



GENERAL TIMESHARE USE AGREEMENT

This timeshare use agreement (the "Agreement") is made effective, by and between **John Smith** (renter) and **Laura Gohl**, rental manager and co-owner of Sun or Snow Vacation Rentals.

Rental Period: **April 14-21, 2012 (7 nights)**

Resort Name: **Wyndham Bonnet Creek**

Location: **Lake Buena Vista, FL**

Unit Size: **2 bedroom deluxe**

Max. Occupancy: **8**

Rental Fee: **\$1200**

Guest Certificate Fee: **\$60** (per unit and per week rented; payable to Sun or Snow Vacation Rentals at time of booking)

Financial Terms

1.1 The renter must make an initial deposit of 50% of the rental fee at the time that the reservation is confirmed (if more than 60 days out).

1.1.1 The remaining 50% of the rental fee is due 60 days prior to the rental period.

1.1.2 If the reservation is made less than 60 days prior to the rental period, the full amount is due at the time of the reservation.

1.2 Failure on the part of the renter to pay the remaining balance of the rental fee will be grounds for the owner to terminate this agreement. There will be no refunds made of the initial deposit in such situations.

1.3 Cancellation Policy: For reservations cancelled more than 60 days out, a 75% refund of the rental fee will be given. For cancellations made 30-60 days from the check-in date, a 50% refund of the rental fee will be given. For cancellations made less than 30 days from check-in, no refund will be given. (Exceptions to this policy will be allowed if this unit is uninhabitable on or before the date the term starts, by reason of flood, fire, storm, or for any other reason by an act of God or force of nature.) No refund of the guest certificate fee will be given. Trip insurance is recommended if the renter is concerned about having to cancel due to illness, weather changes, etc.

1.4 Guest confirmation: The renter certifies that he/she has provided to Sun or Snow Vacation Rentals the name of the person to be listed on the reservation, if the renter listed on this contract is not the person checking in. If the renter requires a name change after the reservation has been booked, he/she will be liable for the full guest confirmation fee(s) that Sun or Snow Vacation Rentals has to pay. The guest name cannot be changed at all once within 15 days of check-in. The renter understands that only one person may be listed on the reservation and he/she is the only person who may check in. If renting multiple units, a different name must be supplied for each unit.

1.5 Other applicable (mandatory) fees for this rental: None.

Terms of Use

2.1 This agreement is being entered into for the purpose of personal use by the renter and their family. Under no circumstance may this timeshare unit be sublet, occupied or given to another party without express written consent of the owner.

2.2 The renter agrees to not exceed the maximum occupancy for the unit. Failure to comply may result in eviction by the resort. Should this occur, there will be no refund of rental fees to the renter.

2.3 The renter is not required to attend a timeshare presentation as a part of this agreement. The resort may ask the guest if they would like to attend one, but it is not required at all.

2.4 The renter acknowledges and warrants that they will follow all policies and rules of the resort, as notified upon arrival and occupancy of the unit. The renter should pay particular attention to check-out time as many resorts assess a fee for late check-outs.

- 2.5 The renter certifies that he/she is at least 21 years old.
- 2.6 Under no circumstance will the renter permit pets of any kind in the unit. Failure to comply with this term of use will result in possible eviction from the resort and possible further legal action to remedy any damages incurred including but not limited to carpet cleaning, de-fleaing, and hypo-allergenic treatments. If eviction occurs, no rental fees will be refunded.
- 2.7 As with most timeshare resorts, daily housekeeping is not provided and the renter should plan accordingly (toiletries, coffee, laundry soap, etc.)
- 2.8 The renter accepts all responsibilities for any damages to the unit or resort property during the rental period which were caused by the renter or guests/family. This responsibility includes not only the individual renter and family but also any guests. The renter will be held financially liable for costs to repair any damages.
- 2.9 Most resorts will require a credit card imprint (or cash deposit) upon check-in for the purpose of incidental expenses (i.e., local phone, resort services, internet access, etc). Renter will be expected to provide their own credit card upon arrival for this purpose..
- 2.10 The renter agrees that he/she understands what is included in the specific unit being rented.
- 2.11 The renter must leave the unit in the condition as specified by the resort management. *The following is a short list of things the renter should do before departing:*
 - 2.11.1 Empty and clean refrigerator.
 - 2.11.2 Rinse all dishes, put them in the dishwasher and start the dishwasher.
 - 2.11.3 Leave all used towels/linens in a pile inside the condo.
 - 2.11.4 Be sure all lights and electrical appliances are turned off.
 - 2.11.5 Return keys and all resort property to the front office/desk.
 - 2.11.6 Follow any other check-out instructions specified by the resort.
- 2.12 Should any amenities become unavailable during the renter's stay, Sun or Snow Vacation Rentals will not be held responsible and no refunds will be given or adjustments made in such cases.
- 2.13 Specific unit requests are requests only and we cannot guarantee the resort will be accommodating. However, we will make sure the resort is aware of special requests.
- 2.14 No hand-written amendments are valid on this contract.

These two pages represent all understandings and agreements between the parties regarding this timeshare use arrangement. Any subsequent amendments must be made in writing by the owner and approved/signed by the renter.

Acknowledged and Signed:

Owner: Laura Gohl
 Address: P.O. Box 16614, Colorado Springs, CO 80935-6614
 Phone Number: 719-235-3506

Renter's Signature: _____ Date: _____
 Full Address: _____
 Home Phone: _____ Work/Cell Phone: _____

Please print clearly. Once completed and signed, please e-mail to sunorsnow@comcast.net or fax to: (888) 880-4389.