

## U.S., Canada, and the Caribbean INDIVIDUAL MEMBERSHIP APPLICATION

**1. PERSONAL INFORMATION (Please Print)**

Name(s) Last \_\_\_\_\_ First \_\_\_\_\_ Middle Initial \_\_\_\_\_  
 (As they appear on your resort purchase contract)

Name(s) Last \_\_\_\_\_ First \_\_\_\_\_ Middle Initial \_\_\_\_\_  
 (As they appear on your resort purchase contract)

Address \_\_\_\_\_ Apt./Suite # \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  Check here if additional owners are applicable. Please provide names.

City \_\_\_\_\_ State \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_ Country \_\_\_\_\_  
Please include area/city/country code

Phone: Home \_\_\_\_\_ Business \_\_\_\_\_  
 Facsimile: Home \_\_\_\_\_ Business \_\_\_\_\_  
 E-mail: \_\_\_\_\_

Please initial here if you wish to receive e-mail updates on Interval news and services.

**2. PURCHASE INFORMATION**

I have purchased my unit/week from  an individual owner ("Resale")  broker

I am currently a member of Interval International

Please fill in current Interval International membership number: \_\_\_\_\_

As a current member, this enrollment will extend your membership for an additional year, unless you select the add-on option.

**3. RESORT INFORMATION**

Resort Code \_\_\_\_\_ Resort Owner Number \_\_\_\_\_

My Resort Ownership is at \_\_\_\_\_ Date of Purchase \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Name of Resort Month Day Year

Located at \_\_\_\_\_  
City State/Province Country

I purchased an alternate year program. Please check appropriate box:  **Odd Year**  **Even Year**

Total number of weeks purchased at this time \_\_\_\_\_. If more than 4 weeks, submit on an additional sheet.

	1st Week	2nd Week	3rd Week	4th Week
Week Number <small>(If open floating, indicate with "F".)</small>	_____	_____	_____	_____
If seasonal floating, indicate resort's name for season	_____	_____	_____	_____
Unit Number	_____	_____	_____	_____
Unit Type <small>(Use code numbers at right)</small>	_____	_____	_____	_____
Year of Initial Occupancy	_____	_____	_____	_____

Unit Type Code

00. Studio/Efficiency/  
Hotel Room

01. 1-Bedroom

02. 2-Bedroom

03. 3-Bedroom

04. 4-Bedroom

08. Floating

**4. MEMBERSHIP PROGRAMS & DUES**

Current payment to be made by:  Personal Check  Credit Card (Indicate Below)

**SELECT ONE**

- One Year Individual Membership: US\$79
  - Three Years Individual Membership: US\$209
  - Five Years Individual Membership: US\$329
  - One Year Interval Gold<sup>SM</sup> Upgrade and Membership Combination: US\$133
  - Three Years Interval Gold<sup>SM</sup> Upgrade and Membership Combination: US\$338
  - Five Years Interval Gold<sup>SM</sup> Upgrade and Membership Combination: US\$519
- Add-on Fee US\$39 (\*no change in current membership Exp. Date)

**AUTOMATIC RENEWAL**  Yes  No \_\_\_\_\_ (Member To Initial)

**See paragraph 30 of the Terms and Conditions for complete terms of Automatic Renewal Option.**

**CREDIT CARD INFORMATION:**

Please Charge My Current Membership Fee  Please Charge Future Renewal Fees Automatically to the Account Listed Below:

Visa  MasterCard  AMEX

Acct. No.

Diners Club  Discover Card

Expiration Date \_\_\_\_\_ / \_\_\_\_\_  
Month Year

By signing this application, I acknowledge that I have read, understand, and agree to abide by the TERMS AND CONDITIONS of INDIVIDUAL MEMBERSHIP and EXCHANGE summarized on this application and fully disclosed in the *Resort Directory*, and shall retain a copy of this application including such terms and conditions. By completion of credit card information above, Interval is authorized to charge my account as indicated.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year

Note to Member: You will receive your membership materials, including your personalized membership card, within 30 days of Interval's receipt of this application.

