



By Wyndham Vacation Rentals

AMENDMENT TO RENTAL MANAGEMENT AGREEMENT

This Amendment is dated this ____ day of _____, 20____, (“Effective Date”) between _____ (“Owner”), and **ResortQuest Delaware, LLC** (“Manager” or “ResortQuest”).

RECITALS

- A. Owner and Manager entered into a Rental Management Agreement dated _____, _____ (“Rental Agreement”), whereby Owner retained Manager’s services as a property rental manager for the premises located at _____ (the “Unit”).
- B. Manager, through an agreement with RCI, LLC, is able to offer certain eligible participants in ResortQuest’s rental management program the opportunity to join the Owners Exchange Club and participate in the RCI Weeks Exchange Program (“RCI Weeks Program”).
- C. Owner desires to participate in the RCI Weeks Program in accordance with the provisions of the Rental Agreement and this Amendment.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Recitals. The foregoing recitals are material representations and are incorporated herein by reference.
- 2. Definitions. All capitalized terms and definitions specially defined in the Rental Agreement shall have the same meaning in this Amendment. In the event of any discrepancy between terms of the Rental Agreement and this Amendment, this Amendment shall control the agreement of the parties.
- 3. Term. The Term of the Rental Agreement is hereby extended to the later of either of the following events:
 - A. the termination date specified in the Rental Agreement; or
 - B. 12:01 a.m. on the day following the last day of any Vacation Time Deposit (as that term is defined in the RCI® Weeks Subscribing Member Terms & Conditions, hereinafter, the “RCI Terms”).
- 4. Good Standing Requirement.
 - A. Conditions. In order to participate in the RCI Weeks Program, Owner must be in good standing with Manager throughout the Term of the Rental Agreement. “Good Standing” is defined to mean satisfaction of all of the following conditions:
 - i. Owner agrees to the terms of and has executed a current Rental Agreement, as may be amended from time to time, and is not in breach of that agreement;

- ii. Owner must be current in all obligations owed to Manager;
- iii. Owner must be current in all obligations owed to the homeowners association, if any, in which the Unit is situated;
- iv. Owner agrees to the terms of and executes this Amendment; and
- v. Owner accepts and complies with the terms and conditions of the RCI Terms, as may be amended from time to time, including the payment of any fees due to RCI for participation in the RCI Weeks Program.

B. Failure to Maintain Good Standing Status. If Owner fails to meet or maintain any of the conditions that constitute Good Standing Status, then Owner's membership in the RCI Weeks Program shall terminate automatically without any further action by either party. **Despite expiration or termination of the Rental Agreement for any reason or termination of Owner's membership in the RCI Weeks Program, Owner agrees to honor and allow use of the Unit for any deposited Week(s) that have been reserved for use by an RCI member prior to such termination.** Failure to maintain Good Standing Status may result in cancellation of Owner's planned use of an exchanged Week.

5. Depositing Weeks. Owner may deposit whole weeks only, Saturday through Saturday (each a "Week" and collectively, "Weeks"), into the RCI Weeks Exchange Program and may deposit up to eight (8) Weeks at any given time; provided however, that only two (2) such deposited Weeks may occur during the Peak Season. "Peak Season" is defined as that period beginning on the Saturday before Memorial Day and continuing through the Saturday following Labor Day of each calendar year. Owner agrees to deposit only such full Weeks as have not been reserved by Manager for use under the Rental Agreement as of the date upon which Owner makes any such deposit. In no event shall Owner request that Manager move or cancel a reservation in the Unit in order to facilitate a Week deposit by Owner. All deposited weeks must fall within the timeframe that the Unit is available to Manager for rental to the public.

6. No Rental Revenue for Deposited Weeks. Owner understands and agrees that Owner will not receive any Rental Revenue for deposited Weeks, and that Manager is not obligated to make any payment for or incur any costs associated with Owner's use of the OEC or the RCI Weeks Program. Costs and fees associated with use of the OEC and the RCI Weeks Program are not charged or earned by Manager, and Manager makes no warranty as to the value or quality of the goods and services offered by RCI, the OEC or the RCI Weeks Program.

7. Membership Fee. Owner must register for the Owner Exchange Club ("OEC") directly through the designated ResortQuest liaison or an on-line registration link. On Owner's behalf, Manager will pay the OEC membership fee for the first eighteen month's Owner's participation; however, Owner will be solely responsible for any transaction or usage fees within the program.

8. Terms and Conditions of RCI Weeks Subscribing Membership. By signing this Amendment, Owner acknowledges that Owner has read the Disclosure Guide, including the *Terms and Conditions of RCI Weeks Subscribing Membership* contained therein and available at http://www.rci.com/docs/KnowledgeBase/Documents/en_US/DisclosureGuideWeeks.pdf, and agrees to be bound by the prevailing *Terms And Conditions Of RCI Weeks Subscribing Membership* ("**Terms and Conditions**") including, without limitation, those sections dealing with additional products and services and RCI's privacy policy. If Owner does not have access to the internet, Owner agrees to contact the RCI Call Center at 1-800-338-7777 to request that the Disclosure Guide be mailed to Owner. Owner understands that the Terms and Conditions are

subject to change from time-to-time and that such changes shall be posted at www.rci.com and/or in various RCI publications.

9. Survival. The provisions of Sections 4(B), 6, 8, 9, 10 and 11 (and any other provisions necessary to give effect to such Sections) of this Amendment shall survive any expiration or termination of the Rental Agreement.

10. Governing Law. This Amendment will be governed by and interpreted under the laws of the State of Delaware, without regard to its conflict of laws principles.

11. Legal Fees. In any action brought by either Owner or Manager to determine the rights or obligations of the parties under the Rental Agreement or this Amendment, the prevailing party shall be entitled to recovery of its reasonable legal fees and costs, including the costs of appeal, from the non-prevailing party.

12. Entire Agreement. This Amendment, together with Rental Agreement and the Terms and Conditions, constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all previous communications and agreements, both oral and written, between the parties relating to such subject matter.

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

OWNER (S) or MANAGING PARTNER(S):

By: _____	By: _____
Title: _____	Title: _____
Printed Name: _____	Printed Name: _____

Owner's Mailing Address: _____

Daytime Phone Number: (____) _____

Alternate Phone Number: (____) _____

Email Address: _____

Email Address: _____

Resort ID# _____

RESORTQUEST DELAWARE, LLC:

By: _____
Title: _____
Printed Name: _____