

**RCI** WEEKS®

# Procedures Manual



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| <b>NORTH AMERICAN<br/>PROCEDURES MANUAL</b>  | SECTION<br>Introduction |
| SUBJECT<br>Statement of Use and Legal Notice |                         |

**Statement of Use**

As an RCI Weeks affiliate, the procedures outlined in this manual apply to your resort.

Currently, RCI has two procedures manuals: RCI Points Procedures Manual and this manual, RCI Weeks Procedures Manual. This manual is designed to assist you in maximizing your affiliate relationship with RCI. Please note that this manual is subject to change from time to time at RCI’s discretion. This manual is available on the RCI Affiliate website: [www.rciaffiliates.com](http://www.rciaffiliates.com). Please refer to the website version to get the most up-to-date procedures. When using the RCI forms referenced in this document please use the exact form; altered forms are not acceptable.

If you have any questions regarding this manual or RCI, please contact your Account Specialist @ 800/451-0044 (plus the 5 digit extension).

**Acknowledgement:** By the execution of the RCI Affiliation Agreement you agree to abide by the procedures set forth in this manual (as updated from time to time.)

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**LEGAL NOTICE:** The information contained in this document is PROPRIETARY and CONFIDENTIAL to Resort Condominiums International, LLC (“RCI”), and has been developed by RCI solely for the purposes set forth herein. By accepting this document, the recipient agrees to keep confidential the information contained herein. This document is being generated solely as a basis to obtain information and facilitate further discussions, and is not binding on RCI in any way. No representations are made as to the accuracy and completeness of this Information. The requirements and specifications are subject to change in RCI’s sole discretion.

Nothing contained herein shall be construed as granting any license or right to use any of the information contained herein for any purpose other than for the purposes set forth herein. Distribution or reproduction of this document or the information that it contains, in its entirety or any portion hereof by any means, electronic, mechanical, or otherwise, for any use or purpose not expressly permitted by RCI is strictly prohibited.

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| <b>NORTH AMERICAN PROCEDURES MANUAL</b>                   | SECTION<br>North America Sales Offices |
| SUBJECT<br>North America Sales Office Contact Information |                                        |

As an affiliate of RCI, your resort is assigned to an RCI Service Team made up of an Account Executive as well as an Account Specialist from our Vacation Plaza in Indianapolis, Indiana. These experienced professionals can assist you in every phase of operation, from marketing support to day-to-day activities and management.

### North America Sales Offices

**Global Headquarters:**

7 Sylvan Way  
Parsippany, NJ 07054  
USA  
Phone: 973/753-6300  
Fax: 973/753-6401

**Caribbean Office:**

Millennia Park  
4901 Vineland Road., Suite # 250  
Orlando, FL 32811  
USA  
Phone: 407/248-0240  
Fax: 407/370-0287

**US Eastern Regional Office:**

Millennia Park  
4901 Vineland Road, Suite # 250  
Orlando, FL 32811  
USA  
Phone: 407/248-0240  
Fax: 407/370-0287

**US Western Regional Office:**

9998 N. Michigan Rd.  
Carmel, IN 46032  
USA  
Phone: 317/805-8062  
Fax: 317/805-9888

**RCI Vacation Plaza:**

9998 N. Michigan Rd.  
Carmel, IN 46032  
USA  
Phone: 800/451-0044  
Fax: 317/805-9604

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| <b>NORTH AMERICAN PROCEDURES MANUAL</b>                                                                      | SECTION<br><br>Brand Use Guidelines |
| SUBJECT<br><br>General Guidelines Applicable to Authorized Marketers for RCI Weeks and RCI Points Affiliates |                                     |

1. Definitions.

- 1.1. "Authorized Marketer" means any broker, marketer, sales or marketing company, reseller/wholesaler, rental program operator or other legal entity or individual engaged by an RCI Affiliate to promote an RCI Exchange Program, submit member documentation to RCI and/or perform services associated with the operation of an RCI Exchange Program and which has been approved in writing by RCI in accordance with the respective RCI Affiliate's affiliation agreement.
- 1.2. "RCI Affiliate" or "RCI-Affiliated Resort" means a legal entity or property that has an affiliation agreement with RCI providing for such property's or entity's participation in an RCI Exchange Program.
- 1.3. "RCI Exchange Programs" means the RCI Weeks Exchange Program, the RCI Points Exchange Program and The Registry Collection Exchange Program.
- 1.4. "RCI Marks" means any trademarks or service marks owned or controlled by RCI and licensed to RCI Affiliates, on a limited basis, from time to time.
- 1.5. "VOI" means a vacation ownership interest in an RCI-Affiliated Resort(s) which is sold by a RCI Affiliate or Authorized Marketer.

2. Relationship of Authorized Marketer to RCI and Secondary Nature of RCI Exchange Programs.

- 2.1. Authorized Marketers shall, in all written and verbal sales and marketing communications, primarily market the VOI being sold ("VOI") and emphasize the benefits to be gained from ownership and use of the VOI as the primary reason for purchasing the VOI.
- 2.2. Authorized Marketers shall not market the benefits to be gained from access to the RCI Exchange Programs as the main or principal reason for purchasing the VOI and shall position such access solely as a secondary benefit of ownership.
- 2.3. Authorized Marketers may not sell or market access to the RCI Exchange Programs as the primary product being sold. For the avoidance of doubt, Authorized Marketers shall not market any RCI product or service, including without limitation "RCI Points" or The Registry Collection "credits," as the product being sold. Authorized Marketers shall always market their products (including, but not limited to, VOIs) as separate and distinct from the products and services offered by RCI through the RCI Exchange Programs.



