



EXCLUSIVESALES MARKETING AGREEMENT

OWNER INFORMATION		Account #: _____	Listing #: _____
Owner: _____		Co-owner: _____	
Address: _____			
City: _____	State: _____	Country: _____	Postal Code: _____
Home Phone: _____	Work/Cell Phone: _____	Email Address: _____	

RESORT & PROPERTY INFORMATION			
Resort Name: _____	Sale: <input type="checkbox"/>	Rental: <input type="checkbox"/>	if rental, # of Rentals _____
City: _____	State: _____	Country: _____	
# of weeks: _____	Floating: <input type="checkbox"/>	Fixed: <input type="checkbox"/>	Week #: _____ Points: _____ Bedrooms: _____ Baths: _____ Lockout: Yes <input type="checkbox"/> No <input type="checkbox"/>
Capacity: _____ adults	Unit #: _____	Season: Peak <input type="checkbox"/> Med <input type="checkbox"/> Low <input type="checkbox"/>	Usage: Annual <input type="checkbox"/> E.Years <input type="checkbox"/> Odd Years <input type="checkbox"/> Tri-annual <input type="checkbox"/>
<input type="checkbox"/> Deeded	<input type="checkbox"/> Lease w/ _____ years left	Paid in full: Yes <input type="checkbox"/> No <input type="checkbox"/>	Annual Maint. \$ _____
Asking Sales Price: \$ _____		Asking Rental Price: \$ _____	

EXCLUSIVESALES.com ("EXCLUSIVESALES") is an advertising company and is not a real estate broker, and is not affiliated with OWNER's timeshare/campground (hereinafter OWNER refers to owner(s) of timeshare/campground and/or any other person or entity that enters into this AGREEMENT with EXCLUSIVESALES). The EXCLUSIVESALES advertising program includes pooling advertising resources with those of other sellers/lessors to maximize exposure to potential buyers/renters of timeshare(s)/campground(s). EXCLUSIVESALES does extensive advertising in print, the radio, search engines and other advertising mediums, to drive buyers/renters to contact EXCLUSIVESALES and to visit EXCLUSIVESALES.com. The advertisement of OWNER's timeshare/campground will be included on EXCLUSIVESALES.com, but will not specifically be included in other advertisements which EXCLUSIVESALES utilizes to generate traffic to EXCLUSIVESALES or EXCLUSIVESALES.com. EXCLUSIVESALES cannot and does not appraise the value or rental price of OWNER's timeshare/campground. The sales or rental price of OWNER's timeshare/campground has been established by OWNER and EXCLUSIVESALES has made no representations as to the sales/rental price that OWNER may receive. Also, EXCLUSIVESALES has made no representations as to the period of time that it will take to sell or rent OWNER's timeshare/campground. The period of time that it takes to sell or rent OWNER's timeshare/campground will be determined in large part by market conditions, the size and location of OWNER's timeshare/campground, the quality of the resort where OWNER's timeshare/campground is located, and the time of year that OWNER desires to sell/rent OWNER's timeshare/campground. EXCLUSIVESALES advertises timeshare(s)/campground(s) on behalf of its clients, and its services are designed to generate sales inquiries or rental inquiries for the timeshare(s)/campground(s) it advertises, but EXCLUSIVESALES does not go to OWNER's Resort to show OWNER's timeshare/campground, nor does it sell or rent timeshare(s)/campground(s), or in any way guarantee the sale or rental of any timeshare/campground which it advertises. Any sales or rental transaction of a timeshare/campground shall involve the OWNER of the timeshare(s)/campground(s) and a purchaser or renter, but NOT EXCLUSIVESALES. As EXCLUSIVESALES does not sell timeshare(s)/campground(s), EXCLUSIVESALES hereby discloses that it has sold zero percent of the total timeshares/campgrounds it has advertised for each of the previous two calendar years. However, EXCLUSIVESALES' services have led to sales inquiries or rental inquiries and/or offers being generated on 85% of the total timeshares/campgrounds it has advertised for each of the previous two calendar years. In the event that any inquiry, which is generated from EXCLUSIVESALES' marketing of any timeshare/campground, leads to the sale of a timeshare/campground, said sale shall involve the OWNER of the timeshare/campground and the buyer, and SHALL NOT involve EXCLUSIVESALES. Whether you as the OWNER decide to rent or sell your timeshare/campground based upon an inquiry generated through EXCLUSIVESALES is entirely up to you.

