**Disney Vacation Club (DVC) Points Usage Contract**

YourNameHere, herein after referred to as MEMBER, certifies that she is a DVC Member who has and will maintain, in good standing, an ownership interest in the Disney Vacation Club, throughout this contract period, sufficient to carry out the terms of this contract. MEMBER desires to make this reservation in the name and benefit of RenterNameHere, herein after referred to as RENTER, in exchange for monetary recompence. RENTER certifies a desire to purchase (rent) this reservation and has the ability to make full payment for such.

This contract is entered into, in good faith, between MEMBER and RENTER for the express purpose of renting reserved lodging as set forth below.

**Terms and Conditions**

This is an agreement to rent points that represent accommodations only. There are no ticket media, transportation, meals, transfers, insurance, or other items included, unless they are otherwise specified below. Such items and any additional costs therein will be the responsibility of and paid for by RENTER. MEMBER will at all times retain 100% control over the reservation and 100% ownership of any and all vacation points.

RENTER agrees to abide by all Disney Vacation Club terms, policies and rules, regulations, and requirements applicable to Disney Vacation Club members and Disney Vacation Club membership. RENTER agrees to be responsible for any unpaid charges and/or damages to the unit(s) rented, including all contents and improvements, Disney Vacation Club property and Disney property during his/her stay that are assessed against MEMBER’s membership. Any unpaid charges or damages assessed shall be reimbursed to MEMBER within 10 business days of notice to RENTER. A faxed or e-mailed copy of a Disney Vacation Club or other Walt Disney Company communication assessing the charges or damages shall satisfy as notice to RENTER. RENTER agrees to pay any and all charges and/or fees to MEMBER or their assigned agent(s) for any fees or charges related to the collection of monies owed.

RENTER agrees to provide the Resort with an acceptable and valid credit card upon check-in for incidentals and any other charges imposed by RENTER connected to RENTER’s stay at and use of the Resort.

RENTER agrees to indemnify and hold harmless MEMBER due to any actions taken by the RENTER and/or anyone in RENTER’s party and/or any guest(s) of the RENTER during the execution of the reservation.

RENTER understands that DVC properties are handled differently than cash rooms booked directly through a Walt Disney World Resort Hotel. MEMBER strongly suggests that RENTER performs their own research in order to understand all of the practices and policies of a DVC property, therefore resulting in a lesser chance of RENTER experiencing trip interruptions and/or unwanted circumstances that may or may not result in a loss to RENTER. One of the most common differences are the daily housekeeping routines. Except for service animals as defined by the Americans with Disabilities Act, pets are not allowed to stay on Disney property, unless RENTER makes other agreements directly with DVC.

RENTER is hereby notified that there is no smoking allowed in the rooms, on the room’s patio and/or balcony, in the resort buildings, or anywhere on Disney property, other than the designated smoking areas.

The Walt Disney Company and the Disney Vacation Club are constantly improving their resorts and properties for the current and future enjoyment of all guests. RENTER is hereby notified that their time on Disney property may or may not be impacted by construction at any time on any Disney property, including the Resort in which the room is booked. MEMBER assumes no responsibility for situations that are not under her control and will not be held liable for such.

MEMBER and RENTER have agreed to an $InsertRate USD payment per vacation point to secure RENTER’s requested reservation. In addition to this payment, RENTER is responsible for any exchange fees assessed for non-Disney Vacation Club resort accommodations. Such fees are due at the time of the initial payment and are in addition to the point cost of the reservation.

RENTER must immediately notify MEMBER if any of the below Reservation Details are inaccurate so to allow MEMBER sufficient time to make the necessary corrections. MEMBER will not be held liable for or compensate RENTER in any way for any issues or losses RENTER may experience due to incorrect Reservation Details. RENTER agrees that only the persons listed in RENTER’s Party below will occupy the room.

Disney’s Magical Express and Disney Dining Plan:

Upon receiving the RENTER’s request, MEMBER will attempt to add Disney’s Magical Express and/or a Disney Dining Plan to the RENTER’s reservation as directed so by RENTER; however, MEMBER cannot guarantee that any addition will be approved. MEMBER will not add Disney’s Magical Express or a Disney Dining Plan to RENTER’s reservation without first being directed to do so by RENTER.

If RENTER would like to add Disney’s Magical Express to their reservation, MEMBER must receive the RENTER’s request at least 30 days prior to the RENTER’s check-in date to allow MEMBER sufficient time to arrange. Disney’s Magical Express cannot be added once the RENTER arrives at the airport or resort. RENTER agrees to follow all rules, regulations, and requirements for Disney’s Magical Express as set forth by Disney and its affiliated companies. There is no cost to add Disney’s Magical Express to a reservation as it is a complimentary transportation via motorcoach to and from Orlando International Airport and select Walt Disney World Resort hotels.

If RENTER would like to add a Disney Dining Plan to their reservation, MEMBER must receive the RENTER’s request at least 30 days prior to the RENTER’s check-in date to allow MEMBER sufficient time to arrange. The Disney Dining Plan cannot be added once RENTER arrives at the resort. RENTER agrees to follow all rules, regulations, and requirements for the Disney Dining Plan as set forth by Disney and its affiliated companies. Full payment for the dining plan is due and required when MEMBER adds said Dining Plan to RENTER’s reservation. RENTER can make their own Advance Dining Reservations through the Walt Disney World Resort website.

Modifications/Changes to the Reservation:

All reservations are non-transferable and cannot be rented, sold, subleased, or otherwise assigned by any means to a third party and shall remain in RENTER’s name.

Upon receiving the RENTER’s request, MEMBER will attempt to make any reservation changes as directed so by RENTER. MEMBER cannot guarantee that any modification request will be approved due to the limited room availability and/or DVC program rules. Any changes must be requested and approved no later than 31 days prior to the check-in date and result in the RENTER’s stay being completed before any points expire.

RENTER shall be 100% financially responsible for any and all additional charges assessed or costs incurred to accommodate RENTER’s changes, including any and all additional vacation points needed to cover RENTER’s new reservation arrangement. Additional vacation points may be charged at a higher rate than originally agreed upon; however, no changes will be made until MEMBER and RENTER agree upon the cost of any additional points. Payment for any and all modifications shall be made to MEMBER by RENTER before any changes are made.

MEMBER will not modify RENTER’s reservation without first being directed to do so by the RENTER.

Cancellations:

If RENTER needs to cancel their reservation, RENTER will notify MEMBER immediately and without delay. RENTER will be held to the same terms as a DVC member. Cancellation on the day of arrival will result in forfeiture of the rented points and reservation. Cancellation within 30 days of check-in will result in MEMBER having 60 days to attempt to reschedule the reservation to avoid forfeiture of the points. Cancellation more than 30 days before check-in, allows MEMBER to attempt to reschedule the reservation, pending room availability, with the rented points.

Refunds:

All funds paid to MEMBER are non-refundable, regardless of reason or circumstance, and will not be applied to any future agreements between MEMBER, RENTER, and/or any other third party.

At no time, will MEMBER attempt to recoup or cover any losses RENTER may experience.

No other services or offers will be provided or secured MEMBER.

**Reservation Details**

Resort Confirmation Number: (if already booked)

InsertHere

Unit Description and Location:

Example - Standard View Studio at Disney's Polynesian Village Resort, Walt Disney World, Florida

Duration and Dates:
Number of Nights: InsertHere

Check In: InsertHere

Check Out: InsertHere

Total points rented: InsertHere

Room requests made to DVC Member Services via InsertMethod on InsertDate by MEMBER:

“InsertDetailsHere”

MEMBER makes no guarantee that room requests will be approved.

Names in RENTER’s Party and Ages, including RENTER:

InsertDetailsHere

**Payment Details**

\*\*Verify All & Change as needed

Point Cost Calculation:

A total of InsertHere points are required for the full reservation detailed above.

There are no point exchange fees associated with said reservation.

Per the agreed upon rate detailed above, the total reservation cost equates to $InsertTotal USD.

RENTER has made a payment to MEMBER equaling $InsertAmount USD as of InsertDate, leaving a total balance of $InsertAmount USD remaining.

Payment Due Dates:

This signed contract and an initial payment equal to 50% of the total reservation cost is due within 48 hours from the time MEMBER sends RENTER the Resort Confirmation Number. Per the point cost calculation above, the initial payment due is $InsertAmount USD.

The full remaining balance equal to $InsertAmount USD is due by InsertDate (30 days).

If the signed contract or any payment is not received by their respective due date, then MEMBER may cancel the reservation without compensation to RENTER.

Payment Methods:

MEMBER accepts payments through Zelle, Paypal, or Venmo; however, RENTER is responsible for paying all Paypal fees in addition to any funds sent via Paypal. Such fees are due at the time of each Paypal transaction. No other method of payment will be accepted unless it is otherwise agreed upon by both parties. If any form of payment is returned for insufficient funds, MEMBER may cancel the reservation without compensation to RENTER.

By signing below, RENTER certifies that the above Reservation Details are complete and accurate, and MEMBER and RENTER hereby agree to all terms and conditions of this contract. Any modifications of this contract are unenforceable unless they are in writing and signed by both MEMBER and RENTER. This contract shall be governed under, interpreted, and enforced in accordance with the laws of the State of InsertHere. If any part or portion of this contract is found to be unenforceable, then the remainder of the contract shall remain in force.

X

Signature of RENTER Date

X

Signature of MEMBER Date

MEMBER Contact Information:

YourNameHere

YourAddressHere

Phone: YourPhoneHere

Email: YourEmailHere

RENTER Contact Information:

RenterNameHere

RenterAddressHere

Phone: RenterPhoneHere

Email: RenterPhoneHere

(Credit to Erin Martin in the DVC Point Exchange and Rental Facebook Group for this template)