- 2.4. The VOI to be marketed or sold by an Authorized Marketer shall be substantively the same (i.e., same legal structure, features and purchaser rights) as the VOI which is subject to the RCI Affiliate's registered timeshare plan and described in the RCI Affiliate's application for RCI affiliation. Authorized Marketers must comply with all applicable laws.
- 2.5. Authorized Marketers shall ensure that new owners understand that i) a membership agreement between a purchaser or corporate participant and RCI is a separate and distinct contract from a purchaser's agreement with the RCI Affiliate or other Authorized Marketer, ii) RCI is not the seller or promoter of the RCI Affiliate's or Authorized Marketer's products (including, without limitation, the VOI), iii) RCI conducts exchange programs made available to purchasers at the RCI-Affiliated Resort and no joint venture, partnership or contract of agency exists between RCI, the RCI Affiliate and/or the Authorized Marketer, iv) RCI's responsibility for representations concerning the RCI Exchange Programs is limited to those representations made in materials supplied by RCI, v) there is no assurance that the affiliation agreement between the RCI-Affiliated Resort and RCI will continue, vi) RCI does not own, control or operate the RCI-Affiliated Resort(s) and makes no representations as to the continued viability of the resort and vii) the RCI-Affiliated Resort's affiliation with an RCI Exchange Program does not represent a warranty or indication of the status or condition of the developer, the Authorized Marketer or the RCI-Affiliated Resort.
- 2.6. Authorized Marketers shall not misrepresent the RCI Exchange Programs or RCI's relationship to the RCI Affiliate or Authorized Marketer to purchasers or prospective purchasers or make any representation to those parties which could lead to any confusion about such relationship, the RCI Exchange Programs or the services and benefits offered in connection therewith.
3. Presentation of RCI Exchange Programs. Each Authorized Marketer shall explain properly how the RCI Exchange Programs work. Each Authorized Marketer shall ensure that new owners understand the applicable terms and conditions of membership that are printed on the back of the applicable member agreement. Authorized Marketers shall not offer the RCI Exchange Programs as an investment, in conjunction with the sale of a security, through an emphasis on any profit or appreciation, or in connection with any rental pool.
4. Permitted Use of RCI Marks.
- 4.1. Notwithstanding anything to the contrary in these guidelines, an Authorized Marketer shall have no rights to use RCI Marks of any kind, unless such Authorized Marketer is submitted by an RCI Affiliate (together with a copy of the RCI Affiliate's proposed agreement with the Authorized Marketer) to RCI for approval and RCI, in its sole discretion, accepts such application and such Authorized Marketer provides RCI with a signed Authorized Marketer Acknowledgement in the form required by RCI from time to time.
- 4.2. Authorized Marketers have a non-exclusive right to use RCI Marks only on and in connection with the Authorized Marketer's services in promoting the RCI Exchange Programs, submitting member documentation, and coordinating activities and performing services associated with the operation of the RCI Exchange Programs at the RCI-Affiliated Resort. Authorized Marketers shall

not hold themselves out as “authorized”, “endorsed”, “licensed” or similar designation by RCI. The term “Authorized Marketer” is an internal term for use solely in these Brand Use Guidelines.

- 4.3. Authorized Marketers shall not use or permit the use of the RCI Marks, in whole or in part, on or in connection with any other business, including, but not limited to, travel related services, financing services, reservation services, resort management services or resort rental enterprises.
  - 4.4. Authorized Marketers shall not permit, sublicense or authorize any other person or entity of any kind to use RCI Marks in any manner without RCI’s prior written approval.
  - 4.5. Authorized Marketers shall not amend, summarize, change or modify any materials supplied to them by RCI without RCI’s prior written consent or delete, alter or obscure any proprietary notice or legend contained thereon.
  - 4.6. Authorized Marketers may use the RCI Marks on their promotional materials, advertising and owner communications only as prescribed by RCI in this RCI Procedures Manual and other materials furnished to Authorized Marketers from time to time. Authorized Marketers may not use RCI Marks or any derivative thereof in any domain name, company name, assumed name, brand, logo, trademark or service mark without RCI’s prior written approval.
  - 4.7. Each Authorized Marketer shall promptly submit to RCI one copy of all printed or visual materials (not supplied by RCI) bearing one or more of RCI Marks for prior written approval in RCI’s sole discretion. Authorized Marketers shall comply with all requests of RCI with respect to the appearance and use of the RCI Marks, including any requests to change the form or style of the RCI Marks.
  - 4.8. Authorized Marketer shall at all times consistently use the RCI Marks so as to ensure that RCI’s rights are adequately preserved.
  - 4.9. RCI reserves the right to secret or mystery shop the Authorized Marketer’s sales and marketing operations from time to time and Authorized Marketers shall cooperate in connection with any such shop. Upon request, Authorized Marketers shall provide RCI with copies of any sales and marketing materials or scripts (including without limitation any materials bearing RCI Marks) utilized by Authorized Marketers.
  - 4.10. RCI reserves the right to suspend or terminate an Authorized Marketer’s rights to use RCI Marks at any time and for any reason.
5. Conflict; Amendment. In case of any direct conflict between these Brand Use Guidelines and the applicable affiliation agreement or Authorized Marketer Acknowledgement, the terms of the affiliation agreement and Authorized Marketer Acknowledgement shall govern. RCI has the right to amend these Brand Use Guidelines from time to time in its sole discretion.

# **MEMBER ACCOUNT MANAGEMENT**

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| <b>NORTH AMERICAN PROCEDURES MANUAL</b> | SECTION<br>Member Account Management |
| SUBJECT<br>Presenting RCI Weeks         |                                      |

***As outlined in the Resort Affiliation Agreement, resorts are responsible for enrolling new purchasers as RCI members. To expedite enrollment and ensure that your new owners fully understand the benefits of the RCI Exchange Program, please follow these guidelines:***

### **Presenting RCI Weeks**

Include the components listed below every time you present the RCI Weeks Exchange Program to your new purchasers. These presentation features will help you provide a concise explanation of what RCI membership means to vacation owners.

- **Publications**

Promote the national and international scope of the RCI Exchange Program by distributing the current issue of the *Endless Vacation*<sup>®</sup> magazine and the *RCI*<sup>®</sup> *Directory of Resorts* to all new owners at your resort. *RCI Weeks Enhancements A Good Thing Even Better* is a member facing publications which explains in detail how the RCI Weeks<sup>®</sup> Exchange program works. Copies are available for resort staff on [www.rciaffiliates.com](http://www.rciaffiliates.com).

### **Explaining the Terms and Conditions of Membership**

Be sure that your new owners understand the Terms and Conditions of RCI Weeks Subscribing Membership that are printed on the back of the Enrollment Application. Terms and Conditions of RCI Weeks Subscribing Membership can also be found in *The RCI*<sup>®</sup> *Directory of Resorts*, *The RCI Weeks*<sup>®</sup> *Disclosure Guide* and on-line at [www.rci.com](http://www.rci.com).

- **Relationship to the Timeshare Sales Contract**

A membership agreement between a purchaser or corporate participant and RCI is a separate and distinct contract from a purchaser's agreement with the developer or seller of a vacation plan.

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| <b>NORTH AMERICAN PROCEDURES MANUAL</b> | <b>SECTION</b><br>Member Account Management |
| <b>SUBJECT</b><br>Presenting RCI Weeks  |                                             |

**Seasonal Demand Designations or Unit Occupancy Changes**

**As circumstances change, the seasonal designations and maximum/private occupancy originally assigned to your resort may need to be revised.**

**Member Notification**

If RCI changes the seasonal designations or maximum/private occupancy originally assigned to your resort, RCI makes the appropriate changes in RCI's database and on-line at [www.rci.com](http://www.rci.com).

- **Upgrade**

All existing owners and future purchasers are given the benefit of seasonal demand designations or maximum/private occupancy upgrade for all future transactions.

- **Downgrade**

If the seasonal demand or maximum/private occupancy must be downgraded, your existing owners *may* be adversely affected. Your Account Executive will work closely with you to ensure your owners are advised of the downgrade and will provide information to assist your owners in the transition.

Members enrolled by the resorts after the implementation of the downgrade are subject to the newly established seasonal demand designations and maximum/private occupancy.

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| <b>NORTH AMERICAN PROCEDURES MANUAL</b> | SECTION<br>Member Account Management |
| SUBJECT<br>Enrolling Owners in RCI      |                                      |

- **Enrollment Effective Date**

As soon as RCI receives and accepts a properly completed Developer Enrollment Application and the appropriate fees, a purchaser becomes a subscriber to *Endless Vacation*<sup>®</sup> magazine and through such subscription is able to use the RCI Weeks Exchange program. *Endless Vacation*<sup>®</sup> magazine is the official publication of RCI and RCI benefits are obtained only via subscription to the *Endless Vacation* magazine. Use of the term “membership” or “member” in this document is intended to denote subscription to the *Endless Vacation*<sup>®</sup> magazine.

- **Duration of RCI Membership**

Once enrolled, purchasers can maintain their RCI Weeks subscribing memberships as long as they own vacation time and pay the annual *Endless Vacation*<sup>®</sup> subscription fees. Subscription fees entitle purchasers to all RCI Weeks member benefits, including use of the RCI Weeks Exchange Program.

- **Terms and Conditions**

Applicants agree to abide by the Terms and Conditions of RCI Weeks subscribing membership outlined on the Enrollment Application and in the *RCI*<sup>®</sup> *Directory of Resorts*. Changes in the Terms and Conditions are made available through either the *RCI*<sup>®</sup> *Directory of Resorts*, *Endless Vacation*<sup>®</sup> magazine or at RCI’s member website, [www.rci.com](http://www.rci.com).

- **Endless Vacation<sup>®</sup> Subscription**

Subscriptions expire one year from the month that the purchaser is enrolled. If a member’s subscription lapses for more than 90 days, all RCI membership benefits—including vacation exchange privileges—are cancelled. Reinstatement as a member may require a \$200 initiation fee plus the current year’s subscription fee.

## **Handling Special Enrollment Situations**

- **Co-Owners**

- *Multiple Owners, Same Residence:*

A maximum of two co-owners residing at the same address may be established under one membership.

- *Multiple Owners, Multiple Residences:*

When two or more parties residing at different addresses purchase vacation time jointly, each party must be enrolled separately. The resort submits separate Developer Enrollment Applications and fees for each co-owner.

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| <b>NORTH AMERICAN PROCEDURES MANUAL</b>   | <b>SECTION</b><br>Member Account Management |
| <b>SUBJECT</b><br>Enrolling Owners in RCI |                                             |

- **Corporate Owner**  
If a corporation, partnership or trust owns vacation time, the RCI membership must be held in the individual name of one corporate officer, partner or trustee.
- **Whole-Unit Owner**  
Resorts should indicate “whole-unit owner” on the Enrollment Application for any purchaser who buys an entire unit (all 52 weeks).
- **Owners of Non-Consecutive Years**  
Owners of biannual, odd/even, rotating or other flexible vacation ownership arrangements are classified as owners of floating time for RCI purposes. These owners must maintain their RCI memberships to receive RCI benefits. The specific schedule/type of ownership should be indicated on the Enrollment Application.
- **RCI Points Owners**  
Owners of another property which is a participant in RCI Points may also enroll into RCI Week Exchange Program. Resorts should submit a Developer Enrollment Application and RCI will establish a new ID number for the member, if needed.

### **Completing the Developer Enrollment Application**

- **Owner Information**
  - Owner(s) last name, first name, middle initial
  - Owner(s) Social Security number
  - Co-owner(s) last name, first name, middle initial (if applicable)
  - Co-owner(s) Social Security number
  - Owner(s) address, city, state, Zip Code, country name
  - Birth date(s) and Country(ies) of Citizenship required for OFAC Compliance
  - Day and evening phone numbers
  - E-mail addresses for both owners – A missing e-mail address will delay RCI’s welcome and communication to the new member
- **Ownership Information**
  - **Purchasers of fixed and/or /floating vacation time:**
    - Unit number(s) and type(s) purchased, when applicable
    - Maximum/private occupancy of the unit(s) purchased, when applicable
    - Interval number(s) purchased
    - Number of interval(s) purchased
    - Unique schedule for non-consecutive year ownership

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| <b>NORTH AMERICAN PROCEDURES MANUAL</b>   | <b>SECTION</b><br>Member Account Management |
| <b>SUBJECT</b><br>Enrolling Owners in RCI |                                             |

- **Purchaser Signatures**

Every purchaser must sign the Enrollment Application. The new owner keeps one copy of the form another copy stays with the affiliate and another copy is sent to RCI along with the enrollment fees for processing.

