

THE CLIFF CLUB AT SNOWBIRD - THIRD-PARTY RENTAL COMPANY RELEASE STATEMENT

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The Cliff Club Owner Services office has received notice that the following Third Party Rental Company ("TPRC") will be renting the confirmed occupancy period ("COP") on behalf of the owner listed below (whether one or more, the "Owner") to a non-owner guest ("Occupant"). For purposes of this TRPC Release, the Covenants, Bylaws, Rental Policy, Rules and Regulations of The Cliff Club at Snowbird, and all other documents governing the Club are collectively referenced the "Club Documents." All capitalized terms not otherwise defined herein shall have the meanings set forth in the Club Documents.

1. TPRC hereby represents and warrants that it has reviewed and understands all rental provisions set forth in the Club Documents. In accordance with section 9.2 of the Covenants, The Cliff Club at Snowbird Owners Association, Inc. ("Association") shall be responsible for maintaining The Cliff Club at Snowbird in good, clean, attractive, safe and sanitary condition, order and repair. The TPRC shall not enter the Suite or module for any reason and shall not perform any housekeeping, maintenance, repair or replacement services concerning the Suites, modules or Furnishings. No room numbers and/or keys will be given for security purposes. The reservation will be assigned an inventory number for the purpose of reservation management. See above.

*Note: Although the inventory number resembles a unit number, it is simply a placeholder.
For security purposes the room location will be provided only to your Occupant at check-in.*

2. The TPRC and Occupants will be subject to all terms and provisions of the Club Documents, including without limitation the ownership usage fees and restrictions including lock-out and reservation change fees.

a. The arrival and departure dates of the Occupant must match the dates of the COP and such dates shall not be changed by a TPRC. A change of reservation fee refers to any change made to an existing reservation including splitting the Suite into multiple modules and changing the name of the registered occupant. This fee is currently \$25.00, which fee is subject to change without notice.

b. The TPRC may allow only one Occupant to reserve a Suite or module (i.e.: separate Occupant for each inventory number: 708C1, 708C2, 708C3). Depending upon what the Owner releases to a TPRC, the TPRC may lock off modules if applicable (up to three modules). A \$50 lockout fee will be charged to the TPRC for each lock off (up to \$100), which fee is subject to change without notice.

3. **Only a COP may be rented for the exact period of time and the same number of nights during which a Suite or module is reserved by the Owner.** The TPRC shall not split the occupancy rights associated with a confirmed Full Week Occupancy Period and no Weekday or Weekend Occupancy Periods may be rented to one or more Occupants in the event the Owner has a confirmed Full Week Occupancy Period. Only one Occupant or private rental is allowed per Suite or module during the COP (subject to the maximum occupancy allowance of such Suite or module as described in Section 4.5 of the Covenants). In the event an Owner obtains a Confirmation permitting more than one separate "check in" privilege in any one year for one Vacation Ownership Interest (i.e., utilization, if available, of one Weekday Occupancy Period and one Weekend Occupancy Period), the Association or Snowbird Resort LLC. ("Manager") may establish and charge an additional check in and clean up fee to cover multiple use expenses.

4. The TPRC shall not rent or lease an Owner's reserved Bonus Time to any Occupant. Occupants will not be permitted to use or occupy a Suite or module during Bonus Time at The Cliff Club.

5. All housekeeping and maintenance services shall be performed by the Manager or its agents and TPRC shall have no right to perform such services in any Suite or module or any other location at the Project.

6. It is the sole responsibility of the TPRC to communicate reservation information to the Occupant; The Association or the Manager will not provide written confirmation to the Occupant. The Association and the Manager shall not be responsible for TPRC's failure to communicate reservation information to the Occupant. TPRC shall resolve any dispute by the Occupant regarding the reservation as it was communicated to the Manager and Manager shall have no responsibility to remedy the same.

7. The Association and the Manager will not promote or endorse any TPRC.

8. **Failure by the Owner to be in good standing under the Club Documents and to observe all provisions of the rental provisions described therein may result in the Occupant being turned away by the Manager at the time of check-in and the prohibition of the Occupant from using, occupying and enjoying the Suite or module during the Owner's COP.** The Manager shall take reasonable steps to contact TPRC if the Occupant is not allowed to check-in and shall explain the reasons for such denial. However, the Association and the Manager shall not be liable to TPRC or Owner for any loss of rents, income or other claims of damages or losses in the event Manager is unable to contact TPRC or if the Occupant is prohibited from occupying the Suite or module during the Owner's COP because the Owner or TPRC failed to comply with all rental rules and regulations under the Club Documents. TPRC hereby waives and expressly releases the Association, the Board and the Manager, and their respective agents, affiliates, subsidiaries, employees, officers and directors ("Indemnified Parties") from any and all claims arising from or relating to loss, loss of income, rental proceeds, damages, inconveniences and nuisances that may result from Owner's or TPRC's failure to comply with this TPRC Statement and the Club Documents. TPRC hereby agrees to indemnify and hold the Indemnified Parties harmless from and against any and all loss, threat of loss, suits, claims, actions, liabilities, damages, obligations, demands, costs and expenses (including attorney's fees and expert witness fees) arising out of or in connection with any breach by Owner or TPRC of any covenant or obligation under this TPRC Statement and the rental provisions set forth in the Club Documents.

9. During the period of occupancy by the Occupant, the Association shall be appointed Owner's attorney-in-fact to seek, at Owner's and TPRC's expense, the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of this TPRC Agreement or a violation of the Club Documents.

10. In case of conflict or inconsistencies between the Owner's separate agreement with TPRC, and this TPRC Statement, this TPRC Statement and the Rental Policy shall control.

11. By signing below, TPRC hereby represents and warrants that TPRC's rental services to Owner are consistent with the residential character of The Cliff Club at Snowbird and TPRC's services do not constitute a nonresidential purpose in accordance with the business use limitations under the Rental Policy and the Covenants. Furthermore, TPRC hereby represents and warrants that it will not perform any rental, housekeeping and maintenance services or use the Suite or module in any manner that creates a security risk or increases the Association's insurance or other costs.

12. The TPRC must provide the following information about the Occupant to occupy the Suite or module no less than 72 hours prior to the intended date of occupancy. Note: A separate completed Third-Party Rental Occupant Release Statement is required for each Suite or module. Occupant Information:

Name: _____

Address: _____

Phone: _____

Email: _____

***The undersigned agrees to all terms and conditions of the *Third-Party Rental Company Guest Release Statement*, and accepts responsibility for any damages or unpaid charges by private Occupants (i.e.: personal liability, property damages or lost business).

Please provide the following accommodations to the listed occupant (lock-out fees may apply):

- Two-bedroom condo (max occupancy 10, three modules)
- One-bedroom condo (max occupancy 6, two modules)
- Bedroom studio (max occupancy 4, one module)
- Kitchen studio (max occupancy 2, one module)

⇒ Please visit the secure online *Payment Center* at www.thecliffclub.net to pay any reservation change, lock-out, split week, and operational assessment fees applicable to the division of the owner's occupancy period as mentioned above. All lock-out fees are non-refundable.

***Signature

Date

Signee Name (PLEASE PRINT)

The Third Party Rental Company (TPRC) must provide the following upon Manager's request:
Business License, Liability Insurance, State of Utah and Federal Tax ID

Office
Use Only: TPRC Name: Owner Name: Res Date: Inventory #: Res Host DB Received Date: