

## HOME RESORT RULES AND REGULATIONS

These Home Resort Rules and Regulations (the “**Rules and Regulations**”) have been designed to govern the use and operation of the Home Resort Reservation Component at each Disney Vacation Club Resort as well as provide Club Members with information concerning the use of the Home Resort Reservation Component at each Disney Vacation Club Resort. The DVC Operator (defined below) may amend these Rules and Regulations from time to time, as it determines necessary in its discretion.

### I. DEFINITIONS

1. Annual Dues shall mean that portion of the operating budget for a Club Member’s Home Resort that has been assessed against that individual Club Member’s Ownership Interest together with the Club Member’s proportionate share of the ad valorem taxes for the Ownership Interest.
2. Association shall mean the owners’ association for each DVC Resort.
3. Banking shall mean the act of a Club Member in deferring the use of all or a portion of the Club Member’s Home Resort Vacation Points from the current Use Year into the next succeeding Use Year.
4. Borrowing shall mean the act of a Club Member in using all or a portion of the Club Member’s Home Resort Vacation Points from the next succeeding Use Year for the purpose of making a reservation in the immediately preceding Use Year.
5. Breakage shall mean those Use Days which have not been reserved by Club Members prior to the commencement of the Breakage Period, the use of which may only be reserved by Club Members pursuant to the priorities set forth in these Rules and Regulations.
6. Breakage Period shall mean the sixty (60) day period preceding a given Use Day, including the Holding Period.
7. Club or Disney Vacation Club shall mean the Disney Vacation Club. The Club is not a legal entity or association of any kind, but rather is a service name for the services and benefits appurtenant to and the restrictions imposed upon the use and enjoyment of Ownership Interests. These services presently include, among other things, the operation of a central reservation system consisting of the Home Resort Reservation Component and the DVC Reservation Component.
8. Club Member or Member shall mean the owner of record of an Ownership Interest.
9. DVC Membership Identification shall mean the Disney Vacation Club Membership Card available electronically to each Club Member named on the deed of an Ownership Interest.
10. DVC Operator shall mean the entity responsible for operating the Home Resort Reservation Component for each DVC Resort and shall mean, as applicable, either Disney Vacation Club Management, LLC, a Florida limited liability company, its successors and assigns, formerly known as Disney Vacation Club Management Corp., a Florida corporation, or Disney Vacation Club Hawaii Management Company, LLC, a Florida limited liability company, its successors and assigns.
11. DVC Reservation Component shall mean the exchange component of the Club central reservation system through which Vacation Homes in any DVC Resort may be reserved using DVC Vacation Points.
12. DVC Resort shall mean each Disney Vacation Club Resort, including the Club Member’s Home Resort, in which eligible Club Members are entitled to access and use the DVC Reservation Component and other applicable Club services and benefits.
13. DVC Vacation Points shall mean Vacation Points used by a Club Member to make a reservation through the DVC Reservation Component at a DVC Resort.
14. DVD shall mean Disney Vacation Development, LLC
15. External Exchange Documents shall mean all information provided to Club Members, from time to time, regarding the operation of any External Exchange Program.

16. External Exchange Program shall mean the contractual arrangement between or among DVC Operator, an Association, or individual Club Members and an external exchange company or companies under which Club Members may request and reserve, under certain conditions, the use of accommodations in resorts other than the DVC Resorts.
17. Fixed Ownership Interest shall mean an Ownership Interest with the attendant right to reserve and use a specific Vacation Home type during a specific period of time each Use Year.
18. Guaranteed Reservation shall mean an automatic reservation made on behalf of a Club Member who owns a Fixed Ownership Interest.
19. Guest shall mean a non-Club Member staying with or on behalf of a Club Member at a DVC Resort.
20. Holding Period shall mean the sixty (60) day period preceding a given Use Day.
21. Holding Account Vacation Points shall mean those Home Resort Vacation Points which have reservation rights restricted to the Holding Period because of a late cancellation by a Club Member.
22. Home Resort shall mean any DVC Resort in which a Club Member owns an Ownership Interest, which Ownership Interest is symbolized by Home Resort Vacation Points.
23. Home Resort Priority Period shall mean the period of time at each DVC Resort during which only Club Members having an Ownership Interest at that DVC Resort are entitled to request a reservation for the Vacation Homes at that DVC Resort through that DVC Resort's Home Resort Reservation Component.
24. Home Resort Reservation Component shall mean the component of the Club central reservation system through which Vacation Homes may be reserved using Home Resort Vacation Points pursuant to the priorities, restrictions and limitations established for the Club and each DVC Resort, including those set forth in these Rules and Regulations.
25. Home Resort Vacation Points shall mean Vacation Points symbolizing an Ownership Interest at a Home Resort and which Vacation Points may be used to reserve Vacation Homes at that Home Resort where that Ownership Interest is held.
26. Home Resort Vacation Points Chart shall mean the chart that shows the number of Home Resort Vacation Points required to make a reservation for one of the various Vacation Homes at a given DVC Resort for a given Use Day.
27. Member Services shall mean the division that handles and processes reservation requests and other Club Member services for the Club from time to time.
28. Ownership Interest shall mean a timeshare estate in a DVC Resort, which is a real property interest pursuant to Section 721.05(34), Florida Statutes.
29. Reservation Points shall mean Home Resort Vacation Points used to reserve accommodations at a non-DVC Resort, except accommodations available through the Interval International® External Exchange Program.
30. Rules and Regulations shall mean these Home Resort Rules and Regulations which DVC Operator in its discretion determines are necessary or desirable from time to time in order to implement and enforce the provisions of the Disney Vacation Club Membership Agreement for each DVC Resort.
31. Special Event Right shall mean the right of a Club Member who owns a designated Fixed Ownership Interest to reserve Use Days during which a special event, as designated by DVC Operator in its discretion, occurs in each calendar year.
32. Special Season Preference List shall mean any reservation list established by Member Services from time to time for high demand Use Days at a given DVC Resort created for the purpose of allowing Club Members to have an opportunity to reserve these Use Days.
33. Transfer shall mean the assignment by one Club Member (other than DVD) of the use of the Club Member's Home Resort Vacation Points to another Club Member (other than DVD) during a given Use Year.
35. Use Day shall mean a twenty-four (24) hour period, or such lesser period as may be designated by DVC Operator from time to time, during which a Vacation Home is subject to reservation and use by Club Members.
36. Use Year shall mean the twelve (12) month period beginning on the first day of the month designated for each Ownership Interest. The Use Year shall continue for successive twelve (12) month periods.

37. Vacation Home shall mean and refer to those portions of a DVC Resort designed and intended for separate use and occupancy.
38. Vacation Point shall mean the unit measuring the respective rights of a Club Member to enjoy the benefits of the Ownership Interest within the Club.
39. Wait List shall mean the waiting list for Club Members who wish to make a reservation for Use Days that are currently unavailable for reservation as set forth in these Rules and Regulations.

## **II. USING HOME RESORT VACATION POINTS**

1. Home Resort Vacation Points. When a Club Member purchases an Ownership Interest in a DVC Resort, he or she will receive an annual allotment of Home Resort Vacation Points. To encourage purchase for personal use, Owners, whether in the name of the Owner or those related to or associated with such Owner (e.g., a corporation controlled by such Owner or relative), and other than DVD or any parent, subsidiary or affiliate of DVD, may not aggregate Ownership Interests so as to compile more than 4,000 Home Resort Vacation Points per DVC Resort or an aggregate of 8,000 Home Resort Vacation Points at all DVC Resorts, unless it is approved by DVD in its sole, absolute, and unfettered discretion. Further, use by corporations or other business entities (other than DVD, DVCMC, DVCHMC or BVTC) is strictly limited to recreational use by their directors, officers, principals, or employees.