- **Fees**

- Initiation Fees: The initiation fee is \$200 per member. This fee is waived if RCI receives the completed and signed Enrollment Application and applicable enrollment fee from the resort within 45 days of the purchase date.
- Enrollment fees are available on line at [www.rci.com](http://www.rci.com). Resort staff may also contact their Account Executive or Account Specialist for enrollment rates.

### **Submitting Developer Enrollment Applications**

When submitting Developer Enrollment Applications, remember to include:

- The completed and signed Enrollment Application(s)
- One check covering the proper fees for all purchasers being enrolled
- Weekly Enrollment Report (Copies of which can be ordered on line at the RCI Resort Marketing Products E-Store – link to site available on [www.rciaffiliates.com](http://www.rciaffiliates.com).) that includes:
  - First and last names of all new purchasers enrolled during the week (Please note co-ownership status after names, when applicable.)
  - Amount paid for each enrollment
  - Number of years for which each owner is being enrolled
  - Quantity and edition year of directories (*RCI® Directory of Resorts*) and supplements given to each purchaser
  - Number of New Member Kits given to each purchaser, if applicable

### **Processing Enrollments**

When RCI receives your weekly packet of membership enrollment materials, the enrollment information is entered into the RCI system. This creates a service-history file for each new member. The RCI ID cards are sent out to the new members in 4-6 weeks from the time the enrollment is sent in to RCI.



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| <b>NORTH AMERICAN PROCEDURES MANUAL</b>     | SECTION<br>Member Account Management |
| SUBJECT<br>Membership and Ownership Changes |                                      |

***Using information provided by the resort and the Developer Enrollment Application, RCI creates a service-history file for each member. The resort and the individual member share responsibility for supplying RCI with updates. Because inaccurate data can cause delays in processing Vacation Week deposits and exchange requests, it is important that RCI receives the information promptly. This section outlines the specific information that you, as a resort, must submit.***

### **Member Address and Name Changes**

Submit all address changes on a Membership Information Update form (available at [www.rciaffiliates.com](http://www.rciaffiliates.com) ) to your Account Specialist.

Note: RCI's Customer Service Department handles all name changes on an account. Members must initiate this request by contacting the RCI call center at 800/338-7777 or via [www.rci.com](http://www.rci.com).

### **Ownership Changes**

Your Account Specialist must be notified any time there is a change in ownership, including the sale of a week, upgrade and/or additional purchase. Two forms cover all situations:

- **Membership Information Update Form (Submitted by the Resort)**  
This form notifies RCI of ownership additions and changes such as a change to maximum/private occupancy. This form (available [www.rciaffiliates.com](http://www.rciaffiliates.com)) should also be submitted if an owner sells a week but still owns vacation time at your resort or at another RCI-affiliated resort. If the member owns no other weeks and wishes to cancel the RCI membership, submit a Membership Cancellation Form to RCI Accounting (available at [www.rciaffiliates.com](http://www.rciaffiliates.com)). Please note all forms may be downloaded on line at [www.rciaffiliates.com](http://www.rciaffiliates.com).
- **Membership Transfer Application (MTA)**  
A Membership Transfer Application is used when an owner sells their unit/week and wishes to transfer the RCI membership and/or pending activity to the new owner or purchaser. The purchaser(s) and the seller(s) must sign the completed Membership Transfer Application and submit it together with the applicable processing fee. If the RCI membership reflects two members, both signatures are necessary. A current Membership Transfer Application can be obtained by owners online at RCI's member website [www.rci.com](http://www.rci.com). For resort staff, a copy is also available on [www.rciaffiliates.com](http://www.rciaffiliates.com) or by contacting your Account Specialist. When completed, the Membership Transfer Application and a copy of the "updated recorded" deed should be sent to RCI's Customer Service Department.

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| <b>NORTH AMERICAN PROCEDURES MANUAL</b>           | SECTION<br>Member Account Management |
| SUBJECT<br>Membership Cancellation and Suspension |                                      |

### **Membership Cancellation**

A resort must send an RCI Membership Cancellation form (*available at [www.rciaffiliates.com](http://www.rciaffiliates.com)*) to RCI Accounting when an RCI member no longer owns vacation time at an RCI-affiliated resort and the resort wishes to cancel membership. This notification is extremely important because it prevents non-owners from making deposits or withdrawals from RCI. Please be careful when completing a cancellation request as errors can result in the loss of exchange privileges for a member in good standing. Any future Vacation Week deposit activity that has occurred against the week associated with this cancellation will remain with RCI. Forms may be downloaded on-line at [www.rciaffiliates.com](http://www.rciaffiliates.com).

### **Suspension of Membership Benefits**

When an RCI membership is cancelled, all exchange privileges are terminated. If there is pending activity, the membership will be cancelled as soon as that activity has been completed.

- **If no refund** of subscription fee is requested, the member is entitled to all member benefits (except the exchange privilege) through the paid expiration date.
- **Refunds**
  - A written refund request must be submitted. Resorts should write the word “REFUND” on the bottom of the RCI Membership Cancellation form to receive a refund check.
  - **Amount of refund to resort:**
    - Full refund if RCI receives the request within two months of receipt of the enrollment materials
    - From 2-6 months, a prorated refund is given, prorated by the month.
    - No refund if RCI receives the request more than six months after receipt of the enrollment materials
- **Reinstating a Cancelled Membership**  
If a resort cancels an owner’s RCI membership by mistake, the owner should be reinstated. To reinstate a member cancelled at the resort’s request, submit a new enrollment application with applicable annual subscription fees. The \$200 initiation fee may be required.

### **Obtaining Additional Forms**

You may download additional Membership Information Update forms on line at [www.rciaffiliates.com](http://www.rciaffiliates.com); contact your Account Specialist for the username and password in order to access these forms on-line.

