

RENTAL MANAGEMENT AGREEMENT

GRAND SUMMIT RESORT HOTEL AND CONFERENCE CENTER RENTAL MANAGEMENT AGREEMENT QUARTER-SHARE OWNERSHIP

Mount Snow Ltd (the "Manager") and the undersigned owner ("Owner") of a quartershare ownership interest in the Grand Summit Resort Hotel at Mount Snow (the "Hotel") for mutual consideration paid, agree that Manager shall be the rental manager of the Owner's quartershare ownership interest and that parties shall be governed by the terms of this Agreement.

The property to which this Agreement applies is known as Unit No. _____, Quarter Number _____ (herein referred to as the Unit) within the Hotel. Manager agrees to manage Owner property known as Unit # _____ (hereinafter referred to as "Premises") in the _____ Condominium in _____, _____, for an initial term of twelve months, commencing on or about the _____ day of _____, 20____, subject to the following terms and conditions and shall supersede all previous Rental Management Agreements between Owner and Manager. This Agreement will continue in force thereafter until terminated as provided herein.

A long-term calendar and a schedule of housekeeping rates for the upcoming year are being provided to Owner together with this Agreement. A new calendar and housekeeping rates for the upcoming year will be mailed out annually for you to complete in June. All housekeeping rates are subject to annual review.

This Agreement may be terminated upon 120 days written notice prior to any anniversary of the execution of this Agreement by Owner to the Owner Services office and by Manager upon 120 days written notice to Owner. In the event of termination or nonrenewal of this Agreement by Owner, Manager shall use its best efforts to transfer existing reservations from the Unit to other Units, but cannot guarantee availability of the Unit for periods in which Unit has been released into Manager's rental program pursuant to this Agreement. In the event that this Agreement is terminated or not renewed by Owner, Owner and Manager agree that, to the extent that any nights deposited in the rental program cannot be released to Owner, the terms and conditions of this Agreement shall govern all unreleased nights. Owner agrees that Manager shall not be liable for the acts, negligence, or any other activities by guests or for damage by guests to the Unit during the period of rental or RCI or Interval International (II) exchange activity. Manager shall use its best efforts to collect reimbursement from guests at check-out or immediately thereafter for any damage to the Unit, but shall not be liable for its inability to do so including, but not limited to, if its inability is the result of "bounced" checks, credit card "charge backs" or fraud.

If, for any reason, Owner or Manager violates any of the terms of this Agreement, including but not limited to abuse of Premises by Owner or his guests or Owner's failure to pay taxes or assessments, Owner or Manager shall have the right to give written notice of intention to terminate this Agreement, allowing 15 days to take remedial action to the satisfaction of Owner or Manager. Owner or Manager will give written notice of the intention to invoke the remedies allowed under this section either by hand delivery, in person, or by registered or certified mail. Notice will be deemed given upon receipt.

If any action at law or in equity will be brought to recover any monies under this Agreement, or for, or on account of any breach of, or to enforce or interpret any of the provisions of this Agreement, or for the recovery of the Unit, the prevailing party will be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorney's fees, the amount of which will be fixed by the Court in which the dispute is litigated and will be made part of any judgement or decree rendered.

Both parties agree that the venue for any such action will be Windham County, Vermont. This Agreement will be construed in accordance with the laws of the State of Vermont.

This Agreement represents the entire agreement between the parties and supersedes all previous agreements between them, whether oral or written. In the event that one or more provisions of this Agreement are found to be invalid, such invalidity will not affect the remainder of the Agreement, all of which shall remain in full force and effect. This Agreement shall be binding upon parties and their respective heirs, personal representatives, successors and assigns.

Owner agrees that Manager, in conjunction with the exercise of its responsibilities as rental management agent, has the right to enter the Unit under any reasonable circumstances, including any emergency circumstances that arise. By signing below, Owner verifies and affirms that he/she is either the sole Owner or the authorized representative of multiple Owners.