Some important things to know about Home Resort Vacation Points:

- a. Home Resort Vacation Points represent the interest a Club Member has purchased in a particular DVC Resort. The DVC Resort in which a Club Member purchases an Ownership Interest is that Club Member's "Home Resort." Home Resort Vacation Points are for administrative convenience in the reservation of Vacation Homes and have no value of their own. A Club Member may own an Ownership Interest in more than one DVC Resort. If so, the Club Member must consider each DVC Resort where he or she owns an Ownership Interest to be that Club Member's Home Resort only as to the Ownership Interest that he or she owns at that DVC Resort.
- b. Home Resort Vacation Points provide Club Members access to the Home Resort Reservation Component run by Member Services. The various Vacation Homes have been assigned Home Resort Vacation Point values based on such factors as the type of accommodation, season of the year, and expected demand.
- c. Home Resort Vacation Points are allotted annually on the first day of the first month of the Club Member's Use Year. Use Years are described in more detail in paragraph 4 of this Article II.
- d. Club Members will be allotted the same number of Home Resort Vacation Points every year. Home Resort Vacation Points must either be used for a reservation, Banked, Borrowed, Transferred, or used for an exchange during the Use Year for which they are allotted, or they will expire.
- e. To initiate any transaction involving Home Resort Vacation Points, Club Members must submit a request to Member Services by phone, e-mail, in writing, or via the DVC Website. The appropriate number of Home Resort Vacation Points are debited from the Club Member's account when the reservation is confirmed.

2. DVC Vacation Points. To make a reservation at a DVC Resort other than the Club Member's Home Resort, an eligible Club Member must participate in the DVC Reservation Component by converting all or a portion of the Club Member's Home Resort Vacation Points into DVC Vacation Points. Home Resort Vacation Points may not be converted into DVC Vacation Points except in connection with making a reservation through the DVC Reservation Component. If a Club Member has Ownership Interests in more than one DVC Resort, Home Resort Vacation Points from multiple DVC Resorts may be combined as DVC Vacation Points for reservations made less than seven (7) months in advance. Club Members cannot apply Home Resort Vacation Points from one DVC Resort as DVC Vacation Points to any other DVC Resort during the destination DVC Resort's Home Resort Priority Period. Special rules also apply to *Special Season Preference Lists*.

3. Reservation Points. Reservation Points are Home Resort Vacation Points used to reserve accommodations at non-DVC Resorts, except accommodations available through the Interval International® External Exchange Program. Currently, one (1) Reservation Point is equivalent to one (1) annually allotted Home Resort Vacation Point in the central reservation system. Reservation Points have no other relationship with or comparison to Home Resort Vacation Points, and Reservation Points are established for convenience of reference only. Reservation Points expire at the end of the Use Year in which they are allotted. Reservation Points cannot be Banked, Borrowed, Transferred, or used to reserve accommodations through

the Interval International® External Exchange Program, nor to reserve Vacation Homes at DVC Resorts. Reservation Points cannot be returned to a Club Member as Home Resort Vacation Points.

4. Use Years. A Use Year is a twelve (12) month period beginning on the first day of a month. A Club Member's Use Year may be printed on the purchase agreement or deed or is available by contacting Member Services. Subject to the limited exceptions set forth in paragraph 5 of this Article II, at any given time, there are two (2) active Use Years—the current Use Year and the successive or next Use Year. Club Members may make reservations, Bank, Borrow, Transfer, or exchange Home Resort Vacation Points allotted during the two (2) active Use Years only. (Banking, Borrowing, and Transferring are described in paragraphs 5 and 6 of this Article II. Exchanges are described in Article V).

5. Banking and Borrowing Home Resort Vacation Points. Club Members may expand their vacation options by "Borrowing" Home Resort Vacation Points from the next succeeding Use Year to secure a reservation in the immediately preceding Use Year. Club Members may increase their future vacation options or save unused Home Resort Vacation Points by "Banking" Vacation Points from the current Use Year into the next Use Year. Home Resort Vacation Points may be Banked or Borrowed within the same Home Resort only. Banking and Borrowing procedures are as follows:

- a. Banking Home Resort Vacation Points. Any time during the first eight (8) calendar months of a Club Member's Use Year, a Club Member may Bank up to one hundred percent (100%) of their annual allotment of Home Resort Vacation Points to the next Use Year. After the first eight (8) calendar months of a Club Member's Use Year, Members cannot Bank any portion of their annual allotment of Home Resort Vacation Points for that Use Year. In order for Banked Home Resort Vacation Points to be used for a reservation, the Home Resort Vacation Points must be Banked before the reservation is made. Once Banked, Home Resort Vacation Points cannot be Banked again into another Use Year. Also, Banked Home Resort Vacation Points cannot be returned to their original Use Year and will expire if not used. From time to time, the DVC Operator, in its discretion, may provide for extended Banking rights to Club Members during their first Use Year.
- b. Borrowing Home Resort Vacation Points. A Club Member may Borrow under the following rules:
  - 1) Club Members may Borrow up to one hundred percent (100%) of their allotted Home Resort Vacation Points from their next succeeding Use Year to secure a reservation in the immediately preceding Use Year.
  - 2) Once Borrowed, Home Resort Vacation Points cannot be returned to their original Use Year and will expire if not used by the end of the Use Year into which they were Borrowed. However, if a Club Member purchases an additional Ownership Interest after Borrowing Home Resort Vacation Points, that Club Member may substitute newly allocated Home Resort Vacation Points of a current Use Year for the Borrowed Home Resort Vacation Points that were used toward a future reservation, and the Borrowed Home Resort Vacation Points will be returned to their original Use Year.
  - 3) Club Members may only Borrow Home Resort Vacation Points when they are ready to make a reservation and only if additional Home Resort Vacation Points are needed. Member Services will first use Home Resort Vacation Points available in the current Use Year before Borrowing Home Resort Vacation Points from the next succeeding Use Year when making a reservation.
- c. Banking and Borrowing Limitations.
  - 1) To be eligible to participate in Banking and Borrowing, Club Members must be current on their Annual Dues, other sums due an Association, monthly loan payments (if applicable), and any other outstanding balances, including fees associated with any exchange programs, miscellaneous services booked by Member Services in connection with Club Member reservations, and any incidental charges or balances due in relation to stays reserved through the Club's central reservation system.
  - 2) The total number of Home Resort Vacation Points combined from Home Resort Vacation Points that are allotted, Banked, and Borrowed may not exceed three-hundred percent (300%) of the Club Member's Home Resort Vacation Point allotment for the current Use Year.
  - 3) Banking or Borrowing may be suspended or limited by DVC Operator from time to time, in its discretion, in order to maintain a proper balance of reservations and Home Resort Vacation Points in the Club's central reservation system.

- d. Canceling Reservations Made With Banked or Borrowed Home Resort Vacation Points.
- 1) If a Club Member cancels a confirmed reservation that was made using Banked or Borrowed Home Resort Vacation Points, the Banked or Borrowed Home Resort Vacation Points will not be returned to their original Use Year.
  - 2) If the reservation is canceled more than thirty (30) days before the arrival date, then those Banked or Borrowed Home Resort Vacation Points remain available for another reservation during the same Use Year into which the Vacation Points were Banked or Borrowed.
  - 3) If the reservation is canceled thirty (30) or fewer days before the arrival date, then those Banked or Borrowed Home Resort Vacation Points are placed in the Holding Account. Holding Account Vacation Points may be used for another reservation during the same Use Year into which the Vacation Points were Banked or Borrowed subject to the rules of the Holding Account (see Article III, paragraph 13 - "Holding Account Vacation Points").
  - 4) All Vacation Points applied to a reservation are considered used starting on the reservation arrival date. If a reservation is canceled on the date of arrival, the Vacation Points will not be refunded.
- e. No Retrieval of Banked or Borrowed Home Resort Vacation Points. Once Home Resort Vacation Points have been Banked or Borrowed, they may not be returned to their original Use Year except as noted in section 5.b.2) of this Article.

6. Transferring Home Resort Vacation Points Between Club Members. Transfers allow a Club Member to assign all or a portion of the Club Member's Home Resort Vacation Points to another Club Member. Transfers are subject to the following restrictions:

- a. Transferred Home Resort Vacation Points associated with any Ownership Interest owned by a Club Member who did not purchase such Ownership Interest directly from DVD may not be used for any Club Member benefit program that does not transfer with the acquisition of the Ownership Interest (including the benefit programs currently known as the Membership Extras).
- b. In order to give or receive a Transfer, both the Club Member Transferring the Home Resort Vacation Points and the Club Member receiving the Transferred Home Resort Vacation Points must be owners of their respective Ownership Interests (*i.e.*, not be pending purchasers) and be current on their Annual Dues, other sums due an Association, monthly loan payments (if applicable), and any other outstanding balances, including fees associated with any exchange programs, miscellaneous services booked by Member Services in connection with Club Member reservations, and any incidental charges or balances due in relation to stays reserved through the Club's central reservation system.
- c. All Transferred Home Resort Vacation Points retain the Use Year of the Transferring Club Member's Ownership Interest and expire at the end of the Use Year of the Transferring Club Member's Ownership Interest, unless they are Banked.
- d. Once Banked, Transferred Home Resort Vacation Points will expire at the end of the next Use Year of the Transferring Club Member's Ownership Interest, unless they are used. In addition, Transferred Home Resort Vacation Points cannot be un-Banked or returned to their original Use Year.
- e. The Club Member who is Transferring the Home Resort Vacation Points to another Club Member is still responsible for the Annual Dues payment on those Transferred Home Resort Vacation Points.
- f. Banked or Borrowed Home Resort Vacation Points may not be Transferred.
- g. Transferred Home Resort Vacation Points may not be Borrowed or returned to the Transferring Club Member.
- h. If a Transfer occurs between Club Members from different Home Resorts, the Transferred Home Resort Vacation Points retain all the reservation rights of the Transferring Member.
  - 1) The recipient of the Transferred Home Resort Vacation Points may use them to make a reservation at the Transferring Member's Home Resort during the Home Resort Priority Period or at other qualified DVC Resorts after the Home Resort Priority Period and any other applicable priority periods.

- 2) The recipient of the Transferred Home Resort Vacation Points may not use the Transferring Member's Home Resort Vacation Points at the recipient Member's Home Resort until the end of the Home Resort Priority Period and any other applicable priority periods.
  - i. Transfer requests may be made by phone and must be confirmed in writing, by mail, fax, or e-mail to Member Services. DVC Operator and Member Services will not assist Members in finding another Member for a Transfer activity.
  - j. Club Members are expressly prohibited from receiving compensation for engaging in any Transfer activity.
  - k. During a given Use Year, only one (1) Transfer per Club Member or Club membership, either as Transferee or Transferor, will be permitted.
  - l. DVC Operator may prohibit a Transfer, not permit a reservation to be made (or cancel a reservation already made) with Transferred Home Resort Vacation Points, or suspend or terminate a Club Member's right to Transfer if DVC Operator determines, in its discretion, that the Transfer activity is for commercial purposes.
7. Increasing Annual Home Resort Vacation Point Allotment with Additional Ownership Interests. Club Members may permanently increase their annual allotment of Home Resort Vacation Points by purchasing an Additional Ownership Interest, or "Add-On."
  - a. Additional Ownership Interests may have the same Use Year as previously purchased Ownership Interests.
  - b. Certain minimum purchases of Additional Ownership Interests will be established, but may change from time-to-time. Club Members will be notified of the current minimum purchase requirements at the time that they request to purchase an Add-On.
  - c. For sales made by DVD, in the year that the Club Member obtains ownership of the Additional Ownership Interest, Annual Dues on Additional Ownership Interests may be calculated by prorating the Annual Dues from the date of the purchase agreement, the first day of the Club Member's Use Year, the date on which the Club Member's Additional Ownership Interest is available for occupancy by Club Members to the end of the calendar year, or any other method of proration as determined by DVD in its sole, absolute, and unfettered discretion.
8. Completion of Construction. With respect to any Ownership Interest which has been deeded prior to the completion of construction, a Club Member may only use Vacation Points associated with the Ownership Interest to make reservations for an occupancy date that will occur after the completion of construction.

### **III. VACATION POINT RESERVATIONS**

1. Member Services. Club Member reservations for DVC Resorts are taken by Member Services. Current operating hours are Monday through Friday, 9:00 a.m. to 9:00 p.m. and Saturday and Sunday, 9:00 a.m. to 7:00 p.m. (Eastern Prevailing Time). Member Services is closed on holidays and hours are subject to change. In addition, online reservation booking and international toll-free contact numbers for reservations are available via the DVC Website. Online reservation booking is currently only available for Vacation Point reservations at DVC Resorts.
  - a. Member Services Reservation Lines. To speak with a Member Services Vacation Advisor by phone, Club Members may call the following numbers:
 

1-800-800-9800	United States, Puerto Rico, Virgin Islands, and most of Canada
1-407-566-3800	All Other Countries
  - b. Fax Line and E-mail Address. For Club Members who do not find it convenient to call during normal operating hours, Member Services will accept reservation requests and most other reservation-related correspondence via fax or e-mail from all countries:
 

Fax Number:	1-407-938-4151
E-mail Address:	members@disneyvacationclub.com
  - c. Communications for the Hearing Impaired. Hearing-impaired Club Members may contact Member Services via Live Chat on the DVC website during normal Member Services operating hours.