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| <b>NORTH AMERICAN PROCEDURES MANUAL</b>  | SECTION<br>Member Account Management |
| SUBJECT<br>Maintenance Fee Block Program |                                      |

***RCI offers a program that allows resorts to control delinquent owners' access to RCI Weeks benefits and privileges. This program assists resorts in reducing the number of "repeat offenders" at no cost. In order to participate in this program, the RCI Weeks affiliate must sign and submit an Indemnification Undertaking agreement. The agreement relieves RCI of any legal ramifications associated with offering this service. Contact your Account Specialist to participate. Some details of the program include the following:***

- A signed Indemnification Undertaking agreement is required. You will also need to contact your Account Specialist to discuss Transfer Clause options.
- The program prevents or "blocks" an RCI Weeks member's use of current unused and deposited week intervals associated with the particular ownership being "blocked".
- The resort sends a completed RCI Weeks Delinquent Owner Update form to block or unblock a member's ownership. There are two different forms. Form I should be used when the owner's RCI ID# is not available; Form II should be used if the ID# is available. (See the Sample Forms section in back of this manual.)
- Based on the transfer clause (within the Indemnification Undertaking), the block does NOT necessarily return the Use Rights of the inventory to the resort.
- Forms should be e-mailed to your Account Specialist.

**Note:** Resorts are prohibited from using the Maintenance Fee Block program as a collection tool prior to the maintenance fee being delinquent. RCI requires that a maintenance fee block against a member's ownership only be placed when the maintenance fee has been billed and later becomes delinquent.

# **INVENTORY MANAGEMENT**

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| <b>NORTH AMERICAN PROCEDURES MANUAL</b> | SECTION<br>Inventory Management |
| SUBJECT<br>Committing Inventory to RCI  |                                 |

***Depositing vacation time into the RCI Spacebank® pool is the first step to making an exchange. The deposited vacation time may:***

- *be deposited up to 2 years in advance and down to 14 days prior to the start date (early depositing maximizes the week's trading value)*
- *less than 14 day deposits may be permitted for an additional fee*
- *be used for travel up to 1 year prior to the deposited week's start date*
- *be used 2 years after the week's start date*

***There are three different types of vacation time that are deposited with RCI. The three types are Member Deposits, Reserve Unit Deposits and Bulk Bank Deposits.***

### **Member Deposits**

Owners who are RCI members may deposit Vacation Weeks under the guidelines found in the *RCI® Directory of Resorts*, current issues of *Endless Vacation®* magazine and via the Internet at [www.rci.com](http://www.rci.com).

- Fixed week owners may contact RCI via phone at 800/338-7777 or on-line at [www.rci.com](http://www.rci.com) to deposit their vacation weeks. RCI instructs float week owners to contact their home resort to ask for the vacation week assignment and also check if it is okay to deposit the week with RCI.
- Resort personnel may deposit vacation time on their owners' behalf through the ResortLink® system or by contacting their Account Specialist.
- **Spacebank® and Ownership Verification by Fax**  
For those resorts not utilizing ResortLink® System, RCI faxes a list of member deposits and ownership verifications. These are new ownership and member deposits which are pending resort approval. Resort personnel will review the fax, indicate approval or rejection, and return the fax back to RCI.
- **53<sup>rd</sup> Week Assignments**  
Because of the nature of the timeshare calendar each resort will have a "53<sup>rd</sup> week" every five or six years depending on the calendar used. If a standard RCI calendar is used, the 53<sup>rd</sup> week is indicated on RCI's 25-Year Vacation Calendar. Use of the 53<sup>rd</sup> week is determined by the resort or the Homeowners' Association and may include sales incentives, maintenance weeks or week 52 owner use. Usage of week 53 should be included on the Application for Resort Affiliation. Changes in week 53 usage must be provided to your Account Executive or Account Specialist.

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### **RCI Points Owners - Points for Deposited Week**

An RCI Points member who also owns a week at a non-RCI Points affiliated resort may be eligible for the Points for Deposit Program. This program allows the owner to receive RCI points for a previously deposited week in the RCI Weeks Spacebank® pool. Certain conditions apply. Resorts should contact their Account Specialist with any questions. Members should contact an RCI Vacation Guide for details.

### **Reserve Unit Deposits**

Reserve Unit Deposits are weeks that a resort provides to RCI until 90 percent of the project is sold. The number of Reserve Units each resort is required to provide is specified in the Resort Affiliation Agreement. Reserve Units are deposited with RCI on a yearly basis. The Account Specialist will contact each resort to communicate regarding upcoming reserve unit deposits. These deposits are noted on the Affiliate Reporting Tools and The Resort Weekly Activity Report by the resort ID number followed by 09999. The reserve unit is referred to as a “BACKUP”.

### **Bulk Bank Deposits**

RCI and each resort work together to provide the best exchanges possible for your owners and generate qualified leads for your sales team. To help facilitate these common goals, RCI has made available to you the “RCI Weeks Bulk Bank” program. Not only does this program provide your owners an effortless banking process of Vacation Time, it also provides you added flexibility and control over your inventory. The Bulk Bank program allows you to bank inventory prior to assigning a piece of inventory to a specific owner. By banking your ownership inventory in a Bulk Bank account up to two years in advance of the week’s start date, you are ensuring that your owners receive the best Trading Power available for a particular week prior to assigning it to one of your owners. Also by banking additional inventory up to two years in advance you are helping your resort with maximum utilization, which increases the flow of RCI inbound guests who may be potential leads for your sales staff.

### **Bulk Bank Deposit Uses**

You can use the Bulk Bank deposits in a variety of ways other than an ownership assignment:

- an owner/guest rewards program to owners who are also RCI Weeks members
- internal resort marketing programs such as “mini-vacs”
- an RCI authorized and approved marketing program that your resort wishes to initiate

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| <b>SUBJECT</b><br>Committing Inventory to RCI |                                        |

### **Bulk Bank Deposit Restrictions**

Because the inventory placed in the Bulk Bank program becomes RCI managed inventory and is for the sole use of RCI, there are a few Bulk Bank inventory restrictions. To ensure the resort's appropriate use of Bulk Bank inventory, be sure to contact your Account Executive or Account Specialist for clarification. The restrictions are as follows:

- The selling of Bulk Bank inventory by your resort to outside parties is prohibited by RCI, unless it is for a "mini-vac" type marketing program or another RCI authorized program.
- Your resort cannot transfer unused Bulk Bank inventory for any use other than a use for a "mini-vac" type marketing program or another RCI authorized program involving someone who is not an existing member of the RCI Weeks exchange program.

