



OWNER AGREEMENT:

Welcome to RESORT PROPERTY MANAGEMENT! We are pleased that you have chosen RESORT PROPERTY MANAGEMENT to market and advertise your vacation property. RESORT PROPERTY MANAGEMENT is committed to providing our clients with the most aggressive vacation property advertising services available.

Once advertising commences, please visit our website at [REDACTED] to view your property listing at ad#: **23181508**

If you would like to make any changes to your property information, please call us toll free at (888) 333-3333 so we can market and advertise your property to your satisfaction.

Here at RESORT PROPERTY MANAGEMENT, our advertising program is designed to help you receive offer(s) on your vacation property within approximately 90 days. If you have not received an offer that is acceptable to you within the first 90 days, RESORT PROPERTY MANAGEMENT will incur any and all costs to get your property remarketed upon notification of continuation.

We are looking forward to working with you on the rental/sale of your vacation property.

Sincerely,

Resort Property Management



Date: 09/24/2015

Contract: 23181508

CLIENT INFO	RESORT INFO
Name:	Resort Name: Massanutten Resort
Address:	Resort Location: McGhaeysville, VA
City:	Ownership: Deeded
State:	Use: Annual
Postal Code:	Bedrooms: 2
Primary Phone:	Baths: 2
Alternate Phone:	Final Price: bonus weeks at 23% neg per week
Email/Fax:	Sales Price:

Property owners pay: one-time non-recurring Advertising Fee: **\$1,195.00** TOTAL service fee(s)Credit Card Ending In: _____ Expiration Date: _____ Verification Number **23181508**

- I understand that RESORT PROPERTY MANAGEMENT is a "for sale/rent by owner" advertising company. RESORT PROPERTY MANAGEMENT is not a real estate broker. The advertising fee is for marketing expenses that pool advertising resources with those of other sellers/renters to maximize exposure.
- I warrant and guarantee that all information that I have or will provide to RESORT PROPERTY MANAGEMENT relating to the marketing of my property is complete, truthful and accurate to the best of my knowledge. I further agree to indemnify RESORT PROPERTY MANAGEMENT for any and all damages of any nature that arise from any inaccurate, incomplete, or false information that I provide to RESORT PROPERTY MANAGEMENT.
- Due to certain legal restrictions, all offers to Florida residents or regarding Florida timeshare interests may be void.
- I understand RESORT PROPERTY MANAGEMENT will provide my property information to corporations, travel agents, and the vacationing public, as listed on www.resortpropertymgmt.com
- I understand that RESORT PROPERTY MANAGEMENT will forward all inquiries to me so I may negotiate the sale or rental of my property directly with any prospective buyers/or renters. I understand that once RESORT PROPERTY MANAGEMENT has forwarded an inquiry to me they have no duty to, nor will they, assist me or advise me in negotiating the sale or rental of my property.



- I understand that I am paying RESORT PROPERTY MANAGEMENT a one time, nonrecurring advertising fee, to advertise my property for a period of (90) days. If I have not received an acceptable offer within (90) days, RESORT PROPERTY MANAGEMENT will renew my advertising for one additional 90 day period at the company's expense. In order to take advantage of this additional 90 day period, I understand that I must notify RESORT PROPERTY MANAGEMENT in writing that I have not received an acceptable offer and wish to continue advertising no later than midnight of the 10th day after the termination of the original 90 day period.
- Your advertisement will be listed on our main website at [REDACTED] We will also advertise your timeshare in the following ways: We run general advertisements promoting traffic to our website which contains your advertised vacation property. RESORT PROPERTY MANAGEMENT also has full time PAID search engine ads on the top 3 search engines, utilizing keywords associated with renting/selling/buying of resort properties. We utilize the following major and well known social media sites to generate web traffic and views on our website so people can find and view your advertisements: Facebook, Twitter and Youtube
- I acknowledge and agree that RESORT PROPERTY MANAGEMENT is and at all times shall be the sole owner of all trademarks, trade names, logos, symbols, other indicia of origin, designs, inventions, patents, advertising and promotional materials, original works of authorship and other copyright protected materials, trade secrets and other intellectual property or proprietary information relating to their vacation property management business, websites, and other marketing materials.
- LIMITATION OF LIABILITY. I UNDERSTAND AND AGREE THAT NO EVEN SHALL RESORT PROPERTY MANAGEMENT BE LIABLE TO ME, OR ANY PARTY I RELATED TO, FOR ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, EVEN IF RESORT PROPERTY MANAGEMENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, RESORT PROPERTY MANAGEMENT'S TOTAL AGGREGATE LIABILITY TO ME FOR ALL DAMAGES OF EVERY KIND AND TYPE, WHETHER BASED IN CONTRACT OR TORT) SHALL NOT EXCEED THE ADVERTISING FEE PAID UNDER THIS AGREEMENT.
- This Owner Agreement shall be governed by and construed according to the laws of the State of Georgia, without regard to the conflicts of laws or provisions thereof. Should any controversy or dispute arise out of this Owner Agreement, the parties agree to attempt to formally mediate the controversy or dispute in good faith before commencing any legal action. Any controversy or dispute that cannot be resolved by formal mediation may be filed and prosecuted in any court of competent jurisdiction in Fulton County, State of Georgia. Each Party hereby consents and submits to the personal jurisdiction of such courts and waives any objections thereto, including any objection based on improper venue or forum non-conveniens.
- In addition to any cancellation rights provided to you by state or federal law, you have the right to cancel this contract for any reason within 7 days of signing this contract. To cancel you must provide RESORT PROPERTY MANAGEMENT with a cancellation request in writing by mail or fax. Our mailing address is: [REDACTED] After the 7 day cancellation period ends (or after the expiration of any longer cancellation right provided by state or federal law) all sales are final.

Owner Signature: _____ Date: 09/24/2015

Salesperson's Name: Adam

