

PETERSON’S WATERFRONT RENTAL CONTRACT
TIMESHARE OWNERSHIP TERMS AND CONDITIONS

I, the undersigned Owner of Unit # _____, Week # _____ described Timeshare Unit (“TSU”) hereby authorize Peterson’s Waterfront Owners Association (“PWOA”) to rent such TSU on my behalf, upon the following dates and conditions.

Rental Dates: _____

TERMS AND CONDITIONS

TERM. This Agreement is intended to be an annual contract, to be in effect from the date of execution through the date of occupancy for the identified periods that are the subject of the Agreement. After the date of occupancy has passed, a new agreement must be submitted should Owner wish to participate in the PWOA Rental Program for the next year. Each separate TSU that the Owner wishes to rent through the PWOA Rental Program must be the subject of a separate Agreement. This Agreement encompasses solely the TSU identified above and verified by signature at the bottom of this Agreement.

RENTAL AUTHORIZATIONS. All rental authorizations must be in writing and must be signed by an owner of record as the name appears on the recorded deed for each unit. A social security or federal tax ID number is required. Non-U.S. resident owners are subject to an additional 30% withholding per IRS regulations.

1. **PURPOSE.** This Agreement shall govern the rights and obligations of the parties with respect to the rental of Owner's TSU during any year that Owner desires to participate in the PWOA Rental Program and so notifies the Front Office in writing. Rental Agreements will be accepted up to one year in advance of the occupancy date for the TSU to be rented.
2. **EXCLUSIVE AGENCY.** By executing this Agreement, Owner forfeits the right to concurrently employ another rental agent or to commit the TSU to any booking company for the identified rental period submitted to the PWOA Rental Program.
3. **OWNER RESERVATION.** Owner is required to advise the Front Office Supervisor of his/her intention to participate in the PWOA Rental Program up to the date of occupancy and as early as 12 months in advance for best results.
4. **NON-GUARANTEED RENTAL.** Owner acknowledges that PWOA Rental Program can neither guarantee that Owner's TSU will be rented, in whole or part, nor rented at an established rate. PWOA Rental Program agrees to use best efforts to rent the submitted time period at the best possible rate but reserves the right to reasonably quote rates less than suggested rates.
5. **PWOA'S DECISION AS TO NUMBER OF DAYS RENTED AND BEST POSSIBLE RATE FOR ALL PURPOSES OF THIS AGREEMENT SHALL BE AT THE SOLE DISCRETION OF PWOA AND FINAL IF THIS INFORMATION IS NOT INDICATED IN THE RENTAL PROGRAM APPLICATION.**
6. **SALE OR TRANSFER OF TSU.** In the event that the TSU is sold, Owner agrees that sale shall be made subject to any and all pending rental reservation(s) under this Agreement, and Owner shall immediately notify PWOA.