The Bulk Bank program is a cooperative effort between RCI and you, whereby:

- you can better manage your inventory and reduce unused inventory
  - fulfill year-end demand for unit assignments from your owners
  - you can help maximize the Trading Power for the week assigned to your owners
  - you and RCI can maximize usage and increase customer satisfaction
  - your sales staff is provided with valuable sales leads
- To achieve these goals, follow three simple steps:
1. Determine the projected Vacation Week deposits of your owners on an annual basis. A statistical summary of historical Vacation Week deposits can be provided by your Account Specialist upon request.
  2. Deposit the number of weeks needed into your specific Bulk Bank account. RCI recommends doing this as early as possible and at least 12 months in advance.
  3. Transfer those weeks as needed to fulfill the exchange needs of eligible owners.

Resort staff personnel that use ResortLink® have the convenience of depositing and transferring bulk bank deposits on-line.

Effective use of your bulk bank account will put you in control of Vacation Week deposits at your resort and help your staff more efficiently manage unit assignments. Equally important, it will enhance owner satisfaction by increasing the Trading Power and flexibility of unit assignments available to them.

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| <b>NORTH AMERICAN PROCEDURES MANUAL</b> | SECTION<br>Inventory Management |
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## **Deposit and Transfer Procedures**

- Resorts using the ResortLink® system may enter Bulk Bank deposits electronically on-line. Resorts without ResortLink® notify their Account Specialist by e-mail or fax about units and intervals to be deposited. All Bulk Bank deposits must be received by RCI at least 35 days prior to the start date of the week being deposited. The activity is reflected in the on-line RCI resort reporting tools.
- Resorts that use ResortLink® may transfer the previously deposited inventory to the eligible owner accounts. Follow procedures for Bulk Bank Transfer found in the ResortLink® User Manual.
- Resorts without ResortLink® may submit the Bankings/Transfers form obtained from your Account Specialist by the following methods:
  - via any of the following fax number:
    - **317/805-9604**
  - via internet e-mail  
Ask your Account Specialist for his or her e-mail address.
  - via telephone  
Call your Account Specialist at 800/451-0044, plus their 5 digit extension
- **Resort Notification**  
All Bulk Bank deposits and transfers appear via RCI resort reporting tools which may include The Weekly Resort Activity Report.
- **Bulk Bank Deposit Return Notices**  
Bulk Bank deposits are eligible to be returned to the resort. These deposits may be returned if they have not been transferred to an owner's RCI account and RCI has not assigned an inbound to the unit/week 21 days or less prior to the start date.



# **MAKING THE RCI WEEKS EXCHANGE**

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| <b>NORTH AMERICAN PROCEDURES MANUAL</b>      | SECTION<br>Making the RCI Weeks Exchange |
| SUBJECT<br>Requesting, Confirming, Canceling |                                          |

### **Deposit, Request and Travel Windows**

- **Deposit:** Members may deposit a week as early as 2 years (730 days) before the start date down to 14 days before the start date. Early depositing maximizes the trading power of the week. *Note:* Float week owners will need to contact their resort to receive an assignment prior to depositing.
- **Request:** RCI members may request a vacation up to two years in advance down to 2 days (48 hours) prior to the desired check-in date.
- **Travel:** Members may travel on their deposited vacation week as early as one year before the start date of the week deposited or as late as two years after the start date.

### **Grace Period**

- A Grace Period is offered in order to give members a predetermined amount of time to cancel an exchange without loss of any exchange fees (including Guest Certificate fees) or their vacation deposit.
- The Grace Period is defined as the time span between the day an exchange was made and the end of the next business day.

### **Cancellations**

- When a member cancels a confirmed vacation week, it is again available to reuse for another exchange. However, it is best to cancel as early as possible to retain a good trading power value. Canceling last minute decreases the value of the week.
- Cancellations made at least 21 days in advance of the start date lose the entire exchange fee if cancelled after the grace period (end of business the following business day) see [www.rci.com](http://www.rci.com) for current RCI Weeks fees.
- Cancellations made 20 days or less in advance of the start date result in the forfeiture of the entire exchange fee.
- The purchase of Vacation Protection can help mitigate the impact in the event that member's vacation plans change by restoring the deposits Trading Power and the exchange fee paid.

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| <b>NORTH AMERICAN<br/>PROCEDURES MANUAL</b>                          | <b>SECTION</b><br>Making the RCI Weeks Exchange |
| <b>SUBJECT</b><br>Extending Banking Expiration Date; RCI Member Fees |                                                 |

### **Extending Vacation Week Expiration Dates**

RCI members have the ability to extend their vacation week expiration dates up to a full year beyond the normal expiration date. The member must call prior to the week's expiration date to request this option. There is a fee involved.

A current list of RCI Weeks Member fees can be found on at [www.rci.com](http://www.rci.com).

# **HOSTING THE EXCHANGE**

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| <b>NORTH AMERICAN PROCEDURES MANUAL</b> | SECTION<br>Hosting the Exchange |
| SUBJECT<br>Honoring Exchanges           |                                 |

**When an RCI member receives an Exchange Confirmation for your resort, the member expects the same high-quality vacation experience enjoyed at the member's own resort.**

***As a successful vacation host, you offer first-rate amenities and accommodations and provide efficient and friendly service. Easy check-in and check-out procedures, personal attention to guests and assistance in arranging recreational activities and sight-seeing trips all contribute to making a vacation experience enjoyable.***

***When exchange guests enjoy a great vacation, everyone benefits. Guests receive the relaxing escape they deserve, plus they pass along positive comments about your resort and about vacation ownership.***

### **Check-In Information**

RCI provides check-in information to members at the time of confirmation. The resort is required to honor the check-in date listed on the Exchange Confirmation.

