

DVC ESCAPE

DVC POINT USE RENTAL AGREEMENT

This electronic DVC Point Use Rental Agreement is entered into on **{DATE}** (the "Effective Date") by and between **{BUYER NAME}** ("Renter") and **{SELLER NAME}** ("Member") and is facilitated with the assistance of Firepit Partners, Inc, doing business as DVC Escape ("Facilitator" or "DVC Escape").

In consideration of the mutual agreements set forth herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Reservation:** At the request of Renter, Member hereby agrees to a one-time use and rent of their Disney Vacation Club ("DVC") vacation points by Renter (the "DVC Point Use Rental"), to provide and maintain the following reservation for Renter, subject to the cancellation clause in paragraph 3.c.

CONFIRMATION #:

RESERVATION START DATE:

RESERVATION END DATE:

RESORT:

ROOM TYPE:

VIEW:

2. **Fees and Payment:** The sale price, not including fees due to the facilitator, are **{TOTAL AMOUNT}** USD. Member shall receive full amount from Facilitator in exchange for the reservation defined in paragraph 1.
 - a. Renter Initial Payment: Renter made an initial payment of **{DEPOSIT AMOUNT}** USD on **{DEPOSIT DATE}**.
 - b. Renter Final Payment: Renter made the final payment of **{RENTER FINAL PAYMENT}** USD, plus fees, on **{RENTER FINAL PAYMENT DATE}** after reservation confirmation was received from Member.
 - c. Member Initial Payment: Facilitator shall make an initial payment of **{INITIAL PAYMENT}** USD to Member no later than **{MEMBER INITIAL PAYMENT DATE}**, which is five (5) business days after receiving the Renter's final payment in return for the confirmed Reservation using Member's DVC vacation points ("Initial Payment").
 - d. Member Final Payment: Facilitator shall process a final payment of the remaining balance of the total payout in the amount of **{MEMBER FINAL PAYMENT}** USD, minus fees, to Member no earlier than the reservation start date of **{RESERVATION START DATE}** and no later than **{MEMBER FINAL PAYMENT DATE}**, which is five (5) business days after the reservation start date (the "Final Payment").
3. **Verification and Cancellation:**
 - a. Reservation Verification: Renter acknowledges that Renter will have the ability to confirm the Reservation via their My Disney Experience account upon payment of their final payment and execution of this Agreement. If Renter does not have a My Disney Experience account, Renter can create one at <https://disneyworld.disney.go.com/login/>. Having a My Disney Experience

account allows Renter to review the details of the Reservation.

- b. Corrections: Any incorrect information that appears in the Reservation, including the spelling of Renter's name must be corrected by notifying the Facilitator at least thirty (30) days prior to the reservation start date.
 - c. Cancellation: By executing this Agreement, Renter and Member acknowledge and agree to following cancellation policy: **Strict Cancellation Policy: No cancellations and refunds; the sale is final.**
 - d. Travel Insurance: Travel Insurance is not included as part of this reservation or agreement. The Renter is encouraged to purchase Travel Insurance via a third party.
 - e. Health Insurance: If Renter is not a U.S. Resident, the Renter is encouraged to purchase travel health insurance.
4. **Renter Directives and Changes to Reservation**: No changes to the reservation start date, end date, resort, type of accommodation, and primary renter name shall be allowed at any time in any case whatsoever. Renter acknowledges, understands and agrees that Member must make any additions or changes to the Reservation. For all Renter requests for allowable Reservation requests, changes and/or additions, Renter must notify Facilitator at least thirty (30) days prior to the reservation start date of **{RESERVATION START DATE}**.
- a. The following shall be the allowable Reservation requests, changes and/or additions:
 - i. Subject to availability, a Renter staying at a Walt Disney World resort may elect to add a Disney Dining Plan ("DDP") to the Reservation by notifying Facilitator and paying for a DDP at least thirty (30) days prior to the Reservation start date.
 - ii. Renter is permitted to make requests for preferences or changes such as adding and registering additional Renters if the accommodation occupancy allows for it.
 - b. Member shall contact Disney to facilitate the requested changes.
 - c. Member shall make up to two change requests to the reservation. Additional change requests shall be at the discretion of Member.
 - d. All change requests and responses shall be sent to Facilitator via email at info@dvcescape.com. The request must include the DVC Escape Request Number and the Disney Reservation Confirmation Number. The facilitator will forward the communications to the appropriate party.
5. **DVC Membership Standing**: Member agrees to keep their membership in the Disney Vacation Club in good standing including keeping all maintenance fees, dues, assessment and mortgages current and updated.
6. **Renter Compliance with DVC Rules, Policies and Procedures**:
- a. Compliance with DVC Resort Rules. Renter agrees that they shall abide by all rules of the DVC resort at which the Reservation is made (the "Resort") involving Renter's use of the Resort facilities and shall abide by all rules and policies of DVC. Pets are not permitted to stay at DVC Resorts, except for **Service Animals** as defined by the **Americans with Disabilities Act** and then only as authorized

by the specific DVC Resort property.

