

**EXTRA HOLIDAYS®**  
**VACATION TIME LISTING AGREEMENT – (% Fee)**

**We want to be your last choice!** This rental program has been designed as your last “non-vacation” option. Timeshares are purchased for vacationing; an opportunity to enjoy special moments with family and friends. The first choice should always be to use or exchange your vacation reservation every year. And, of course, you always have the option of letting a friend or relative use your vacation reservation if you are unable to do so. Your last choice should be to rent your vacation. However, we know that vacations are not always possible, and if you can't use all or part of your vacation reservation this year, Extra Holidays® can assist you.

The Extra Holidays® Vacation Time Listing Program (the “Program”) has been designed to try to provide you with some income for your unused vacation reservation. This is not a “get rich quick” program and you are not excused from your financial obligations to your association, but rather this is a service provided to help prevent any vacation from going unused. **JUST READ, SIGN & RETURN THIS AGREEMENT. IT'S THAT SIMPLE...**

- Complete the blank sections below, indicating your name, address and contact information, as well as the information regarding the vacation reservation you wish to place in the Program. Be sure that ALL owners sign where indicated.
- Send the completed and signed Agreement in one of the following methods to:

**Email:** [OwnerRentals@ExtraHolidays.com](mailto:OwnerRentals@ExtraHolidays.com) or **Fax:** 951-344-8227 or **Mail:** Extra Holidays®  
Attention: Vacation Time Listing Program 6277 Sea Harbor Drive  
Orlando, FL 32821

- We will place your vacation reservation indicated below in the Program according to the season and unit classification. Please note:
  - Fixed weeks will retain their original reservation dates, provided no fixed week reservations shall be accepted more than 13 months in advance of the check-in date.
  - Floating weeks will only be accepted into the Program with a confirmed reservation date, provided no floating week reservations shall be accepted more than 13 months in advance of the check-in date.
  - We are unable to accept any reservation deposited with an exchange company.
  - You must be current on all maintenance fees and assessments billed and due to your association for the calendar year associated with your reservation (“Reservation Year”) in order to be eligible to participate in the Program. In the event that we receive notice of your delinquency, we reserve the right to remove your vacation reservation from the Program.
  - Your priority in the Program will be determined by the date we receive your fully completed and signed Vacation Time Listing Agreement. Incomplete or inaccurate information may result in a delay or inability to include your reservation in the Program.
  - Your participation in the Program shall at all times remain subject to any use restrictions, reservation guidelines or cancellation policies imposed upon the reservation by your association.
  - If your vacation reservation (or any part thereof) is rented through this Program, you will receive sixty percent (60%) of the Net Proceeds (as defined in the Terms and Conditions) from the rental.
  - Extra Holidays® must receive your fully executed Vacation Time Listing Agreement a minimum of thirty (30) days prior to the first (1<sup>st</sup>) date of rental.
  - Subject to the above limitations, you may place all or part of your vacation ownership reservation in the Program.

Read this Vacation Time Listing Agreement carefully and in full as it contains important information relative to placing your vacation reservation with Extra Holidays® so that the same may be enjoyed by other vacationers. Please note that this Agreement is subject to all of the Terms and Conditions attached hereto and made a part hereof. **You must fill out one Vacation Time Listing Agreement per vacation reservation that you want to place up for rent. FILL OUT THIS VACATION TIME LISTING AGREEMENT ONLY IF YOU WANT TO PLACE THE BELOW RESERVATION IN THE PROGRAM.** (NOTE: This Agreement will not be accepted unless your Social Security number or Tax Identification number is provided, where applicable.)

ID #/Owner #: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_  
Owner Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street  
City State Zip Code  
Home Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Work Telephone #: (\_\_\_\_\_) \_\_\_\_\_

**I/We are the owners of the following vacation reservation and I/we represent that we have read and understand this Agreement and all of the Terms and Conditions attached hereto. I/We hereby request to put the following vacation reservation in the Extra Holidays® Vacation Time Listing Program.** (Note: Reservations accepted in the Program shall be subject to the above stated limitations. We are unable to accept reservations deposited with an exchange company. Incomplete or incorrect information may result in the inability to include your vacation reservation in the Program. Use additional paper if necessary.)

**Resort Name:** \_\_\_\_\_

Confirm # \_\_\_\_\_ Week # \_\_\_\_\_ Unit Type: \_\_\_\_\_ Arrival: \_\_\_ / \_\_\_ / \_\_\_ Departure: \_\_\_ / \_\_\_ / \_\_\_

**Owner(s) Signature(s):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Owner(s) Signature(s):** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Owner's signature represents Owner's acceptance of this Vacation Time Listing Agreement and all of its Terms and Conditions.*

Please retain a copy of this Agreement for your records. This Agreement shall only become effective upon acceptance by Extra Holidays. If your rental listing is accepted, Extra Holidays will notify you via electronic, email or letter communication. The electronic acceptance, email or letter, together with this executed Agreement, shall together constitute the full and final Agreement for your rental listing.

