



**Marketing Contract:**

This contract is between \_\_\_\_\_ (Owner) and Premier Resort Services, LLC (PRS) for the, for sale and/or for rent by owner advertisement of the \_\_\_\_\_ property.

**Owner Information:**

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Secondary Number: \_\_\_\_\_

City: \_\_\_\_\_

Fax Number: \_\_\_\_\_

State: \_\_\_\_\_

Email: \_\_\_\_\_

Zip: \_\_\_\_\_

**Property Information:**

Resort: \_\_\_\_\_

Occupancy: \_\_\_\_\_

City: \_\_\_\_\_

Usage: \_\_\_\_\_

State: \_\_\_\_\_

Deeded Points: \_\_\_\_\_

Bedrooms: \_\_\_\_\_

Asking Sales Price: \_\_\_\_\_

Bathrooms: \_\_\_\_\_

Asking Rental Price: \_\_\_\_\_

Special Features: \_\_\_\_\_

**Limited Money Back Guarantee:**

**If owner is able to obtain an offer and generate a sale or rental other than through the marketing efforts of PRS, PRS will refund 100% of the advertising fee to the owner.**

**(Property must be rented/sold within 10% of the original listed asking price as set forth above and solely applies to the property that is contracted.)**



### **Terms & Agreements:**

Premier Resort Services, LLC (PRS) is an independent for sale / for rent by owner marketing and advertising company. Premier Resort Services is NOT a real estate brokerage firm nor is Premier Resort Services, LLC affiliated with any vacation property resort. Owner gives Premier Resort Services, LLC the permission to promote and advertise the property on the internet, conventions, tradeshow, magazines and elsewhere to make information concerning the property available to potential buyers, renters, real estate agents, travel agents, brokers, and others.

This agreement does NOT guarantee a sale or a rental. The initial term of advertising is ninety (90) days. This agreement will be considered fully fulfilled after the initial advertising term. PRS will continue advertising the property at no additional cost until the property is rented or sold upon written or verbal notification. Owners' notification regarding any requested extension must be received by PRS prior to the end of the ninety (90) day period and prior to the expiration of each ninety (90) day period thereafter. Renewals shall not exceed twelve (12) months.

Disclosure required by *Fla. Stats. §721.20(9)*: Premier Resort Services, LLC does not provide or engage in real estate broker services. Because Premier Resort Services, LLC does not provide real estate services, Premier Resort Services, LLC has itself sold zero (0) vacation properties in the previous 2 (two) years. Additionally, since Premier Resort Services, LLC clients have offline sales generated by offers directly to the owner, Premier Resort Services, LLC is unaware of the exact percentage of offers to sales. Premier Resort Services, LLC has no knowledge regarding the average success rate of listings to sales because Premier Resort Services, LLC is not involved in any negotiations relative to the sale, rental, closing, or procurement of buyers of vacation property interests. There is no guarantee that any particular vacation property interest can be rented or sold at any particular price or within any particular time. Any offers submitted by prospective buyers utilizing Premier Resort Services, LLC's advertising will be promptly forwarded to the vacation property owner. Upon receipt of an offer, the vacation property owner can choose to handle the transaction on his/her own or retain an independent broker/closing company. If owner chooses to retain a broker/closing agent, there may be fees associated with the rental/sale that Premier Resort Services, LLC has no control over.

PRS uses, but is not limited to, the following websites to attract prospective renters/buyers: [www.getawayprs.com](http://www.getawayprs.com). The itemized cost for each resale advertising service provided by PRS is: \$\_\_\_\_, Cost to advertise on Google is \$\_\_\_\_, (Cost to advertise on each website) \$\_\_\_\_. Your vacation property advertisement will be included on PRS's website, but will not specifically be included in other advertisements, which PRS utilizes to generate traffic to PRS or their website.

PRS cannot and does not appraise the value or rental price of my vacation property. You, the owner of the property, will solely establish the price for your rental/sale and PRS has made no representations as to the period of time that it will take to rent your unit. The period of time that it takes to rent your vacation property will be determined in large part by market conditions, the size, location of your vacation property, the quality of the resort where your vacation property is located, and the time of year that you desire to rent/sell your vacation property.