## 2. Types of Club Members and Who Can Make a Reservation.

- a. A “Purchaser” is any person who is named on the deed conveying the Ownership Interest. Purchasers are also referred to as “Club Members.” The Primary Purchaser is the first person named on the deed. All financial information pertaining to the Club membership, including Annual Dues statements and Form 1098 (reporting mortgage interest), will be mailed to the Primary Purchaser. To designate a different Primary Purchaser, a request must be submitted to Membership Administration and must be signed by all Purchasers. All Purchasers have equal ownership rights to make reservations, and all Purchasers have access to DVC Membership Identification in the form of a digital Membership card based on their purchase.
- b. An “Associate” is a person named by the Purchaser or Purchasers who is only authorized to Bank, Borrow, and make reservations using the Club Member’s Home Resort Vacation Points. Associates do not receive DVC Membership Identifications and are not entitled to the benefits and privileges that are available to a Club Member. In addition, Associates may only access financial information related to Annual Dues or mortgage loans, if any, pertaining to the Club membership, if named by the Purchaser or Purchasers in a written request to the DVC Operator.
- c. Associates are subject to all the rules and regulations to which Club Members are subject, including the prohibition of the use of Vacation Homes for commercial purposes. Associates are also subject to the following:
  - 1) Associates must be eighteen (18) years of age or older to be added as an Associate on a Club Member’s account.
  - 2) Associates may only be Associates for a maximum of four (4) Club memberships in DVC’s discretion.
  - 3) The addition of an Associate to a Club Member’s account is subject to the approval of the DVC Operator in its discretion.
  - 4) An Associate can be removed from a Club Member’s account by DVC Operator in its discretion.
- d. A “Corporate Member” is a corporation, limited liability company, partnership, or other entity that purchases an Ownership Interest and is named on the deed.
- e. An “Officer” is a person who has been authorized to execute the purchase documentation on behalf of a Corporate Member. An Officer is entitled to all benefits and privileges that are available to a Club Member and will receive DVC Membership Identification. Officers may also access Annual Dues or mortgage loan information and make payments on behalf of the Corporate Member. The designation of an officer for a Club Member’s account is subject to the approval of the DVC Operator in its discretion.
- f. An “Affiliate” is a person named by the Officer who is authorized to make reservations using the Corporate Member’s Home Resort Vacation Points. An Affiliate must be an officer of the Corporate Member that owns the Ownership Interest. Affiliates are entitled to receive the benefits and privileges of a Member and are issued DVC Membership Identification. However, Affiliates may not access financial information related to the Annual Dues and or mortgage loan pertaining to the Corporate Member’s Club membership. The designation of an affiliate to a Club Member’s account is subject to the approval of the DVC Operator in its discretion.
- g. Either a Purchaser or an Associate may call Member Services to request a reservation or make a reservation online via the DVC Website.
- h. Guests are not authorized to use a Club Member’s Vacation Points to make their own reservations. Club Members may make a reservation on behalf of a Guest.
- i. The “Principal Contact” is the individual who will act on behalf of all Purchasers in case there is any disagreement among multiple Purchasers regarding the use of an Ownership Interest. The Principal Contact may be someone other than a Purchaser or Associate. A Principal Contact is not entitled to the benefits or privileges of Club membership unless he or she is also a Purchaser or Associate. To designate a new Principal Contact, a request must be submitted in writing to Membership Administration. The request must be signed by the current Principal Contact and all Purchasers. The designation of a Principal Contact for a Club Member’s account is subject to the approval of the DVC Operator in its discretion.

If DVC Operator, in its discretion, perceives a disagreement between or among multiple Purchasers regarding the use of a jointly-owned Ownership Interest, DVC Operator will contact the Principal Contact for final confirmation or cancellation of the reservation in question. In all disputes between or among Purchasers of a jointly-owned Ownership Interest, the Principal Contact's decision is final and will be binding upon all Purchasers and will be upheld by DVC Operator unless DVC Operator is required to comply with a binding court order or other binding legal process to the contrary. DVC Operator assumes no responsibility for the use or non-use of the Ownership Interest in the event of a dispute or disagreement between or among Purchasers or others.

3. Home Resort Vacation Points Charts. A Home Resort Vacation Points Chart lists the number of Home Resort Vacation Points required to make a reservation for one of the various Vacation Homes at a given DVC Resort for a given Use Day. The determination of the required number of Home Resort Vacation Points is based on the size of the Vacation Home and expected seasonal demand for Vacation Homes at that DVC Resort. Home Resort Vacation Points Charts for the various DVC Resorts will be updated from time to time.

4. Minimum Stay. The current minimum stay at any DVC Resort is one (1) Use Day. However, DVC Operator may require, from time to time, that a minimum number of consecutive Use Days for a particular season or special season be reserved. The number of consecutive Use Days required to be reserved shall in no event exceed five (5) Use Days. The minimum stay requirement may vary from DVC Resort to DVC Resort.

5. First Come, First Served Reservations. Reservation requests for DVC Resorts are taken on a first come, first served basis. All Vacation Homes are reserved on a space-available basis. To request a reservation at their Home Resort, Club Members may call Member Services or make a reservation online via the DVC Website no earlier than eleven (11) months prior to the desired check in day for a reservation of up to seven (7) consecutive days after the desired check in day.

6. Home Resort Priorities and Reservations at Other DVC Resorts.

a. Home Resort Priority Period.

- 1) From eleven (11) months through and including eight (8) months in advance of their desired check in day for a reservation of up to seven (7) consecutive days after the desired check in day, Club Members have priority access to make reservations at their Home Resort. During the Home Resort Priority Period, only Club Members who have Ownership Interests in the Home Resort and who are using Home Resort Vacation Points will be able to request reservations at their Home Resort.
- 2) Members who wish to reserve Vacation Homes at a DVC Resort that is not their Home Resort may begin requesting reservations seven (7) months in advance of their desired check in day for a reservation of up to seven (7) consecutive days after the desired check in day. During this period, all Club Members will be able to request reservations at all DVC Resorts.
- 3) DVC Operator may increase or decrease the length of the Home Resort Priority Period; however, the Home Resort Priority Period will be at least one (1) month except as defined in section 6.a.4).
- 4) During the initial year of opening of each new DVC Resort, DVC Operator may modify these reservation windows for the new DVC Resort to give greater priority (the "Opening Priority Period") for reservations for, and access to, Vacation Homes at such new DVC Resort to Members with Home Resort Priority at that new DVC Resort. The Opening Priority Period may vary for each new DVC Resort. DVC Operator, in its discretion, will determine how long the Opening Priority Period will be for Members with Home Resort Priority as well as for Members who own at other DVC Resorts.

b. Club Members with Ownership Interests at Multiple DVC Resorts.

- 1) If a Club Member has Ownership Interests in more than one DVC Resort, Home Resort Vacation Points from multiple DVC Resorts may be combined as DVC Vacation Points for reservations made seven (7) months or less in advance of your check in date.
- 2) If a Club Member requests a Home Resort reservation during the Home Resort Priority Period and the reservation requires more Home Resort Vacation Points than the Club Member has available in that particular Home Resort, he or she may Borrow Home Resort Vacation Points from that particular Home Resort's next Use Year, subject to all Borrowing rules. Or, at the end of that particular DVC Resort's Home Priority Period,



Club Members may use their Home Resort Vacation Points from other DVC Resorts as DVC Vacation Points to complete the reservation.

- 3) Club Members cannot apply Home Resort Vacation Points from one DVC Resort as DVC Vacation Points to any other DVC Resort during the destination DVC Resort's Home Priority Period.

7. Other Priority Periods. Other priority periods may be established from time to time, such as a continental priority period if any DVC Resorts located outside of North America are associated as DVC Resorts.

8. Wait List. If a Club Member requests specific dates that are unavailable in a DVC Resort, then he or she may request to be placed on a Wait List. Wait Lists are administered under the following rules:

- a. Member Services will maintain a Wait List for each DVC Resort. To add their name to a Wait List, Club Members must call, e-mail, submit a request via the DVC Website, or write Member Services with their requests.
- b. Club Members may maintain up to only two (2) active Wait List requests per Club membership, per Use Year. If there are two (2) active Wait List requests in the same Use Year for a particular Club membership and the Member would like to be added to another Wait List, one of the existing requests must be cancelled before a new request can be created. Each request, however, will be handled separately, and Club Members will receive no special priority by having one or more requests on any Wait List.
- c. All requests must represent the entire length of time desired in the requested Vacation Home type. Wait List requests must be for consecutive days of a stay and may not be submitted as multiple or "night-by-night" requests.
- d. Member Services will research requests until thirty (30) days before the requested reservation is to begin. A Club Member must call, e-mail, update their request via the DVC Website, or write Member Services if he or she would like Member Services to continue searching for a reservation from thirty (30) to seven (7) days before the requested arrival date. All requests that cannot be fulfilled will be removed from the Wait List.
- e. Club Members requesting reservations at DVC Resorts other than their own Home Resort will not be placed on the Wait List during that DVC Resort's Home Resort Priority Period or, if applicable, any other priority period.
- f. The Wait List does not supersede any applicable *Special Season* Preference Lists.
- g. Member Services, in its discretion, in order to increase the efficiency of the Wait List process, will provide automatic confirmations of matching availability for requests received. In other words, if a Wait List request is matched by Member Services, then Member Services will confirm a reservation for the request and conflicting reservation(s) will be cancelled. Member Services will not be obligated to contact the Club Member in advance of confirming the Wait List request and cancelling the conflicting reservation(s). Such automatic confirmations will be issued according to these Rules and Regulations; provided, however, that Club Members shall be advised, in advance of making a Wait List request(s), of any additional rules relevant to automatic confirmations.
- h. Member Services, in its discretion, may: (i) amend or eliminate any Wait List at any time; (ii) limit the number of Club Members on any Wait List at any time; and (iii) limit or deny Club Member requests to join any Wait List, if DVC Operator, in its reasonable business judgment, determines that such limitation would be for the principal purpose of improving upon the quality and operation of the Wait List and furthering the collective enjoyment of the use of the Club by Club Members taken as a whole.
- i. Member Services, in its discretion may, from time to time, offer Club Members Wait List opportunities that can alter or amend their Wait List options. Such opportunities will be made available according to rules established by Member Services, and are not transferable or assignable. Club Members are not obligated to accept such opportunities.

9. Breakage Period Priorities. The "Breakage Period" is the period sixty (60) days before a given Use Day. During this period, Club Members may contact Member Services to reserve Vacation Homes or book online via the DVC website, subject to availability. If a reservation request is not received by Member Services by the beginning of the Breakage Period, Member Services' ability to confirm the reservation request will be limited by and subject to the following:

- a. Any reservations made by DVC Operator for Vacation Home maintenance.

- b. Any reservation requests contained in the Wait List.
- c. Any rental reservations made by third parties prior to Member Services' receipt of a reservation request.
- d. Any other reservation and use determined by DVC Operator in its discretion

Club Members are encouraged to submit reservation requests as far in advance as possible to obtain the best choice of Vacation Homes and dates.

10. Special Season Preference Lists. Because of high demand for certain DVC Resorts or during certain periods, DVC Operator may, but is not obligated to, establish *Special Season Preference Lists* at any one or all DVC Resorts. The purpose of the lists is to provide all Club Members with opportunities to make reservations at high-demand DVC Resorts or during specific high-demand periods. Club Members will receive adequate notice of the establishment of any *Special Season Preference Lists*. All reservation requests that include a day covered by a *Special Season Preference List* are subject to the following rules:

- a. Club Members are added to a *Special Season Preference List* on a first come, first served basis by calling Member Services. If more than one *Special Season Preference List* is established, either at a single DVC Resort or at multiple DVC Resorts, then Club Members may sign up for each list separately. However, an Ownership Interest may only be represented once per *Special Season Preference List*. Each *Special Season Preference List* is administered independently of any other *Special Season Preference List*.
- b. DVC Operator may institute minimum stay requirements for any *Special Season Preference List*. Reservation requests that include a Use Day covered by a *Special Season Preference List* are subject to such minimum stay requirements.
- c. DVC Operator may impose limitations on the number of reservations allowed per Club membership. Reservation requests that include a Use Day covered by a *Special Season Preference List* are subject to such limitations on the number of reservations per Club membership.
- d. Member Services may begin contacting Club Members on the *Special Season Preference List* up to fifteen (15) months before the designated special season. Club Members will be contacted in the order that their *Special Season Preference List* request was received by Member Services.
- e. If a Club Member accepts a reservation offered by Member Services from the *Special Season Preference List*, the Club Member will be removed from that DVC Resort's *Special Season Preference List* after receiving a confirmed reservation. Club Members will also be removed from the *Special Season Preference List* if they confirm a special season reservation received through a cancellation. If a Club Member declines a reservation offered by Member Services from the *Special Season Preference List* the first time it is offered, the Club Member's name will remain on the *Special Season Preference List* for one (1) additional year (if applicable).
- f. The second time a Club Member declines a reservation offered by Member Services from the *Special Season Preference List*, the Club Member's name will be removed from that DVC Resort's *Special Season Preference List*. Club Members who wish to remain on the same *Special Season Preference List* must submit a new request to Member Services. Member Services will add their request to the bottom of that DVC Resort's *Special Season Preference List*.
- g. If a Club Member cancels a confirmed reservation made through a *Special Season Preference List*, the Club Member's name will not be returned to that same list. Club Members who wish to remain on the same *Special Season Preference List* must submit a new request to Member Services. Member Services will add the Club Member's request to the bottom of a *Special Season Preference List*.
- h. *Special Season Preference Lists* are not subject to the four (4) month Home Resort Priority Period. *Special Season Preference Lists* are subject to a one (1) month Home Resort Priority Period. Therefore, during the thirteenth (13<sup>th</sup>) month in advance of their desired check in day, Club Members have exclusive access to reservation requests for *Special Season Preference Lists* at their Home Resort. Only Club Members who have Ownership Interests in the Home Resort and who are using Home Resort Vacation Points will be able to request reservations at their Home Resort for reservations that are the subject of a *Special Season Preference Lists*. Club Members who are using DVC Vacation Points to request reservations at a DVC Resort that is not their Home Resort and that are the subject of a *Special Season Preference Lists* may begin requesting reservations twelve (12) months in advance of their

desired check in day. All other Home Resort Priority Period rules apply to reservations made off of a *Special Season Preference Lists*.

- i. Member Services, in its discretion may institute a lottery system for selecting Club Members from a *Special Season Preference List* to receive a confirmed reservation and impose other limitations and restrictions as it deems appropriate.

11. Confirmations and Vacation Home Preferences.

- a. While written reservation confirmations are normally mailed or sent via email to the Primary Purchaser by Member Services, any Club Member may request to receive the reservation confirmation instead of the Primary Purchaser. In addition, a Club Member may request the reservation confirmation be mailed to a Guest that is not a Club Member.
- b. The confirmation specifies the particular Vacation Home type as well as arrival and departure times, check in and check out times, and other reservation information. Special room requests, such as ground level Vacation Homes, specific buildings or views, may be noted as a preference in the reservation record but cannot be guaranteed.
- c. Specific Vacation Homes are not assigned at the time of reservation. The DVC Resort front desk will assign a specific Vacation Home on or near the day of check in.
- d. Member Services should be notified if any Club Members or Guests have medical conditions that require the use of specially equipped Vacation Homes.

12. Cancellations and Changes to Confirmed Reservations. If a Club Member cancels a confirmed reservation more than thirty (30) days before arrival, the Vacation Points used to make that reservation will be fully restored to the Club Member. If a reservation is changed more than thirty (30) days before arrival and the revised reservation uses fewer Vacation Points than the original reservation, the remaining Vacation Points will also be fully restored to the Club Member. The restored Vacation Points may be used according to the standard rules during the remainder of that Use Year, subject to availability.