The undersigned OWNER grants to EXCLUSIVESALES permission to advertise OWNER's timeshare/campground on the internet, and to make information concerning the timeshare/campground available to potential buyers, renters, real estate agents, brokers, and interested persons. By entering into this AGREEMENT with EXCLUSIVESALES, OWNER agrees that EXCLUSIVESALES has made no guarantee that OWNER's timeshare/campground will sell or rent, at any price or within a particular amount of time.

All inquiries concerning the sale or rental of OWNER's timeshare/campground, which are generated through EXCLUSIVESALES, will be sent by EXCLUSIVESALES@manage.intervalxchange.com to the email address that was provided by the OWNER in the OWNER INFORMATION listed above. It is OWNER's responsibility to monitor all email correspondence and ensure the email address on file is accurate, as sales and rental inquiries will not be delivered any way other than electronically via email.

SERVICE GUARANTEES:

1. If OWNER sells/rents timeshare/campground to a non-EXCLUSIVESALES generated buyer/renter during the INITIAL SIX MONTH MARKETING CAMPAIGN for the original Asking Sales Price/Rental Price or greater, EXCLUSIVESALES will refund 100% of OWNER's marketing fee. In order to qualify for a refund, OWNER must provide proof of sale/rental to a non-EXCLUSIVESALES' generated buyer/renter within sixty days of the expiration of the initial six month marketing campaign. Proof shall be in the form of a signed, dated, and verifiable sales/rental contract.
2. If OWNER's timeshare/campground has not sold/rented by the end of the initial six month marketing campaign, EXCLUSIVESALES will continue to market OWNER's timeshare/campground at no additional fee or cost to OWNER for up to six months, or until OWNER's timeshare/campground is sold or rented, whichever occurs first. Except as otherwise stated in this AGREEMENT, OWNER SHALL NOT be entitled to any refund following the expiration of EXCLUSIVESALES' initial six month marketing campaign.
3. EXCLUSIVESALES' automated system shall forward all inquiries and/or offers concerning OWNER's timeshare/campground directly to the email address listed in this AGREEMENT by OWNER, and OWNER shall have the ability to independently respond to any inquiry, or accept or decline any offer, without the involvement of EXCLUSIVESALES.

The laws of the State of Florida shall govern this AGREEMENT. Any and all legal action necessary to enforce this AGREEMENT or any provision of this AGREEMENT will be held in Orange County, Florida. Venue for any arbitration or litigation arising from this AGREEMENT shall be Orange County, Florida. All parties to this AGREEMENT expressly waive all rights to trial by jury of any dispute arising out of this AGREEMENT. This AGREEMENT supersedes any agreement(s) previously made between the parties to this AGREEMENT, and represents the entire AGREEMENT between the parties. This contract shall be considered non-cancelable unless otherwise specified in this agreement. The OWNER agrees that by executing this AGREEMENT, that this AGREEMENT accurately reflects any and all representations, promises, conditions, and statements, whether made orally or in writing, by EXCLUSIVESALES, EXCLUSIVESALES.com, or any person that purports to represent EXCLUSIVESALES or EXCLUSIVESALES.com.

The total fee for the initial six month marketing period is _____. There are no additional fees, costs or charges under this AGREEMENT. In the event the parties enter into a separate, modified or upgraded agreement, the OWNER shall first be made aware, in writing, of any fees or costs associated with the separate, modified or upgraded agreement. By executing and entering into this AGREEMENT, OWNER affirms that OWNER has read and understands this AGREEMENT, and thereby agrees to its terms.

Owner's Name _____ Owner's Signature _____ Date _____

Co-Owner's Name _____ Co-Owner's Signature _____ Date _____

EXCLUSIVESALES _____ Advertising Executive _____ Date _____