



OWNERS-EDGE/TRAVEL SMART

V: 866-859-6600 F: 702-696-0645 E: ownersedge@earthlink.net W: www.owners-edge.com

1611 E Charleston Blvd Ste 3 Las Vegas NV 89104-1859 USA Your Representative is _____ .

PUBLISHING – HOSTING AND MARKETING AGREEMENT

OWNERS-EDGE/TRAVEL SMART FOR SALE BY OWNER PROGRAM

This Agreement, starting on _____ and ending on _____, is by and between the undersigned CLIENT(s) and, with its corporate offices located above. The parties hereby agree to the following terms and conditions pertaining to the Design, Publishing, Hosting and Marketing of the Property Listing (s) as shown in Addendum A1 as attached: **Reverse Side**.

1. **TERM:** CLIENT(s) grants OWNERS-EDGE/TRAVEL SMART the right to design, publish, host and market a **World Wide Web Internet Web Listing** for CLIENT(s) property for the agreed upon time period as written above.
2. **RATES:** CLIENT(s) agrees to pay OWNERS-EDGE/TRAVEL SMART the **Design, Publishing, Hosting and Marketing Rate** as shown in Addendum A1 as attached: **Reverse Side** being paid by method as shown in Addendum B1 as attached: **Reverse Side**.
3. **REFUND POLICY:** CLIENT(s) hereby acknowledges that the refund policy is as follows:
 - A. That the CLIENT(s) is due a full refund upon a paid sale.
 - B. If requested by CLIENT(s) in writing CLIENT(s) are due a refund prorated from the date the CLIENT(s) contacts our office to the end of the first cycle.
 - C. That the CLIENT(s) is due a full refund, if Client's property is sold by CLIENT(s) or any other entity to a **PURCHASER** that is not generated via OWNERS-EDGE/TRAVEL SMART or any of its divisions, affiliates, partners or its websites, direct or indirectly, at the Client's original advertised price and up to 10% less with proper supporting documentation.
4. **RENEWALS:** The CLIENT(s) is renewed every (30) days for successive like periods. CLIENT(s) also acknowledges that there will be no additional monetary requirements required for all remaining (30) day cycles and successive like periods.
5. **DESIGN & CONTENT SERVICES:** OWNERS-EDGE/TRAVEL SMART agrees to design CLIENT(s) **Web Listing** based on materials provided to OWNERS-EDGE/TRAVEL SMART by CLIENT(s), and to exercise due diligence in the design and publishing of Client's property onto the Internet For Successive (30) Day Placements. OWNERS-EDGE/TRAVEL SMART shall market Client's property to prospects attracted by OWNERS-EDGE's TRAVEL SMART's **Internet marketing** and/or any other marketing methods.
6. **COPYRIGHT:** CLIENT(s) agrees that all materials provided by CLIENT(s) and incorporated into Client's **Web Listing** by OWNERS-EDGE/TRAVEL SMART shall become the property of OWNERS-EDGE/TRAVEL SMART. OWNERS-EDGE/TRAVEL SMART has the right to reserve copyright protection on all Web-Page(s)/Listing's designed and published for CLIENT(s).
7. **THIRD PARTY SERVICES AND ADVERTISEMENTS:** CLIENT(s) gives OWNERSEGE/TRAVEL SMART authorization to display third party advertisements throughout OWNERS-EDGE/TRAVEL SMART **Web Sites** and acknowledges such advertisements to be the private enterprise or Partnership of OWNERS-EDGE/TRAVEL SMART.
8. **SALES COORDINATION:** When requested by CLIENT(s), sales coordination will be referred to the proper OWNERS-EDGE/TRAVEL SMART **AFFILIATE** that is licensed in the property's area, and that the CLIENT understands that the CLIENT will be dealing directly with that entity and any transactions or fees associated with the transactions have nothing to do with OWNERS-EDGE/TRAVEL SMART. It is understood by CLIENT that said OWNERS-EDGE/TRAVEL SMART **AFFILIATE** will be acting as a **BUYER'S BROKER** and therefore CLIENT will not be charged any **SELLER COMMISSIONS AND/OR CLOSING COSTS**.
9. **SALES BROKERAGE SERVICES:** Prices and terms stated for sale of Client's property are provided to OWNERS-EDGE/TRAVEL SMART by CLIENT(s) and determined at the sole discretion of CLIENT(s). CLIENT(s) acknowledges that OWNERS-EDGE/TRAVEL SMART does not in any manner provide real estate brokerage services and is not acting as a real estate agent for CLIENT(s).
10. **AUTHORIZATION:** OWNERS-EDGE/TRAVEL SMART accepts information and materials from CLIENT(s) upon the representation that CLIENT(s) or Client's agency is properly authorized to publish the entire contents and subject matter provided to OWNERS-EDGE/TRAVEL SMART.
11. **TRUTH IN ADVERTISING:** CLIENT(s) acknowledges that the information provided to OWNERS-EDGE/TRAVEL SMART for the design and publishing of Client's **Web Listing** contains facts and information that are accurate.
12. **INDEMNIFICATION FOR LIABILITY:** CLIENT(s) agrees to fully hold OWNERS-EDGE/TRAVEL SMART harmless from and against any and all claims, demands, suits, actions and proceedings and to full indemnify OWNERS-EDGE/TRAVEL SMART for all recoveries and expenses of any nature whatsoever, including reasonable legal fees, arising directly or indirectly from the publication of Client's **Web Listing** or based upon or arising out of any matter connected with Client's business.
13. **GOVERNING LAW:** This Agreement is governed by and construed in accordance with the laws of the State of Nevada.
14. **ENTIRE AGREEMENT:** This Agreement and any and all exhibits and attachments are the complete and exclusive Agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

Your Representative

CLIENT: (SIGNATURE)

CLIENT: (SIGNATURE)

Ref #

DATED:

(PRINTED)

(PRINTED)



OWNERS-EDGE/TRAVEL SMART

V: 866-859-6600 F: 702-696-0645 E: ownersedge@earthlink.net W: www.owners-edge.com

1611 E Charleston Blvd Ste 3 Las Vegas NV 89104-1859 USA Your Representative is _____ .

PUBLISHING – HOSTING AND MARKETING AGREEMENT

Property info with attachments Addendum A1 & Addendum B1

Addendum A1:

PROPERTY INFO:

Exchange Company: FLOAT
 # OF BEDROOMS: ANNUAL
 SALE PRICE \$: FIX
 WEEK #: BLOCK #
 SLEEPS: LOT #
 ODD: Marketing Rate Due:
 EVEN:
 UNIT #: **First Time Refundable Deposit D-P-H**
 REF #:

CLIENT INITIALS:

Please mark here to implement the Revenue share program. Upon a sale of a vacation ownership you will receive your 50% share of the referral fee paid to us by the Vacation Ownership Company

Exchange Company: FLOAT
 # OF BEDROOMS: ANNUAL
 SALE PRICE \$: FIX
 WEEK #: BLOCK #
 SLEEPS: LOT #
 ODD: Marketing Rate Due:
 EVEN:
 UNIT #: **First Time Refundable Deposit D-P-H**
 REF #:

CLIENT INITIALS:

Please mark here to implement the Revenue share program. Upon a sale of a vacation ownership you will receive your 50% share of the referral fee paid to us by the Vacation Ownership Company

Addendum B1:

TOTAL AMOUNT DUE:

Initial here if payment info has already been agreed to and processed by phone/fax/email/mail.

1: RATES PAYMENT INFORMATION CREDIT CARD:

CREDIT CARD NUMBER

EXPIRATION DATE:
NAME AS PRINTED:

CLIENT hereby authorizes OWNERS-EDGE/TRAVEL SMART to charge
The aforementioned credit card in the amount printed above.

2: RATES PAYMENT INFORMATION CHECK BY PHONE:

I hereby authorize OWNERS-EDGE/TRAVEL SMART to initiate this payment electronically or via paper check and also authorize my bank to charge the charge the checking account I have given to OWNERS-EDGE/TRAVEL SMART.

DRIVERS LICENSE #
Check # BANK PHONE #

Name and city of bank: