

Intermediary Agreement

Please read this Intermediary Agreement, verify the entered information (paying close attention to your points summary), fill out the requested information and electronically sign your name on the signature line below. By signing with your electronic signature, you confirm that you have read this Intermediary Agreement and its terms become binding.

This Intermediary Agreement is made on (DATE) ("Effective Date") by and between ("DVC Member and The DVC Rental Store.

RECITALS

WHEREAS, DVC Member, as a member of the Disney Vacation Club, owns fractional ownership interests in one or more residential units at Disney World Resorts, which are represented and valued via a point system unique to Disney properties and identified via Membership Numbers listed at the end of this agreement;

WHEREAS, DVC Member requests assistance from The DVC Rental Store for the purpose of finding and managing Guests to use DVC Member's DVC points to stay at Disney World Resorts in exchange for an agreed price per point or price per specific reservation; and

WHEREAS, DVC Member and The DVC Rental Store are both completely familiar with the terminology used by the Disney Vacation Club and the operations of the Disney Vacation Club and do not need to rely on the other for guidance regarding policies or procedures of the Disney Vacation Club. Such terminology may be utilized in this Intermediary Agreement and will be interpreted to have the meaning used by the Disney Vacation Club.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the sums as hereinafter described, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The DVC Rental Store will, as appropriate:
 - a. Supply DVC Member with reservation requests to be made for current or future Guests who are seeking rental opportunities for which DVC Member's Disney Vacation Club points may be used;
 - b. Provide detailed instructions for procuring reservation opportunities to DVC Member;
 - c. Contact DVC Member when a reservation opportunity for which DVC Member's Disney Vacation Club points may be used;
 - d. Collect funds from Guest for reservations made by DVC Member;

- e. Create, distribute, and facilitate a Rental Agreement between DVC Member and Guests;
 - f. Distribute funds paid by Guests to DVC Member for points used to secure reservations, at the agreed price; and
 - g. Supply DVC Member with appropriate year-end tax reporting documents as set forth by the United States Internal Revenue Service. These forms include Form 1099-MISC for United States DVC Members and Form 1042-S for non-United States DVC Members.
2. The DVC Rental Store shall not be responsible for any of DVC Member's unused points or points which expire prior to being rented.
3. DVC Member shall retain full control, use and rights assigned to DVC Member's Disney Vacation Club points until such time that reservations are made using such points and for which funds (partial or full) have been received.
4. DVC Member may terminate this Intermediary Agreement at any time unless such termination would jeopardize any reservations that have been made and for which funds (partial or full) have been received.
5. DVC Member shall provide The DVC Rental Store with full details on how many points are available for rentals including:
 - a. Home Resort(s) and Use Year for each Membership; and
 - b. Condition of points being Banked, Borrowed or Current.
6. DVC Member agrees to:
 - a. Promptly facilitate and procure reservations as described in the reservation request instructions when issued to DVC Member.
 - b. For reservations secured, provide reservation confirmation information including reservation number, and forward the reservation confirmation email to The DVC Rental Store.
 - c. Timely execute (by electronic signature) all documents, and other agreements requested by The DVC Rental Store, including but not limited to each Rental Agreement presented to DVC Member.
 - d. Promptly facilitate directives from The DVC Rental Store on behalf of the Guest including but not limited to, Disney Dining Plan purchases (funds to make the purchase will be provided from The DVC Rental Store to the DVC Member), Magical Express reservations, view location requests, and Guest modifications.
 - e. DVC Member shall make restitution to the Guest and The DVC Rental Store for any failure of DVC Member to add a Disney Dining Plan for the Guest once the directive has been made and funds have been provided to DVC Member by The DVC Rental Store. This amount shall be equal to the Guest's unrealized discount as set forth by Walt Disney Company that the Guest would have enjoyed had the Disney Dining Plan been added and any funds that may have been provided by The DVC Rental Store to purchase the Disney Dining Plan or for any other purpose.
7. DVC Member shall honor all reservations made for which funds (partial or full) have been received, by insuring the following:

- a. Keep membership(s) in good standing as to not have reservations cancelled, including but not limited to, keeping all maintenance fees and applicable mortgages paid current;
 - b. Maintain all memberships while reservations are still active or pending;
 - c. Contact The DVC Rental Store to obtain permission and guidance if DVC Member intends to sell any membership in which reservations have been secured for Guests; and
 - d. Assure that no Disney Vacation Club points will be transferred to any other individual or entity while any reservations made through The DVC Rental Store remain active or pending.
8. DVC Member agrees to modify reservations as directed by The DVC Rental Store including but not limited to the following
 - a. So long as DVC Member's points do not expire prior to the new reservation request, if directed, DVC Member shall cancel the existing reservation and book a new reservation, utilizing the original points from the cancelled reservation, per instructions provided by The DVC Rental Store. In this event, the existing Rental Agreement will be terminated, and a new Rental Agreement with the same payout to DVC Member will be executed between Member and new Guest. DVC Member will be paid the full amount based on the original reservation plus a \$50 courtesy fee to make said changes.
 - b. If directed by The DVC Rental Store to do so, DVC Member shall remove the original lead Guest, as well as other Guests and, change all contact information per instructions provided by The DVC Rental Store. In this event, the existing Rental Agreement will be terminated, and a new Rental Agreement with the same payout to DVC Member will be executed between Member and new Guest. DVC Member will be paid the full amount based on the original reservation plus a \$50 courtesy fee to make said changes.
 - c. All modifications will still be subject to the same agreed terms in this Intermediary Agreement. There is no set limit to the amount of modifications, however, for each modification the DVC Member will receive a \$50 courtesy fee.
9. DVC Member shall make full restitution, release and indemnify The DVC Rental Store for any and all losses, costs, damages, funds paid, and claims, including attorneys' fees and costs suffered or incurred by The DVC Rental Store and Guests arising out of DVC Member's failure to fulfill any responsibility or comply with any obligation required by The DVC Rental Store hereunder, including reservation cancellations or requested modifications, caused by the failure of DVC Member to abide by the terms of this Intermediary Agreement, Rental Agreements or any other terms and conditions required by The DVC Rental Store.
10. The DVC Rental Store shall be entitled to recovery from DVC Member all attorneys' fees, funds paid, costs and charges associated with enforcement of any terms and conditions of this Intermediary Agreement and Rental Agreements. .
11. The DVC Rental Store does not collect sales or any other Local or State taxes for the DVC Member for remittance to applicable taxing authorities in the State where a Disney Vacation

Club rental may take place. The DVC Member is responsible for remitting applicable taxes to the appropriate taxing jurisdictions. The DVC Rental Store acts only as an intermediary to the Rental Agreement between the DVC Member and the Guest. The DVC Rental Store does not act as a co-vendor with the DVC Member.

12. The terms and conditions of this Intermediary Agreement 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 Intermediary Agreement shall have venue in the state or federal courts of Marion County, Indianapolis, Indiana or Orange County, Orlando, Florida, or any other venue selected by The DVC Rental Store within its sole discretion.
13. If any part of the terms and conditions of this Intermediary Agreement is determined to be unlawful, void or unenforceable, only that part will be deemed severable and will not affect the validity and enforceability of remaining provisions of this Intermediary Agreement.
14. Neither this Intermediary Agreement nor any of the rights, interests or obligations under this Intermediary Agreement shall be assigned, in whole or in part, by operation of law or otherwise by DVC Member without the prior written consent of The DVC Rental Store. However, The DVC Rental Store may assign, in its sole discretion and without DVC Member's consent, any of or all its rights, interests and obligations under this Intermediary Agreement. Any purported assignment by DVC Member without such written consent from The DVC Rental Store shall be void. Subject to the preceding sentences, this Intermediary Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.
15. Please read this Intermediary Agreement, fill out the information and electronically sign your name on the signature line below. By signing with your electronic signature, you confirm.
 - a) That you have read this Intermediary Agreement and its terms become binding.
 - b) You have the authority as the authorized Member to administer the DVC Memberships identified below.

DVC Member(s):

Address

Email

Phone

Payment Method:

Member Payouts

\$14.50/rented point - 0-7 month bookings (Premium Resorts)

\$16.00/rented point - 7-11 month bookings (Premium Resorts)

14.50/rented point (Standard Resort)

Discounted - Expiring Soon