



Phone:
888.832.4223

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CLUB PARTNER AGREEMENT TERMS & CONDITIONS

MAINTENANCE FEES AND DURATION: Vacation Strategy, LLC, hereafter referred to as VSLLC, agrees to pay \$__ per thousand points for VIP owners and \$__ per thousand for non VIP members or 50% of rental revenue, whichever is greater, for a period of five(5) years, beginning the following month from agreement date, allowing at least 10 days from date of agreement. In return, VSLLC will have use of all annual allotment of points, and guest confirmations, as further noted in this agreement. Owner never pays a guest confirmation. After the initial five year term, this agreement will automatically renew on a rolling one-year extension unless either party elects to cancel this agreement.

CLUB MEMBERSHIP COST: The Club Membership is free for the current 5 year duration.

POINTS AUDIT WORKSHEET: VSLLC will conduct a points audit of your account and give you credit if you have prepaid for any points at the time of joining the Club. You will be provided the Points Audit Worksheet. Points available for credit (if they are available for VSLLC to use) are points in your "Point Status" and "Current Reservations" accounts. VSLLC only wants the points we are paying maintenance fees for. Any overage of points in your account on the date of the agreement, will be issued as a credit toward the purchase price of the Club Membership. If there is a shortage of points in your account at the time of the agreement, the owner will pay for this shortage or have the total cost of the shortage added to the price of the Club Membership. Existing Club Members can ignore this clause.

CURRENT RESERVATIONS: If owner wants to keep any of their future "current reservations", owner will reimburse VSLLC for the points used for these reservations. Existing Club Members can ignore this clause.

NEW RESERVATIONS: Once the points audit is completed and owner is credited for any overage of points in their account or charged for any shortage of points in their account, VSLLC will pay all future maintenance fee costs. Owner understands that they will pay VSLLC for each future reservation as VSLLC is now paying for all maintenance fees for points. Owner will reimburse VSLLC maintenance fees on points used by the owner or their guests at their current payout rate of \$__ per thousand points. (Example: 100,000 point reservation at ____ cents per thousand will equal a cost of \$____)

RESERVATION POLICY: Club Member will have the ability to travel at any available time, to any available destination per Wyndham rules, and normal Wyndham policy will apply: If reservation is cancelled 15 days or less prior to arrival, Club Member understands that no refunds are issued and that reservation will be forfeited. If reservation is cancelled 16 days or greater from arrival date, then 100% of money paid for reservations will be refunded on credit card or as a credit to your account and applied to future reservations. All discounts and upgrades attained will be passed to the owner. VSLLC does not make a profit on owner vacations. Owner will simply reimburse VSLLC for the actual points used at their maintenance fee rate. As a special service and benefit to the owner, the VSLLC concierge team will handle all details involved with checking availability, reservations, changes and/or cancellations on the owner's behalf. VSLLC Club members should not perform any of these duties.

HOW TO MAKE A RESERVATION: Owner agrees to always notify and let VSLLC make or cancel reservations to keep our booking and points database accurate with your Wyndham Account. Call VSLLC at 888.832.4223. All reservation requests are handled on a space available basis. VSLLC cannot guarantee space availability. All requests are subject to availability as per the Wyndham Live Reservation System.

BILLING FOR OWNER RESERVATION: When VSLLC books an owner reservation, it mirrors the Wyndham system. If the reservation is outside any discount period, the reservation will be booked at full points and the reservation confirmation will be sent to the owner. A \$200.00 deposit is required for each reservation at time of booking. Final payment will be billed and payable 30-60 days from arrival date, this allows for any discounts and upgrades that may become available for that reservation. If discounts and upgrades are secured by VSLLC, the charges will be adjusted to the actual cost of the reservation, and a new invoice generated for final payment. If booking a reservation 30-60 days or less from arrival date, full payment is due at time of booking.

OWNER ACCOUNT MANAGEMENT: Please do not alter your account online. Please avoid logging into your account during business hours. Should you have any queries regarding a reservation reflected online, please contact us directly. We must make any necessary changes to ensure our system is in sync with your Club Wyndham Account. A Club Member will be charged for any lost reservations that cannot be rebooked as a result of Club Member cancelling any reservations in your Wyndham account made by VSLLC.

DISCOUNTS & UPGRADES: If an owner reservation is in jeopardy of being lost due to limited or negative inventory, the owner will have the exclusive control over whether VSLLC should try for a risky rebooking for a potential discount or upgrade. Owner will take the sole risk of losing their reservation in such a case on any rebooking for discounts. VSLLC will not be liable for lost reservations when trying for discounts or upgrades. If VSLLC is able to secure any discounts and savings, they will be passed on to you. VSLLC does not guarantee availability, discounts or upgrades.

CANCELLATION OF MEMBERSHIP: Owner may cancel this agreement (their Club Membership) at any time for any reason. Owner must honor all booked reservations if they cannot be moved from their account. If it is not possible to move these reservations, Owner will be paid for any points used. VSLLC reserves the right to cancel this agreement only if the owner does not abide by the terms and conditions of this agreement.

OWNER POINTS USAGE & GUEST CONFIRMATIONS: Owner may use a maximum of 50% of their GuestConfirmations and Annual Points available per USE YEAR. If Owner does not use all or any portion of the allotted points or guest confirmations available, VSLLC is under no obligation to provide any refund to ClubMember as VSLLC is paying the maintenance fee for all points. The total point value at any one time for owner bookings are not to exceed 50% of owner's yearly points allotment. Any reservation that exceeds the 50%point mark will be charged at current Vacation Strategy LLC public rental rates, at FULL POINTS, plus a guest confirmation fee with no discounts available (subject to change).

GUEST FEES: Owner has access to 50% of their guest confirmations per use year. Any additional guest confirmations will result in a guest confirmation fee.

RESORT FEES: Some resorts may require a security deposit or Resort Fee. These will be paid directly to the resort by the owner or their guests.

POLICY CHANGES: In order to better service our Owners, VSLLC reserves the right to adjust our policies, terms, and procedures based on changes made by Wyndham, or as deemed necessary by VSLLC for the betterment of the Club.

MEMBERSHIP TRANSFER: In the event of transferred ownership or sale, owner may transfer their Club Membership with approval from Vacation Strategy.

OWNER TRAVEL: Reservations may not always be made using the Owner's personal account.

NEW EMAIL: Your Wyndham account will be issued a new VSLLC email address. We can forward all emails to you. When you call Wyndham, they will verify your email address, remember not to change it back to your old email address.

CURRENT STATUS: Club Membership and reservation payments must be current to utilize Club benefits.

BINDING AGREEMENT: Owner cannot modify a VSLLC Rental Client's vacation or change anything in their Wyndham Account. If this should happen, the owner will pay any cost associated with cancelling or changing any reservations in their account.

MAINTENANCE FEE AUTOPAY: VSLLC will put our account on your Wyndham AutoPay system on the date agreed. If this agreed upon date is missed, then an adjustment, or refund to the Owner will be made.

OWNERSHIP CHANGES: If there are changes made to the actual ownership, owner is to notify VSLLC immediately and the change will reflect on the VSLLC agreement.

LOGIN & PASSWORD: Owner(s) agree to provide VSLLC their account access, including log-in information and password. Owner will not change any data before notifying VSLLC.

OWNER PURCHASE OR DISPUTE WITH WYNDHAM: If you change your account in any way, such as making a new purchase, it will remove VSLLC's account off your AutoPay. Notify VSLLC immediately so that we may re-establish our account on the AutoPay system. If you have a dispute with Wyndham, Wyndham could lock access to your account. Please notify VSLLC so that we can take action to possibly remove our rental reservations from your account to ensure our rental guests have no interruptions with their vacation.

PIC POINTS, RCI OR ANY FUTURE WYNDHAM POINTS PROGRAMS, are not included in this agreement. No points, PIC or otherwise can be deposited and a credit given on future travel. If an owner wishes to use their PIC week outside of this agreement and their Wyndham account w/o depositing points into their Wyndham account, they may do so and only pay VSLLC for the PROGRAM FEE that VSLLC pays. If owner wishes to offer points to VSLLC, VSLLC will have the option of purchasing the PIC points at \$___/1,000 and will absorb the program fee cost. PIC points must not be deposited before notifying VSLLC. We must take a snapshot of your Points Status account before and after the deposit, in order to verify the points deposited. We must adhere to this procedure since PIC points are not identified separately when deposited into your account, they are added to your regular points and can be hard to identify. Since VSLLC plans points usage up to a year in advance, all PIC points must be deposited into your account within the first 3 months of your Use Year for VSLLC to accept them for payment. VSLLC will attempt to rent RCI points if requested by owner, 50% of rental revenue will be paid for sold RCI points. Any future Wyndham programs will be evaluated by VSLLC, any points programs that VSLLC can use the points without egregious restrictions will be favorably considered.

NO OTHER AGREEMENTS: There have been no agreements or understandings with the sales representative regarding this purchase that are not contained in this Agreement.

Owner Signature

MEMBERSHIP INFORMATION

_____ Date of Agreement

_____ Member Name

_____ Member Name

_____ Other Member(s)

_____ Membership Status

_____ Annual Membership Cost

_____ Member Number

_____ Phone Number(s)

_____ Email Address

_____ Mailing Address

_____ Username

_____ Password

Owner Signature

Date