



## **Rental Program Participant Acknowledgement and Agreement (“Agreement”)**

This Agreement is made and entered into by and between LaTour Hotels & Resorts, Inc. (hereinafter “LaTour”) and the undersigned timeshare owners(s) (hereinafter “Owner”).

Owner does hereby agree to submit, and LaTour does hereby agree to be appointed and employed to rent, pursuant to the terms and conditions contained in this Agreement, the Owner’s timeshare interest(s) (hereinafter “Timeshare”) as part of the rental program (hereinafter “Rental Program”) run by LaTour, for the amount of time indicated herein.

The Parties understand and agree to the following:

1. LaTour will use commercially reasonable efforts to market the Rental Program on behalf of Rental Program participants. However, LaTour makes no guarantee that Timeshare will be rented.
2. This Agreement is effective for one year beginning the date on which this Agreement is executed (the “Term”). Owner represents and warrants that Owner has the right to provide LaTour with the ability to use and access the Timeshare and that Owner has not given use rights to any timeshare submitted to the Rental Program to a third party. Owner understands and agrees that upon enrollment in the Rental Program, subject to the terms and conditions provided for herein, Owner forfeits all rights to occupy and/or utilize Timeshare for the agreed upon period during the Term of this Agreement, even if Timeshare is not rented.
3. Upon submission of the Timeshare to the Rental Program, it will be placed into a rental rotation, whereby comparable timeshare intervals are rented out in the order in which they are submitted to the Rental Program. Notwithstanding the foregoing, the order of rentals may be affected by special requests from renters, with first priority given to the timeshare interval that most directly meets the renters’ requests, if any.
4. LaTour, in its sole and absolute discretion, will set the rental rates for each timeshare submitted to the Rental Program. LaTour does not guarantee any specific rate or particular net proceeds to any Rental Program participant. Occupancy is determined by the market as a whole, and rental rates are based upon prevailing market conditions, competitive rate analysis and actual rental activity in the Rental Program. LaTour may use alternative marketing efforts, to include wholesalers, groups and other distribution channels, to rent

any timeshare submitted to the Rental Program, and Owner expressly understands and agrees that in connection therewith, Timeshare may, from time to time, be rented at less than advertised rates. Further, LaTour has the sole and absolute discretion, to accept or decline reservations.

5. LaTour has the right to divide any timeshare week submitted to the Rental Program into intervals smaller than seven (7) days, and to rent any timeshare submitted to the Rental Program for any period of time, including daily rentals. In the event that a Timeshare week is rented multiple times during Owner's period of occupancy, Owner will be responsible for any cleaning fees incurred in addition to the fees for the initial cleaning of the Timeshare. Cleaning fees vary depending upon unit size and resort and may be deducted from any Rental Proceeds (defined below) earned by Owner.
6. Owner must be current on all fees, assessments, and interest due to the Association in connection with their Timeshare prior to enrollment in the Rental Program
7. For the services provided herein, LaTour shall retain thirty percent (30%) of the Gross Income (as defined herein) received for the rental of Timeshare. For purposes of this Agreement, Gross Rental Income shall mean the total revenues collected for each rental of Timeshare prior to travel agent commissions and exclusive of the sales, lodging and/or other use taxes collected from the rental guest and any applicable cleaning fees. Gross Rental Income, less LaTour's thirty percent (30%) commission, travel agent commission, credit card and banking fees will be dispersed to Owner ("Rental Proceeds").
8. Rental Proceeds will be disbursed to Owner within thirty (30) to ninety (90) days from the end of the month in which Timeshare was rented. If the rental was procured from a third-party vendor such as Expedia or Hotels.com, the Rental Proceeds will not be disbursed to Owner until LaTour receives payment from the vendor which in some cases may be up to ninety (90) days from completion of the rental. Rental proceeds will be less any applicable third party vendor commissions,
9. Owner fully understands that participation in the Rental Program is completely voluntary. Owner may utilize any rental agent that Owner chooses, and it is Owner's responsibility to make those arrangements.
10. Owner fully understands and agrees that LaTour will not place Timeshare in the Rental Program until this Agreement is signed and returned by every owner of record of Timeshare. Unless otherwise agreed upon by both parties in writing, execution and submission of this Agreement must take place at least sixty (60) days prior to the start of the occupancy period of my/our timeshare.

11. LaTour may change, amend or terminate this Agreement at any time in its sole discretion by giving thirty (30) days' written notice to Owner pursuant to any method described in paragraph 15 herein. In the event of any change or amendment by LaTour, Owner shall have the opportunity to terminate the Agreement within thirty (30) days from the receipt of the written notice of change or amendment without incurring the termination fee provided for in paragraph 26 herein. Such termination, however, shall have no effect on reservations made regarding Owner's Timeshare which are pending on the date of LaTour's receipt of Owner's notice of termination.
12. Waiver. No waiver of any breach of any Agreement, condition or covenant herein contained shall be construed to be a waiver of such condition, covenant or agreement itself or of any subsequent breach thereof or of this Agreement.
13. Governing Law. This Agreement shall be governed by and construed pursuant to the laws of the State of North Carolina, without regard to conflict of law principles.
14. Notices. Any notice required hereunder shall be valid and shall be deemed given, if delivered to the recipient via electronic mail upon confirmation of the delivery, or if mailed by certified mail, return receipt requested, seven (7) days after depositing with the United States Postal Service, or if by overnight delivery from a nationally recognized overnight courier, on the next business day. Notices shall be addressed to the addresses, including email addresses for such party set forth at the end of this Agreement, or as otherwise provided in this Agreement.
15. Sale. In the event of any sale or conveyance of a Timeshare once it is submitted to the Rental Program, Owner understands and agrees that such sale shall be made subject to this Agreement and any previously made reservations by LaTour. Owner shall immediately provide LaTour with written notice of any such sale, and shall inform LaTour of the closing date, name, address and telephone number of the purchaser. Owner agrees to fully disclose this Agreement, and the terms herein, to any such prospective purchaser.
16. Assignment. This Agreement may not be assigned by Owner unless such assignment is agreed to in advance in writing by LaTour. LaTour may assign this Agreement upon written notice to Owner, provided that this Agreement shall be binding upon and inure to the benefit of all such successors and assigns. Notwithstanding the forgoing, LaTour may, without notice to Owner, freely assign this Agreement to any affiliated, related or successor company or entity of LaTour.
17. Severability. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law, or, if for any reason it is not deemed so modified,

