

## **RENTAL TERMS**

**Unit xxxxxx at the xxxxxx Resort xxxxxx**

**City, State**

**Dates of Stay**

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### **Note:**

- **“I”, “me”, “my” or “mine” means the owner of the unit being rented (that’s me)**
- **“You” or “yours” means the renter (that’s you)**
- **“The resort” mean the xxxxxx Resort**
- **“The unit” means Unit xxxxxx at the resort for the period from check-in time on xxxxxx to check-out time on xxxxxx (or as otherwise changed).**

### **1. Unit Being Rented**

**This rental is for Unit xxxxx at the xxxxxxxx Resort. The rental period is from check-in time on xxxxxx until check-out time on xxxxxx.**

**The rental is solely for occupancy of the unit for the rental period. It does not include any transportation of any type or any payment for charges incurred while occupying the unit.**

**This rental does not require you to attend, listen to, or participate in any timeshare sales presentation of any type.**

**This is a non-smoking room.**

### **2. Payment for Rental**

**The rental rate for the unit is \$ xxxxxx, or as otherwise agreed in writing. After receiving payment, I will send a letter to the resort informing the resort that you will be occupying Unit xxxxxx for the rental period instead of me.**

**You have the option to make an initial payment of \$100 to hold the unit while I provide you with confirmation that the unit has been reserved for my use. (I will confirm my usage right by providing a copy of either a letter or e-mail from the resort that confirms that the unit has been reserved for my usage.) You**

**must then pay the balance of the rental payment within seven (7) calendar days after I provide you with the confirmation. If you do not pay the balance of the rental by that time, your hold on the unit will be released and I will return your deposit in full.**

**I will accept only one “hold” on the unit at a time; if I am holding the unit for you I will not accept a hold from another potential renter, nor will I rent the unit to another while it is on hold for you.**

**You can make payments by cashiers check, money order, or personal check. If you make any payments by personal check, you and I agree that payment will not be considered as received until the check clears your bank.**

### **3. Changing the Reservation**

**I can ask the resort to change the unit assigned, the check-in and check-out dates, or both. Any rescheduling will still be for one week (seven nights) accommodations.**

**If you want to change the reservation, the following terms will apply:**

- **You must make a minimum \$100 deposit to hold the unit, as described in section 2, above.**
- **Prior to changing the reservation, you and I will also confer to determine the reservation changes to request. After you and I concur on the changes that will be requested, I will contact the resort to determine availability of units meeting those criteria.**
- **After contacting the resort, I will review the available units with you. I will then make a reservation change request to the resort in accordance with your preferences. I must receive payment in full for the rental in accordance with section 2, above, before I will ask the resort to change the reservation. If none of the available changes are acceptable to you, I will refund all payments you have made.**

- **There is an inevitable time lapse between when I ask the resort about the availabilities of requested changes in reservations and the time when the resort processes my written request. Because of this time lapse, I cannot guarantee that your requested change will be completed. (Another owner could reserve the same unit in the intervening time.) If the changed reservation is no longer available, I will contact you again to determine if there are other changes that might be acceptable to you. If we can't identify any other suitable changes, I will refund all payments you have made. (Note that you can reduce the chance of losing a potential change in reservation by paying in full before the reservation change is requested.)**
- **Because the resort will not allow reservations to be made more than 360 days before check-in day, if you request a different check-in day, your requested check-in day can not be more than 360 days in the future from the day the change request is made.**
- **Because of the extra effort and uncertainties involved in changing the reservation, if I receive several offers to rent or hold the unit, I will give priority to an offer or hold that does not involve a change in the reservation.**

**Please be aware that if you change the reservation, you will probably receive a unit other than Unit xxxxxx. The particular unit obtained will depend on availability for the requested check-in date. After changing the reservation, the new unit may be a less desirable unit.**

#### **4. Canceling the Rental**

**If you cancel the rental, I will list the unit for rental in the "Timeshare Rentals" area of eBay. (To help promote the eBay listing, I will include a link to the web page ad I am using for this rental, updated, if necessary to reflect any changes in reservation and to eliminate the rental price.) If I am successful in renting the unit on eBay, I will refund to you the amount of the winning bid on eBay, after deducting eBay's selling commission and a \$200 cancellation fee. (Example:**

**Assume that: 1) you cancel after paying a \$1000 rental fee; 2) I advertise the unit on eBay, and complete a rental for \$500; and 3) eBay fees are \$35. I would then refund you \$265 (i.e., \$500 less the \$25 eBay fees and the \$200 cancellation fee). You and I agree that an eBay auction will not be successful until payment is received from the winning bidder. If the winning bidder pays by personal check, you and I agree that payment will not be received until the bidder's check clears his or her bank.**

**Alternatively, if you find another renter, I will refund you the full amount paid by the new renter without a cancellation fee. The new renter must accept the unit under the same terms as your rental (except for the rental fee).**

## **5. Obligations of Renter**

**You agree to abide by all rules and regulations of the resort during your stay. You agree to maintain the unit in the same condition as it is at the time of check-in, except for normal wear and tear.**

**You agree to pay for all incidental charges imposed by the resort, including:**

- transient occupancy tax**
- telephone charges**
- food, beverage or any other room charges**
- charges for using the in-room safe**
- additional maid or housekeeping service beyond the mid-week light housekeeping**
- other charges of the resort for services or the use of facilities.**
- charges for damages, repairs, or replacement of furnishings missing from the room inventory after your occupancy of the unit.**

**You agree to sign a credit card slip at check-in to guarantee payment for these charges.**

**You agree not to sublease or rent the unit to a third party.**

**Note: as of our visit to the resort in August 2001, the only mandatory additional charge was a Hawaii transient accommodations charge of \$ per person.**

## **6. Unavailability of Unit**

**In the unlikely possibility of the unit being unavailable or unusable when you arrive for check-in or at any time during your occupancy, (due to such circumstances as damage to the property, emergency repairs, or error by the resort in booking reservations), *insert your own language about how you want to handle this situation.***

**You and I agree the provisions of this section will be the sole extent of my liability associated with unavailability of the unit.**