



## Rental Agreement

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is by and between QM Resorts, a Nevada corporation (hereinafter referred to as "QM"), and \_\_\_\_\_ (Hereinafter referred to as "Owner").

- RENTAL:** Owner hereby engages QM to act on its behalf as Owner's exclusive rental agent to rent Owner's week and QM accepts such engagement on the **terms and conditions** set forth herein. QM agrees to use its best effort to rent Owner's week under the terms and conditions of this agreement. Owner hereby submits (1) USE week for rental at a CLUB QM property located in Nevada. Grant of the week by the Owner to the QM rental program shall not be considered a guarantee of rental or generation of any specific sum of money or financial benefit of any type.
- TERM:** The term of this Agreement shall commence on the above date and shall terminate on at the Owner's discretion by providing written notice to QM. Any nights reserved and committed for rental at the time of termination notice shall be rescheduled for an alternative property unit where possible, but if not possible as a result of space requirements must be honored by the Owner and be allowed to be rented as scheduled.
- RATES:** QM shall endeavor to rent the Owner's week at the most favorable rental rate and will publish a rental rate on a seasonal basis which shall be competitive with other comparable interval interest residential units. QM and Owner agree that QM shall have the right to negotiate rental rates in order to facilitate occupancy of Owner's interval. It is understood that because the rental market is competitive, at times it will be necessary to quote group rates and wholesale rates to travel companies and groups in order to obtain the business on the Owner's behalf. Depending upon the season, length of stay and availability, the negotiated rates may be heavily discounted.
- RENTAL FEES:** for its service hereunder, QM shall be entitled to a rental fee in an amount of \$40 per reservation netting total revenue of anything less than \$100.01. Any reservation netting more than \$100.01 shall be assessed \$40 plus an additional ten percent (10%) of Net Rental Income on each \$100 thereafter. *(Example – if net total is <100.01 then QM Rental Fee = \$40 | if net total is >\$100.01 then QM Rental Fee = Net Rental Income x 10% + \$40)*. Net Rental Income shall mean all monies collected by QM for the rental of the Owner's interval less any third party commissions, credit card agency fees, resort fees and any applicable taxes. QM shall deduct its rental fee from the Net Rental Income and pay the balance to the Owner within sixty (60) days. The rental fee to be paid to QM hereunder has been determined on the basis that QM shall not be required to segregate any rental funds or deposits received into a separate trust account. The parties agree that all funds received shall be deposited into QM's regular operating accounts. QM agrees to aggressively promote the Owner's interval week for rental and shall pay all promotional costs out of QM's ten percent (10%) fee.
- AGENCY COMMISSION:** Rentals generated by travel agencies, tour operators, or through other travel industry sources may require payment of a commission to such third party agent. Any such commission payable to a third party shall be paid from the rental revenues received prior to payments or QM's fee. Commissions range from twenty (20%) to twenty-five (25%) percent.
- LIABILITY:** Owner hereby acknowledges that QM shall be arranging accommodations for third party renters primarily by means of contacts by telephone and mail, both directly and through travel agents and agencies, and Owner agrees that all such renters shall be Owner's "Permitted Users" as described in the Declaration of Covenants, Conditions and Restrictions applicable to the interval week. Owner acknowledges that all such renters are not pre-screened by QM beyond standard travel industry practices. Owner hereby releases QM, its partners, Broker, Officers, Agents and employees from any and all liability arising from the rental of the Owner's Interval week. A credit card will be collected from the renter at the time of check-in; any damages that may occur to the room will be the renter's responsibility.
- RENTAL COMMITMENT:** Owner acknowledges and understands that in listing the timeshare noted herein for rent with QM Resorts, Owner is committing **one (1) full week, consisting of 7 nights**, and relinquishing any rights to occupy the week listed for rent. Further, Owner acknowledges and understands that the week listed for rental is entered into QM Resorts rental availability block of units on a nightly basis, (not a weekly basis) by unit type, not building designation, and are controlled by QM Resorts as individual nights listed for rent by the listing owner, rather than weeks. QM Resorts may move all rental nights listed to various rental units or building to accommodate rental reservations in a manner that allows the rental guest to not be required to move rooms during their stay. All such assigning of rental reservations and unit nights listed is done on a first-listed first-rented basis whenever reasonably possible. Owner acknowledges that the QM Rental Program also provides rental services to the Ridge Sierra, the Tahoe Chaparral, the North Lake Lodges and Villa's, Thunderbird Resort Club and the Club QM Property Owner's Associations which may take priority over individual Owner rentals. The nightly activity and rate charged (or not rented) for each owner night listed will be reflected on the owner's rental statement. The nightly availability system is utilized to maximize rental activity and income for the listing owners. In the event that an owner wishes to occupy any un-rented nights, and such request is able to be granted by QM Resorts, at its sole discretion, the unit actually occupied will most likely be different from the unit number originally submitted for rental. Owner assumes the responsibility for contacting QM at any time prior to their week to learn of rental activity. All rental commitments are subject to change prior to occupancy. QM reserves the right to establish seasonal cancellation policies and to alter those policies when appropriate.
- GOVERNING LAW:** This agreement shall be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties have executed this Agreement of the day and year first set forth above.

QM Resorts, a Nevada corporation

Owner Signature \_\_\_\_\_

Owner Signature \_\_\_\_\_

Email: \_\_\_\_\_

**PLEASE SIGN AND RETURN WITHIN 14 DAYS TO:  
QM Resorts, 515 Nichols Boulevard, Sparks, NV 89431  
Phone (775) 355-4040**

Print Name: \_\_\_\_\_

Daytime Phone Number \_\_\_\_\_

## Owner's Acknowledgement of Rental Information

- Rental rates, occupancy, and net revenue to the owner can vary substantially and will not be available for inquiry until after listed week has passed.
- Owner can only list highest tier of current year's week which will be listed for rent and placed into a nightly rental availability block by unit type. Rental guests are not moved from unit to unit during their stay, nights listed by Owners are matched to the rental guests on a first-listed, first-rented basis.
- Rental reservations are accepted for stays of one night or more, QM Resorts offers a standard hotel industry 24 hour cancellation policy. Also, please keep in mind changes can occur daily with your listed week until your week is over.
- The following fees and charges are deducted from the rental revenue prior to disbursement of funds.
  - **Travel Agency Commissions**
  - **Credit Card Agency Fees**
  - **Resort Fee**
  - **Applicable Taxes**
  - **QM Resorts Rental Fee**
- Approximately 60 days after your week is over, you will receive a statement and/or a check from the Accounting Department. You may, at any time prior to the start of your listed week, request (in writing) any nights that have not been committed for rental for your own use. Any nights during your listed week that are not rented will be placed back into your bank for rollover or use time, but cannot be re-rented.

**I have read and understood the above conditions as it pertains to my rental week.**

**Please sign and return this Acknowledgement, along with your signed Rental Agreement and your W9 form.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Email Address\*** \_\_\_\_\_

\*Your Email address is needed as Rental communication is conducted via Email. We will not share your Email Address