

## **DVC Rental Agreement (SAMPLE)**

This Agreement is made by and between **DVCdom** ("Member") and **You** ("Renter") with the following Terms and Conditions:

Member agrees to use **##** Disney Vacation Club (DVC) points to provide a reservation for Renter at: **Resort** in a **Room Type** ("villa"), with arrival on **Check-In Day** ("check-in date") and departure on **Check-Out Day** ("check-out date");

The reservation will be rented at the rate of **####** ("Rate"), payable via an Apple Cash payment using iMessage, a Zelle bank transaction, or via a credit card through an invoice emailed to Renter;

A **NON-REFUNDABLE** deposit of **50%** of the Rate will be due on the **same day** as the signing of this agreement. The remaining balance (**50%**) will be due no later than **six months prior to check-in date**.

In addition to payment for points, Renter is responsible for any exchange fees assessed for non-DVC resort accommodations in the booking or re-booking of the reservation and are non-refundable.

If payment is not received as agreed or returned for "insufficient funds", the reservation shall be cancelled and any deposit and exchange fees (if any) shall be forfeited, and Member will retain all funds paid to date and the full use of their DVC points.

All funds received from Renter are **NON-REFUNDABLE** (except as noted in this paragraph). **In the event that the DVC resort that the villa is located in is closed for guest occupancy during the entirety of the stay**, Member shall give Renter the option to (1) rebook the same points at a different date and/or location (within the usage rules of the DVC points assigned at time of booking), or (2) request a full refund of the Rate. **In the event that the closure affects only a portion of the reserved days**, the Rate refund option will be proportional to the number of points used to reserve the closed days from the total rented points; the option to rebook the entirety of rented points will still be offered.

Member will confirm availability with DVC Member Services and make a reservation on behalf of Renter. Member will provide the reservation number to Renter after this Agreement has been signed. Member will always retain control over the reservation. Renter may not sub-lease the reservation to a third party.

Renter will provide Member with the first and last names and ages of each person staying in the villa. Any special requests regarding room location, view and/or amenities will be made for Renter by Member at the time of making the reservation but cannot be guaranteed. Member will not assume any responsibility for specific room requests not honored by Disney at the time of check-in.

**In the event that Renter wishes to change the reservation**, Member will make reasonable efforts to assist Renter to make such changes. Renter should be aware that changes to the reservation might not be possible because of limited room availability or DVC program rules. Any changes must take place on or before **31 days prior to check-in date**, and result in travel being completed by **May 31, 20##**, as that is when the points will expire. Renter shall be responsible for 100% of any additional charges assessed or costs incurred to accommodate Renter's changes. Payment for these changes shall be due upon e-mail notice from Member. Confirmation of payment for such changes is required within **3 days** of such notice or reservation shall be cancelled.

**In the event that Renter is unable to use the reservation and has paid in full for the reservation**, Member (at the written request of Renter) may attempt to rent the points associated with this reservation to another renter. If Member is successful in renting the points to another renter, Member will provide Renter with 80% of the proceeds of that new rental, not to exceed 80% of the Rate under this Agreement.

This is an agreement to rent points that represent accommodations **ONLY**. There are no ticket media, transportation, meals/meal plans, transfers, insurance, or other items included. Such items and any additional costs therein are not included in the above referenced Rate. **Additions such as the Disney Dining Plan (DDP) will have to be made on behalf of Renter through DVC by Member.** Renter must opt-in and pay for the Disney Dining Plan no later than 5 days prior to check-in date. **Renter will pay a 3% surcharge for any DDP added by Member (unless waived by Member).** For example, if Renter agrees to pay for DDP cost using a no-fee Zelle or Apple Cash transaction, Member will waive the surcharge. Renter may make their own dining reservations through the Disney website or Disney app. Park tickets cannot be purchased through Member. Renter can purchase tickets on his or her own.

Renter agrees to abide by all rules of the resort involving use of the facilities and to abide by all rules and policies of the DVC. Pets are not permitted to stay at DVC Resorts, except for service animals as defined by the Americans with Disabilities Act.

Renter understands that, unless and until DVC changes their policy, there is not daily housekeeping service at DVC resorts. If Renter's stay is for less than eight nights, Renter should receive Trash & Towel service on day four. If Renter's stay is for eight nights or longer, Renter should receive full cleaning service on day four, and Trash & Towel service on day eight. After that, the cycle should begin again on day twelve. Day one is check-in day.

Renter understands that all DVC resorts are totally smoke-free including the guest rooms, resort buildings, patios, and balconies. Renter will be responsible for payment of any cleaning fee assessed by Disney.

Renter agrees to provide the Resort with an acceptable credit card upon check-in for incidentals and any other charges imposed by the Resort connected to Renter's stay at and use of the Resort.

Renter agrees to indemnify and hold harmless Member due to any actions taken by Renter, Renter's named party, and/or Renter's guests during the execution of the reservation.

Renter agrees to be responsible for any unpaid charges or damages to the unit rented, including all contents and improvements, DVC property, and Disney property during his/her stay that are assessed against Member. Any unpaid charges or damages to the room, including all contents and improvements, DVC property and Disney property during his/her stay that are assessed against Member or his membership shall be reimbursed to Member by Renter within 10 days of notice to Renter. Sending an e-mail copy of a DVC or other Walt Disney Company communication assessing the charges or damages shall satisfy notice to Renter.

Renter agrees to pay any and all charges to Member or their assigned agents for any fees or charges related to the collection of any monies owing.

The Walt Disney Company and the DVC are constantly improving their resorts and properties for the current and future enjoyment of all guests. Your trip or your resort amenities may or may not be impacted by construction at Disney resorts and properties. While Disney might offer you access to alternate amenities, Member assumes no responsibility for situations that are not under his control.

Renter agrees that any photos provided to Member during or after the DVC vacation may be used by Member to help inform future renters. Member, with the concurrence of Renter, may also request to use an agreed upon quote which would only include Renter's first name and/or initials. Renter understands that there is no requirement to provide any photos or quote, and that not providing any photos or quote will have no adverse effect on the validity or execution of this contract.

Any modifications of this Agreement are unenforceable unless in writing and signed by both Member and Renter. This Agreement shall be governed under and interpreted and enforced in accordance with the laws of the State of California.

Agreed and accepted on the dates shown below.