7. **QUESTIONS AND REQUESTS FOR INFORMATION.** Owner acknowledges that all questions and requests for information, including accounting, which may arise in connection with this Agreement, shall be directed via email to frontdesk@petersonswaterfront.com , fax to (509) 682-2740 or call (509) 682-4002. INITIAL _____
8. **INDEMNIFICATION BY OWNER.** Owner shall indemnify PWOA, holding them harmless from any losses or damages that PWOA may incur as a result of this Agreement or any failure by Owner to perform its obligations hereunder. PWOA may withhold any rental received to partially protect itself against loss.
9. **DEDUCTION BREAKDOWN FROM RENTAL PROCEEDS.**
Administrative Fee: Owner hereby expressly authorizes PWOA to deduct twenty-five percent (25%) of the gross rent as a fee payable after any applicable surcharges have been deducted, such as Administration/Operations/Sales & Marketing. Administrative fees will cover all expenses incurred as a result of staff, salaries and wages for reservations, payables, receivables, telephone, operating supplies, and marketing (e.g., mailings, collateral material, and online and offline advertising).
10. **ADVANCE PAYMENT.**
- Reservations made more than 30 days prior to check-in: 50% of rental reservation due upon booking. Remaining balance to be paid 30 days or more prior to check-in.
 - Reservations made less than 30 days prior to check-in: Total rental reservation balance is due upon booking.
11. **CANCELLATIONS/FORFEITURE OF DEPOSITS.** In the event of a reservation cancellation request, the following will be followed:
- \$70 cancellation fee if cancelled 61+ days in advance.
 - 50% of deposit forfeited if cancelled 30-60 days prior to the check-in date.
 - 100% of reservation deposit forfeited if cancelled less than 30 days prior to the check-in date. The rental period will be placed back into the rental program. If all days of the rental period are re-rented, guest will receive a refund of the deposit minus a \$70.00 cancellation fee. **Based on Management's discretion, we reserve the right to allow cancellations of rental guest within thirty (30) days based on extenuating circumstances that may need to be confidential.**
12. **ACCOUNTING.** All accounting required under this Agreement will be completed within twenty-one (21) days of the last day of interval rented. If Use Week falls within two (2) separate monthly periods, then two (2) separate checks will be sent within twenty-one (21) days of interval rented. All inquiries regarding the status of rental, commissions, or any other accounting-related function must be submitted via email to: frontdesk@petersonswaterfront.com or faxed to (509) 682-4002.
13. **TERMINATION.** Pursuant to the provisions of this Paragraph, this Agreement may be terminated should Owner wish to terminate to rent, use, or bank his/her TSU time periods with any other exchange company. Owner must submit request in writing to have the identified time period removed from PWOA's Rental Program. The request will be granted only if the identified time period has not already been rented or reserved, in whole or in part. It is agreed that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained as a result of termination more than 30 days prior to the occupancy date for the Use Week that is the subject of this Agreement. Consequently, it is agreed that a \$50 fee will be assessed for any requests more than 30 days prior to the start date of the Use Week. The fee is intended to compensate PWOA for the marketing and/or administrative costs associated with efforts to rent

the unit for the identified period. No fee will be assessed for terminations less than 30 days prior to the date of occupancy for any Use Week that at the time of termination has not been rented, in whole or in part.

INITIAL _____

- 14. TAXES.** PWR is located within a governmental jurisdiction that imposes a tax, based on any rental revenues, and such tax shall be collected from the renter by PWOA.
- 15. BEST EFFORTS.** PWOA agrees to make every reasonable effort to rent Owner's TSU. Owner agrees to indemnify and hold the Association, its Board of Directors, and employees harmless against and from any and all claims, demands, and liabilities which may arise in connection with the rental of Owner's TSU. Owner specifically relieves PWOA from any liability in connection with non-rental of Owner's TSU.
- 16. LOSS OF RENTAL RIGHTS.** In the event Owner shall become delinquent in the payment of any money owed to the Association prior to the rental dates, and such delinquency shall remain unpaid as of the first day of the rental period, Owner shall lose the right to any rental income generated, which rental income shall be deposited into the Association's operating account, less the Administrative Fee paid to PWOA. Under these circumstances, PWOA shall have an obligation to apply any portion of the rental income to Owner's delinquent account(s) owned by listed owner. Rental proceeds will be applied first to any delinquent assessments, fees, or other charges due, with the remaining balance to be paid to the owner within twenty-one (21) days.
- 17. PROPER AUTHORITY.** Owner warrants that it possesses the requisite power and authority to enter into and perform its obligations under this Agreement on behalf of all persons in title of Owner's TSU. If Owner owns multiple TSUs, Owner must execute and submit a separate Rental Agreement for each TSU unless indicated below.

By submitting this form, you are agreeing that you have read and agree with the Terms and Conditions of this RENTAL AGREEMENT.

Unit #: _____ Week #: _____

Print Name: _____ Date: _____

Signature: _____

Management Approval: _____ Date: _____

BE SURE TO SAVE OR PRINT A COPY OF THIS AGREEMENT FOR YOUR FILES.