- b. No Smoking Policy. All DVC Resorts are completely smoke-free, including all rooms, resort buildings, common areas, patios and balconies. Renter shall abide by the no smoking policy that applies to all DVC Resorts.
- c. Minimum Age, Valid ID and Major Credit Card Required Upon Check-In. Renter must be at least eighteen (18) years old to check in. Renter shall provide the Resort with a government issued personal ID including passport, driver's license, etc. and valid major credit card, such as Visa, MasterCard, American Express, Discover Card, Diners Club Charge Card, upon check-in and shall be responsible for paying for any and all incidental costs or any other charges imposed by the Resort connected to Renter's stay at or use of the Resort during the period of the Reservation, including, but not limited to, any cleaning charges for violations of DVC rules. Walt Disney World property rules can be found at <https://disneyworld.disney.go.com/park-rules/>.
- d. Renter Liability for Damages at DVC Resort. Renter shall be responsible for any and all unpaid charges or damages to the unit reserved and that is the subject of the Reservation, including all contents and improvements, DVC property and Disney property, during Renter's stay that are charged to the Member. Any unpaid charges or damages to the unit, including all contents and improvements, DVC property and Disney property, during the period of Renter's Reservation that are assessed against Member, or their DVC Membership shall be reimbursed to Member or Facilitator, or their respective agents, by Renter within ten (10) business days of notice to Renter. The act of electronically sending to Renter a fax or e-mail copy of a DVC or other Walt Disney Company communication assessing charges or damages against Member, that correspond to the time period of Renter's Reservation, by either Member or Facilitator, shall serve as and constitute notice to Renter under this Agreement.

7. Disclosures:

- a. Control of Reservation. Renter understands, acknowledges and agrees that Member, due to the policies and procedures of DVC, shall retain control over the Reservation at all times. Renter further agrees that he/she shall not sell or sublease all or any part of the Reservation to a third party.
- b. Reservation is for Accommodations Only. This Agreement shall only be for the purpose of providing Renter with the one-time rental use of Member's DVC points to secure accommodations described in the Reservation ONLY. There shall be no park tickets, media, transportation, meals/meal plans (unless otherwise noted), transfers, insurance, or other items included in this agreement. Such items and any additional costs therein shall not be included in the Sale Price.
- c. Limited Housekeeping at DVC Resorts. Renter understands that there shall be no daily housekeeping service at the Resort. If Renter's stay is for less than eight nights but more than three nights, Renter will receive Trash and Towel service on the fourth day of the Reservation. For purposes of calculating housekeeping service, the first day of the Reservation is considered as the check-in day. If Renter's stay is for eight nights or longer, The Renter will receive a full cleaning service on the fourth day, and trash and towel service on the eighth day. For Reservations longer than eight days, the housekeeping cycle begins again on the twelfth day. At check-in, subject to availability and additional charges to Renter, additional housekeeping services, such as daily housekeeping, may be available at the Renter's DVC resort, but shall be in no way guaranteed to be available.
- d. Member and Renter Acknowledgements, No Agency. Member and Renter acknowledge and agree

that DVC Escape acts only as a Facilitator to the Rental Agreement between Member and Renter. Renter acknowledges and agrees that neither Facilitator nor Member acts as an agent for the Walt Disney Company and/or any of its subsidiaries or affiliates, and neither is responsible for any services that are not directly supplied by Facilitator or Member (such as ground transportation, DVC resort amenities, meals, tours, park tickets, etc.). Renter acknowledges and agrees that neither Facilitator or Member, shall be responsible for any intentional, careless actions or omissions or negligence on the part of the Walt Disney Company, which result in any loss, damage, delay, or injury to Renter's registered party and any guests. Facilitator shall not be liable to compensate Renter for any conditions that may arise after Renter has checked in to the Resort. These conditions may include, but are not limited to, villa location issues, villa condition issues or noise issues due to renovations, refurbishments or other resort Rentals. Renter acknowledges and agrees that changes to the reservation made by Disney are outside the control of Member or Facilitator.