PRS does not go to your resort to show it, nor does it rent vacation properties, or in any way guarantee the sale or rental of any vacation property which it advertises. Whether you decide to rent or sell your vacation property based on an inquiry generated through PRS is entirely up to you.



**Premier Resort Services**  
Connecting People With the World

Inventory ID: \_\_\_\_\_

TC5866 ST44227

Rep: \_\_\_\_\_ TP \_\_\_\_\_ ST \_\_\_\_\_

**Florida Seller of Travel:** Premier Resort Services, LLC is registered with the state of Florida as a Seller of Travel. Registration No. ST44227. PRS primarily gives advice and guidance on travel-related services and travel-related information and is not responsible for booking or availability.

**Litigation, Liability, and Dispute Resolution:** All parties agree to resolve complaints arising out of this agreement by mediation in Orange County, Florida. Any disputes not resolved first by mediation will be settled by neutral binding arbitration in Orange County, Florida. The parties knowingly and voluntarily waive their right to a jury trial in the resolution of any dispute between them. Owner shall indemnify PRS and hold PRS harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person that PRS incurs because of Owner's negligence, representations, misrepresentations, actions, or inactions.

**Entire Agreement:** This Agreement is the entire contract for listing and advertising Owner's property. This agreement contains the entire understanding between Owner and PRS. Owner agrees that Owner has not relied on anything other than what is expressly written in this document in the decision to voluntarily and freely enter this contract. \*When we use the words PRS, we, us, and our in this Agreement, we are referring to Premier Resort Services, LLC. When we use the words you and your, we are referring to the Owner(s).



**PAYMENT INFORMATION:**

Payment Type: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Card Number: XXXX-XXXX-XXXX-\_\_\_\_\_

CV2: \_\_\_\_\_

Name on Card: \_\_\_\_\_

**I authorize PRS to charge my credit card a one-time fee in the amount of \$ \_\_\_\_\_ Payable to Premier Resort Services, LLC.**

**VACATION PROPERTY OWNER'S RIGHT OF CANCELLATION**

**Premier Resort Services, LLC will provide rental and/or resale advertising services pursuant to this contract. If Premier Resort Services, LLC represents that Premier Resort Services, LLC has identified a person who is interested in purchasing or renting your vacation property interest, then Premier Resort Services, LLC will provide you with the name, address, telephone number, and email address of the interested party.**

**You have an unwaivable right to cancel this contract for any reason within 10 days from the date you sign this contract. If you decide to cancel this contract, you must notify Premier Resort Services, LLC in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to 37 North Orange Ave, Suite 900B, Orlando FL, 32801 or to support@premierresortservices.com. Your refund will be made within 20 days after receipt of notice of cancellation or within 5 days after receipt of funds from your cleared check, whichever is later.**

**You are not obligated to pay Premier Resort Services, LLC any money unless you sign this contract and return it to Premier Resort Services, LLC.**

**IMPORTANT: Before signing this contract, you should carefully review your original vacation property purchase contract and other project documents to determine whether the developer has reserved a right of first refusal or other option to purchase your vacation property interest or to determine whether there are any restrictions or special conditions applicable to the resale or rental of your vacation property interest.**

**Please sign below:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

If Owner does not cancel this Agreement during the cancellation period, it is understood that Owner agrees that these provisions are fair and reasonable in the Owner's opinion. Owner understands that because we have used valuable time and resources to advertise and promote the property and have incurred other costs incident to this agreement, Owner waives the right to a refund of any portion of the fee after the expiration of the cancellation period, excluding the guarantee set out in the agreement.

Premier Resort Services, LLC. 37 North Orange Ave, Suite 900B, Orlando FL, 32801

Phone: 321-346-5150 Email: support@premierresortservices.com

Website: [www.getawayprs.com](http://www.getawayprs.com)