MUTUAL TERMINATION AND RELEASE

THIS AGREEMENT dated __________________, 20______.

WHEREAS:

A. Pursuant to a Rental Pool Management Agreement (the “Contract”) made the ____________day of, ____________, between Panorama Mountain Village Inc. (the “Manager”) and ___________________________________________(the “Owner”), the Manager agreed to become the Owner’s agent in respect of the management of the rental of __________________ (Building/Complex Name) __________ (Unit #)

B. The parties herein wish to terminate the Contract and to confirm that henceforth neither will have any rights or obligations under the Contract.

Termination Date: __________________________, 20______.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual promises contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

1. The Owner hereby unconditionally and absolutely releases and forever discharges the Manager of and from any and all manner of actions, causes of action, suits, contracts, claims, damages, costs and expenses of any nature or kind whatsoever, whether in law or in equity, whether known to the Owner or not, which the Owner has or had, now has or at any time hereafter may have against the Manager, for or by any reason of any cause, matter or thing whatsoever included in or related or pertaining to the Contract and the Unit.

2. The Manager hereby unconditionally and absolutely releases and forever discharges the Owner of and from any and all manner of actions, causes of action, suits, contracts, claims, damages, costs and expenses of any nature or kind whatsoever, whether in law or in equity, whether known to the Manager or not, which the Manager has or had, now has or at any time hereafter may have against the Owner, for or by any reason of any cause, matter or thing whatsoever included in or related or pertaining to the Contract and the Unit.

3. Immediately upon execution of this Agreement by the Owner and the Manager, the Contract will be terminated and henceforth neither party will have any rights under the Contract, subject only to any obligations of the parties which are to occur upon termination or are to survive termination as expressly provided in the Contract. There is a minimum six month waiting period should the Owner wish to re-enter the Panorama Rental Pool/Program. For greater clarity, this will mean that the owner will be responsible for providing the following, but not limited to: Housekeeping, in room phone, bathroom and kitchen amenities, and bedroom and bathroom linens.

4. This Agreement may be executed in any number of original counterparts, with the same effect as if each of the parties had signed the same document, and will become effective when one or more counterparts have been signed by each of the parties and delivered to
the other party. All counterparts will be construed together and evidence one agreement, which notwithstanding the day of execution of any counterpart, will be deemed to be dated as of the day and year first written above.

5. This Agreement will enure to the benefit of and be binding upon the heirs, executors, administrators, legal representatives, successors and permitted assigns of the parties hereto.

6. This Agreement may be executed by the parties and transmitted by telecopy and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered an executed original agreement.

7. The Owner and the Manager have read this Agreement and confirm that this Agreement contains the entire agreement between them and that the terms of this Agreement are contractual and not merely a recital.

8. Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body politic or corporate where the context or the parties hereto require.

IN WITNESS WHEREOF the Owner and the Manager have executed this Agreement effective as of the day and year first above written.

Owner: __________________________________________________

Signature

________________________________________________

Print Name

Witness: __________________________________________________

Signature

________________________________________________

Print Name

Panorama Mountain Village:

By: ______________________________________________________

Authorized Signatory