If a Club Member cancels a confirmed reservation thirty (30) or fewer days before arrival, the Vacation Points used to make that reservation are placed in a Holding Account. If a reservation is changed thirty (30) or fewer days before arrival and the revised reservation uses fewer Vacation Points than the original reservation, the remaining Vacation Points are placed in a Holding Account. Holding Account Vacation Points are described in more detail in paragraph 13 of this Article III.

All of the Vacation Points applied to a reservation are considered used starting on the reservation arrival date. If a Club Member cancels a confirmed reservation on the date of arrival, the Club Member is not entitled to a refund of the Vacation Points or any portion thereof.

13. Holding Account Vacation Points. If a confirmed reservation is canceled thirty (30) days or less before the arrival date, Vacation Points used to make that reservation are placed into a Holding Account. "Holding Account Vacation Points" are subject to the following restrictions:

- a. Holding Account Vacation Points can only be used to book reservations within sixty (60) days of check in.
- b. Holding Account Vacation Points must be used for reservations during their Use Year. Any Holding Account Vacation Points remaining in the Holding Account at the end of the Use Year will expire.
- c. Holding Account Vacation Points cannot be Banked.
- d. Holding Account Vacation Points used to reserve and stay during the last sixty (60) days of a Use Year may be used for reservations at any DVC Resort, subject to availability.

14. Check In and Check Out Times. Check in time for all DVC Resorts is after 4:00 p.m. Check out time for all DVC Resorts is by 11:00 a.m. The front desk must be notified and approve any exceptions to these times. The DVC Operator shall have the right to change check in and check out times in its discretion.

15. Late Arrivals and No-Shows. If Club Members or their Guests are unable to check in on their arrival day, they must, prior to their arrival day, notify Member Services or the destination DVC Resort's front desk of their revised arrival time. Club Members do not receive an extension of their reservation or a partial refund of Vacation Points due to late arrivals or check ins or failure to cancel prior to the arrival date. If the Club Member or their Guests do not check in and fail to notify Member

Services or the DVC Resort of their revised plans, Club Members will lose all of the Vacation Points used to make that reservation and are not entitled to any refund.

16. Early Check outs. All of the Vacation Points applied to a reservation are considered used starting on the reservation arrival date. Club Members receive no credit for unused Use Days and are not entitled to a partial refund of Vacation Points if the Club Member or their Guest checks out before the scheduled departure date.

#### **IV. GUARANTEED RESERVATIONS (FIXED OWNERSHIP INTERESTS ONLY)**

1. For each Club Member who owns a Fixed Ownership Interest, Member Services will automatically book that Club Member's Guaranteed Reservation every year prior to the beginning of the applicable Home Resort Priority Period. All Home Resort Vacation Points associated with a Fixed Ownership Interest shall be used to make the Guaranteed Reservation. As a result of any reallocation as reflected in the Home Resort Vacation Points Chart, the number of Vacation Points that are necessary for a Club Member who does not have a Fixed Ownership Interest to reserve a Vacation Home of the Vacation Home Type during the Guaranteed Reservation may increase or decrease from year to year. Regardless of any such changes from year to year and any difference between the Home Resort Vacation Points Chart for the Guaranteed Reservation and the Vacation Home Type and the number of Vacation Points the Fixed Ownership Interest Club Member owns, the Fixed Ownership Interest Club Member will be entitled to the Guaranteed Reservation, even if the number of Vacation Points required to make that specific reservation as reflected on the Home Resort Vacation Points Chart is more than the number of Vacation Points set forth on the Fixed Ownership Interest Club Member's purchase agreement and deed.

2. In addition, if a Club Member's Fixed Ownership Interest includes a Special Event Right, so long as the special event dates occur, Member Services will automatically book that Club Member's Guaranteed Reservation to include the special event. If the special event date changes, Member Services will attempt to book that Club Member's Guaranteed Reservation to correspond with the special event date change, based on availability, unless advised otherwise by the Club Member. **Notwithstanding the ownership of a Special Event Right, Club Members are not guaranteed that any special event will be held in any calendar year. Club Members should not purchase a Fixed Ownership Interest with a Special Event Right in reliance on the continued occurrence of the special event.**

3. For all Guaranteed Reservations, check in is on Sunday after 4:00 p.m. and check out is on the following Sunday by 11:00 a.m., except if the Guaranteed Reservation is modified as allowed in paragraph 5 and 7 of this Article IV, then the check in and check out date may be different however, the check in and check out times remain the same. The DVC Operator shall have the right to change check in and check out times in its discretion.

4. Once the Guaranteed Reservation is booked for a Club Member, no changes may be made to the Guaranteed Reservation except for changes as to party mix and guest names. However, Guaranteed Reservations for a special event reserved with a Special Event Right allow for some modifications.

5. If the Club Member's Guaranteed Reservation includes a special event reserved with a Special Event Right, the Club Member may modify the check in and check out date by removing dates within the Guaranteed Reservation. Guaranteed Reservations have a standard check in day of Sunday and a check out day of Sunday. However, the Guaranteed Reservation may be modified to change the check in day from Sunday to another day following the same week (the check in day cannot be moved to days of the previous week). For example, the Club Member may modify the check in day from Sunday to Wednesday by removing the first three days of the Guaranteed Reservation.

6. If a modification is made to the Guaranteed Reservation that includes a special event reserved with a Special Event Right to remove days, the difference in the number of Vacation Points needed for the Guaranteed Reservation, as required by the Home Resort Vacation Points Chart, less any Vacation Points that may have been provided for the Guaranteed Reservation in that particular year resulting from reallocation (described in paragraph 1 of this Article IV), if applicable, will be returned to the Club Member as Home Resort Vacation Points. For example, if the Club Member's Fixed Ownership Interest is equal to one hundred forty (140) Vacation Points as indicated on the purchase agreement and deed and the modified reservation requires one hundred and ten (110) Vacation Points, thirty (30) Vacation Points will be returned to the Club Member as Home Resort Vacation Points. The Club Member may use these Home Resort Vacation Points to make reservations in accordance with these Rules and Regulations, subject to availability.

7. The Club Member may also modify the Guaranteed Reservation that includes a special event reserved with a Special Event Right, by removing days within the Guaranteed Reservation (as described in paragraph 5 of this Article IV) and then adding consecutive days to the week following the original Guaranteed Reservation dates. Guaranteed

Reservations have a standard check in day of Sunday and a check out day of Sunday. For example, the Guaranteed Reservation may be modified to change the check in day from Sunday to Wednesday, and the check out day from the following Sunday to the following Wednesday, by adding consecutive days only to the week following the original Guaranteed Reservations dates.

8. If a Club Member chooses to modify the Guaranteed Reservation by adding dates to the week following the original Guaranteed Reservation dates, the Club Member will be required to utilize the Vacation Points associated with the Fixed Ownership Interest as set forth on the Club Member's purchase agreement and deed and the DVC Operator will not provide any additional Vacation Points for the additional reservation dates in the following week if those reservation dates require additional Vacation Points. For example, if the Club Member's Fixed Ownership Interest is equal to one hundred and forty (140) Vacation Points as indicated on the purchase agreement and deed and the modified reservation requires one hundred and sixty (160) Vacation Points, the Club Member will be required to provide the additional twenty (20) Vacation Points required for the reservation.

