

SunKiss Villas

Promotional listing and booking Agreement

This contract is made between SunKiss Villas, its owners (herein after referred to as "SKV"), and _____ (herein after referred to as "Villa Owner") on this _____ day of _____, 20____ (year) for the express purpose of promoting Villa Owner's vacation Property and accepting bookings on behalf of the Villa Owner. The Villa Owner requests that SKV promote and obtain rentals for their vacation home located at _____, in the state of _____, at zip code _____ (herein after referred to as "Property") and accept bookings or reservation on behalf of the Villa Owner for the rental of said Property.

A. Recitals (simply put)

To accomplish the above request, SunKiss Villas will provide or perform the following services:

- List the above said Property on www.sunkissvillas.com in the appropriate category and location.
- List the above said Property on any other web site controlled by SKV which is appropriate for promoting said Property.
- Receive phone calls, emails and reservation requests from prospective renters in accordance with SKV operating hours or 24/7 via SKV website.
- Respond to phone calls, emails and reservation requests from prospective renters with all due diligence to acquire bookings or reservations for Villa Owner.
- Accept payments for bookings or reservations from renters on behalf of Villa Owner, including credit card, US check or money order, or cash.
- Process credit card payments through SKV merchant account. Notify owner of bookings or reservations and update SKV booking calendar for said Property (if SKV provides said calendar.)
- Provide Villa Owner with a monthly statement of rental activity (if bookings or reservations were received for that month.)
- Pay Villa Owner or its designated US representative the reservation amount less SKV's commission percentage.

After the end of any month during which a reservation has completed (guest departs) SKV will provide villa owner with the completed months rental activity report and pay villa owner, or their designated US representative, the rental amount and any retained security deposit amounts less the agreed to compensation percentages. In addition SKV may retain any additional compensation that may be due a renter for property features that may not have been available (such as if the renter paid for pool heat but the pool heater for the property was not operational.) In such instances SKV will compensate renter for "paid for features" that were not received. SKV will not retain any portion of a renters refund.

Villa owner understands that SKV does not and will not pay state or local taxes, or income taxes that are required for rental of said property. Villa owner understands they are responsible for paying any such tax and agrees to abide by all local, state and federal laws with regard to the rental of said property.

By agreeing to this contract villa owner holds SKV blameless and free of liability in any legal action which may result from any booking or reservation. In addition, villa owner will not pursue any legal action against SKV for any booking or reservation accepted on their behalf. SKV will not be liable for any injury, illness or death on said property.

SKV will not accept any liability for any damages done to property by any renter and villa owner holds SKV blameless and free from liability for any damage that may occur from any renter.

B. Considerations

In consideration of the above services provided by SKV, the Villa Owner will compensate SKV for bookings or reservations accepted on behalf of Villa Owner in the amount of 15% of the total booking cost, with exception for owner bookings that SKV processes on behalf of the owner. "Total Booking Cost" constitutes 1-rental amount, 2-taxes, 3-pool heat and any other fee that is not an add on service or convenience. Villa owner is not paid for convenience services such as accidental damage protection insurance, travel insurance, grocery packs, etc. Compensation to SKV for said "owner bookings" will be calculated based on the commission chart for owner bookings (see section "F" of this document). No percentage will be retained by SKV for the security deposit portion of the booking amount with the exception that if any portion of the security deposit is retained for damages then SKV will be entitled to 3% of the retained portion of the security deposit.

C. Term

The Initial Term of this Agreement shall be for a period of 1 year from the date of the contract signing, and unless terminated as provided in this Agreement, shall renew for additional 1 year terms at the expiration of the initial term or any renewal term. Either Party may terminate this Agreement provided the termination date is at least 10 days AFTER the last confirmed reservation for owner's villa OR if both parties agree to the termination without completion of any confirmed reservations for future dates. Written notification of termination must be supplied indicating that no further reservations be taken beyond what is currently recorded. This contract shall be subject to cancellation by either party in default of the terms and conditions of the Agreement.