**EXTRA HOLIDAYS® VACATION TIME LISTING AGREEMENT - % Fee**  
**TERMS AND CONDITIONS**

The undersigned Owner hereby authorizes Extra Holidays® and its affiliates or agents (hereinafter collectively referred to as "EH") to rent Owner's vacation reservation through the Extra Holidays® Vacation Time Listing Program (the "Program"), on Owner's behalf based upon the following terms and conditions:

1. **TERM.** This Vacation Time Listing Agreement ("Agreement") shall be in effect only from the date of acceptance by EH through the calendar year associated with your reservation ("Reservation Year"). If Owner desires to participate in the Program in any subsequent year, Owner must enter into a new Agreement for that year. Unless sooner terminated pursuant to the terms of this Agreement, this Agreement and all rights and obligations hereunder shall be deemed terminated on the last calendar day of the Reservation Year. Notwithstanding anything to the contrary, EH may terminate this Agreement at any time, for any reason, with notice to Owner.

2. **PURPOSE.** By executing this Agreement, Owner is licensing the use of the vacation reservation (and all associated reservations) indicated herein to EH. It is understood and agreed that during the period of this Agreement, EH shall have the exclusive right to occupy, use, rent and/or list the reservation (in full or in part) indicated herein in its sole and absolute discretion. This Agreement shall govern the rights and obligations of the parties hereto with respect to the subject matter hereof.

3. **PRIORITY.** Owner's eligibility date for participation in the Program will be determined based upon the date EH receives the Owner's signed Agreement. Owner understands that Agreements will be accepted based on supply and demand by EH, as determined by EH in its sole discretion. Owner hereby further understands that the probability of placing their vacation reservation is greatly influenced by how early they list it with EH. EH shall, in its sole discretion, determine the total number of reservations that may be placed in the Program, and it is specifically understood and agreed that the total number of reservations may be subject to increase or decrease from time to time in EH's sole and absolute discretion. Owner understands and agrees that nothing contained herein is intended to prohibit EH from renting any reservation that may be owned by and acting as rental agent for (i) EH or any of its affiliates, (ii) the developer of the Resort, (iii) any other owners at the Resort pursuant to separate agreements, or (iv) any other person or entity. In determining which unit in the Program to assign to any particular vacationer, EH will use commercially reasonable efforts to use the following criteria, listed in order of importance: (1) the preference of the rental guest, (2) rotation between all units within each unit classification, and (3) presence or absence of any additional restrictions on the use of the unit.

4. **POINTS/CREDITS/WEEKS PLACED IN THE PROGRAM.** Owner may place all or part of any vacation reservation that they own in the Program. Fixed weeks will retain their original reservation dates. Floating weeks, points and credits will only be accepted in the Program with a confirmed reservation. Subject to any use restrictions, reservation guidelines or cancellation policies imposed upon a vacation reservation by the association or any applicable club booking rules, no fixed or floating week reservations will be accepted more than 13 months in advance of the check-in date. It is Owner's responsibility to check the status of the reservation placed in the Program and Owner represents and warrants that any vacation reservations indicated in this Agreement are available on the dates indicated for rental through the Program and Owner has all rights necessary to place the same hereunder.

5. **STATUS OF RENTAL.** In the event that EH feels it is unable to place Owner's vacation reservation, or EH elects, in its sole and absolute discretion, not to list the Owner's vacation reservation, EH will attempt to notify the Owner as soon as reasonably possible. Notwithstanding, it shall be the Owner's responsibility to check the status of the reservation in the Program with EH, and EH shall have no liability hereunder for any failure to notify Owner of the status of their rental (whether or not the vacation reservation have been rented). Further, if Owner elects to withdraw or cancel this Agreement pursuant to paragraph 6, it shall be Owner's sole responsibility to check the status of the reservation prior to vacation exchange banking (with companies such as RCI or II) and/or any other intended use by Owner of the reservations.

6. **EXCLUSIVE RIGHT.** By entering into this Agreement, Owner hereby assigns all of its rights in the reservation to EH and understands and agrees that it is forfeiting the right to employ another rental agent, commit the vacation reservation to any exchange company or to use the vacation reservation, unless Owner notifies EH in writing at any time prior to EH's completion or placement of the vacation reservation listed hereunder that Owner wishes to (i) withdraw one or more (but less than all) vacation reservations listed herein, or (ii) cancel this Agreement and withdraw all reservations listed herein. All notices to EH required hereunder are to be sent to EH at the address listed for EH on the reverse, or such other address as EH may from time to time advise. All notices of withdrawal or cancellation hereunder shall be deemed to be delivered upon actual receipt by EH, and the risk of lost, mis-delivered or undelivered mail shall rest solely with the Owner. Owner understands and expressly agrees that their rights to withdraw or cancel hereunder shall be subject to and to the extent that there are no confirmed reservations for the Owner's reservation.

7. **REPRESENTATIONS. OWNER HEREBY ACKNOWLEDGES THAT ITS PARTICIPATION IN THE PROGRAM IS VOLUNTARY AND EH HAS MADE NO REPRESENTATIONS, PROMISES OR GUARANTEES NOR ARE THE SAME BEING MADE HEREUNDER REGARDING (I) WHETHER OR NOT A RENTAL OF OWNER'S VACATION RESERVATION, IN FULL OR IN PART, WILL RESULT, (II) THE NUMBER OF RESERVATIONS PLACED IN THE PROGRAM THAT WILL BE RENTED, (III) ANY PARTICULAR RENTAL RATES, OR (IV) OWNER'S NET PROCEEDS, IF ANY.**

8. **PROGRAM TERMS.** EH will use commercially reasonable efforts to rent Owner's reservation, consistent with EH's policies and procedures, and subject to the terms of this Agreement. EH will utilize numerous marketing outlets to obtain the highest rental rate possible based on season, unit type and other competitive factors. Owner understands and agrees that all marketing efforts shall be directed towards the Program and nothing herein contained is intended to limit or restrict EH's ability to rent other reservation participating in the Program. EH shall, in its discretion, rent any vacation reservation placed in the Program on any length of stay basis, whether daily, weekly or otherwise, subject to the maximum available term of said reservation. Owner understands and agrees that EH shall have no liability whatsoever hereunder for any reservation (or part thereof) not rented. EH reserves the right to accept or decline bookings and to establish rates and conditions for the Program, and Owner acknowledges and agrees that EH's decisions regarding the Program shall be final and in EH's sole and absolute discretion.

9. **WEAR & TEAR.** Owner understands and agrees that EH shall have no liability for any wear and tear on a unit, the furnishings and/or the Resort resulting from the Program, unless the same arises from the gross negligence or willful misconduct of EH, its employees or agents. The placed vacationers shall be solely responsible for any damage or loss to a unit, furnishings or the Resort, other than normal wear and tear, and EH represents and warrants that, where consistent with Resort practices, on or before check-in, it shall collect a security deposit from each vacationer to attempt to safeguard from loss.

10. **SALE OR TRANSFER.** In the event Owner sells or transfers their ownership in their reservation, the sale shall be made subject to this Agreement and Owner shall immediately notify EH of said sale or transfer. The Owner agrees to disclose the existence of this Agreement to any prospective purchaser. This Agreement shall be binding and inure to all assignees, transferees, successors and heirs of Owner for the term of this Agreement.

11. **INDEMNIFICATION.** Owner shall indemnify, defend and hold EH, its parents, subsidiaries, affiliates, officers, employees and agents harmless from and against any losses or damages, claims, demands or liability (including attorney costs and fees) which may arise or be incurred as a result of this Agreement or any failure, default or breach by Owner of its representations, warranties or obligations contained in this Agreement. EH may withhold all or a portion of Owner's Net Proceeds, if any, to offset or partially offset any indemnification obligation of Owner.

12. **CLEANING SURCHARGE FOR SPLIT WEEK AND PARTIAL WEEK RENTALS.** In the event that EH is successful in placing Owner's reservation with another vacationer on a daily or partial week basis, Owner will be responsible for any and all additional housekeeping expenses incurred as a result of readying the unit for the next occupant. Owner hereby authorizes any such expenses to be debited from its Net Proceeds due pursuant to paragraph 13.