9. For all modifications as outlined in paragraphs 5 through 8 of this Article IV, all requested modifications need to occur every year prior to the applicable Home Resort Priority Period, otherwise requested changes will be subject to the Home Resort Priority Period and subject to availability.

10. In a Use Year that a Club Member uses the Guaranteed Reservation, all of the Home Resort Vacation Points associated with that Fixed Ownership Interest for that Use Year will be applied towards the Guaranteed Reservation, regardless of how many Home Resort Vacation Points would otherwise be necessary to make that specific reservation if the Club Member did not have a Fixed Ownership Interest. **When a Club Member uses the Guaranteed Reservation, the Club Member has no more Vacation Points available for use that Use Year, even if the number of Vacation Points required to make that specific reservation as reflected on the Home Resort Vacation Points Chart is less than the number of Vacation Points associated with the Fixed Ownership Interest (except as defined in paragraph 6 of this Article IV).**

11. In any given Use Year, a Club Member may elect to opt out of the Guaranteed Reservation by calling and advising Member Services that the Club Member is opting out of the Club Member's Guaranteed Reservation for that Use Year. If the Club Member opts out of the Club Member's Guaranteed Reservation, the Club Member may use the Home Resort Vacation Points associated with the Fixed Ownership Interest to make a reservation in accordance with these Rules and Regulations, subject to availability. A Club Member's election to opt out of the Club Member's Guaranteed Reservation must be made more than thirty (30) days prior to the Guaranteed Reservation arrival date.

12. Home Resort Vacation Points related to a Fixed Ownership Interest may not be Banked, Borrowed, or Transferred unless the Club Member has opted-out of or cancelled the Club Member's Guaranteed Reservation for the Use Year during which the Club Member intends to use the Home Resort Vacation Points for such other purposes. If, in any Use Year, a Club Member wants to Bank Home Resort Vacation Points into the following year, the Club Member must first opt out of the Guaranteed Reservation for the current Use Year. If, in any Use Year, the Club Member wants to Borrow Home Resort Vacation Points from the following year, the Club Member must first opt out of the Guaranteed Reservation for the following Use Year. If, in any Use Year, the Club Member wants to Transfer Home Resort Vacation Points, the Club Member must first opt out of the Guaranteed Reservation for the applicable Use Year.

13. Once a Club Member opts out of a Guaranteed Reservation, the opt out is final, and a Club Member cannot change the opt out decision and re-instate the Guaranteed Reservation for that Use Year.

14. If Club Members or their Guests are unable to check in on their Guaranteed Reservation arrival day, they must, prior to the arrival day, notify Member Services or the DVC Resort's front desk of their revised arrival day. Club Members do not receive an extension of their reservation or a partial refund of Home Resort Vacation Points due to late arrivals or check ins or failure to cancel prior to the arrival date. If a Club Member or their Guest does not check in and fails to notify Member Services or the DVC Resort of their revised plans, the Club Member will lose the Home Resort Vacation Points associated with the no-show dates and are not entitled to any refund.

15. All of the Home Resort Vacation Points applicable to a Fixed Ownership Interest are considered used starting on the reservation arrival date for the Guaranteed Reservation. If the Club Member or their Guest checks out before the scheduled departure date any unused Use Days are forfeited, the Club Member receives no credit for unused Use Days and the Club Member is not entitled to a partial refund of Home Resort Vacation Points.

16. If a Club Member opts out of or cancels a Guaranteed Reservation thirty (30) or fewer days before the Guaranteed Reservation arrival date, the Home Resort Vacation Points associated with that Fixed Ownership Interest are placed in a Holding Account. If a Club Member opts out of or cancels a Guaranteed Reservation on the Guaranteed Reservation arrival date, the Club Member is not entitled to a refund of the Home Resort Vacation Points associated with the Fixed Ownership Interest or any portion thereof. Holding Account Vacation Points are described in more detail in paragraph 13 of Article III (“Vacation Point Reservations”).

## **V. MEMBER BENEFITS AND PRIVILEGES**

### **1. Disney Vacation Club Membership Identification Card.**

- a. Each Club Member named on the deed of an Ownership Interest will have access to DVC Membership Identification in the form of a digital card based on their purchase.
- b. DVC Membership Identification will not be issued to Associates. DVC Membership Identification will not be issued to the Principal Contact unless he or she is also a Club Member.
- c. Club Members may be issued DVC Membership identification as long as they are current on their Annual Dues, other sums due an Association, monthly loan payments (if applicable), and any other outstanding balances, including fees associated with any exchange programs, miscellaneous services booked by Member Services in connection with Club Member reservations, and any incidental charges or balances due in relation to stays reserved through the Club’s central reservation system.
- d. Presentation of the DVC Membership Identification may be necessary to receive certain Club Member benefits and privileges. This identification may not be valid to receive certain Club Member benefits and privileges based on your purchase.

2. **Club Member Benefit Programs.** From time to time, DVD, Buena Vista Trading Company, DVC Operator, or their affiliates may establish special Club Member benefit programs to enhance membership for Club Members. Participation in any Club Member benefit program is completely voluntary. These special programs are not a component of or an appurtenance to any Ownership Interest or Additional Ownership Interest. Some or all Club Member benefit programs may be limited, modified, canceled, or terminated at any time. **In addition, some or all of Club Member benefit programs may be offered solely with respect to Ownership Interests purchased and owned by Club Members who purchased the Ownership Interests directly from DVD and these special programs, including those benefits marketed as incidental benefits under Section 721.075, Florida Statutes, may not be hypothecated, bought, sold, exchanged, rented, or otherwise transferred, except upon written approval of DVD, and are solely for the original Club Member’s benefit and not for the benefit of that Club Member’s assigns or successors-in-interest. If a Club Member sells the Club Member’s Ownership Interest, these benefit programs do not automatically transfer to the Club Member’s buyer. The availability of these benefit programs may or may not be renewed or extended to such assigns or successors-in interest.**

### **3. Making Reservations for Guest.**

- a. Club Members may use their Home Resort Vacation Points to reserve Vacation Homes that will be occupied by Guests.
- b. When a Club Member uses Home Resort Vacation Points to reserve Vacation Homes on behalf of a Guest, and the Club Member does not charge any rental or other fees to the Guest for the reservation, then the Guest may be eligible for all or some of the Club Member privileges and benefits that a Club Member would normally receive during the Club Member’s stay in the reserved Vacation Home. If the Guest is renting, it is the responsibility of the Member to notify Member Services when making the reservation. Member privileges and benefits cannot be extended to Guests who rent Vacation Homes from Club Members.

## **VI. DISNEY VACATION CLUB RESORTS**

1. **Lock-Off Vacation Homes.** Some two-bedroom Vacation Homes at the DVC Resorts have a “lock-off” capability. Two-bedroom lock-off Vacation Homes have two (2) doors between the second bedroom and the rest of the Vacation Home. These doors can be closed and locked independently, creating separate “studio” and “one-bedroom” Vacation Homes. The studio typically features a kitchenette and a private porch. Reserved two-bedroom lock-off Vacation Homes and dedicated two-bedroom Vacation Homes have the same Vacation Point reservation values. The studio and one-bedroom Vacation

Homes in a two-bedroom lock-off Vacation Home that are separately reserved may have a higher reservation value than they would if combined as a reserved two-bedroom Vacation Home. Home Resort Vacation Point reservation values for studios and one-bedroom Vacation Homes are shown on the Home Resort Vacation Points Chart.

2. Housekeeping. Club Members or their Guests receive the following housekeeping service during a stay at a DVC Resort:

- a. All Vacation Homes will be cleaned prior to check in.
- b. For all stays regardless of the length of the stay, daily trash removal will be provided.
- c. For stays of seven (7) or less consecutive nights in the same Vacation Home, the DVC Resort will provide a "Trash & Towel" service on the fourth consecutive day of the stay. During a Trash & Towel service, housekeeping will:
  - Empty the trash and put new liners in the trash bins.
  - Provide fresh bathroom linens.
  - Replace facial tissues, paper towels, and toilet paper.
  - Replace coffee, sugar, cream, and sweeteners.
  - Replace dish washing liquid, dish washing detergent, sponges, and laundry detergent.
- d. For stays of eight (8) consecutive nights or more in the same Vacation Home, the DVC Resort housekeeping will provide:
  - 1) One (1) "Full Cleaning" service on the fourth consecutive day of the stay. During a "Full Cleaning," housekeeping will:
    - Provide all of the services included in a "Trash & Towel" cleaning.
    - Change the bed linens.
    - Vacuum and dust the Vacation Home.
    - Clean the Bathroom(s).
    - Clean the Kitchen/Kitchenette and wash the dishes.
  - 2) Following the initial Full Cleaning service, housekeeping will provide another Full Cleaning Service every eight (8) consecutive days in the same Vacation Home.
  - 3) Following the initial check in, a "Trash & Towel" will be provided every eight (8) consecutive days reserved in the same Vacation Home.
- e. Cleanings do not include laundering of personal items.
- f. For stays of more than eight (8) consecutive days in the same Vacation Home, the Full Cleaning/"Trash & Towel" cycle will begin again.
- g. All Vacation Homes will be cleaned following check out.

3. Access to Units and Vacation Homes. Notwithstanding the use of a sign on the door of a Vacation Home that it is occupied or a request to forgo housekeeping services or any other request not to be disturbed that is made by the occupant of the Vacation Home or other person, the Association, the DVC Operator, and each of their respective employees, agents, or designees ("Authorized Persons") shall have the right to enter the Vacation Home for any purpose, including performing maintenance and repairs, conducting a visual inspection of the Vacation Home, or checking on the safety and security of occupants, other persons, and property. An Authorized Person will give reasonable notice prior to entry by knocking and announcing the intent to enter the Vacation Home. Such entry shall not be deemed a trespass or make the Association, the DVC Operator, or any Authorized Person liable in any way to

any person for any damages on account of such entry or for any abatement, removal, reconstruction, repair, or remedy that is performed.

## **VII. DISNEY VACATION CLUB OPERATIONS**

1. **Annual Dues.** Around the beginning of each calendar year, Club Members will receive a statement setting forth their Annual Dues. Annual Dues are based on calendar years, not on Use Years. These Annual Dues may be paid in one of two ways:

- a. A single lump-sum payment due on or before the due date. Annual Dues are considered past due on the date set forth in the governing documents for each DVC Resort or the arrival date of a reservation made with Home Resort Vacation Points, whichever is earlier. If the Club Member's payment arrives on or after the past due date, interest will accrue from the due date, and a late fee may be imposed.
- b. Equal monthly direct debit installments collected by the 1<sup>st</sup> or 15<sup>th</sup> of each month. The number of such installments will be determined by the mailing of the statement of Annual Dues. The monthly payment option is only available on a direct debit basis from a U.S. bank account.

Notwithstanding the Annual Dues payment procedure set forth in these Rules and Regulations, the board of directors of the Association for each DVC Resort may amend the due date, past due date, the number of direct debit installments, and the collection date for direct debit installments from time to time.

2. **Lock-Out.** Pursuant to the governing documents for each DVC Resort and applicable law, DVC Operator is authorized to deny membership privileges to any Club Member who fails to pay Annual Dues with respect to any Ownership Interest that the Club Member owns or fails to adhere to the requirements of any of the governing documents for their Home Resort or another DVC Resort or the Club ("Lock-out"). Reservations associated with a Club membership that is in Lock-out status may be canceled and all cancellation fees or penalties will be the responsibility of the Club Member. Lock-out status will prevent the Club Member from making any reservations with respect to their Club membership either at their Home Resort or at any other DVC Resort through the DVC Reservation Component, checking in at any DVC Resort in the event of an already confirmed reservation, Banking or Borrowing Home Resort Vacation Points, Transferring Home Resort Vacation Resorts, making an External Exchange Program reservation, or accessing or using any other Club Member benefit program. It will also prohibit the use of any of the accommodations and facilities of the Club Member's Home Resort or any other DVC Resort unless and until the total amount of the delinquent Annual Dues is satisfied in full with guaranteed funds or the violation of the governing document is remedied, as determined by DVC Operator in its discretion. If a Club Member is prohibited from making a reservation or using accommodations and facilities at their Home Resort, the Club Member will also automatically be prohibited from making a reservation or using accommodations and facilities at any other DVC Resort, except as permitted by DVC Operator in its discretion.

## **VIII. MISCELLANEOUS**

1. **Amendments.** DVC Operator reserves the right to amend these Rules and Regulations, in its discretion. These changes may affect a Club Member's right to use, exchange, or rent the Club Member's Ownership Interest and may impose obligations upon the use and enjoyment of the Club Member's Ownership Interest and the appurtenant Club Membership. Club Members will be notified of any such changes through Member Services publications, including posting on a Club website. Current publications supersede prior publications with respect to the terms and conditions of these Rules and Regulations.

2. **Interpretation.** Where the context so indicates, a word in the singular form shall include the plural. The term "include" and similar terms (e.g., includes, including, included, comprises, comprising, such as, e.g., including but not limited to, including without limitation, and for example), when used as part of a phrase including one or more specific items, are not words of limitation and are not to be construed as being limited to only the listed items. Whenever the consent or approval of DVC Operator, Member Services, or DVD is referred to in this Agreement or the taking of any action under these Rules and Regulations is subject to the consent or approval of DVC Operator, Member Services, or DVD, it shall mean DVC Operator's, Member Services', or DVD's prior written approval to be given or withheld in its discretion. Further, any references to the use, exercise, or grant of the right of a DVC Operator's, Member Services', or DVD's discretion as set forth in these Rules and Regulations shall mean DVC Operator's, Member Services', or DVD's sole, absolute, and unfettered discretion to the exclusion of any other person unless specifically provided otherwise. No provision of these Rules and Regulations shall be construed against the DVC Operator because the DVC Operator provided for the drafting of these Rules and Regulations. The use of headings, captions, and numbers in these Rules and Regulations are solely for the convenience of



identifying and indexing the various provisions of these Rules and Regulations and shall in no event be considered otherwise in construing or interpreting any provision of these Rules and Regulations.

3. Emergency Actions. DVC Operator shall have the right to temporarily modify, adjust, or amend these Rules and Regulations, or suspend enforcement of, or make exceptions to enforcement of or adherence to, these Rules and Regulations, as DVC Operator determines necessary in its discretion, for life, health, property protection, safety, demand balancing, or reservation system operational effectiveness or efficiency purposes, as DVC Operator determines in its discretion, as a result of an emergency situation, including acts of terrorism, pandemics or epidemics, or act of God, or other such circumstances that DVC Operator determines, in its discretion, require such modification, adjustment, amendment, suspension, or exception and for such duration as DVC Operator determines is necessary, in its discretion; provided, however, that such modification, adjustment, amendment, suspension, or exception is in the best interests of the Members as a whole, as determined by DVC Operator in its discretion.