



DISTINCTIVE EXCHANGES

Reservation System User Rules & General Accommodation Occupancy Rules

Distinctive Exchanges (“DE”) reservation system (“The System”) is available to participants (“User”) based on their level of participation. Accommodations displayed in The System are made available by the Developer, Owner, Association, Management Company or Controller (“Supplier”) of the property and inventory displayed. The DE User Rules (“User Rules”) govern the procedures to secure accommodations by User of The System.

User Rules

User of The System will follow the procedures, rules and guidelines as described below and updated on-line at www.distinctiveexchanges.com in conjunction with the use of The System.

Level of Participation. There are three levels of participation available to User of The System. Based on their level of participation The System will indicate to the User accommodation availability and price. The following are the levels of participation:

(“**Public**”) User of The System is available to the General Public.

(“**Private**”) User of The System is available to affinity group members, membership clubs or other like organizations that require User to pay annual fees to participate.

(“**Exchange Club**”) User of the system is only open to participants of the Exchange Club sponsored by Distinctive Exchanges.

Rental Procedures. User may go online to www.distinctiveexchanges.com and view available inventory from Suppliers to rent. Information on how to reach Supplier or booking agent will be posted with inventory displayed.

User of The System may rent (on a space available basis) inventory displayed for the nightly or weekly rate posted online at www.distinctiveexchanges.com. A reservation is required to rent accommodations and must be made in accordance to the occupancy rules displayed. All requests for reservations will be honored on a first requested, first served basis, and requests for reservations will not become “confirmed” until they are confirmed by the Supplier or booking agent of the accommodation. The User must have a confirmed reservation to rent the accommodation displayed.

On major holiday weekends and other periods of high use, the User may be required to reserve a minimum number of nights (such as three nights). There are also limits on the

number of reservations that a User may have on file at the same time based on the occupancy rules displayed.

Live Booking Engine. A live booking engine may be available by User to hold and reserve available accommodations. If a live booking link is not supplied, User must contact supplier or booking agent to rent accommodations through contact information listed. If Supplier chooses to participate, live inventory will be displayed and procedures will be described online so as to place accommodation on hold or book live on-line.

There will be a \$_____ fee paid to Distinctive Exchanges or its representative for every night confirmed through the live booking engine.

Payment for Accommodations. All payments including security deposits, occupancy taxes, rental service fees, cleaning fees, etc. will be collected by and paid at time of booking. Payments will be collected by Supplier, booking agent or online.

Occupancy Rules

Supplier Accommodation Occupancy Rules. All User(s) of The System, who secure accommodations, are required to obey the accommodation occupancy rules set forth by the Supplier of the accommodations displayed. In the absence of Supplier accommodation occupancy rules, General Accommodation Occupancy Rules will be in affect. Occupancy rules will be displayed and updated in the form of a link near the accommodation advertised.

General Accommodation Occupancy Rules

Users of The System may rent (on a space available basis) inventory displayed for the nightly rate, based on their level of participation, posted online at www.distinctiveexchanges.com. A reservation is required to rent accommodations and must be made no more than 60 days prior to the desired arrival date. All requests for reservations will be honored on a first requested, first served basis, and requests for reservations will not become “confirmed” until they are confirmed by the Supplier or booking agent of the accommodation. The User must have a confirmed reservation to occupy the accommodation displayed.

On major holiday weekends and other period of high use, User is required to reserve a minimum of three nights. There are also limits on the number of reservations that a User may have on file at the same time based on Users level of participation. **Public User** can have one reservation on file at a time. **Private and Exchange Club User** can have two reservations on file at the same time.

Rate for Accommodations. All rates including security deposits, occupancy taxes, rental service fees, cleaning fees, etc. will be described online.

Distinctive Exchanges Accommodation Specifications. Generally, most accommodations displayed in The System will have the following amenities: Sleep up to four persons on a double bed in the bedroom and a sleeper sofa in the living room. Each accommodation has a kitchen with a range, microwave oven, pots, pans, dishes and utensils for six persons. Each accommodation also has a bathroom and television, as well as a deck. Linens will be provided. Linens will be changed once per week. Each participating Supplier has units unique to their environment and may differ. Regardless, accommodation quality is to be expected by User and will be demanded for continued participation by Supplier.

Canceling a Reservation – Week of Use. User may cancel a confirmed reservation for a Week of Use without any charge or penalty 30 or more days prior to the scheduled arrival date. If a User cancels a confirmed reservation for a Week of Use less than 30 days prior to the scheduled arrival date, the Week of Use will be forfeited.

Canceling a Reservation – Daily Rental. A User may cancel a confirmed reservation to rent an accommodation without any charge or penalty 24 hours or more prior to the scheduled arrival. If a confirmed reservation to rent accommodation is canceled by a User less than 24 hours prior to the scheduled arrival, a cancellation fee of \$50.00 will be assessed.

A confirmed reservation to rent an accommodation will be held until 9:00 p.m. the night of the scheduled arrival. A confirmed reservation will be cancelled after this deadline if the Supplier or booking agent has not been notified of the User late arrival, and a cancellation fee of \$50.00 will be assessed.

