



PARK PLAZA RESORT Owner Rental Agreement

Owner First and Last Name:	Phone #:
Home Address:	Email:
SSN#: <small>This agreement will not be accepted unless social security number is provided. Owner Social Security Number is required for tax purposes. You will receive a 1099 tax form to report your income to the IRS.</small>	
<div style="text-align: center; margin-bottom: 10px;"> Week # _____ Unit _____ Start Date _____ End Date _____ </div> <p>Please complete for additional weeks:</p> <div style="text-align: center; margin-bottom: 10px;"> Week # _____ Unit _____ Start Date _____ End Date _____ </div> <div style="text-align: center;"> Week # _____ Unit _____ Start Date _____ End Date _____ </div>	

Signature: _____ Date: _____

Please fax this back to 435-608-1701 or email a scanned copy to info@bluemtnresorts.com

I, the undersigned Owner of the above described Vacation Ownership week ("Week(s)"), hereby authorize Blue Mountain Resorts, ("BMR") to rent such use week(s) on my behalf, upon the following conditions:

The undersigned authorizes Blue Mountain Resort (BMR) to rent vacation week(s) on Owners behalf upon these terms and conditions:

1. **TERM.** This Agreement is an auto-renewing annual contract, to be in effect from the date of execution through the date of receipt of a cancellation letter as outlined under Section 13 of this document. This Agreement encompasses solely the Use Week(s) and unit(s) identified above.
2. **PURPOSE.** This Agreement shall govern the rights and obligations of the parties with respect to the rental of Owner's use week(s) during any year that Owner desires to participate in BMR rental program and so notifies the Central Reservations Department in writing. Rental Agreements will be accepted up to 13 months in advance of the occupancy date for the Use Week to be rented.
3. **EXCLUSIVE AGENCY.** By executing this Agreement, Owner forfeits the right to concurrently employ another rental agent or to commit the week(s) to any rental and exchange organization, such as Trading Places, RCI or Interval International.
4. **OWNER RESERVATION.** Owner is required to advise BMR of his/her intention to participate in the BMR rental program at least 90 days in advance of occupancy date, and as early as 13 months in advance for best results. When entering into the rental agreement, Owner acknowledges that BMR reserves the right to change unit numbers in order to accommodate various guests.
5. **NON-GUARANTEED RENTAL.** Owner acknowledges that BMR can neither guarantee that Owner's week(s) will be rented, in whole or in part, nor rented at an established rate. BMR agrees to use best efforts to rent the entire week(s) at the best possible rate, but reserves the right to rent less than the entire week(s) and to quote rates less than suggested rates. BMR'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 BMR AND FINAL.
6. **SALE OR TRANSFER OF WEEK(S).** In the event that the week(s) 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 BMR of the sale in writing to info@bluemtnresorts.com or faxed to 435-608-1701.

7. **NOTIFICATION OF NON-RENTAL.** The Owner Rental Department will not provide notification of rental status. Owners must request their units status by phone at 888-267-4811 or email in writing to info@bluemtnresorts.com or faxed to 435-608-1701.
8. **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 info@bluemtnresorts.com or faxed to 435-608-1701.
9. **INDEMNIFICATION BY OWNER.** Owner shall indemnify Homeowners Association ("Association") and BMR holding them harmless from any losses or damages that the Association or BMR may incur as a result of this Agreement or any failure by Owner to perform its obligations hereunder. Association or BMR may withhold any rental received to partially protect itself against loss.
10. **DEDUCTION BREAKDOWN FROM RENTAL PROCEEDS.**

A. **Administrative Fee.** Owner hereby expressly authorizes BMR to deduct 25% of the net rent as their fee. These fees cover:

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, marketing (i.e.; mailings, collateral material and online and offline advertising).

B. **Travel Agencies at Commissionable Rates.** Owner Rental Department is hereby authorized by Owner to utilize all marketing and sales channels, which generate occupancy and income on a fee basis such as Expedia, Booking.com, and Travelocity, etc. Commissions shall be deducted from the gross rent prior to any revenue split between the BMR and Owner.

11. **CANCELLATIONS/FORFEITURE OF DEPOSITS.** In the event a reservation cancellation is received by BMR prior to check-in for nightly rentals, the reservation deposit shall be refunded to prospective renter in full. Any cancellations received after the cancellation periods will result in forfeiture of the deposit collected with 60% paid to Owner and 40% to BMR.
12. **ACCOUNTING.** All accounting required under this Agreement will be completed within sixty (60) 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 sixty (60) days of interval rented. All inquiries regarding the status of rental, commissions or any other accounting related function must be submitted via email at info@bluemtnresorts.com or faxed to 435-608-1701.
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 Use Week with any other exchange company. Owner must submit request in writing to have the Use Week removed from BMR's rental program. The request will be granted only if, the week(s) 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 ninety (90) days prior to the occupancy date for the Use Week that is the subject of this Agreement. Consequently, it is agreed that a \$250 fee will be assessed for any requests less than ninety (90) days prior to the start date of the Use Week. The fee is intended to compensate BMR for the marketing and/or administrative costs associated with efforts to rent the week(s). No fee will be assessed for terminations greater than ninety (90) 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.
14. **LODGING TAXES.** All BMR resorts are located within a governmental jurisdiction that imposes a lodging tax, based on any rental revenues, and such tax shall be collected from the renter by BMR.
15. **BEST EFFORTS.** BMR agrees to make every reasonable effort to rent Owner's week(s). Owner agrees to indemnify and hold the Association, its Board of Directors and employees, its officers and employees, harmless against and from any and all claims, demands, and liabilities, which may arise in connection with the rental of Owner's week(s). Owner specifically relieves BMR from any liability in connection with non-rental of Owner's week(s).
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 BMR. Under these circumstances, neither BMR nor the Association shall have any obligation to apply any portion of the rental income to Owner's delinquent account.
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 week(s).

By submitting this agreement, you are agreeing that you have read and agreed with the terms and conditions of this Rental Agreement.