## INTERVAL INTERNATIONAL

### TERMS AND CONDITIONS OF INDIVIDUAL MEMBERSHIP AND EXCHANGE

1. Interval International, Inc. ("II") is a Florida corporation offering an exchange service for use by its Individual Members, and in certain circumstances other travel and leisure benefits (the "Exchange Program"). The obligations of II, pursuant to these terms and conditions, may be performed by II, its authorized representatives, or designated licensees.
2. Member Resorts usually arrange for initial membership in II for their purchasers. The Individual Membership Application and the terms and conditions contained therein comprise the contract with the developer or seller of the Vacation Interest. Individual Membership commences upon II's receipt of said Application and the applicable membership fee.
3. In subsequent years, Individual Members are generally billed directly by II and membership and participation in the Exchange Program is voluntary. Where an Individual Member purchases an additional Vacation Interest(s), II shall then extend the term of the then current Individual Membership for an additional 12-month period per additional membership fee paid by the Membership Resort. Alternatively, the Individual Member may elect to pay the applicable administrative add-on fee per adjustment.
4. Interval Gold<sup>SM</sup> refers to the upgraded benefits package available to Individual Members in good standing upon payment of the applicable Interval Gold membership upgrade fee. Interval Gold status provides Members with certain additional travel and leisure benefits, not available through basic membership in the II Exchange Program.
5. **NO DEVELOPER, MARKETER, OR SALESPERSON OF ANY MEMBER RESORT IS AN AGENT FOR OR A JOINT VENTURER WITH II. II DOES NOT SELL, LEASE, OR OTHERWISE CONVEY AN INTEREST IN ANY REAL PROPERTY. NEITHER II, NOR ANY OF ITS OFFICERS OR DIRECTORS, HAS ANY LEGAL OR BENEFICIAL INTEREST IN ANY DEVELOPER, SELLER, OR MANAGING ENTITY OF ANY RESORT PARTICIPATING IN THE EXCHANGE PROGRAM. THEREFORE, YOU AGREE THAT II IS NOT LIABLE OR RESPONSIBLE FOR ANY CLAIM OR LOSS INCURRED IN CONNECTION WITH YOUR OWNERSHIP OF A VACATION INTEREST OR YOUR PARTICIPATION IN A VACATION OWNERSHIP PROGRAM.**
6. **Membership benefits will be provided so long as the Member and the Member's Home Resort are in good standing with II.** Additionally, the Member must be in good standing with the Home Resort. Membership benefits, other than the exchange privilege, if any, and Interval Gold benefits, are subject to separate terms and conditions. Said benefits and their terms of use may be changed, substituted, or eliminated without prior notice. Some benefits are provided by independent third parties and II expressly disclaims responsibility for the acts or omissions of any persons or entities providing such benefits. Members are not required to exchange their Vacation Interest to use any other benefits provided through the Exchange Program.
7. Membership in II is conditioned upon the Home Resort's continued affiliation with II and adherence to II's standards of service, appearance, management, and operation. A Member Resort's failure to maintain these standards, or failure to timely renovate or construct vacation accommodations and/or amenities committed to the Exchange Program, or failure to remain in good standing with II (e. g., failure to comply with contractual obligations, including the obligation to enroll purchasers and remit fees and/or the failure to comply with II policies and procedures), may result in suspension or termination of the Member Resort's affiliation with II. **A Member Resort's suspension or termination from the Exchange Program may result in the loss of all Individual Membership benefits, including the exchange privilege.**