Management commits to reviewing the Rental Agreement at the HOA Board Meeting in January of each year. This allows for input from the owners and the HOA Board on an annual basis.

Interval Owner or representative of Owner

Name: _____
(Please Print)

Home Phone: _____

Address: _____

Work Phone: _____

City: _____

Fax Number: _____

State: _____ Zip: _____

E-mail: _____

Owner's Signature

Date

Director, Rental Management Program

Date

THE RESPONSIBILITIES OF OWNER:

1. Owner shall pay to Manager the sum equal to forty-five percent (45%) of the net rental income* received or paid for the rental of the Unit; provided, however, that if Owner was the procuring cause for the rental, and the renter occupies the Unit; then Owner shall pay to Manager thirty-five percent (35%) of the net rental income. In order for Owner to receive credit as the procuring cause, notification must be made at the time the reservation is made to the Owner Services Office.
2. Owner agrees that Manager shall be the exclusive rental agent for the Unit. Owner agrees not to compete with Manager personally (except as provided in Paragraph 1 above) or through agents.
3. Owner shall complete the Owner-usage calendar each year for the purpose of providing to Manager the Owner's occupancy requirements during the ownership quarter week or plans for other uses for the period (e.g.: RCI/II banked time) informing Manager of when the unit will be available for rental. **Any changes to this schedule must be made in writing and received by the Owner**

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Services Office more than two weeks in advance of the intended arrival date and will be honored only if it is possible to move the existing reservation for Owner's Unit to another unit. In order to enter into reservation contracts with renters for Owner's Unit, Manager relies upon Owner's commitment to place the Unit in the rental program during the periods indicated by Owner on the Owner-use calendar. Because of this reliance, it will not always be possible for Manager to release the Unit back to Owner for a certain date or dates upon Owner's request, even if Owner gives more than two weeks' advance notice of a requested change. While Manager may be able to accommodate a request for a change one time, it may not be able to do so on another occasion. Please take these terms into consideration when completing your Owner-use calendar. By signing this Agreement and completing the Owner-use calendar, you are agreeing to and acknowledging these terms. All reasonable attempts will be made in an effort to accommodate owner requests. **Owner is responsible for making deposits directly with RCI or II.**