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D. Defined Terms

<u>Authorized agent:</u>	Person with the authority of the legal title owner to enter into this agreement.
<u>Automatic renewal:</u>	If contract is not canceled, contract shall automatically renew for another year.
<u>Cancellation:</u>	Either party may cancel this contract with 60 days written notice.
<u>Base rental rate:</u>	The daily rate times the number of days rented.
<u>Rental Contract:</u>	Contract SKV prepares for Villa Owner and signed by renter.
<u>Affiliates:</u>	Any related entity associated or authorized to conduct or share services on behalf of SKV or Villa Owner.
<u>Commissions:</u>	Payment as calculated per this agreement and as adjusted from time to time in writing by and between SKV and Villa Owner for all services rendered to Villa Owner or authorized agent.
<u>Listing agreement:</u>	Contract for services between SKV and Villa Owner.
<u>Taxes:</u>	Any state, local, federal, or municipal taxes as assessed or due as a result of any services provided by SKV to Villa Owner. Villa Owner assures all taxes in this transaction with the exception of state or federal income tax due from commission payments made to SKV.
<u>Third party claims:</u>	Claims made by entity that is not a party to this contract.
<u>Villa Owner:</u>	Either as legal title owner or said Property or as authorized agent of legal title owner.
<u>Tax Payer ID (TPN):</u>	Number used to file federal and state income taxes - (Social security number for individuals or FEIN for corporate. Overseas owners are required to have a ITIN or TIN number.) Herein after referred to as TPN.

