

Transfer My Timeshare, LLC, LLC
PO Box 113
130 Shenandoah Avenue
Shen-Elk Plaza
Elkton, VA 22827-0113

Phone: 1-866-880-4040

Fax: 540-298-8648

AGREEMENT AND ESCROW INSTRUCTIONS

This Agreement and Escrow Instructions (the "Agreement") are entered into by and between Owner and Renter (as identified below). Owner and Renter 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. Transfer My Timeshare LLC ("Escrow Holder") is directed to act as escrow holder pursuant to this "Agreement".

RECITALS

The Parties are:

"Owner"

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Home Phone: _____ Work Phone: _____

E-mail address: _____

"Renter"

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Home Phone: _____ Work Phone: _____

E-mail address: _____

The "Rental Property":

Owner is 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 desires to rent to Renter and Renter desires to rent from Owner the Rental Property on the terms and conditions set forth in this "Agreement".

"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____.

Owner agrees to arrange for reservation of the Property for the Rental period indicated above, and shall submit to Escrow Holder proof of reservation at the time this "Agreement" is submitted to Escrow Holder.

3. PAYMENT SCHEDULE.

The Parties hereby agree to the following payment schedule:

a) Renter 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 and Renter shall agree upon who will submit the Escrow Holder's fee.

Owner or Renter shall submit Escrow Holder's escrow fee of Sixty Nine Dollars (\$69.00) ("Non-Refundable Escrow Fee") at time of submission of an executed copy of this "Agreement" to Escrow Holder.

c) Renter 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 Renter has made the Final Rental Payment, Owner will immediately notify the resort manager in writing that the Renter will be occupying the Rental Property during the Rental period. Owner shall provide a copy of such notice to Escrow Holder and Renter.

e) In the event Renter should fail to deposit the Final Rental Payment in the time specified above, Renter shall be considered in default under the terms of this "Agreement". Escrow Holder shall provide both Owner and Renter a written notice of such failure to make the Final Rental Payment. Renter 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 Renter, Owner will have suffered damages. Renter agrees that the Initial Rent Payment shall be forfeited to Owner 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.

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, Transfer My Timeshare LLC 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 Owner 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 Renter 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 Renter to Owner and Transfer My Timeshare LLC 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 will be conclusively deemed to have waived any and all dispute rights. The Parties hereby agree to submit any dispute between the Parties to Transfer My Timeshare LLC.

a) The Rental Property, or a satisfactory substitute, was not available for use by Renter 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 Renter and Owner will have no further liability to Renter.

Notices must be delivered to Escrow Holder, Transfer My Timeshare LLC, at the addresses below and to the Parties at the addresses listed in the Recitals.

Escrow Holder:

Transfer My Timeshare LLC
PO Box 113
130 Shenandoah Avenue
Shen-Elk Plaza
Elkton, VA 22827-0113

Phone: 1-866-880-4040
Fax: 540-298-8648

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

THE PARTIES HEREBY SPECIFICALLY HOLD ESCROW HOLDER, TRANSFER MY TIMESHARE, LLC, 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 may use the Rental Property during the Rental Period without interference and subject to the terms of this "Agreement". Owner is 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 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, Renter 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 understands and agrees that he/she 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 Renter.

Renter 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 agrees that he/she is 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 Renter under this "Agreement".

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

Renter agrees 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 will pay for all repairs, replacements and damages caused by the acts or neglect of Renter or Renter's household members or guests. If requested at time of registration, Renter 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 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".

Owner:

By: _____

Print Name: _____

By: _____

Print Name: _____

Renter:

By: _____

Print Name: _____

By: _____

Print Name: _____

Upon completion of this form please fax with Credit Card Authorization form via fax to 603-218-6135 or mail to:

Transfer My Timeshare LLC
PO Box 113
130 Shenandoah Avenue
Shen-Elk Plaza
Elkton, VA 22827-0113

Attn: Rental Escrow Dept

Phone: 1-866-880-4040
Fax: 540-298-8648.