4. **Owner shall be required to use setup and daily housekeeping and pay the related fees during the periods of Owner occupancy, Space Available Program, and RCI or II exchange periods.** Housekeeping rates will be distributed for each year with the Owner-use calendars. These fees are payable upon departure. Fees for RCI or II use will be billed to Owner after such use.
5. Owner further agrees that rental rates may be discounted from advertised rates based upon occupancy, conference use, and market trends, as determined in Manager's reasonable judgment. Owner agrees and acknowledges that, to the extent Manager provides, or arranges for the provision of goods and services to guests and/or Owner, Manager is authorized to retain for its sole account any fees, rebates, interest, markups, or commissions resulting from such provision of goods and services.
6. Owner agrees to assist Manager in marketing efforts by providing the ability to offer complimentary accommodations to people influential in resort and lodging promotions. Owner will give Manager the right to use Owner's Unit on a rotating basis for a maximum of two (2) days per year. Manager will make best efforts to insure that such use will not negatively impact the rental program.
7. Owner agrees and acknowledges that waiver by Manager of any of Owner's obligations or of any breach by Owner of any of Owner's obligations under this Agreement shall not create any obligation on the part of Manager to grant a waiver in the future under similar circumstances. All amendments to this Agreement must be in writing and signed by both Owner and Manager.
8. For participants in the Rental Management Program, Manager will establish a Maintenance Reserve Fund that will be funded, from each reservation, at a rate equal to 6% of the gross room revenue, which rate is subject to annual review during the term of this Agreement.
Monies in the Maintenance Reserve will be used by Manager, according to policies established in its sole discretion as described in Exhibit A attached to this Agreement, for minor repairs or replacements to keep the Unit in good and rentable condition, as it deems necessary. Owner understands that Manager makes no warranty as to the sufficiency of monies held in the Maintenance Reserve to pay the cost of all required repairs and replacements. Owner agrees that if there are insufficient funds in the Maintenance Reserve at the time repairs or replacements are required by Manager, Owner, together with the other quartershare owners of the Unit, will be responsible for making such repairs or replacements at Owner's expense. Owner further understands that Manager will not advance funds against anticipated future rental income to Owner for purpose of meeting such expense.
Owner understands and agrees that monies held in the Maintenance Reserve are for the common benefit of all of the Unit Owners in the Rental Management Program, and, Owner will have no claim therein except to that extent. Manager agrees that monies in the Maintenance Reserve will be spent only for repairs and replacements to units in the Hotel and will not be used for any other purpose. Manager will provide the Homeowner's Association for the Hotel with an annual accounting for the Maintenance Reserve.
9. Owner agrees and acknowledges that Owner's failure to meet any of Owner's obligations under this Agreement and follow the rules of Manager's Rental Management Program may result in suspension of any or all of Owner's benefits hereunder, including, without limitation, the right to use Space Available, or it may result in termination of this Agreement by Manager as provided above. In addition, failure to pay any amounts owed to Manager or to the Hotel Owner's Association may result in suspension of Owner's rights to participate in the RCI or II program.
10. Owner will provide written notice to Manager if the Unit is listed for sale with a real estate broker, or offered for sale directly by Owner. Owner understands and agrees that real estate agents must obtain keys to the Unit from Manager, and that keys may not be issued while rental guests are occupying the Unit, in Manager's discretion. Owner agrees to notify any listing broker of Manager's policy for obtaining access to the Unit, and Owner agrees that Manager has the right to prevent rental guests from being disturbed for real estate sales purposes. Owner further agrees that, in the event of a sale of the Unit, the contract evidencing the sale shall expressly provide that the sale will be subject to the terms and conditions of this Agreement, and that the purchaser of the Unit will honor all confirmed reservations that Manager is unable to relocate to other Units.
11. Owner agrees to indemnify, defend and hold Manager harmless from and against any and all claims, demands, costs, damages and judgments arising pursuant to Manager's performance of its obligations hereunder, except those arising as a result of Manager's negligence or intentional act. Owner agrees that Manager shall not be liable for any claim for loss or injury to any person or property located in the Unit or the Hotel, except for loss or injury caused by Manager's gross negligence or willful misconduct.
12. Owner warrants that s/he has read this Agreement prior to signing it. Owner is under no obligation to enter into this Agreement with Manager, and s/he understands that by entering into this Agreement, s/he may restrict his/her personal use of the Unit.
13. Owner agrees that a six percent (6%) fee will be charged to all owners for housekeeping services provided by Manager. This fee shall be based on 6% of the per-night room charge. These fees will be allocated to the residential budget.

**Net rental income is defined as follows: the actual rental income received for each night less credit card charges, preventive maintenance program contribution, travel agent commissions, meeting room fees, parking charges (if applicable), and activity/marketing fees. Note that taxes, service charges, resort use fees and gratuities are not included in net rental income.*

THE RESPONSIBILITIES OF MANAGER:

1. Manager shall rent the Unit on Owner's behalf at a competitive rental rate established by Manager.
2. Manager shall immediately begin the expenditure of time, effort, and money to procure rental guests and will offer the Unit for rental to transients, as well as reserved guests, on a nightly basis according to the schedule provided by Owner.
3. Manager shall act fairly in apportioning its efforts in attempting to rent the Unit, and the Units of others in the Hotel who participate in this Rental Management Program.
4. Space Available Usage: A) Home Property: Manager will allow Owner to use a comparable or lesser Unit in the Hotel on a home property space-available basis during weeks other than Owner's owned weeks with reservations to be made no earlier than 72 hours prior to date of arrival. No longer than a three (3) night stay in any one Unit will be allowed, for a maximum of six (6) days. Space Available is generally determined as less than ninety percent (90%) anticipated occupancy during the desired period but is at the discretion of Manager. Owner will be responsible for all housekeeping charges incurred during the usage period and these fees will be determined by the actual room being utilized during the visit. A housekeeping set-up charge will apply for each room change during the Space Available stay. Refer to housekeeping rates listed in the schedule that will accompany each year's Owner-Use Calendar. Space Available use is available to Owners and their immediate family (parents, children, grandchildren) only who are listed below. B) Other Peak Resort affiliated quarter share properties: Owner may reserve a comparable or lesser Unit at other Peak Resort affiliated quarter share properties on a Space Available basis during any period regardless of ownership weeks, with reservations to be made no earlier than 48 hours prior to date of arrival. No longer than a three (3) night stay in any one Unit will be