### **Guest Registration**

When guests arrive, ask them to present an RCI Exchange Confirmation form or RCI Guest Certificate, an RCI ID Card and/or personal identification. Resorts may also wish to consider collecting a security deposit in the form of a credit card imprint. These suggestions protect the resort's interests as all inbound guests are responsible for all charges and any damages they incur and not RCI.

### **Close Date Notifications**

Close date notifications are reservations made no more than 21 days prior to and down to the actual check-in day. All Close Date inbound reservations and cancellations may be accessed through ResortLink® using option #26 on the Express Command Menu (rl2k.rci.com). This information is also available via the on-line RCI reporting tools. Resorts not using ResortLink® receive an auto-generated fax (available Mon-Fri only) if there are Weeks Close Date confirmations or cancellations. Contact your Account Specialist with questions. For those reservations made within 48 hours of check-in day, The RCI Member Services Department should notify the resort regarding the close date reservation. Management companies and large development entities that manage their inbound reservations may need to access the RCI Weeks Arrival Report in ResortLink® on a daily basis since they may not receive a notification via fax.

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| <b>NORTH AMERICAN PROCEDURES MANUAL</b> | SECTION<br>Hosting the Exchange |
| SUBJECT<br>Honoring the Exchange        |                                 |

### **Denying Accommodations**

- If the member's party exceeds the Maximum Occupancy stated on the Exchange Confirmation or Guest Certificate, the resort may deny accommodations to the additional members of the party.
- Resorts may deny accommodations to an RCI member when the member's identification does not match the information on the Exchange Confirmation or Guest Certificate.

### **Providing Alternate Accommodations**

In the event that the unit described on the Exchange Confirmation or Guest Certificate is not available, the resort is obligated to provide alternative accommodations that are comparable in size and occupancy to the confirmed unit. The alternative accommodations must be located at the same resort or at a location acceptable to the member.

### **Member Privileges**

RCI members and exchange guests are entitled to the same rights and privileges extended to your owners, including the use of resort amenities.

### **Fees**

RCI exchange guests are not obligated to pay maintenance fees at the resort to which they travel on an exchange vacation. However, if owners pay mandatory non-maintenance related fees, such as security deposits, electrical surcharges, occupancy taxes etc. or charges for any on-site amenities, resorts may require RCI exchange guests pay them as well. This information must be given to RCI in advance so that it can be communicated to members through the company's various publications.

### **Reporting Disruptive Guests**

Exchange guests should observe the rules and regulations that have been established for unit owners. If an RCI exchange guest behaves inappropriately or does not adhere to established rules of the RCI® Exchange Program (such as size of party, use of Guest Certificates, etc.), please notify your Account Specialist. Under certain conditions, misuse of resort property by an RCI member may be in violation of the Terms and Conditions of RCI Membership and RCI may cancel the membership of the individual involved.

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| <b>SUBJECT</b><br>Honoring the Exchange     |                                        |

### **Recovering Unpaid Bills or Losses from Damages**

If an RCI inbound exchange guest destroys property or does not pay a bill incurred while a guest at the resort, send the bill and an explanation of the charges directly to the guest. If a positive response is not received within two weeks, send a follow up notice to the guest. If no response is received by the end of 30 days, notify your Account Executive in writing. Include copies of all bills and correspondence related to the matter. While RCI is not responsible for the acts of exchange guests and cannot guarantee that the exchange guest will reimburse the resort, RCI will follow up with the member via letter correspondence. In some cases, nonpayment may be a violation of the Terms and Conditions of RCI Membership, and the individual's membership may be cancelled. Resort staff should weigh the administrative costs of recovering relatively minor charges against the actual dollar loss.

### **Compliance with laws**

Affiliate shall comply with all state, federal and local laws, regulations, ordinances and codes, including but not limited to the applicable provisions of the Americans with Disabilities Act as well as all state and local disability accessibility laws. Resorts are required to accept individuals who utilize service animals without additional charge, as required by state, federal and local law.

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| <b>NORTH AMERICAN<br/>PROCEDURES MANUAL</b>     | SECTION<br><br>Hosting the Exchange |
| SUBJECT<br><br>Business Interruption Procedures |                                     |

**Your Account Specialist and Account Executive will work closely with you to determine the extent of damage and clarify refurbishment/construction schedules in the event of a business interruption (natural disaster, acts of terrorism, etc.) This information helps RCI respond appropriately and initiate the necessary steps to assist you, your owners and exchange guests.**

**Resort Responsibilities:**

- Make sure RCI has your resort’s primary contact’s cell phone number on file for use in case of a business interruption. In the event regular phone lines fail, cell phones are critical to maintain good communication.
- Once voluntary and/or mandatory evacuations are announced, advise your RCI Account Specialist and/or Account Executive.
  - Call the RCI check-in desk (866-280-7685) for immediate assistance if you are calling after business hours or on the weekends.
- Immediately after the disaster, contact your Account Specialist or Account Executive to advise:
  - Provide specifics on damaged units, amenities, and access/road limitations to the resort, etc.
  - any inbound guests who are still occupying units
  - any owners being accommodated
  - damage to alternative arrangements for facilities or amenities
  - the need to notify future inbound guests regarding minor damage
  - any impact to area businesses
  - projected occupancy date(s) of resorts/impacted units
- Continue to keep in contact with RCI regarding the status of the event.

**Freeze Language from the RCI Affiliation Agreement**

“Should there be any event during which time any deposited Unit is uninhabitable or if either the Affiliate or RCI has placed any deposited Unit in a “freeze” status (collectively, the “Affected Units”) then Affiliate shall compensate RCI, within thirty (30) days after receipt of invoice from RCI, by providing RCI periodically in accordance with RCI’s reconciliation/invoicing policies with: (i) comparable replacement inventory for RCI’s purposes that is available for check in not less than 10 months and no more than 2 years after deposit of the comparable replacement inventory, and the acceptance of such comparable replacement inventory is subject to RCI’s prior approval; or (ii) other consideration acceptable to RCI that is equivalent to the Affected Units as determined



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solely by RCI utilizing RCI's proprietary information, including information regarding the operation of the RCI Exchange Program. For the purposes of this paragraph, "Freeze" means where either RCI or Affiliate has suspended accepting any Exchanges into any of the Units."

