

**Timeshare Title, Inc.**  
**Rental Agreement and Escrow Instructions**

**RECITALS**

The Parties are:

“RENTER(S)”:

NAME(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

“OWNER(S)”:

NAME(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

This Rental Agreement and Escrow Instructions (the "Agreement") are entered into by and between Owner(s) and Renter(s) (as identified above). Owner(s) and Renter(s) are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties". This "Agreement" shall be dated as of the date that both Parties have submitted completed and executed "Agreement" forms to Escrow Holder. This "Agreement", submitted in counterpart, will represent one "Agreement", and both counterparts are considered merged as one document. Timeshare Title, Inc. ("Escrow Holder") is directed to act as escrow holder pursuant to this "Agreement".

The "Rental Property":

Owner(s) is/are the owner of that certain vacation ownership interest as identified below:

The Rental Unit: \_\_\_\_\_ Rental Week: \_\_\_\_\_

Reservation Number, if applicable, \_\_\_\_\_

Unit subject to "Agreement" ("Unit"):

Resort name: \_\_\_\_\_

Resort address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Unit designation (building, unit #, etc): \_\_\_\_\_

Number of bedrooms: \_\_\_\_\_ Number of bathrooms: \_\_\_\_\_ Maximum occupancy: \_\_\_\_\_

Owner(s) desire(s) to rent to Renter(s) and Renter(s) desire(s) to rent from Owner(s) the Rental Property on the terms and conditions set forth in this "Agreement".

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“AGREEMENT”

Incorporating the foregoing recitals and in consideration thereof and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms, covenants and conditions:

1. TERM OF RENTAL ("RENTAL PERIOD").

Starts at \_\_\_\_\_ p.m. on (day of wk) \_\_\_\_\_ (date) \_\_\_\_\_ 200 \_\_\_\_\_

Ends at \_\_\_\_\_ a.m. on (day of wk) \_\_\_\_\_ (date) \_\_\_\_\_ 200 \_\_\_\_\_

2. FEE FOR RENTAL PERIOD ("TOTAL RENT").

Fee per day: \$ \_\_\_\_\_

Total fee for stay: \$ \_\_\_\_\_

Paid upon signing \$ \_\_\_\_\_

Balance of \$ \_\_\_\_\_ to be paid by (date) \_\_\_\_\_ 200 \_\_\_\_\_

3. PAYMENT SCHEDULE.

The Parties hereby agree to the following payment schedule:

a) Renter(s) shall submit fifty percent (50%) of the Total Rent ("Initial Rent Payment") upon submission of an executed copy of this "Agreement" to Escrow Holder.

b) Owner(s) and Renter(s) shall submit Fifty Dollars (\$50.00) each for the Escrow Holder's ("Non-Refundable Escrow Fee") at time of submission of an executed copy of this "Agreement" to the Escrow Holder.

c) Renter(s) must submit **Final** fifty percent (50%) of the Total Rent to Escrow Holder ("Final Rental Payment") not less than sixty (60) days prior to first day of Rental. (The Initial Rent Payment and the Final Rent Payment are sometimes collectively referred to as the "Total Rent Payment").

d) Upon notice from Escrow Holder that the Renter(s) has/have made the Final Rental Payment, the Owner(s) will immediately notify the resort using the enclosed "Guest Reservation Request" form, that the Renter(s) will be occupying the Rental Property during the Rental period. Owner(s) shall provide a copy of such notice to Escrow Holder.

e) In the event the Renter(s) should fail to deposit the Final Rental Payment in the time specified above, Renter(s) shall be considered in default under the terms of this "Agreement". Escrow Holder shall provide both the Owner(s) and Renter(s) a written notice of such failure to make the Final Rental Payment. Renter(s) shall have five (5) calendar days after such notice to cure such default. The Parties hereby agree that in the event of a continuing default by the Renter(s), the Owner(s) will have suffered damages. Renter agrees that the Initial Rent Payment shall be forfeited to the Owner(s) as liquidated damages since the actual amount of damages would be difficult to establish.

f) The Non Refundable Escrow Fee is considered earned by the Escrow Holder as of the date this "Agreement" is submitted to Escrow Holder and SUCH AMOUNT IS NON-REFUNDABLE.

4. OPENING OF ESCROW.

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Escrow shall be deemed open upon the occurrence of both of the following:

(a) Submission or delivery of this "Agreement" to Escrow Holder together with the funds specified in Section 3.a. and 3.b. above, and (b) Escrow Holder's acceptance of same as evidenced by Escrow Holder's communication of the Acceptance and Acknowledgment of this "Agreement" via electronic communication. If for any reason, Timeshare Title, Inc. declines to serve as Escrow Holder, such refusal shall not affect the validity of this "Agreement" as between the Parties and the Parties shall mutually agree in writing on another escrow company to serve as Escrow Holder.

### **5. CLOSE OF ESCROW.**

Escrow shall close eleven (11) calendar days after the term of the "Agreement" has ended ("Close of Escrow"). The Parties mutually agree and hereby instruct Escrow Holder to disburse the Total Rental Payment to the Owner(s) without any further instruction from the Parties unless a Dispute Notice (as specified in Section 6 below) has been received as set forth below. Escrow Holder shall not be responsible to determine that Renter received the use and enjoyment of the Rental Property.

Escrow Holder shall not be called upon to settle or arbitrate any dispute between the Parties. In the event that a Dispute Notice has been submitted as specified above, Escrow Holder shall hold all funds in Escrow (except the Escrow Holder's escrow fees which may be disbursed to Escrow Holder) pending resolution of the dispute as set forth in Section 6 below. However, the Parties understand and agree that any monies held in excess of sixty (60) days from the date of the Dispute Notice shall be subject to offset of Escrow Holder's Funds Held Fee Charge equal to Fifty Dollars (\$50.00) per month.

### **6. COMPLAINT RESOLUTION PROCESS**

If the Renter(s) should experience either problem specified below, a dispute will be deemed to exist between the Parties upon receipt of written notification specifying such problem in reasonable detail which notice must be delivered by the Renter(s) to the Owner(s) and Timeshare Title, Inc. within eight (8) calendar days of the end of the Rental.

Period ("Dispute Notice"), if the Dispute Notice is not delivered in the time and manner specified. Renter(s) will be conclusively deemed to have waived any and all dispute rights. The Parties hereby agree to submit any dispute between the Parties to Timeshare Title, Inc.

a) The Rental Property, or a satisfactory substitute, was not available for use by the Renter(s) during the Rental Period.

b) The Rental Property was "materially" different than what was promised (one bedroom vs. two bedroom, missing amenity - kitchen, microwave, TV, phone, etc.)

If the Rental Property is not habitable on the day that the Rental Period commences by reason of flood, fire, storm and a satisfactory substitute is not made available, the Total Rent Payment will be refunded to the Renter(s) and the Owner(s) will have no further liability to the Renter(s).

Notices must be delivered to Escrow Holder, Timeshare Title, Inc., at the addresses below and to the Parties at the addresses listed in the Recitals.

Escrow Holder:

**Timeshare Title, Inc.  
P.O. Box 3175  
Sharon, PA 16146**

**Attn: Rental Escrow Department**

**Timeshare Title, Inc.**  
**Rental Agreement and Escrow Instructions**

[rentalescrow@timeshare-title.com](mailto:rentalescrow@timeshare-title.com)

**Phone: 724-347-1061**

**Fax: 724-347-4310**

RENTER(S) AND OWNER(S) AGREE(S) TO ACCEPT THE DISPUTE RESOLUTION DETERMINATION MADE BY THEMSELVES AND/OR THEIR LEGAL REPRESENTATIVES AS THE FINAL RESOLUTION AND FURTHER INSTRUCT ESCROW HOLDER, TIMESHARE TITLE, INC., TO DISBURSE ALL FUNDS IN ACCORDANCE WITH THE RESOLUTION DETERMINATION.

THE PARTIES HEREBY SPECIFICALLY HOLD ESCROW HOLDER, TIMESHARE TITLE, INC., FREE OF ANY LIABILITY IN THE DISPUTE RESOLUTION AND/OR ANY MISREPRESENTATIONS MADE BY THE OWNERS OR RENTERS IN THE "AGREEMENT".

**7. MUTUAL COVENANTS AND AGREEMENTS.**

Renter(s) may use the Rental Property during the Rental Period without interference and subject to the terms of this "Agreement". Owner(s) is/are not responsible for any inconvenience or interruption of services due to repairs, improvements or for any other reason beyond Owner's immediate control or reasonable knowledge

Renter(s) shall be solely responsible for any and all costs for services and activities for which additional fees are charged by the resort in which the Rental Property is located. During the Rental Period, the Renter(s) will be solely responsible for the charges for all telephone calls made from the Rental Property phone system, any housekeeping services for which there is an additional charge, and any other extra charges imposed by the resort for services or the use of its facilities.

The term of this "Agreement" is solely for the Rental Period. Renter(s) understand(s) and agrees that he/she/they will be solely responsible for any fees charged for any stay outside of the Rental Period.

Any fees charged for failure to vacate the Rental Property in a timely manner will be the sole responsibility of the Renter(s).

Renter(s) shall use the Rental Property in accordance with the rules and regulations of the resort in which it is located. Pets may not be allowed unless permitted by the resort. Renter(s) agree(s) that he/she/they is/are solely responsible for investigating whether or not pets may be brought to or housed at the Rental Property. Failure of the Rental Property to allow pets is not a bona fide reason for dispute by the Renter(s) under this "Agreement".

Owner(s) covenant(s) and agree(s) that (a) all maintenance fees and other Owner assessments are current with respect to the Rental Property, and (b) Owner(s) is/are in good standing at the resort at a date not less than sixty (60) days prior to the Rental Period.

Renter(s) agree(s) to maintain the Rental Property in the same condition it is in at the commencement of the Rental Period except for ordinary wear and tear. Renter(s) will pay for all repairs, replacements and damages caused by the acts or neglect of the Renter(s) or Renter's household members or guests. If requested at time of registration, the Renter(s) will sign a credit card charge slip to secure payment for any such repairs, replacements or damages.

This "Agreement" may not be assigned by either Party without the other Party's prior written consent.

All notices may be sent to the Parties and Escrow Holder electronically via e-mail. All notices between the Parties must be copied to Escrow Holder. This "Agreement" may be submitted to Escrow Holder via the Internet, or by other means such as facsimile, e-mail, regular mail or overnight service. All notices will be deemed received by the Parties when actually sent. The Parties hereby agree that all electronic

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submissions shall be treated as though submitted in original form, and for purposes of dispute among the Parties all electronic communications and submissions will be treated as though in original paper form. The Parties further agree that this transaction in its entirety may not be denied legal effect solely because there is not a pen and ink "writing" or "signature".

"RENTER(S)":

"OWNER(S)":

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Upon completion of this form please fax, email, or mail to:

**Timeshare Title, Inc.  
P.O. Box 3175  
Sharon, PA 16146**

**Attn: Rental Escrow Department**  
[rentalescrow@timeshare-title.com](mailto:rentalescrow@timeshare-title.com)

**Phone: 724-347-1061**  
**Fax: 724-347-4310**

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**Resort Guest Reservation Request**

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

**Resort:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

**Timeshare Unit #:** \_\_\_\_\_

**Week(s):** \_\_\_\_\_

**Year:** \_\_\_\_\_

Dear Sir/Madame:

This letter is to notify you that I have re-assigned the use of my timeshare for the year: \_\_\_\_\_

The following people will be using the unit:

Name(s): \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

1. Inbound guests are bound by all the resorts rules and regulations.
2. Inbound guests are responsible for all damages caused by them to the unit and/or resort facility.
3. Guests are responsible for any incurred costs at the resort as well as any other travel related costs.
4. No one under the age of 21 will be permitted to occupy the unit unless accompanied by persons 21 or older.

**OWNER(S):** \_\_\_\_\_

\_\_\_\_\_

**UNIT/WK, YEAR** \_\_\_\_\_

**SIGNATURE(S):** \_\_\_\_\_

\_\_\_\_\_