

INTERVAL RENTAL AGREEMENT

This agreement is between _____ (Owner) and High Point Hospitality, LLC. (Agent).

Owner agrees to allow Agent to rent Unit _____ Week # _____ for year 20_____, at Indian Peaks Resort.

Owner agrees not to use, trade, rent or engage another agent during the term of this agreement. Owner may only cancel this agreement if the unit is not rented. Owner releases entire week to Agent.

Agent agrees to use its best effort to rent a part or all of the Owner's week. Agent will not guarantee any revenue. Rates, deposits, discounts, special promotion and policies will be set by Agent. Agent is responsible for the collection of all monies from the tenants of the unit. Rental deposits will be temporarily held in interest-bearing accounts prior to disbursement to Owners. Accrued interest during that period shall belong to Agent. Agent shall be entitled to withdraw its share of any non-refundable income (such as, but not limited to, non-refundable deposits and rental income earned prior to the completion of the entire stay of that guest) before the scheduled check-out date. Cancellation fees will be disbursed to Owners only when a guest is paid in full and not when fully or partially refunded and/or the reservation is rebooked, or if the cancellation fee is not applied to a future reservation with the Agent.

Agent agrees to apply 60% to the Owner's account of adjusted revenues by the end of the month following the date of check-out. Agent will retain 40% of adjusted revenues as its fees. Adjusted gross rental is the gross rental paid by a renter or tenant less any or all of the following amounts where applicable: booking or travel Agent's fees or commissions, tour operators' commissions, central reservation fees, discounts, promotions or any combination of the foregoing. Agent will not disburse until payment is received from, and deposited into, the Agent's Rental Account. For the purposes of this agreement, rental income shall be deemed to be realized in the month in which the Agent concludes the guest transaction.

Owner agrees to keep all homeowner association dues current. Delinquent sums will be paid to the association.

This contract shall expire at the end of the Owner's interval week on the year above. Owner must complete a separate contract for each year. Multiple weeks require individual contracts.

Owner Mailing Address: _____

E-mail Address: _____

Telephone Number: _____

Tax ID / SS Number: _____

Owner Signature Date

Owner Signature Date

Agent Signature Date

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