E. Agreement (The legal stuff)

- 1) Villa Owner will provide a vacation rental (Property) in a ready, able and rentable condition for rental to customers through the company's Website and those of the company's affiliates. Villa Owner will keep Property well maintained. Villa Owner will provide to SKV the necessary services and instructions of checking in/out and orientation for the renter. Villa Owner will provide photographs, floor plans and content for which to advertise their Property on the SKV Website and affiliate websites. Villa Owner must assure description, amenities and content matches SKV advertised material as submitted by Villa Owner and Villa Owner has secured all rights of ownership, title, and rights of usage to the property. Villa Owner must review pricing on SKV Website, specific for their villa, and agrees to the discount structure set by SKV. If special pricing or discount structures are requested by villa owner that requires additional website, property page, or reservation page code modifications to accomplish those requests then villa owner agrees to pay SKV for website modifications to accommodate owners pricing needs. The cost of such modifications will be at the rate of \$20 per hour.
- 2) SKV will market, advertise, and promote Property on SKV Website and any other SKV affiliate websites or related links.
- 3) SKV may offer additional advertising opportunities, through 3rd party advertisers, to villa owner for a fee. Villa owner may decline these offers. SKV makes no guarantees of effectiveness of any advertising opportunities extended to villa owner.
- 4) Revenue collected through SKV on behalf of Villa Owner will include state and local taxes from the customer, for the property rental and forwarded with payment to the villa owner or his designated US representative within 10 working days after the end of the month in which the rental completes (guest departs). Villa Owner shall be responsible for payment of all taxes collected and ultimately all taxes due in any State or Federal jurisdiction whether or not collected by SKV.
- 5) Tax Payer ID:
 - a. Villa Owner will provide SKV with valid Tax Payer ID number for the purpose of reporting income payments (rental revenue) to villa owner in compliance with federal requirements. Failure to provide Tax Payer ID number to SKV will result in withholding of collected rental payments to villa owner until valid Tax Payer ID has been provided. SKV reserves the right to withdraw villa owner's property from active rental status or to move any confirmed reservations scheduled for villa owner's property to another property, without compensation to villa owner, until Tax Payer ID number has been provided. Villa owner agrees not to pursue SKV through any court or legal action for any payments withheld for failure to provide TPN and holds SKV blameless for any issue or circumstance related to such matter.
 - b. If villa owner has applied for Tax Payer ID number, but has not received TPN, then villa owner will provide SKV with a copy of TPN application which clearly shows application file date and who filed the application. Villa owner must receive and supply SKV with valid TPN within 120 days from application submission date or section E-5a of this agreement will be enforced.
 - c. SKV will not promote or rent owner's home without valid TPN or application on file.
- 6) SKV will respond to Renter/ Villa Owner credit card disputes in a timely fashion. Villa Owner agrees to respond to SKV's request for information in a timely fashion to facilitate a satisfactory resolution. Disputes awarded to the renter from the credit card company and any associated fees will be the responsibility of the Villa Owner, and Villa Owner agrees to reimburse SKV for the amounts credited to the renter by the credit card company.
- 7) The Villa Owner, SKV or the Property Manager will respond to disputes from the renter due to mechanical deficiencies or other complaints within 10 days of notification. Disputes not resolved satisfactorily will put SKV and Villa Owner in a poor business position. Best efforts will be used to resolve disputes in a satisfactory manner.
- 8) SKV reserves the right to provide renter with alternate accommodations should said Property become unavailable for any reason. (Examples: storm damage, sale of Property.) In such instance Villa Owner will not be entitled to any rental revenue.
- 9) Security deposits collected by SKV and held by SKV will be refunded promptly, no more than 14 working days after check out, with an itemized list of all charges paid by the renter's deposits, a copy of which will be provided by SKV on request. NOTE: In cases of damage the refund could be delayed beyond the stated period.
- 10) Damages in excess of the collected security deposit amount will be the responsibility of the Villa Owner to collect from renter however SKV will provide Villa Owner with any and all information to facilitate in recovery of such damage.
- 11) Renter shall be liable for any damages to Villa Owner's Rental unit, which is caused by:
 - a. Negligent or willful acts
 - b. Accidents and lack of proper handling of equipment.
 - c. Any other occurrences covered under the rental agreement with customer.
- 12) Reservation Cancellations – if a guest cancels a reservation and forfeits either the reservation deposit amount or the entire reservation amount, payment to villa owner of said forfeiture will only be made if:
 - a. Either SKV or villa owner is not able to re-book the villa for the same dates as the cancelled reservation OR at least 3 nights overlapping dates of the cancelled reservation date range.
 - b. Payment of any revenues for cancelled reservations as described in section "E-12-a" of this document will be made according to section "E-4" of this agreement and will be subject to SKV's normal commissions.
- 13) Neither Party may assign this Agreement without the written consent of the other Party (which consent shall not be unreasonably withheld or unduly delayed).

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- 14) If any provision of this Agreement is held by a court to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless remain both unimpaired and in effect.
- 15) SKV or the Villa Owner pursuant to this agreement grants no license, joint venture or partnership express or implied.
- 16) Each Party agrees to maintain in strict confidence all plans, designs, drawings, trade secrets, and other proprietary information of the other Party that is disclosed pursuant to this Agreement. An obligation of confidentiality shall apply to all proprietary use in regard to the functionality of SKV website, contracts, and other intellectual Property today and for future enhancements and is not to be communicated verbally or in written form without the express written consent of a representative of SKV. Breach of this implied confidentiality agreement is cause for termination by SKV and reward of damages for said breach as awarded in a court of law.
- 17) Villa Owner agrees to notify SKV of any rental extension request from renter.
- 18) Neither Party shall be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by an event of Force Majeure, including, but not limited to, fire, flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, Act of God, or any other causes beyond their reasonable control. Any such delay or failure shall suspend the Agreement until the Force Majeure condition ceases. The length of the suspension could extend the term Agreement.
- 19) Under no circumstances shall SKV or its affiliates be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from, or arise out of the use of, or inability to use, the web site and/or affiliate sites or SKV promotional and booking activities. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis.
- 20) Villa Owner agrees to defend, indemnify, and hold harmless the SKV, other affiliated companies, and their employees, contractors, officers, agents and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use of the web site, affiliates' sites, the suitability of the information contained on or received through use of this site, or any services or products received through this site, or SKV promotional and booking activities, or any violation of this Agreement.
- 21) SKV may disclose the Villa Owner's identity and contact information, if requested by a government or law enforcement body or as a result of a subpoena or other legal action, and SKV shall not be liable for damages or results thereof and Villa Owner agrees not to bring any action or claim against Company for such disclosure.
- 22) Each person executing this Agreement on behalf of SKV or Villa Owner represents and warrants that he or she has been fully empowered to do so, and that all necessary corporate actions (if any) required for the execution of agreements have been taken.
- 23) By signing below, I acknowledge that I am legal title owner or authorized agent of legal title owner with authority to enter into this listing agreement.
- 24) Villa owner shall provide in this document, rental rates and discount structure, for specified periods. These rates must include tax. Villa owner may request a change of rates at any time by re-submitting this contract with new rate structure. All bookings taken before the confirmation of this agreement will remain un-affected. Alternately, if villa owner prefers, they can indicate that they would rather have SKV set pricing by selecting the check box and signing appropriately. If you enter pricing below SKV will not change pricing for your villa unless we receive another completed, signed and dated contract from the villa owner. We will not make changes by phone call or email order. All pricing below is "what the guest pays" which is BEFORE commission to SKV.
- 25) Unless villa owner has previously taken their own booking, AND has notified SKV in a timely manner, Villa owner agrees to accept all SKV bookings for their villa at the rates specified below or as set by SKV, if the owner prefers SKV to set the rental rates.
- 26) Villa owner agrees to maintain their villa's online calendar provided through www.sunkissvillas.com with up-to-date information at all times OR to notify SKV within 24 hours of taking a booking of their own. Villa owner's failure to notify SKV of their own bookings OR to maintain an accurate calendar will constitute breach of this contract and SKV may elect to respond in one or all of the following options:
 - a. Suspend promotion of villa owners villa on www.sunkissvillas.com.
 - b. Suspend promotion of villa owners villa on advertising sites paid for by SKV.
 - c. Charge villa owner a site maintenance fee to cover the costs of maintaining the online calendar and hard copy cleaning calendar for the villa.
 - d. Charge villa owner an advertising and listing fee.
- 27) By specifying who receives payment for revenue below, villa owner releases SKV from any disputes for payment and must pursue such disputes with designated payee. SKV will assist by providing payment documentation upon request.
- 28) Photos and Videos
 - a. **Owner Photos and Videos** - Any photo or video submitted to SunKiss Villas by the owner of the villa is provided under a general release without expiration to SunKiss Villas, Inc. to use in promotional efforts for both the individual vacation home of the owner as well as for SunKiss Villas Inc. in general. SunKiss Villas is free to use submitted owner photos or videos in whatever capacity it sees fit in order to promote, market and secure inquiries and bookings, whether the villa owner is a current client of SunKiss Villas or not. Villa owner releases SunKiss Villas from all liability for use of owner supplied photos or videos. SunKiss Villas will not publish owner photos or videos that contain watermarks or external links with owner information as this would divert inquirers away from SunKiss Villas and owner agrees to remove said watermarks, links and owner information from any photo or video it supplies to SunKiss Villas for publishing.
 - b. **SunKiss Villas Photos and Videos** – Villa owner gives SunKiss Villas Inc. permission, and full release, to take photos or videos of the owner's vacation home in order to promote, market and rent said owner's vacation home. SunKiss Villas gives owner permission and general release to use any photo or video of villa owner's home that SunKiss Villas has taken and posted on the owner's property page on SunKissVillas.com. Owner understands that any photo or video taken by SunKiss Villas and posted on SunKiss Villas.com or any of its other "family of websites" may contain watermarks, links or contact information for SunKiss Villas. Villa owner understands that use of any photo or video posted by SunKiss Villas is free for them to use in their own marketing efforts and owner will use any photo or video taken and published by SunKiss Villas "**as is**" without alteration. Villa owner may request full size photos or videos taken by SunKiss Villas which will be supplied on CD or DVD and at additional cost to the villa owner. Requested photos and videos taken by SunKiss Villas will be free of watermarks, links and contact information for SunKiss Villas. SunKiss Villas gives villa owner permission to use said photos or videos in whatever capacity they see fit. SunKiss Villas in no way relinquishes ownership or its right to use any photo or video it takes, produces or publishes.