Length of Stay. User may stay consecutively for up to 14 nights at a time. User may not stay longer than a total of 14 nights consecutively or two stays of 7 nights at the same location.

Guests. Generally, User may have up to five persons (including children) stay overnight with him or her in the accommodation, for a total of six persons, unless there are use restrictions stated otherwise.

A User may have up to four additional people visit him or her at the Distinctive Exchanges accommodation during the day (from 8 a.m. to 11 p.m.). A User may not have more than ten people (including his or her party and all guests) at the accommodation without advance approval from the Supplier. Approval for additional daytime guests may be requested from the Supplier, who may grant or deny the request, in his or her sole discretion.

Alternate Users. Certain accommodations are posted only for the Private and Exchange Club User; however, a User may allow members of his or her immediate family to use all or part of a nightly or weekly accommodation (subject to space availability) provided that the Distinctive Exchanges User is occupying a campsite or other rental accommodation on the same property. The privilege set forth in the preceding sentence applies only to the original Distinctive Exchanges Private or Exchange Club User and is not transferable. For purposes of this Section, the Distinctive Exchanges User's immediate family includes only his or her lineal ascendants and descendants (i.e., parents and grandparents and children and grandchildren).

Condition of Distinctive Exchanges Accommodation. A Distinctive Exchanges User must return the Distinctive Exchanges accommodation at the end of his or her stay in the same condition as received, ordinary wear and tear excepted. Generally the following procedures are in place at time of check in and check out at most Distinctive Exchanges Accommodations: The Distinctive Exchanges User's check-out will be supervised by Suppliers staff and an inventory of the Distinctive Exchanges accommodation will be taken at that time. The Distinctive Exchanges User is responsible for the cost of repairing any damage to the Distinctive Exchanges accommodation (beyond normal wear and tear) that occurs during his or her stay. In addition, the Distinctive Exchanges User is responsible for the cost of any items (such as dishes, linens, appliances, etc.) that are damaged during, or missing from the Distinctive Exchanges accommodation at the end of, the Distinctive Exchanges User's stay. Upon check-in, the Distinctive Exchanges User will be asked to complete an inventory of the contents of the Distinctive Exchanges accommodation and return it to the Suppliers staff. The Distinctive Exchanges Member will not be responsible for any missing items that are reported to the preserve staff immediately after check-in. However, if the Distinctive Exchanges User fails to complete this inventory, the Distinctive Exchanges User will be responsible for any damaged or missing items.

Personal Items. A Distinctive Exchanges User may bring any items necessary for his or her enjoyment. However, motorbikes, bicycles, barbecues, or weapons *may not* be taken inside the Distinctive Exchanges accommodation.

Smoking. Smoking *is not* permitted inside any Distinctive Exchanges accommodation.

Pets. Pets of any kind *are generally not* permitted inside a Distinctive Exchanges accommodation; however, at certain accommodations, pets are allowed in a designated Distinctive Exchange accommodation upon payment of a non-refundable "pet fee" for each pet. A Distinctive Exchange User wishing to bring a pet must advise the Supplier or booking agent of this fact when making his or her reservation.

Failure to Depart on Time. Generally departure times and procedures are as follows for Distinctive Exchanges accommodations: If a Distinctive Exchanges User fails to depart the Distinctive Exchanges accommodation by 12:00 p.m. (noon) on the scheduled day of departure, the Distinctive Exchanges User will be charged a pro rated nightly fee based on the weekly rate advertised or the nightly rate as advertised. In addition, if another User has a confirmed reservation for the Distinctive Exchanges accommodation and the Distinctive Exchanges User's failure to depart the Distinctive Exchanges accommodation disturbs this User's stay, the Distinctive Exchanges User shall be responsible for the cost of providing comparable alternate accommodations for the other User, including the cost of the alternate accommodations and any travel or other expenses incurred.

Failure to Follow Rules. Failure to follow these DE Reservation System User Rules, Supplier Accommodation Occupancy Rules or these General Accommodation Occupancy Rules may result in suspension of use privileges or termination of ability to use the DE Reservation System.

Delinquent Rental Fees. A Distinctive Exchanges User will not be allowed to make a Reservation or occupy a Distinctive Exchanges accommodation, unless the Distinctive Exchanges Member is current on all payments authorized by his or her Use of the System.

Rule Changes. Distinctive Exchanges reserves the right, in its sole discretion, to modify, amend, add or delete DE Reservation System User Rules, or the General Accommodation Occupancy Rules from time to time as it may deem appropriate.

Fee Increases. All charges and fees set forth in these DE Reservation System User Rules, Supplier Accommodation Occupancy Rules or these General Accommodation Occupancy Rules are subject to increase by Distinctive Exchanges, in its sole discretion, except as specifically provided herein. In addition, a Distinctive Exchanges User is responsible for payment if any taxes that Distinctive Exchanges is required by law to collect.