**RCI Responsibilities:**

- communicate business interruption status to our Member Services Department to keep vacation guides updated
- Notify exchange guests with immediate and future check-in dates to advise of any changes to their vacation (i.e. damage to the area, cancellation, etc.).
- work with resorts to determine impact to owners of deposited weeks during any periods in which exchange guests are not able to utilize exchange accommodations
- continue to work with the resort throughout the refurbishment process to ensure occupancy date is accurate
  
- **Inbound Exchange Guest Potential Impact**
  - exchanges will be canceled for resorts/units, which cannot be occupied
  - due to the number of guests impacted, alternate accommodations may not be available

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| <b>NORTH AMERICAN<br/>PROCEDURES MANUAL</b>       | <b>SECTION</b><br><br>Hosting the Exchange |
| <b>SUBJECT</b><br><br>Servicing Member Complaints |                                            |

***Inevitably resorts will experience challenges with guest satisfaction. RCI wants to give our resorts the flexibility to address these situations on their own. For those situations that cannot be resolved, RCI provides dedicated staff to address these issues.***

### **Handling Initial Complaints**

It is important for your resort to have processes in place to advise guests how to report dissatisfaction they may experience during their vacation. These processes must include specific action plans and should provide timely follow up with guests to ensure resolution.

### **Referring Complaints to RCI**

When guest complaints cannot be resolved by resort personnel, the resort should refer the guest to RCI's Member Services Department at 800/338-7777. RCI Vacation Counselors will work with the member to best address their situation. It may be necessary for an RCI Check-in/Deletion Specialist to be involved which will result in timely follow up with the member.

### **Resort Support**

Should resorts experience consistent complaints (e.g., no view of the ocean, units are too small, etc.), please alert your Account Specialist in order that they can work to update RCI's information to better set expectations for RCI Inbound exchange guests.

# **RCI WEEKS VIP PROGRAM**

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| <b>NORTH AMERICAN PROCEDURES MANUAL</b>                | <b>SECTION</b><br>RCI Weeks VIP Program |
| <b>SUBJECT</b><br>Welcome to the RCI Weeks VIP Program |                                         |

Resort staff personnel are recognized as “Very Important People” within our affiliated resort family, and RCI is pleased to present the RCI Weeks VIP program. VIP is dedicated to providing you with a variety of travel opportunities. Transaction fees are collected at the time the reservations are made.

It is the purpose of this guide to acquaint you with the basics of the RCI Weeks VIP Program’s services: Eligibility, Contact Procedures and Inventory Exchanges.

Please “be our VIP Guest” and take advantage of this wonderful opportunity to design a great RCI vacation for yourself or a valued member of the resort organization.

To make the most of the RCI Weeks VIP Program, just remember to follow these three simple steps:

- Have the designated VIP contact person call, e-mail or fax the exchange request as early as possible for the best selection and availability.
- Be prepared with the VIP account number and all appropriate information about the exchange request.
- Be prepared to provide comparable inventory (matching demand, occupancy, and season) as well as the appropriate exchange fees when space is confirmed. (Visa, American Express, Master Card, Diners Club and Discover are accepted forms of payment)

RCI Account Specialists are always happy to answer any of your questions and help you achieve success with the RCI Weeks VIP Program!

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| <b>NORTH AMERICAN PROCEDURES MANUAL</b> | <b>SECTION</b><br>RCI Weeks VIP Program |
| <b>SUBJECT</b><br>Eligibility           |                                         |

VIP exchanges are designated for resort personnel; developers, Home Owners Association board members and specified resort staff. From these groups each affiliated resort shall determine, with discretion specifically who would qualify. To streamline and simplify communication, RCI requests that one or two individuals be designated as primary VIP contacts.

VIP exchanges may not be used as sales incentives nor should they be resold and/or transferred to any party.

You may process urgent requests for New Owners, those that do not have a current RCI subscribing membership and want to travel within the next 45 days, through your VIP account. The designated VIP contact for your property will need to facilitate this transaction. Please do not provide the resort's VIP account number to owners. Nor should the VIP toll free number be given to owners to call.

- Any owner request for travel more than 45 days away will need to be submitted as a "rush" enrollment application to then be processed on the owner's newly set up RCI Weeks membership account.

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| <b>NORTH AMERICAN PROCEDURES MANUAL</b> | <b>SECTION</b><br>RCI Weeks VIP Program |
| <b>SUBJECT</b><br>Contact Procedures    |                                         |

When you contact your RCI Account Specialist, please have your VIP account number ready.

The earliest possible notice for your request will help increase the likelihood of a successful exchange. To begin a search, it is most helpful to have all pertinent travel information ready. Pertinent travel information would include the traveler's name, (PLEASE NOTE: The name of the traveler may not be changed once the search has been started), job title, contact phone number and contact address (if applicable). Please also include the requested travel dates, destination selections; and the number of people in the travel party.

When a reservation occurs, a comparable week of your resort's inventory matching the demand for, season, and occupancy of the confirmed unit is required. Inventory must be deposited at least 35 days in advance of start date and individual intervals can be assigned to specific staff for their individual exchange. Confirmations are based on availability.

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| <b>NORTH AMERICAN<br/>PROCEDURES MANUAL</b> | <b>SECTION</b><br>RCI Weeks VIP Program |
| <b>SUBJECT</b><br>Inventory Exchanges       |                                         |

The current exchange fees will be collected at the time of reservation. Current exchange fees can be found at [www.rci.com](http://www.rci.com), [www.rciaffiliates.com](http://www.rciaffiliates.com) or from your RCI Account Specialist.

RCI® Guest Certificates are required for guests of eligible resort personnel, and must accompany the reservation/exchange confirmation. There is no fee for the Guest Certificate under the VIP program.

In the event of an exchange cancellation 21 days or less prior to the start date of the reservation, forfeiture of the entire exchange fee will occur; the inventory used to complete the original confirmation will be returned for future use.