13. **PLACEMENT NET PROCEEDS.** Provided that EH is able to place Owner's Reservation with another vacationer, Owner shall be entitled to receive sixty percent (60%) of the Net Proceeds ("Owner Proceeds"). For all purposes, Net Proceeds shall be defined as the total revenues collected from the vacationer for each rental (including any cancellation fees collected but exclusive of all sales, lodging and/or other use taxes collected from the vacationer), less all applicable (i) credit card and merchant bank fees and charges, (ii) travel agent and/or distribution channel fees and commissions, (iii) royalties and/or fees due to a franchisor, and (iv) sales, lodging and/or use taxes collected from the vacationer. EH shall be entitled to retain the difference between the Net Proceeds and the Owner Proceeds to compensate EH for the services provided under this Agreement, including without limitation the cost of reservations, accounting, and marketing. Any occupancy tax and/or individual service charges shall be the responsibility of the vacationer who has rented and traveled under the reservation. EH will collect such occupancy taxes and/or service charges from such vacationers and shall remit the applicable state and local sales, tourist and other taxes and fees to the proper taxing authorities on behalf of Owner.

14. **PAYMENT OF NET RENTAL PROCEEDS.** The Owner Proceeds will be paid to Owner within forty-five (45) days following check-out of the placed vacationer. Owner is solely responsible for any and all income taxes that may be due as a result of Owner's receipt of the Owner Proceeds. EH does not render tax advice, and it is recommended that Owner consult an income tax professional to ensure compliance with any and all applicable tax laws. For U.S. residents only, EH will provide a form 1099, where applicable under EH's policies.

15. **CANCELLATION BY PLACED GUEST.** In the event of a cancellation by a placed vacationer less than three (3) days before the occupancy date, EH may, in its discretion, retain any advanced payment paid by the vacationer and disburse to Owner, as liquidated damages, the Owner's share (in accordance with paragraph 13 above) of any such payment retained (excluding taxes and credit card charges, if applicable), provided however that Owner's reservation is not re-rented by EH, space-banked, used by Owner, or otherwise occupied with permission of Owner. Owner shall receive no payment for any cancellation by a placed vacationer made three (3) or more days before the occupancy date, irrespective of whether or not EH retains all or a part of any advance payment or deposit.

16. **LOSS OF RENTAL RIGHTS.** Notwithstanding anything to the contrary stated herein, it is expressly understood that Owner must be current on all maintenance fees and assessments billed and due to the association for the Reservation Year in order to participate in the Program. In the event that EH receives notice of any delinquency or default in the payment of any money owed to the Resort or its association by Owner, EH reserves the right to remove from the Program all vacation reservations deposited by Owner and, subject to applicable law, Owner will not be entitled to any rental proceeds due hereunder. Further, Owner will not be entitled to any refund or reimbursement for any loss of rental rights hereunder.

17. **PROPER AUTHORITY.** Owner hereby warrants that Owner owns the vacation reservation described herein, or is properly authorized to enter into this Agreement and to perform the obligations under this Agreement on behalf of all persons in title of the vacation reservation and that Owner has full authority to place the reservation in the Program.

18. **NO MEMBERSHIP.** This Agreement is for the one-time rental of Owner's reservation for the Reservation Year, it is not an exchange, and nothing hereunder shall purport to give Owner any rights of membership in or to any vacation club or program, whether or not offered by or through EH or its affiliates.

19. **MARKS.** Owner shall not be permitted to use, issue, or disseminate the names, logos, marks or other intellectual property of EH, its parent companies, subsidiaries and/or affiliates, without the prior written consent of the applicable owner of the Marks in each instance, which consent may be withheld or conditioned for any or no reason.

20. **ADDENDUM.** This Agreement shall remain further subject to any terms and conditions as may be included in any addenda attached hereto, which shall be deemed to be made a part hereof.

21. **COMPLETE AGREEMENT.** This Agreement constitutes the sole, full and complete agreement between the parties with respect to the subject matter contained herein, and it supersedes all discussions, statements or representations of any type or nature relating to the same. The paragraph headings are used for convenience only and shall not be considered in construing this Agreement. In the event that any provision of this Agreement shall be prohibited by or invalid under any applicable law, it shall be deemed modified to conform to the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalidated only to the extent of such prohibition or invalidity without the remainder thereof or any other provision of this Agreement being prohibited or invalidated. This Agreement may be executed in any number of counterparts by (i) facsimile, (ii) email transmission of a file in ".pdf" or similar format, or (iii) except where prohibited by state or Federal law, electronic means via cryptographic, XML-based or other properly authenticated digital or electronic signature. Upon delivery, each signature properly provided hereunder shall be deemed to have the same binding effect as if the original signature had been delivered to the other Party hereto.

22. **QUESTIONS AND REQUESTS FOR INFORMATION.** All questions and requests for information that may arise in connection with this Agreement should be directed in writing to Extra Holidays® at the address listed on the front of this Agreement, via email at [ownerrentals@extraholidays.com](mailto:ownerrentals@extraholidays.com), via facsimile at (951) 344-8227, or by telephone at (800) 446-1860.