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F. Owner Bookings & Commissions/Charges

The section below contains the various levels of owner bookings / inquiries, and the charges to you, the owner, for SunKiss Villas processing of your bookings. Inquiries and bookings referred to in this section applies only to inquiries and bookings forwarded to SKV by villa owner. This section does not apply to any inquiry or booking SKV gets directly.

1. **Villa Owner handles everything themselves – No Charge To The Owner**
 - a. Villa Owner gives the guest all the information, terms or owner's own contract, takes payment, etc. and only notifies SunKiss Villas so SKV can record owner booking on SKV's online calendar and hard copy calendar and cleaning schedule.
2. **Villa Owner handles everything up to the point of processing credit card – guest is ready to book owner's villa. - 5% + \$25**
 - a. Villa Owner cultivates the inquiry, gives all information to the guest, answers all guest questions and negotiates the price and everything else for owner's guest, including:
 - i. Total rental amount including all taxes, pool heat, accidental damage protection, grill gas, etc. (If villa owner wants Accidental Damage Protection (ADP) included in the reservation, villa owner will need to include the current ADP amount in owner's quote to guest and let SKV know to include it.)
 - b. Villa Owner fills out the Online Owner Booking form with all information to alert SKV of owner booking. (From this point on SKV will take over completely, based on the information owner provides SKV, and answer any other questions the guest might have, etc.)
 - c. SKV will contact owner's guest for credit card details.
 - d. SKV records the reservation, blocks dates on both hard copy calendar / cleaning schedule and online calendar.
 - e. SKV processes reservation payment (reservation deposit or full payment) based on the information owner provides for quoted price and specifics.
 - f. SKV will email guest SunKiss Villas contract for completion and provide guest with all other information needed, including check-in/check-out instructions, final confirmation, driving directions, accidental damage protection insurance and travel insurance information, rental car sources, discount ticket information, etc.
 - g. SKV will alert Davenport Property Services (DPS) of the booking so DPS can schedule cleaning, etc.
 - h. SKV will process Security Hold 3 days prior to arrival and issue lock codes for guest's stay and email the lock code, alarm code, gate code, etc. to the guest 2 or 3 days prior to arrival.
 - i. After guest check-out DPS inspects the home for any damages and if damages are present SKV will either submit to insurance for accidental damage reimbursement of damage or withhold an appropriate amount from guest's Security Hold for damages that are not covered by accidental damage insurance.
 - j. SKV will email guest a Thank You for staying in owner's home and ask for feedback or review of owner's home.
3. **Villa Owner answers most guest questions and instructs guest to book directly online through owner's property page on SunKiss Villas Website – 3% + \$25.**
 - a. Owner alerts SKV to expect an online reservation for "name of guest".
 - b. SKV handles everything for your booking the same as from **Section "2-b" through "2-j"** of section "F" of this document.
4. **Villa Owner integrates SunKiss Villas secure online reservation system into their independent website – 3% + \$25.**
 - a. Online reservation notifications come through to SKV and SKV will handle everything the same as Section F-3 above.
 - b. Owner receives email notification of online reservation and alerts SKV with guest name (just to be sure SKV only retains the correct percentage for this booking.)
5. **Villa Owner forwards owner inquiries to SunKiss Villas and SKV will "cultivate" inquiry into bookings, IF possible – 10%.**
 - a. Owner does nothing with the inquiry except contact the guest to let potential guest know that SKV will be contacting them to answer any questions and process the reservation when guest is ready. Owner forwards the inquiry to SKV and SKV will take over. (Owner does not need to contact guest if owner wants SKV to handle it.)
 - b. SKV will contact the potential guest and "cultivate" the inquiry to try to secure the booking for owner's villa. SKV will answer all questions about owner's villa, quote prices, etc. (SKV does not guarantee any inquiry will become a booking.)
 - c. If owner's villa is available SKV will do everything SKV can to influence the guest to book owner's home.
 - d. If owner's villa is not available OR if the guest decides owner's home is not what they are looking for SKV will try to influence the potential guest to book another home listed on SKV's website. (These are called "Referral Bookings" – see below.)
6. **Referral Bookings – Guest cannot be placed in owner's villa but books another SKV home – 5% referral fee paid.**
 - a. If the inquirer decides to book a home, other than owner's, villa owner will receive a 5% referral fee up to a maximum payout to villa owner of \$150. (5% of the base rental amount or \$150 – whichever is less.) Here is an example where "Villa A" is owner's villa and "Villa B" is another SKV villa owned by another owner:
 - i. "Villa A" owner makes a referral to SKV from an inquiry owner receives for their villa, because they cannot take the booking in their own villa.
 - ii. SKV is able to cultivate and place the booking in "Villa B".
 - iii. "Villa B" owner pays SKV 15% commission for the booking.
 - iv. SKV distributes the 15% commission as follows: 5% of the booking, up to a maximum of \$150 (whichever is less) to "Villa A" owner for the referral inquiry that books and is confirmed.
 - v. SKV retains 10% of the commission paid from "villa B" owner.
 - b. Referral fees paid to "Villa A" owner are paid after the referral booking completes.
 - c. If referral booking cancels then no referral fee is paid.
7. **SunKiss Villas own bookings for your home continue at 15% of the total price.**