8. Interval International Five Star resort status refers to the award given to selected Member Resorts that meet certain prescribed criteria relating to the overall vacation experience provided at such Member Resort. Interval International Five Star Award status is conferred on an annual basis. **There is no guarantee that Interval International Five Star resort status, once awarded, will be renewed in subsequent years.**
9. Representations concerning Individual Membership and the Exchange Program are limited to materials supplied or otherwise approved by II in writing. **ALL OTHER REPRESENTATIONS ARE NOT VALID OR BINDING ON II.** Not all Member Resorts are included in the *Resort Directory*. The failure to picture a Member Resort in the *Resort Directory*, however, does not necessarily mean that such Member Resort is not in good standing with II, or that an Individual Member is not entitled to use the exchange privilege. Likewise, the inclusion of a Member Resort in the *Resort Directory* does not necessarily mean that such Member Resort is in good standing with II, or that an Individual Member is entitled to use the exchange privilege. All reasonable efforts are made to ensure that published resort information is accurate. II, however, expressly disclaims liability in the event of omission or error.
10. Individual Members acknowledge that:
  - (a) Resort facilities, amenities, and services vary by country, location, and resort, and room accommodations vary in size, décor, interior detail, and view from unit.
  - (b) The description and amenities symbols provided in the *Resort Directory* for each Member Resort are representative of the features generally available at such Member Resort. However, unit amenities and views may vary from unit to unit within a Member Resort and each Individual Member should review the Confirmation for specific information about his or her exchange accommodations.
  - (c) The exchange privilege should not be the primary reason for purchasing a Vacation Interest and the Color Code assigned to each particular week **should not** be relied upon in determining the value of that week for sales purposes.
  - (d) II is not liable for any damage, loss, or theft to personal property left in the Home Resort accommodations; nor is II liable for any damage, loss, or theft to personal property which occurs through Members' use of Host Accommodations.
  - (e) II is not liable for any personal or bodily injury which occurs either at the Home Resort or at a host resort.
  - (f) Upon renewal of membership, any and all claims against II are waived, and II is released from all liability, if any, arising out of Individual Membership which occurred prior to the renewal of same.
  - (g) II's liability, if any, in connection with Individual Membership and participation in the Exchange Program is limited to the annual membership and exchange fees paid to II by the Member.
  - (h) All rules and regulations of the host resort, as well as these terms and conditions, must be adhered to. Violation of such

