

**MARRIOTT VACATION CLUB DESTINATIONS™ EXCHANGE PROGRAM
EXPLORER COLLECTION – TERMS & CONDITIONS- RELEASE**

“Vacation Home”: Single family residence, including ancillary amenities, located at 28 Pelican Street, Hilton Head Island, South Carolina, 29928.

“Member”: _____
Print Name(s)

VACATION HOME RULES

1. Check-In and Check-Out. The check-in and check-out process for the Vacation Home will be facilitated by Hilton Head Vacations, Inc. (“Management Company”), the management company for the Vacation Home. The Management Company’s office is located at 19 Bow Circle, Suite A1. Hilton Head Island SC, 29928. Member may check-in at 4:00 p.m. At check-in, Member will be required to provide the name of all guests occupying the Vacation Home as well as a valid credit card at check-in to cover any damage caused by Member or its guests to the Vacation Home, or to cover any other fees which are the responsibility of Member pursuant to these rules. On the day of check-out, Member must vacate the Vacation Home by 10:00 a.m. and return all keys and other entry devices relating to the Vacation Home no later than 11:00 a.m. Lost keys or other access devices may result in fee up to \$200.00 fee per lost item.

2. Maximum Occupancy. The maximum number of occupants for the Vacation Home is twelve (12) occupants. Regardless of age, each child is considered an occupant.

3. Housekeeping. Housekeeping services, including the provision of clean linens and towels, will be provided to the Vacation Home prior to check-in time. Member is responsible for leaving the Vacation Home in a neat and tidy condition (i.e., dishes washed and put away, garbage taken to the nearest collection receptacle, etc.). Daily housekeeping services are not provided. An occupant who fails to, upon check-out, leave the Vacation Home in a neat and tidy condition will be charged an additional fee in the amount of \$250.00 for additional housekeeping service required to maintain the Vacation Home.

4. Use. The Vacation Home shall be occupied and used by the Member and its guests for residential purposes which are consistent with, and appropriate to, a first-class vacation rental home. Member may not make any changes, including the rearrangement or removal of furniture, wall hangings, or floor coverings, or redecorating of any type anywhere on the Vacation Home premises. Member and its guests are required to comply with all local rules, laws, codes and regulations relating to the use and occupancy of the Vacation Home and act in a responsible manner at all times, including, without limitation, refraining from excessive noise of any kind or other activity that may unreasonably disturb, annoy, endanger, or inconvenience neighbors. Member and its guests shall not use the Vacation Home for any immoral, offensive, or unlawful purposes, nor violate any law, homeowner’s association rules, or ordinance, nor commit waste or nuisance on or about the Vacation Home. Member is responsible for the conduct of his/her guests. **TO THE EXTENT PERMITTED BY LAW, MVEC MAY REQUIRE AN OCCUPANT TO VACATE THE VACATION HOME FOR DISRUPTIVE OR**

INAPPROPRIATE BEHAVIOR WITHOUT ANY REFUND IN THE REASONABLE DISCRETION OF MVEC.

Smoking is prohibited within the Vacation Home. Failure to comply with this non-smoking policy may result in a cleaning fee in an amount equal to the lesser of \$250.00 per bedroom or the maximum amount permitted by applicable law.

No animals are permitted at the Vacation Home property. Service animals are welcome. Failure to comply with this no-animal policy, subject to the exception for service animals, may result in a cleaning fee in an amount equal to the lesser of \$250.00 per bedroom or the maximum amount permitted by applicable law.

No flammable oils, fluids, or other explosives or other articles deemed extra hazardous to life, limb or property are allowed in the Vacation Home. Use of firecrackers and explosion of any fireworks or other explosives anywhere on the Vacation Home property, including within the Vacation Home, is prohibited. No glass, glass bottles, or glass containers are allowed in any bathing pool, jetted tub or spa. Children under the age of ten (10) are not allowed in the jetted tubs or spa.

5. Damages. On the day of departure, the Management Company will conduct a detailed inspection of the Vacation Home. Any loss or damage to the Vacation Home, including without limitation, any loss or damage to any property, fixtures, fittings, furnishings, equipment or any other property located in, on or about the Vacation Home will be charged to the Member. An accounting of the missing or damaged items, and a bill of the costs thereof, will be sent by Marriott Resorts, Travel Company, Inc. d/b/a MVC Exchange Company (“MVEC”) or Management Company to the Member. Late departures will result in an additional charge of \$100.00.

6. Parking. Parking is permitted only in the standard-size garage and/or driveway of the Vacation Home. No commercial vehicles, boats, sailboats or watercraft of any nature, nor any trailers or recreational vehicles are allowed on the Vacation Home property. MVEC and its affiliates are not responsible for the loss of or damage to any vehicles parked on the Vacation Home property.

7. Issues with Vacation Home. If a problem with the Vacation Home occurs, Member shall immediately notify the Management Company to correct the problem via the emergency contact number provided in the check-in packet. Member shall allow the Management Company reasonable time, under the circumstances, to remedy the problem. Vacating the Vacation Home without MVEC’s prior authorization shall not constitute an adequate cause for a refund. Failure to give notice of a complaint when it occurs during the use period and/or failure to remain in contact by telephone while providing Management Company an opportunity to remedy the complaint during the use period may void any potential claim. As with any Vacation Home, repairs may be necessary as things wear down. MVEC is not responsible for unforeseen failures of appliances, loss of A/C, heat or water, etc. that may occur at the Vacation Home, but have engaged Management Company to assist with the resolution (in our best efforts) of such failures.

RELEASE, INDEMNIFICATION AND WAIVER

In connection with my (our) use and occupancy of the Vacation Home reserved through the Marriott Vacation Club Destinations™ Exchange Program (the "Exchange Program"), Member, for himself/herself, his/her personal representatives, guests, children, heirs, and next of kin, agree(s) to the following:

Marriott Resorts, Travel Company, Inc. d/b/a MVC Exchange Company ("MVEC") is an exchange company that affords members of the Exchange Program with the opportunity to utilize the exchange services and related benefits provided by MVEC, including, without limitation the Vacation Home.

MVEC DOES NOT OWN THE VACATION HOME, BUT IS ACTING ONLY AS AN EXCHANGE COMPANY TO FACILITATE THE USE OF THE VACATION HOME BY MEMBER.

MVEC AND ITS AFFILIATES ARE NOT LIABLE FOR: (I) ANY PERSONAL OR BODILY INJURY WHICH OCCURS IN CONNECTION WITH THE VACATION HOME; (II) ANY DAMAGE, LOSS OR THEFT TO PERSONAL PROPERTY LEFT IN THE VACATION HOME; OR (III) ANY DAMAGE, LOSS OR THEFT TO PERSONAL PROPERTY WHICH OCCURS IN CONNECTION WITH THE VACATION HOME. MEMBER AGREES TO INDEMNIFY MVEC AND ITS AFFILIATES, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL ACTUAL LOSS, COST, LIABILITY, AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) RELATING TO THE VACATION HOME, FURNISHINGS, AND/OR HOUSEHOLD ITEMS WHICH RESULT FROM MEMBER'S USE OR OCCUPANCY OF THE VACATION HOME. MEMBER ACKNOWLEDGES THAT USE OF AMENITIES, SUCH AS HOT TUB, POOL, FIREPLACE, GRILL, AND THE LIKE MAY BE POTENTIALLY DANGEROUS AND INVOLVE POTENTIAL RISKS IF IMPROPERLY USED, PARTICULARLY WITH REGARD TO CHILDREN, AND SUCH USE IS AT MEMBER'S OWN RISK.

My signature indicates my full understanding and acceptance of all terms and conditions of my Vacation Home booking as set forth above in this waiver. I understand this waiver may not be modified. I agree that I have been fully informed and advised of all information regarding the Vacation Home and that I will be responsible for, and charged for, all damages incurred during my stay pursuant to the terms of this waiver.

Signature: _____
Member Name: _____
Date: _____

Signature: _____
Member Name: _____
Date: _____

Cell phone to be used as contact during travel: _____
Email: _____