store for failure of the DVC Member to add a Disney Dining Plan for the guest once directive and funds have been provided to the Member by The DVC Rental Store. This amount will be equal to the Guest's unrealized discount as set forth by Walt Disney Company which the Guest

would have enjoyed had the dining plan been added. Current advertised discounted amount as set forth by the Walt Disney Company are:

10% – Disney’s Quick Service Dining (Example: Member will make \$100.00 restitution to the guest if a \$1000.00 Quick Service Dining Plan is not added under the terms listed above)

15% – Disney’s Plus (Base) Dining Plan (Example: Member will make \$150.00 restitution to the guest if a \$1000.00 Plus (Base) Dining Plan is not added under the terms listed above)

25% – Disney’s Deluxe Dining Plan (Example: Member will make \$250.00 restitution to the guest if a \$1000.00 Deluxe Dining Plan is not added under the terms listed above)

The DVC Member further agrees that they will make full restitution to the guest and The DVC Rental Store for any and all expenses related to a reservation cancellation caused by the failure of the DVC Member to honor any and all term of this agreement, including any fees and charges associated with the collection of said expenses.

These terms and conditions are governed and interpreted pursuant to the laws of the State of Indiana, United States of America, notwithstanding any principles of conflicts of law. Any dispute under this agreement shall have venue in the courts of Marion County, Indianapolis, Indiana. If any part of these terms and conditions is unlawful, void or unenforceable, that part will be

deemed severable and will not affect the validity and enforceability of remaining provisions.

DVC Member:

Name

Street Address

Cit, State Zip Code

Home Phone: 407-555-2222

Work Phone: 407-555-1111

Mobile Phone: 615-555-3333

E-Mail Address: dvcmember@rent.com

PayPal Address: dvcmember@pay.com

The following points are being made available for rental:

(100 Banked) March UY – Disney’s Saratoga Springs Resort and Spa
(Expiration 2/28/2012) payable @ \$x.xx/rented point.

(160 Current) March UY – Disney’s Saratoga Springs Resort and Spa
(Expiration 2/28/2012) payable @ \$x.xx/rented point.

(160) Permission to borrow from next years allotment in order to fulfill guest’s
requested reservation @ \$x.xx/rented point.

Agreed and accepted on 3/17/2011.

Please read the agreement above, enter your name as a reply and transmit back to us to complete this agreement. By replying with your names you confirm that you have read the rental agreement (this constitutes an electronic signature) and this agreement becomes binding.

Please note that we are unable to begin marketing your DVC points until your e-signed agreement is returned.