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allowed, for a maximum of six (6) days. Space Available is determined as less than ninety percent (90%) anticipated occupancy during the desired period, but is at the discretion of hotel management. Owner will be responsible for all housekeeping charges during the usage period and those rates will be determined by the other Peak Resort-affiliated properties. The Peak Resort affiliated quarter share properties participating in Space Available shall be as announced by Manager from time to time, and is subject to change without notice in Manager’s sole discretion. Owner agrees that as a party to this Agreement, Owner’s unit may be made available to the other Owners on a rotating basis for the “Space Available” program, which is described above. Owner will accrue no revenue for nights used under this program. Manager may, in its discretion, require specific levels of annual participation in the Rental Management Program as a condition of eligibility for Space Available. Conditions, if any, will be published by Manager together with the Owner-use Calendar each year. All Space available reservations are subject to a six-dollar (\$6.00) per day provision to the four percent (4%) Replacement Fund and service charge.

5. Manager agrees to use diligent efforts to ensure that all rental guests pay all charges for use of Owner’s Unit. Manager shall not be liable to Owner for “bounced” checks, credit card “charge backs” or fraud by rental guests.
6. Manager agrees to obtain an appropriate fidelity bond or insurance covering Manager and all of its employees who handle or are responsible for moneys or property of Owner pursuant to this Agreement.
7. Manager agrees to provide housekeeping and linen service and other services while Owner’s Unit is being occupied by a renter pursuant to the Agreement and further to clean the premises after termination of such occupancy. All units will be cleaned after Owner and Owner-guest occupancy. Owners will not be charged housekeeping fees for nightly guest rentals.
8. Manager shall render a monthly statement of net rental room revenue received and Manager’s commission from same and remit to Owner net rental proceeds. Net rental proceeds shall be due and payable within 30 days of month’s end. The accounting month ends on the last Sunday of each calendar month. Manager shall maintain accurate books and records of all funds received and disbursed in connection with the management and operation of the Unit. Such books and records shall be open for inspection by Owner and/or the Board of Directors at reasonable times and with reasonable prior notice given. Owner understands that the names of all rental guests, their addresses and telephone numbers are the sole and exclusive property of Manager and that such information will not be made available to Owner. Owner further agrees that Owner shall have no right to access the books and records pertaining to other Units and properties, which Manager may manage.
9. Manager may from time to time offer incentive or other programs, in its sole discretion.
10. Manager agrees to indemnify, defend and hold Owner harmless from and against any and all claims, demands, costs, damages and judgments arising pursuant to or relating to this Agreement that arise as a result of Manager’s gross negligence or intentional act.
11. Manager may assign its rights and duties under this Agreement to any other person or entity as long as the assignee agrees, in writing, to assume and perform the terms and covenants of Manager under this Agreement and with the approval of the Board. Upon such assumption, Manager shall be released from any and all obligations hereunder.

List of Immediate Family Members for Space Available Use (specify relationship to Owner):

List Additional Owners (Members of LLC, Family Partnerships or listed on the deed)

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Cell Phone: _____

Email Address: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Cell Phone: _____

Email Address: _____

EXHIBIT A

Maintenance Reserve Fund Policies Grand Summit Resort Hotel

The total amount of the Maintenance Reserve Fund shall be six percent (6%). Of that 6%, two percent (2%) shall be allocated to the common area budget. The remaining 4% shall be used as described below.

