

# **Point Use Rental Agreement**

This Point Use Rental Agreement (the "Agreement") This Point Use Rental Agreement ("Agreement"), identified as Point Use Rental Agreement Contract Identification Number (the "PURACIN"), is made on (the "Effective Date") by and between Member #12345, a unique member identifier assigned by The DVC Rental Store to a current member of the Disney Vacation Club, who has been assigned this unique member identifier for purposes of confidentiality (the "Member") and Mickey Mouse ("Guest") and is facilitated with the assistance of The DVC Rental Store, acting as an intermediary between Member and Guest (referred to hereinafter as either the "Intermediary" or "The DVC Rental Store") under the following terms and conditions:

## **Reservation Details**

1. Reservation. At the request of Guest, Member hereby agrees to a one- time use and rent of his/her/its Disney Vacation Club ("DVC") vacation points by Guest (the "Point Use Rental"), to provide and maintain a non-refundable reservation for Guest as follows:

Beach Club Villas: (1) Standard Studio, with arrival on 12/20/1991 and departure on 12/27/1991 (the "Reservation").

The Reservation has been reserved using (101) DVC vacation points.

Reservation #: #123456789012

Check-In Date: 12/20/1991

Check-Out Date: 12/27/1991

Resort: Beach Club Villas

Type of Accommodations: Standard Studio

## **Non-Refundable Payment Schedule**

2. Payments. Guest shall pay a non-refundable total of \$1,234 USD (the "Point Use Rate") to Intermediary in exchange for the reservation described in Paragraph 1. Guest understands and agrees that all funds paid by Guest are NON-REFUNDABLE at all times and under all circumstances, including, but not limited to, hurricanes, pandemics, natural disasters, meteors and alien invasions. The Point Use Rate shall be paid by Guest to the Intermediary pursuant to the following payment schedule:

a. Guest shall make an initial NON-REFUNDABLE payment of \$617 USD to Intermediary on or before the Effective Date in return for the confirmed Reservation using Member's DVC points (the "Initial Payment").

b. Guest shall make a final NON-REFUNDABLE payment of the remaining balance of the Point Use Rate in the amount of \$617 USD to Intermediary no later than 45 days prior to arrival date of the Reservation (the "Final Payment"). This final payment is due on or before (the "Final Payment Due Date"). Guest understands and agrees that a failure to make the Final Payment by the Final Payment Due Date for any reason shall result in a forfeiture of the Reservation and a forfeiture of all deposits, and payments toward the Point Use Rate made by Guest to date, which are completely non-refundable.

c. Guest may utilize any available deposits or credits Guest has with Intermediary to apply toward the Initial Payment or the Final Payment, however once applied, such deposits or credits shall be NON-REFUNDABLE.

3. My Disney Experience Account. Guest acknowledges that Guest will have the ability to confirm the Reservation via his/her My Disney Experience account upon payment of the Initial Payment and execution of this Agreement. If Guest does not have a My Disney Experience Account, Guest can log-in to <https://disneyworld.disney.go.com/login/> to create their Disney account which allows Guest to review the details of the Reservation. Any incorrect information that appears in the Reservation, including the spelling of Guest's name must be corrected by notifying the Intermediary at least thirty (30) days prior to the arrival date of the Reservation.

4. DVC Rental Store Cancellation Policy. This reservation is eligible for the [DVC Rental Store Cancellation Policy](#). Your Cancellation Tier Schedule is based on your check-in date.

Tier 1 - DVC Rental Store Credit will be 100% of funds paid. (121 Days or more prior to check-in)

Tier 2 - DVC Rental Store Credit will be 0% of funds paid if only 25% has been paid. DVC Rental Store Credit will be 75% of funds paid if 100% of the reservation has been paid. (120-61 Days prior to check-in)

Tier 3 - DVC Rental Store Credit will be 50% of funds paid. (60-16 Days prior to check-in)

Tier 4 - DVC Rental Store Credit will be 25% of funds paid. (15-4 Days prior to check-in)

Tier 5 - No refund will be issued (3-0 Days prior to check-in)

### **Guest Directives and Changes to Reservation**

5. Limited Guest Requests to Make Changes to Reservations. No changes to the Guest check-in or checkout date, resort or type of accommodation, and lead Guest name are allowed at any time. Guest acknowledges, understands and agrees that Member must make any additions or changes to the Reservation. For all Guest requests for allowable Reservation

requests, changes and/or additions, Guest must notify Intermediary at least thirty (30) days prior to check-in day of the Reservation request, change or addition. The following are allowable Reservation requests, changes and/or additions:

a. Subject to availability, a Guest staying at a Walt Disney World may elect to add a Disney Dining Plan (“DDP”) to the Reservation by notifying Intermediary and paying for a DDP at least thirty (30) days prior to the Reservation check-in day. (DDP, when available, provides discounts at certain Disney restaurants, but is not required for Guest to eat at, or make reservations, at any Disney restaurants).

b. Subject to availability, a Guest staying at a Walt Disney World DVC resort may also elect to add Magical Express (motor coach transportation to and/or from the resort they are staying at and the Orlando International Airport (MCO) only) to their Reservation. Guest can add Magical Express through their My Disney Experience account or Guest can also request the support of DVC Rental Store to add Magical Express at least thirty (30) days prior to the Reservation check-in day.

c. 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 under 6(a) and (b), or a request or change under section 6(c) defined as a “Directive”), Guest is allowed one Directive, without charge. A single Directive can have more than one allowable request, change or addition under this Section 6), however, each additional Directive will be subject to a \$50 service fee due to inconvenience this will cause the Member.

### **Guest Compliance with DVC Rules, Policies and Procedures**

6. Compliance with DVC Resort Rules. Guest agrees that he/she shall abide by all rules of the DVC resort at which the Reservation is made (the “Resort”) involving Guest’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.

7. No Smoking Policy. Guest understands, acknowledges and agrees to abide by the no smoking policy that applies to all DVC Resorts. All DVC Resorts are completely smoke-free, including all guest rooms, resort buildings, common areas, patios and balconies.

8. Minimum Age, Valid ID and Major Credit Card Required Upon Check-In. Guest must be at least eighteen (18) years old to check-in. Guest shall provide the Resort with a valid ID and valid major credit card upon check-in, and shall be responsible for paying for any and all incidentals or any other charges imposed by the Resort connected to Guest’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 paragraph 7 above.

9. Guest Liability for Damages at DVC Resort. Guest understands and agrees that Guest 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 Guest's stay that are assessed against Member, including but not limited to violations of paragraph 7 above. Any unpaid charges or damages to the unit, including all contents and improvements, DVC property and Disney property, during the period of Guest's Reservation that are assessed against Member or his/her /its membership shall be reimbursed to Member or Intermediary, or their respective agents, by Guest within ten (10) business days of notice to Guest. Guest agrees that the act of electronically sending to Guest 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 Guest's Reservation, by either Member or Intermediary, shall serve as and constitute notice to Guest under this Agreement.

### **Disclosures**

10. Control of Reservation. Guest understands, acknowledges and agrees that Member, due to the policies and procedures of DVC, shall retain control over the Reservation at all times. Guest further agrees that he/she shall not sell or sublease all or any part of the Reservation to a third party.

11. Reservation is for Accommodations Only. This Agreement is only for the purpose of providing Guest the one-time rental use of Member's DVC points to secure accommodations described in the Reservation ONLY. There are 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 are not included in the Point Use Rate. Guest may purchase park tickets separately via his/her DVC Rental Store Reservation Specialist or on his/her own.

12. Limited Housekeeping at DVC Resorts. Guest understands that there is no daily housekeeping service at the Resort. If Guest's stay is for less than eight nights but more than three nights, Guest 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 Guest's stay is for eight nights or longer, The Guest 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 Guest, additional housekeeping services, such as daily housekeeping, may be available at the Guest's DVC resort, but are in no way guaranteed to be available.

13. Member and Guest Acknowledgements, No Agency. Member and Guest acknowledge and agree that The DVC Rental Store acts only as an intermediary to the Rental Agreement between Member and Guest. Guest acknowledges and agrees that neither Intermediary 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 Intermediary or Member (such as ground transportation, DVC resort amenities, meals, tours,

park tickets, etc.); Guest acknowledges and agrees that neither Intermediary 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 Guest or Guest's party. Unless the term "guaranteed" is specifically conveyed in writing by Intermediary, Intermediary is not liable to compensate Guest for any conditions that may arise after Guest 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 guests which Guests acknowledges and agrees are all outside the control of either Member or Intermediary.

14. Guest Trip Planning. Guest is solely responsible for planning his/her 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 Guest'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 outside of the terms and conditions of this Agreement.

### **Additional Legal Terms and Conditions**

15. Breach of Contract by Guest. Guest agrees to pay any and all expenses and damages incurred or assed to, or against, the Member or Intermediary, or their respective agents, caused by the failure of Guest to honor any and all terms of this Agreement or any other terms and conditions required by The DVC Rental Store, 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 Intermediary and/or owed by Guest.

16. Indemnification. Guest agrees to indemnify and hold Member and Intermediary harmless for any and all third party claims or causes of action including third party claims, for the negligent acts of Guest, Guest's family, and/or any permitted guests of Guest 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 Intermediary in defending any such claims or causes of action.

17. Waiver of Liability. Guest hereby waives the right to any and all claims or causes of action that can or could made against Intermediary or Member for any injuries, damages, or losses sustained by Guest or Guest's party or guests of Guest 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 Intermediary's or Member's control, including, but not limited to the risk of potential exposure or actual exposure to illnesses such as Covid-19.

18. Liquidated Damages for Guest Claims Against Intermediary. 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 Guest and Intermediary, and suitable comparable accommodations for the same dates cannot be secured by Member, Guest will be entitled to receive a refund limited to the Point Use Rate

actually paid, which Guest and Intermediary agree shall serve as liquidated damages as to any actual or potential claim that Guest could make against Intermediary, and shall be the sole and exclusive remedy for any claim of damages against Intermediary available to Guest in such event, due to the impossibility of determining what damages Guest could actually incur or claim under such circumstances at the time of entering into this Agreement.

19. Choice of Law, Venue and Jurisdiction. The terms and conditions of this 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. Guest, Member and Intermediary agree that any dispute under this Rental Agreement shall have venue and jurisdiction in the state or federal courts of Marion County, Indianapolis, Indiana, or any other venue selected by The DVC Rental Store within its sole discretion.

20. 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.

21. Unique Counterparts, Contract Identification Number and Electronic Signatures. This Agreement shall be executed and delivered in electronic counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Each counterpart to this Agreement contains a unique matching Point Use Rental Agreement Contract Identification Number (the "PURACIN"), with one counterpart executed by Member and the second counterpart executed by Guest. Member and Guest understand and agree that the amount paid by Guest to Intermediary and the amount paid by Intermediary to Member is intentionally not disclosed to the other party and is confidential, and will in most cases reflect two different Point Use Rate amounts. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

Agreed and accepted on:

Guest's E-Signature: