Rental Services, 2460 Palm Ridge Road Sanibel Island, FL 33957
Tel: 800-448-2736 ~ EMAIL: sfrentals@hgv.com

EXCLUSIVE TIMESHARE RENTAL CONTRACT

This Exclusive Timeshare Rental Contract ("Agreement") is entered into as of _____, 20___, by and between Grand Vacations Realty, LLC ("GVR") and the following owner(s): _____ ("Owner", "Owners" and "I"). I, the Owner(s) of the timeshare unit weeks listed below ("timeshare periods") at _____ (the "Property"), hereby appoint GVR as my agent for the rental of said timeshare periods. I hereby acknowledge, consent, and agree that:

1. Exclusivity. GVR shall have the exclusive right to rent my timeshare periods listed below and to charge, collect, and remit sales tax levied under Florida Statutes Chapter 212 to the Department of Revenue of the State of Florida. I acknowledge that should the State be unable to collect such sales tax and any penalties and interest due from the rental of the accommodations, a warrant for such uncollected amount can be issued and become a lien against the accommodations until satisfied. I shall not exchange, rent, use, or otherwise commit my timeshare periods after signing this contract for any purpose without the prior written consent of GVR.

2. Termination. This Agreement expires at the conclusion of the timeshare period(s) listed below. This Agreement may only be terminated if the following criteria are met: (i) the timeshare period(s) subject to this Agreement are not committed to a rental guest, (ii) no rental payment has been paid to Owner, and (iii) prior written notice is provided prior to the timeshare periods scheduled start date to the attention of Rental Services, 6355 MetroWest Blvd., Suite 180, Orlando, Florida 32835. Unless otherwise agreed in writing, termination of this Agreement shall terminate all rights and obligations for all timeshare periods submitted under this Agreement. Notwithstanding the foregoing, in the event my timeshare periods, or a substantial portion of the Property in which my timeshare period exists are rendered unavailable or uninhabitable due to a natural disaster, act of God, war, civil unrest or any other event beyond the control of GVR, the parties to this Agreement shall be released of all obligations hereunder.

3. Rental. GVR will accept timeshare periods in full week (7 nights) increments only. GVR may rent my timeshare periods for any duration deemed necessary to secure the rental. Entering into this Agreement with GVR does not guarantee a partial or full-week rental. In exchange for GVR's services to obtain a rental guest, GVR is entitled to a commission, to be deducted from all net rental proceeds and/or forfeited deposits for any applicable cancellations. A rental guest shall be permitted to cancel its/his/her reservation, and a deposit may or may not be applicable or refundable. To the extent permitted by law, GVR will retain all interest, if any, earned on rental deposits. Net proceeds shall be calculated after any applicable discounts, including multi-week, owner, Hilton Grand Vacations Club Member and AAA discounts; travel agent commissions and charges; broker fees; and housekeeping/cleaning fees (including daily cleaning fees, if applicable, and split week cleaning fees if the unit is used more than once during the applicable time period(s)), based upon the following schedule:

One to 28 nights	35% to GVR, 65% to Owner
29 or more nights	30% to GVR, 70% to Owner

To qualify for the 70% payment split, all room nights must be at the same resort and submitted to GVR simultaneously at least ninety (90) days prior to the start date of the first timeshare period. If any maintenance fees, taxes, assessments, or special assessments are delinquent at the time rental proceeds are collected by GVR, such delinquent amounts may be deducted from the net amount due to Owner. Payment of remaining rental proceeds shall be paid upon processing after completion of your applicable timeshare period.

4. Acceptance. I acknowledge this Agreement is not binding or effective until accepted by GVR and that GVR may limit the number of exclusive contracts accepted and may refuse to accept this Agreement in its sole discretion for any reason. Additionally, this Agreement may be rejected by GVR if: (i) I am delinquent on maintenance fees, taxes, and special assessments, (ii) I have not provided my social security or Tax ID number for income reporting purposes, (iii) I have modified or made any changes to this contract, (iv) I have exchanged my timeshare period(s) through an exchange company or selected Honors points or other program benefits in lieu of occupancy, (v) I have not furnished all the requested information, (vi) I attempt to provide partial and/or split weeks to GVR, or (vii) I am a flex Owner and I have not confirmed my unit week reservation prior to submitting this Agreement. If Owner is a foreign person or entity, GVR is required by U.S. tax law to withhold 30% of all gross income from Owner's proceeds unless Owner provides a properly completed IRS Form W-8ECI including U.S. Social Security or U.S. Tax ID number prior to disbursement of proceeds. I acknowledge and agree that (i) if I am a U.S. non-resident alien, I will report any proceeds from this transaction on a U.S. Federal Tax Form 1042-S, and (ii) if I am a U.S. person (including a resident alien), I will report any proceeds from this transaction on a U.S. Federal Tax Form 1099 and will be subject to taxation in accordance with current U.S. federal tax law. Such tax forms may be obtained directly through the U.S. Internal Revenue Service or through a United States Consulate.