What is covered by the 4% Fund

The in-unit maintenance costs of three hundred dollars (\$300) or less per repair or replacement will be covered under the four percent (4%) Preventive Maintenance Fund for the following items unless due to obvious guest damage. The Management Company can increase the \$300 limitation cost by up to \$25 annually. The funds are pre-deducted from all rental room nights. Authority for the Manager to deduct this amount is given through the rental management agreement. All funds are entrusted 100% to the rental manager to manage and maintain the units as described below. Pre-deduction of the 4% fund is, in reality the sharing of incidental repair and maintenance. Pre-deduction reduces commissionable revenue thus sharing the burden 55% owner and 45% rental manager. Few rental programs, if any, have joint participation in room maintenance. The 4% fund history dates back to the original Grand Summit Quarter share Hotel. The pre-deducted 4% scenario eliminated the billing of all individual unit repairs, like a light bulb, to the four (4) separate owners of a particular unit. The fund is currently robust enough to perform the annual deep cleaning of the rooms as well. Owners should inspect their units for specific 4% items and report them to Owner Services. Work orders will then be executed.

Four percent (4%) Preventive Maintenance Fund Covered Items:

- Complete unit inspection of maintenance items performed twice a year.
- Spot painting where necessary to cover wear marks and minor sheetrock repairs due to guest wear.
- Repair to carpet of minor stains, cigarette burns, or burns from fireplace embers (if applicable).
- Minor retexturing of ceilings, where necessary.
- Repair or replacement of lamps or globes of in-unit ceiling or wall light fixtures.
- Repair of small electrical fixtures including switch plates, cover plates, bath vent fans, outlets, switches, and smoke detectors.
- Repair of doorstops, doorknobs, and any minor refinishing of interior doors.
- Spot refinishing of wood dining chairs and bar stools and re-gluing of spindles.
- Repair of electric appliances such as refrigerators, ranges, hot water heaters (if applicable), heat and a/c units, dishwashers (including repair or replacement of broken or rusty racks), washers, dryers (if applicable), TVs, VCRs, audio equipment, etc., where cost is under three hundred dollars (\$300).
- Repair of broken closet shelving and rods.
- Minor repair or refinishing of wood benches in foyer area.
- Repair or replacement of yellowing or defective caulking around kitchen counters, vanities, tubs, etc.
- Repair, replacement, or resetting of trim rings around recessed light fixtures where cost is fewer than two hundred fifty dollars (\$250).
- In curtains and curtain linings repair of minor tears (if applicable).
- Repair or replacement of shower curtains.
- Minor repair of wallpaper including re-gluing of loose edges and corners, removal of spots, stains, and marks where possible.
- Repair or replacement of broken bath fixtures such as towel racks, toilet paper holders, and toilet seats.
- Repair or replacement of existing flooring binder bars between flooring type or carpet seams.
- Repair or replacement of entry mats, as necessary.
- Repair of window blinds.
- Minor repair of tears, stains, and cigarette burns in bedspreads.
- Maintain appropriate supply of dishes, silverware, pots and pans, ice cube trays, place mats, wastebaskets, kitchen trash containers, and other kitchen utensils.
- Repair of unit door locks.
- Repair of in-unit window locks.
- Repair of interior weather stripping and window seal replacement.
- Minor plumbing and appliance repairs.
- Replacement of blankets, pillows, sheets, and towels, as necessary.
- Diagnosis of problems with: appliances, heat and hot water, TV and VCR.

The following items or work may be charged to the four percent (4%) Preventive Maintenance Fund if, after review of the money in the fund, Mount Snow Ltd., agrees that funds are available to permit the repair or replacement:

- Repair of woodwork on walls in foyers in units (if applicable).
- Replacement of lampshades.
- Minor refinishing or repairing of wood table or furniture tops, cabinet faces, interior wood railings, wood sills, and wood windowsills.