- rules or these terms and conditions may result in cancellation of membership without further obligation by II.
- (i) If a Vacation Interest is owned by a corporation, partnership, or trust, the Individual Membership must be held in the name of one corporate officer, partner, or trustee. Where multiple individuals are listed in a single membership record as the owners of a Vacation Interest(s), II may continue to provide membership and exchange benefits for all individuals listed until II receives verifiable documentation of any change of ownership of the Vacation Interest(s).
  - (j) **Memberships in II may be used only for personal and non-commercial purposes.**
  - (k) Telephone conversations between Individual Members and II employees or representatives may be tape-recorded and/or monitored for training and quality control purposes.
11. Members acknowledge and agree that II may upon occasion offer various products and services through telemarketing programs, and members consent to such telephonic solicitations including, but not limited to, solicitation through automatic dialing equipment and/or pre-recorded messages.
  12. The terms and conditions of membership with II and use of the Exchange Program shall be construed upon the laws of the state of Florida. By maintaining Individual Membership in II, Members consent to the exclusive subject matter and personal jurisdiction of the courts in Miami-Dade County, Florida. In the event of litigation between the parties, the prevailing party shall be entitled to all costs incurred, including reasonable attorneys' fees.
  13. The exchange methods available to Individual Members, and the terms, conditions, and procedures governing such methods, are fully set forth in the Terms and Conditions of Individual Membership and Exchange found in the annual *Resort Directory*.
  14. **To utilize the exchange privilege, active membership (paid in full) in good standing must be in effect from the time a deposit is made and/or a request is placed through the actual requested and/or confirmed travel dates and/or the commencement date of the week deposited (whichever occurs later).** In addition, the Home Resort unit must have check-in/check-out management available on-site at the resort, must be fully equipped and furnished in accordance with II standards, and must have at least weekly maid service. Further, the Home Resort must be available for occupancy and in good standing with II, and the Home Resort accommodations must be available for occupancy as determined by II. A Member Resort will be listed as unavailable for occupancy until such time as II determines that such resort is sufficiently complete to be desirable for exchange.
  15. **Exchanges are arranged on a space-available basis, taking into consideration the "Comparable Exchange" concept explained in Paragraph 22. Neither II, nor any developer or marketer, can guarantee the fulfillment of a specific request.**
  16. In order to occupy a week, a week must be relinquished. All weeks are submitted on a random basis. II has no control over the timing, location, or number of weeks available to the Exchange Program. Members may exchange as many weeks as they own at a Home Resort, with a minimum exchange of one week.
  17. **Some Members may be restricted from exchanging into resorts located within the same geographical area as the Home Resort accommodations which are being deposited or relinquished.** Refer to the current Terms and Conditions of Individual Membership and Exchange as published in the *Resort Directory*, and as updated in other II publications, for current geographical restrictions. Additional geographic areas may be restricted in the future. Members affected by any future restrictions will be advised in writing.
  18. Only the II Exchange Department can confirm vacation exchange requests and only II written Confirmations are valid, with the exception of certain Flexchange® Confirmations, which may be oral.
  19. **Once II issues a Confirmation, it may be cancelled only in accordance with II's Exchange Cancellation Policy, which is detailed in the Terms and Conditions of Individual Membership and Exchange found in the annual *Resort Directory*.**
  20. **Irrespective of the calendar followed by the Home Resort, Members may be confirmed into a resort with weekly time periods beginning on any day of the week.**
  21. Any week not confirmed by II to a Member will be used by II for general commercial purposes.
  22. The II Exchange Program is based upon the "Comparable Exchange" concept. Comparable Exchange attempts to parallel to the greatest extent possible the supply of and demand for the week relinquished to the Exchange Program with the supply of and demand for the week being requested in exchange. Comparable Exchange also attempts to ensure that Members are confirmed, whenever possible, to resorts which are comparable in quality to the Home Resort. As a general guideline, II has assigned a Color Code to each weekly time period at Member Resorts which reflects general demand information. These Color Codes do not reflect the ever changing dynamics of the exchange process (e.g. natural disasters, supply of weeks available to the Exchange Program) which will affect actual supply and demand for a particular location and week. When assigning such Color Codes, II uses its own vacation week calendars, which may be different from the Home Resort's calendars. The Color Codes are not an indication of the quality or desirability of vacationing in any specific resort, area, or season, nor are they necessarily an indication of the availability of a particular week in the Exchange Program. When placing an exchange request, Members should refer to the Color Codes included in the *Resort Directory*, and as updated in *Interval World™* magazine, as a general guide to the relative supply of and demand for their week. For best exchange results, Members should request weeks of equal or lesser demand.
  23. **II, therefore, in order to achieve its goal of providing the Member with an exchange experience comparable to that which the Home Resort provides, assigns a priority to each request based on the following factors:**
    - (a) **The supply of and demand for, within the Exchange Program, the vacation week deposited (Deposit First) or being offered in exchange (Request First) and for the Home Resort.**
    - (b) **The supply of and demand for, within the Exchange Program, the vacation week and Member Resorts being requested in exchange.**
    - (c) **The quality and overall experience offered by the Home Resort as compared to the quality and overall experience of the Member Resort being requested in exchange. This is based on evaluation forms received from exchange guests to the Home Resort, resort inspections and evaluations, and other information received by II regarding the Home Resort.**
    - (d) **When the exchange request is received by II. The earlier of two identical requests for the same vacation week will receive priority.**

(e) **The date upon which the Home Resort vacation week is relinquished to II.**

(f) **The unit size and configuration being relinquished as compared to the unit size and configuration being requested.**

All of the above factors, with the exceptions of when the Home Resort accommodations are relinquished, when a request is received and the unit size and configuration, are constantly changing and are updated by II on an ongoing basis.

24. **In addition to the above, priority in the exchange confirmation process is provided to Members requesting an exchange to selected Member Resorts which are owned, marketed and/or managed in common with the Home Resort.**

25. **The Host Accommodations may be used only for personal and non-commercial purposes.** Only the Member named on the confirmation form and accompanying family members or guests may occupy the Host Accommodations without obtaining a Guest Certificate from II.

26. Members are expressly prohibited from exchanging or renting the Host Accommodations. Failure to use the Host Accommodations will not entitle Members to use the Home Resort accommodations for the period relinquished.

27. By depositing a week or submitting an exchange request, Members represent and warrant that they have the right to use or assign the Home Resort accommodations, and that all maintenance fee assessments or similar charges have been paid through the date of the week deposited or being relinquished in exchange. **Exchange privileges may be denied and a confirmation canceled if all such maintenance fee assessments or similar charges at the Home Resort have not been paid.** A vacation week may not be rented, exchanged, or given to any third party once it has been deposited with the Exchange Program, while II is attempting to fulfill an exchange request, or after II has issued a confirmation. Additionally, if the Vacation Interest is sold after a week has been deposited, while an exchange request is pending with II, or after II has issued a confirmation into a week, such sale must be subject to II's exclusive right to use the week deposited or the week relinquished to the Exchange Program. Any action in contravention of foregoing will subject the Member to an administrative fee, and the Member shall be responsible for all losses incurred by II. Such individual's membership privileges with II will be suspended (without further obligation by II) until such time as all amounts owed II have been paid in full.

28. **II may suspend membership privileges in the event a Member fails to pay an amount owed to the Host Resort, Interval Travel®, II, or any other company related to II.**

29. Confirmations are issued only in the name of the Individual Member placing the exchange request and Host Accommodations may be used only by the Individual Member and accompanying guests, unless a Guest Certificate is obtained from II. There is a fee for each week assigned via a Guest Certificate and it must be paid, plus any applicable tax, when the certificate is requested. This Guest Certificate fee is in addition to the exchange fee required when the exchange request is placed. The Individual Member requesting the Guest Certificate is responsible for the acts and omissions of the individuals occupying the Host Accommodations, including any loss or damage to the Host Resort or the Host Accommodations. **Individuals under the age of 21 are not eligible to receive a Guest Certificate. Additionally, the issuance of a Guest Certificate and the use of the Host Accommodations**

are subject to any restrictions or limitations that may be imposed by the host resort. Members are expressly prohibited from selling or exchanging a Guest Certificate for cash, barter, or other consideration. In the event that any of the above terms are breached, II reserves the right to revoke the Guest Certificate and to terminate the membership of the Member requesting the Guest Certificate.

30. **When enrolled in II's Automatic Renewal Option, annual renewal dues will be charged automatically to the credit card indicated, at the rate applicable at the membership expiration, unless canceled in writing prior to the renewal date. II will provide each member not less than seven (7) calendar days' written notice prior to processing such automatic charge.** Membership will continue from year to year for as long as the Member is eligible for membership. **Membership fees are refundable on a pro rata basis (based upon the number of full months remaining in the applicable membership period) upon II's receipt of a Member's written request for cancellation of his/her membership and a refund. Upgrade fees for Interval Gold status are also refundable on the same basis, provided, however, that the Member also returns to II any Interval Gold membership card(s) that he/she has received.** Failure to renew membership within 90 days from any expiration thereof may require payment of a readmission fee to reinstate membership.

31. The applicable domestic or international exchange processing fee is subject to any applicable tax and must be submitted at the time a request is made. If the request is made by telephone, the exchange fee may be paid by a credit card acceptable to II or by check. However, where the exchange is paid by check, Confirmation will not occur until said check has been received and processed by II. The exchange fee will be refunded only if an exchange cannot be confirmed, if written or oral cancellation is received by II prior to confirmation and if the Individual Member requests its refund in writing. Exchange fees will not be refunded under any other circumstances. If a Guest Certificate is requested by the Member, an additional fee is required at the time the certificate is requested. If II does not issue the Guest Certificate, the certificate fee will be refunded. Guest Certificate fees will not be refunded under any other circumstances.

32. Some jurisdictions have imposed a tax on the occupant of resort accommodations. Consequently, any bed tax, transient occupancy tax, or similar tax that is imposed shall, in those circumstances, be the responsibility of the exchanging Member. Additionally, Members are responsible for all personal charges (e. g., telephone calls and meals) at the Host Resort, any utility surcharge or other permissible charge imposed by a resort, as well as any damage, loss, or theft to the Host Accommodations and facilities that are caused by Individual Members or their guests.

33. Fees, if any, charged by Member Resorts for the use of amenities are determined and levied by each resort. Should the Member desire to use these amenities, such fees are the responsibility of the Member. These fees vary from resort to resort.

34. Residents of certain geographic areas (other than the United States, Canada, and the Caribbean) are subject to different membership and exchange fees which are assessed by local servicing offices or representatives.

35. The terms and conditions of Individual Membership and Exchange, including any fees associated therewith, may be changed by II in its sole discretion. Members will be provided written notice of any such changes.