

Intermediary Agreement

Please read this Intermediary Agreement, verify the entered information, complete 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, accept its terms and conditions and agree and agree that this constitutes a binding contract between the parties identified below.

This Intermediary Agreement (the "Agreement") is made on _____ ("Effective Date") by and between _____ ("DVC Member") and The DVC Rental Store, LLC d/b/a The DVC Rental Store, an Indiana limited liability company ("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 Vacation Club properties and resorts, which are represented and valued via a point system unique to Disney properties and identified via DVC Membership Numbers listed at the end of this agreement (the" DVC Member's DVC Points");

WHEREAS, DVC Member requests assistance from The DVC Rental Store for the purpose of finding and managing individuals (hereinafter referred to as "Guests") to utilize DVC Member's DVC Points (a "Point Use Rental") to stay at Disney Vacation Club properties and resortsResorts in exchange for an agreed price (the "Point Use Rate") per each individual reservation (the "Intermediary Services"); and

WHEREAS, DVC Member acknowledges and agrees that the DVC Rental Store is acting only as an intermediary in providing the Intermediary Services to facilitate one or more separate point use rental agreements (a "Point Use Rental Agreement") for the use of the DVC Member's DVC Points by and between the DVC Member and a Guest; and

WHEREAS, DVC Member and The DVC Rental Store are each completely familiar with the terminology used by the Disney Vacation Club and the operations, rules, terms and conditions of the Disney Vacation Club, and do not need to rely on the other party for guidance regarding policies or procedures of the Disney Vacation Club. In the event of any disagreement as to the meaning of any terminology utilized in this Intermediary Agreement it shall 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 hereby agree as follows:

1. The DVC Rental Store shall, as appropriate:
 - a. Supply DVC Member with point use 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 the execution of a Point Use Rental Agreement between DVC Member and Guest(s);
 - f. Distribute funds paid by Guest(s) to DVC Member for points used to secure reservations, at the agreed Point Use Rate between The DVC Rental Store and DVC Member; 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 at no time be responsible for any of DVC Member's unused points or points which expire prior to being rented and DVC

Member waives the right to make any claims against The DVC Rental Store in such event.

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 by providing written notice to The DVC Rental Store, provided however, that paragraphs 6 through 10 of this Agreement shall survive such termination until the DVC Member has completed all of its obligations to secure and fulfill any existing reservations that have been made and for which funds (partial or full) have been received by DVC Member.

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 that upon receipt of requests or direction from The DVC Rental Store, DVC Member shall:

- a. Promptly facilitate and procure reservations as described in the reservation request instructions when issued by The DVC Rental Store to DVC Member.
- b. For all reservations that are secured, to provide The DVC Rental Store with: Guest 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 Point Use 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, the addition to a

reservation of Disney Dining Plan purchases (in which event funds to make the purchase shall be provided from The DVC Rental Store to the DVC Member), Magical Express reservations, view location requests, and Guest modifications (such as name corrections). Guest is permitted to make requests for preferences or changes such as: adding and registering additional Guests (if the accommodation occupancy allows for it) or other location preferences (with each such addition, request or change defined as a "Directive"), A single Directive can have more than one allowable request, change or addition.

- 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 plus the return of 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, maintain and ensure the continuing existence of all Guest reservations made, for which funds (partial or full) have been received, by ensuring the following:

- a. Keeping DVCmembership(s) in good standing at all times, to ensure that Guest reservations will not be cancelled, including but not limited to, keeping all maintenance fees and applicable mortgages paid current;
- b. Maintaining all DVC memberships while reservations are still active or pending;
- c. Immediately contacting The DVC Rental Store to obtain permission and guidance if DVC Member intends to sell any DVC membership for which reservations have been secured for Guests; and

- d. Ensuring 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 Point Use Rental Agreement will be terminated, and a new Point Use Rental Agreement with the same Point Use Rate payable to DVC Member will be executed between Member and new Guest. DVC Member will be paid the full Point Use Rate 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 Point Use Rental Agreement will be terminated, and a new Point Use 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 which shall also be the consideration for entering into a new Point Use Rental Agreement.
 - 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 attorney's fees and costs suffered or incurred by The DVC Rental Store and Guest(s) arising out of DVC Member's failure to fulfill any responsibility or

comply with any obligation required by The DVC Rental Store under this Agreement or any Point Use Rental Agreement, including reservation cancellations or failure to make requested modifications pursuant to paragraph 8 above, or caused by the failure of DVC Member to abide by the terms of this Intermediary Agreement, any Point Use Rental Agreement(s) or any other terms and conditions as reasonably required by The DVC Rental Store. In the event of a legal or other dispute between or other claim between DVC Member and any Guest, DVC Member agrees that The DVC Rental Store may provide copies of this Agreement, any Point Use Rental Agreement, and the personal contact information of DVC Member to such Guest and/or any attorney of such Guest.

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/or any Point Use 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 acknowledges and agrees that DVC Member is solely responsible for remitting applicable taxes to the appropriate taxing jurisdictions. The DVC Rental Store acts only as an intermediary to the Point Use Rental Agreement between the DVC Member and the Guest. The DVC Rental Store does not act as a co-vendor, partner or joint-venturer 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 null and void. Subject to the foregoing, 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, complete the requested information below 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 and conditions become binding.
- b. You have the authority as the authorized DVC Member to administer the DVC Memberships identified below.

DVC Member:

Name:

Street Address:

City, State, Zip Code:

Primary Phone:

Secondary Phone:

E-Mail Address:

Payment Method:

Agreed and accepted on _____

DVC Member E-Signature _____

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