5. Best Efforts. I acknowledge and agree that GVR shall strive to rent the timeshare period(s) listed below at the best available rate, subject to all applicable discounts, and number of days as determined by GVR in its sole discretion and that GVR is not responsible for any reservation cancellations and has sole authority to assign renters to units for which it holds rental contracts. I further acknowledge that GVR will use its best efforts to obtain suitable renters but makes no guarantee in this regard. I understand that if GVR is unable to obtain suitable renters for my timeshare period and no use of my timeshare period is made, I remain solely responsible for the payment of all maintenance fees, taxes and other assessments associated therewith. I further agree to contact the Property directly to confirm the status of my timeshare period(s).

6. Priority of Rental. This contract may be submitted up to two years in advance, and unless terminated as provided above expires at the conclusion of the timeshare period(s) listed below. Rental priority of all units subjected to exclusive contracts is determined by the order in which completed exclusive contracts are received and accepted by GVR and on the specific unit types requested by renters.

7. Flex Owners must list confirmed week(s) and unit(s) for the year specified and provide a copy of the confirmation.

8. I understand and acknowledge the fact that a potential conflict of interest exists as: (i) GVR may be a subsidiary of an affiliate of the developer of the Property in which the timeshare period(s) is located and GVR may be renting unsold or re-acquired timeshare period(s) at the Property, and/or (ii) GVR is also the management company of the Property and rents timeshare period(s) for other properties managed by GVR. Although GVR may take steps to eliminate or lessen this conflict, it cannot guarantee it will be eliminated.

9. This Agreement may not be amended or modified by conduct manifesting assent, or by electronic signature. I am on notice that any individual purporting to amend or modify the Agreement by conduct manifesting assent or by electronic signature is not authorized to do so. All previous agreements and understandings between the parties regarding the subject matter of this Agreement, whether written or oral, are superseded by this Agreement.

Signer(s) warrants that he/she has the authority to Execute this Agreement and does so with the consent Of all owners named on the deed.

Signature of Owner: _____

Printed: _____

Signature of Owner: _____

Printed: _____

Address: _____

City, State, Zip: _____

Social Security or Tax ID# REQUIRED: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Unit #	Week #	Arrival Date	Departure Date	# of Nights Listed	For Office Use Only

Accepted by GVR on: _____

_____
Grand Vacations Realty, LLC

This Agreement is not valid until approved by Grand Vacations Realty, LLC.
The timeshare period(s) listed above are not considered listed for rent until you receive a copy of this Agreement signed by a GVR representative.
An executed copy of this Agreement will be returned to you for your records after processing.

(The rest of this page is intentionally left blank.)

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Hilton
GRAND VACATIONS

HGV - ACCOUNTS PAYABLE SUPPLIER ACTION FORM

Sections A and B to be completed by the supplier **Section C to be completed by HGV**

The below form must be completed in its entirety. Incomplete forms will be returned.

A. Supplier Information

*Legal Name: _____

***Physical Address (No P.O. Box)**

*Address: _____

_____

*City: _____ *State: _____ *ZIP/Postal Code: _____ *Country: _____

***Remittance Address**

*Address: _____

_____

*City: _____ *State: _____ *ZIP/Postal Code: _____ *Country: _____

B. Purchasing/Data

Sales Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Type of Transactions: ☐ Service ☑ Rents ☐ Royalties ☐ Legal Services ☐ Merchandise ☐ Medical/Healthcare

Product Service Description: Owner commission

Payment Terms: 30 Days Unless Otherwise Noted Exceptions: ☐ Yes (*Required Approval Attached*) ☐ No

C. FOR HGV SITE USE ONLY

*Name of HGV Company: _____ *BU#: _____

*Location: _____ *Contact Person: _____

_____ _____ _____

*APPROVING DIRECTOR (PRINT NAME) *APPROVING DIRECTOR SIGNATURE *DATE

D. FOR A/P USE ONLY

_____ _____ _____ _____

*VALIDATED BY (SOVOS / TAX PORT) *DATE *PROCESSED BY *DATE

_____ _____

*AUDITED BY *DATE

*REQUIRED FIELDS