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Who do we make payment to? (See options below) 1. Owner – US resident 2. Owner – non-US resident – (for deposit to your US bank account) 3. Property manager (for application against your account) Other – please specify relationship	Please indicate who we make payment to here:
Where do we send payment to? (see options below) 1. Owner – US resident – owner's address 2. Owner – non-US resident – Property manager address for deposit into your US bank account 3. Other – please specify relationship	Please indicate where we send payment to here:

Check only the boxes below that you want. If you prefer to set your own rates and discounts then skip this section.	Sign only the items below that you want
I prefer to have SKV set rental rates.	Signature
I prefer to have SKV set discount structures and use best judgment when making offers to prospective guests.	Signature
I would like to offer my home to travel agents who contact SKV for an additional 5% commission to the travel agent.	Signature

Weekly Rental Rate Structure (please include tax) – (these are the prices guests pay)	
Season	Rate
Low Season – Winter	
Mid Season – March	
Peak Season – Easter	
Mid Season – Spring	
High Season – Summer	
Off Season – September	
Mid Season – Fall	
Peak Season – Christmas	
Other Fees (please include tax) – (these are the prices guests pay)	
Nightly rate (for stays less than 7 nights)	
Pool Heat - (per night)	
Discounts (Please indicate the maximum discount % you will offer. Enter "none" if you do not want to offer discounts.)	
14-20 nights	%
21-27 nights	%
28 nights or more	%
Additional Discounts (example: pool heat, extended stay)	

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Owner Name	
Owner's mailing address 1	
Address, line 2	
City	
State/Province	
Postal code/zip	
Country	
Owner phone 1	
Owner phone 2	
Owner email address 1	
Owner email address 2	
Tax Payer ID	
Signature	Signature
Date	

SunKiss Villas 1966 McCue Road Summersville, WV 26651	Phone: 1-407-479-8580 Fax: 1-407-479-3130 Email: svk1@sunkissvillas.com
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