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-8ECI**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States

▶ **Section references are to the Internal Revenue Code.**
▶ **Go to *www.irs.gov/FormW8ECI* for instructions and the latest information.**
▶ **Give this form to the withholding agent or payer. Do not send to the IRS.**

OMB No. 1545-1621

Note: Persons submitting this form must file an annual U.S. income tax return to report income claimed to be effectively connected with a U.S. trade or business. See instructions.

Do not use this form for:	**Instead, use Form:**
• A beneficial owner solely claiming foreign status or treaty benefits	W-8BEN or W-8BEN-E
• A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b)	W-8EXP
Note: These entities should use Form W-8ECI if they received effectively connected income and are not eligible to claim an exemption for chapter 3 or 4 purposes on Form W-8EXP.	
• A foreign partnership or a foreign trust (unless claiming an exemption from U.S. withholding on income effectively connected with the conduct of a trade or business in the United States)	W-8BEN-E or W-8IMY
• A person acting as an intermediary	W-8IMY
Note: See instructions for additional exceptions.	

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual or organization that is the beneficial owner

2 Country of incorporation or organization

3 Name of disregarded entity receiving the payments (if applicable)

4 Type of entity (check the appropriate box):

☐ Partnership ☐ Simple trust ☐ Complex trust ☐ Tax-exempt organization
☐ Foreign Government - Controlled Entity ☐ Grantor trust ☐ Central bank of issue
☐ Foreign Government - Integral Part ☐ International organization ☐ Corporation
☐ Private foundation ☐ Individual ☐ Estate

5 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state or province. Include postal code where appropriate. | Country

6 Business address in the United States (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state, and ZIP code

7 U.S. taxpayer identification number (required—see instructions) ☐ SSN or ITIN ☐ EIN

8a Foreign tax identifying number (FTIN)

8b Check if FTIN not legally required ☐

9 Reference number(s) (see instructions)

10 Date of birth (MM-DD-YYYY)

11 Specify each item of income that is, or is expected to be, received from the payer that is effectively connected with the conduct of a trade or business in the United States (attach statement if necessary).

12 Check here to certify that: you are a dealer in securities (as defined in section 475(c)(1)); you are a transferor of an interest in a publicly traded partnership (PTP) claiming an exception from withholding under Regulations section 1.1446(f)-4(b)(6); and any gain from the transfer of the PTP interest associated with this form is effectively connected with the conduct of a trade or business within the United States without regard to section 864(c)(8). ☐

Part II Certification

Sign Here

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the beneficial owner (or I am authorized to sign for the beneficial owner) of all the payments to which this form relates,
- The amounts for which this certification is provided are effectively connected with the conduct of a trade or business in the United States,
- The income for which this form was provided is includible in my gross income (or the beneficial owner's gross income) for the taxable year, **and**
- The beneficial owner is not a U.S. person.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the payments of which I am the beneficial owner or any withholding agent that can disburse or make payments of the amounts of which I am the beneficial owner.

I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.

☐ **I certify that I have the capacity to sign for the person identified on line 1 of this form.**

Signature of beneficial owner (or individual authorized to sign for the beneficial owner) | Print name | Date (MM-DD-YYYY)

Form **W-8BEN**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

▶ **For use by individuals. Entities must use Form W-8BEN-E.**
▶ **Go to *www.irs.gov/FormW8BEN* for instructions and the latest information.**
▶ **Give this form to the withholding agent or payer. Do not send to the IRS.**

OMB No. 1545-1621

Do NOT use this form if: **Instead, use Form:**

- You are NOT an individual W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services) W-8ECI
- You are a beneficial owner who is receiving compensation for personal services performed in the United States . . . . . 8233 or W-4
- You are a person acting as an intermediary W-8IMY

Note: If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner

2 Country of citizenship

3 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state or province. Include postal code where appropriate.

Country

4 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country

5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)

6a Foreign tax identifying number (see instructions)

6b Check if FTIN not legally required . . . . . ☐

7 Reference number(s) (see instructions)

8 Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a ____ % rate of withholding on (specify type of income):

_____.

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
  - (a) income not effectively connected with the conduct of a trade or business in the United States;
  - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
  - (c) the partner's share of a partnership's effectively connected taxable income; or
  - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here ☐ I certify that I have the capacity to sign for the person identified on line 1 of this form.

Signature of beneficial owner (or individual authorized to sign for beneficial owner) — Date (MM-DD-YYYY)

Print name of signer

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