it shall be prohibited or invalidated only to the extent of such prohibition or invalidity without the remainder thereof, or any other provision of this Agreement, being prohibited or invalidated.

18. Headings. All headings in this Agreement have been included herein for reference purposes only, and are not to be used in the interpretation of this Agreement.
19. Interpretation. This Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor or against any party, and any ambiguity shall not be construed against the drafting party.
20. Indemnification. Owner will indemnify and hold LaTour and its parents, subsidiaries, affiliates, principles, officers, directors, members, managers, agents, representatives, employees and successors and assigns harmless for all claims, damages, causes of action, suits, judgments, losses, liabilities, cost and expenses (including reasonable attorney fees) arising out of or relating to this Agreement or the performance by either party hereunder, unless due to LaTour's bad faith or willful misconduct. Additionally, Owner will indemnify and hold LaTour and its parents, subsidiaries, affiliates, principles, officers, directors, members, managers, agents, representatives, employees and successors and assigns harmless for all claims, damages, causes of action, suits, judgments, losses, liabilities, cost and expenses (including reasonable attorney fees) arising out of or relating to the rental of any timeshare Owner submits to the Rental Program and/or Owner's use, appropriation or misappropriation of Renter Proceeds, including but not limited to any failure on Owner's part to pay an applicable taxes.
21. Acknowledgement. By Owner's signature below, Owner hereby acknowledges and represents that Owner has reviewed this Agreement and understands the scope and binding effect of the provisions contained herein.
22. Necessary Approvals. Owner has obtained all necessary approval(s) from any applicable governmental or other regulatory body(ies) and /or all necessary permits, licenses or any other necessary document required to place my timeshare in the Rental Program.
23. Entire Agreement. This Agreement constitutes the entire agreement between Owner and LaTour relating to the subject matter contained herein, and it supersedes and replaces any and all prior agreements and understandings, whether written or oral, relating to the subject matter hereof, including any prior rental management agreements between Owner and LaTour or LaTour's parents, affiliates or subsidiaries.
24. Buyer's right to cancel. You may cancel your enrollment in the LaTour rental program, without any penalty or obligation, within three (3) business days from the date on which you execute your rental program agreement, whether manually or electronically. If you

cancel your enrollment within three (3) business days from the date on which you execute your rental program agreement, any enrollment fees paid by you shall be refunded within ten (10) business days following receipt by LaTour of your cancellation notice. LaTour does not provide financing for the payment of enrollment fees or rental commissions. Accordingly, there are no negotiable instruments or security interests arising out of your enrollment in the LaTour rental program that need to be returned to you or otherwise released or satisfied by LaTour.

25. Notice of cancellation. To cancel your enrollment without penalty, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to LATOUR HOTELS & RESORTS, INC., ONE VANCE GAP ROAD, ASHEVILLE, NC 28805 ATTN: LATOUR OWNER RENTALS, not later than midnight of the third business day following the date on which you execute your rental agreement stating that you wish to cancel your enrollment.

Please note unless and until your Timeshare is booked for a rental, you may terminate this agreement at any time. If you choose to terminate your rental agreement after the three-day right to cancel provided for herein, you will be charged a termination fee of Forty-Five and No/100 Dollars (\$45.00). Upon termination of this agreement, your Timeshare will be taken out of rental rotation and you will have access to the usage of your Timeshare.

26. Owner understands and agrees that if the Timeshare rents, LaTour cannot forward Rental Proceeds to Owner until LaTour certifies under penalties of perjury that:

- (1) The payee's tax identification number (TIN) is correct,**
- (2) The payee is not subject to backup withholding due to failure to report interest and dividend income,**
- (3) The payee is a U.S. person**

Property \_\_\_\_\_

A  B  C  D  E  F  G  H  I  J  K  L

Week 1  Week 2  Week 3  Week 4  Unit# \_\_\_\_\_

Week 1 Date: / / Week 2 Date: / / Week 3 Date: / / Week 4 Date: / /

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone: \_\_\_\_\_ SS#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ ( required )\*

Email address: \_\_\_\_\_

If more than one owner was listed, whose SS# is listed above? \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Why is my Social Security number required?* – It is required by law that any revenue earned as a result of renting your unit through LaTour be reported to the IRS. By providing your social security number, [www.latourhotelsandresorts.com](http://www.latourhotelsandresorts.com) will provide you with the necessary documents that you will need for your annual filing.

**Contact Agreement.** By signing below, I expressly authorize Latour Hotels and Resorts, Inc., Patton Hospitality Management, Inc. and Resort Travel and Xchange, Inc. to email, call or send me recorded messages or texts about their products using automated technology or manual dial technology to my telephone/cellular number I entered immediately below. I understand that I am not required to give my consent as a condition of any purchase.

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_