- e. Renter Trip Planning. Renter is solely responsible for planning their stay and for staying up to date on any conditions or changes made by the Walt Disney Company or its affiliates, including DVC or any third party (such as an airline) that may affect Renter's stay or ability to travel, including but not limited to resort or amenity renovations/refurbishments, closures of any kind and price increases for items like park tickets, that are not governed by the terms and conditions of this Agreement.

8. **Additional Legal Terms and Conditions:**

- a. Breach of Contract by Renter. Renter shall pay any and all expenses and damages incurred or assessed to, or against, the Member or Facilitator, or their respective agents, caused by the failure of Renter to honor any and all terms of this Agreement or any other terms and conditions required by Facilitator, including any attorneys' fees, costs and charges associated with the enforcement of any terms and conditions and the collection of said expenses and damages incurred by Member or Facilitator and/or owed by Renter.
- b. Breach of Contract by Member. Member agrees to pay any and all expenses and damages incurred or assessed to, or against, the Renter or Facilitator, or their respective agents, caused by the failure of Member to honor any and all terms of this Agreement or any other terms and conditions required by Facilitator, including any attorneys' fees, costs and charges associated with the enforcement of any terms and conditions and the collection of said expenses and damages incurred by Renter or Facilitator and/or owed by Member.
- c. Non-Circumvention Clause. During the term of this Agreement, the Renter and the Member shall not contact, initiate contact, or attempt to do business with each other in connection with the Reservation, at any time either directly or indirectly, to circumvent DVC Escape and to prevent DVC Escape from realizing a profit, fee, commission, brokerage, or otherwise. If such circumvention shall occur from either the Renter or the Member or both the Renter and the Member then DVC Escape shall be entitled to any profit, fee, commission, brokerage, or otherwise that will become due owing to the circumvention.
- d. Indemnification. Renter agrees to indemnify and hold Member and Facilitator harmless for any and all third-party claims or causes of action including third party claims, for the negligent acts of Renter's registered party and any guests during the use of the accommodations or DVC Resort that is the subject of the Reservation, including the attorney's fees of Member and/or Facilitator in defending any such claims or causes of action.

- e. Waiver of Liability. Renter hereby waives the right to any and all claims or causes of action that can or could be made against Facilitator or Member for any injuries, damages, or losses sustained by Renter or Renter's party or Renters of Renter in connection with terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, climatic conditions, criminal acts, or abnormal conditions or developments, or any other actions, omissions, or conditions outside of Facilitator's or Member's control, including, but not limited to the risk of potential exposure or actual exposure to illnesses such as COVID-19.
- f. Liquidated Damages for Renter Claims Against Facilitator. Should accommodations not be available on the first day of the Reservation due to an action or omission by Member, including but not limited to negligence on the part of Member, and after communication between Renter and Facilitator, and suitable comparable accommodations for the same dates cannot be secured by Member, Renter will be entitled to receive a refund limited to the amount actually paid, which Renter and Facilitator agree shall serve as liquidated damages as to any actual or potential claim that Renter could make against Facilitator, and shall be the sole and exclusive remedy for any claim of damages against Facilitator available to Renter in such event, due to the impossibility of determining what damages Renter could actually incur or claim under such circumstances at the time of entering into this Agreement.
- g. Choice of Law, Venue and Jurisdiction. The terms and conditions of this Agreement are governed, construed, enforced, and interpreted pursuant to the laws of the State of Illinois, United States of America, notwithstanding any principles of conflicts of law. Renter, Member and Facilitator agree that any dispute under this Rental Agreement shall have venue and jurisdiction in the state or federal courts of Lake County, Illinois, or any other venue selected by Firepit Partners, Inc. within its sole discretion.
- h. Severability. If any part of the terms and conditions of this 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 Agreement.

9. **Notices:** All notices and communications pertaining to this reservation must be sent to info@dvcescape.com or call ###-###-####.

10. **Agreement:**

- a. Renter. Payment of the sale price for this reservation constitutes acceptance of this agreement. Final payment was received on **{RENTER FINAL PAYMENT DATE}**.
- b. Member. Entering the confirmation information for this reservation, including the confirmation number and Disney confirmation documentation, constitutes acceptance of this agreement. The reservation confirmation information was received on **{CONFIRMATION UPLOAD DATE}**.

RENTER

{BUYER NAME}
{BUYER ADDRESS}

MEMBER

{MEMBER NAME}
{MEMBER ADDRESS}

FACILITATOR

Firepit Partners, Inc.
 143 Annapolis Drive
 Vernon Hills, IL 60061

SAMPLE