



## Executive Housing STRATEGIES

TC4766 – Executive Housing Strategies

TP \_\_\_\_\_ - \_\_\_\_\_

### Advertising Contract

This **contract** dated \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_ is between \_\_\_\_\_ and \_\_\_\_\_ hereafter referred to as **OWNER** and **Executive Housing Strategies Inc.**, Commercial Telephone Seller License Number **TC4766**, hereafter referred to as **EHS**. The purpose of this contract is to provide advertising of the **Owner's** interest/ownership at \_\_\_\_\_ (**Property**) which the **Owner** wishes to rent & or sell. **EHS** is providing advertising only and is not a Licensed Real Estate Brokerage. **EHS** Cannot accept any offers for the **Owner's** listed property. **EHS** will forward all offers directly to the **Owner** so **Owner** can negotiate the rental & or sale of their listed property(ies). The owner must **accept, decline or counter** any offer that is present by **EHS**. Timing is essential and the **Owner** must respond within 48 hours of presentation of any offer or offer will be withdrawn and presented to another Owner with similar availability or unit type.

### Owner Information

Owner (1): \_\_\_\_\_ Owner (2): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State / Country: \_\_\_\_\_ Zip: \_\_\_\_\_  
Primary Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### Property Information

Resort Name (1): \_\_\_\_\_  
City: \_\_\_\_\_ State / Country: \_\_\_\_\_  
Bedrooms: \_\_\_\_\_ Bathrooms: \_\_\_\_\_ Usage: \_\_\_\_\_ Occupancy: \_\_\_\_\_  
Owner's Asking Rental Price: \$ \_\_\_\_\_ Firm Negotiable  
Owner's Asking Sale Price: \$ \_\_\_\_\_ Firm Negotiable  
Additional Information: \_\_\_\_\_

This contract is only applicable to the above listed property unless properties are listed on a separate schedule attached to this contract.



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### **Our Money Back Guarantee**

If the owner is able to obtain an offer for sale or rental 12 months of the date of this contract which generates a rental / sale other than through the advertising efforts of EHS, EHS will refund 100% of the advertising fee to the owner. Advertised property must be rented / sold within 90% of the EHS asking price and owner must present documentation from the resort or closing company. For a rental, documentation must show the name of renter and dates reserved with confirmation letter from resort. For a sale, closing documents must be provided. Documentation of rental or sale must be provided to EHS to obtain refund. Please call Customer Service directly at 321-236-6806 for a list of required documentation necessary to receive refund.

### **Terms and Conditions**

EHS is an independent advertising company. EHS is not a Real Estate Brokerage Firm nor is EHS affiliated with any Timeshare Resort. Owner gives EHS the permission to promote and advertise the property on the internet. Tradeshows and elsewhere to make information concerning the property available to Potential Renters / Buyers.

This agreement does not guarantee a rental or sale. Initial term of the advertising is ninety (90) days. EHS will continue advertising the property at its expense for the life of the Owner's deed, upon written or verbal notification. Owner's notification regarding any requested extension must be received by EHS prior to the end of ninety (90) day period and prior to the expiration of each ninety (90) day period thereafter.

Disclosure required by *Fla. Stats. 721.20 (9)*: Executive Housing Strategies, Inc. does not provide or engage in real estate broker services. Because Executive Housing Strategies, Inc. does not provide real estate services, Executive Housing Strategies, Inc. has itself sold zero (0) timeshare properties in the previous Two (2) years. Additionally, Executive Housing Strategies, Inc. clients have offline sales generated by offers directly to the owner, Executive Housing Strategies Inc. is unaware of the exact percentage of offers to sales. Executives Housing Strategies, Inc. has no knowledge regarding the average success rate of listings to sales because Executive Housing Strategies, Inc. is not involved in any negotiations relative to the sale, rental, closing or procurement of buyers of timeshare interests. There is no guarantee that any particular Timeshare interest can be rented or sold at any particular price or within any particular time. Any offers submitted by prospective buyers utilizing Executive Housing Strategies, Inc. advertising will be forwarded to the timeshare owner. Upon receipt of an offer, the timeshare owner can choose to retain broker /closing agent, there may be fees associated with the rental / sale that Executive Housing Strategies, Inc. has no control over.

### **Litigation, Liability and Dispute Resolution:**

In the event of any litigation between the parties under this Agreement, the parties shall and hereby submit to the jurisdiction of the state and federal courts of the State of Florida and venue shall be laid exclusively 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 EHS and hold EHS harmless from losses, damages, cost and expenses of any nature, including attorney's fees and from liability to any person that EHS incurs because of Owner's negligence, representations, misrepresentations, actions or inactions. All parties to this Agreement agree that disputes not resolved first by mediation will be settled by neutral binding arbitration in Orange County, Florida.

### **Litigation, Liability and Dispute Resolution:**

This agreement is the entire contract for listing and advertising Owner's property for rent or sale. This agreement contains the entire understanding between Owner(s) and EHS, unless a written addendum is added to this contract. Owner agrees that Owner(s) has not relied on anything other than what is expressly written in this document in the decision to voluntarily and freely enter this contract. This agreement is not binding until payment is received for services.

Executive Housing Strategies, Inc. 1500 Park Center Dr. Orlando, FL 32835 Phone: 321-236-6800 Fax:321-236-6801  
Email: support@executivehousingstrategies.com





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### Payment Information

Name on Card: \_\_\_\_\_ Card Type: \_\_\_\_\_ Card Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ CV2 \_\_\_\_\_

I \_\_\_\_\_ authorize EHS to charge my credit card a one-time fee in the amount of \$ \_\_\_\_\_ payable to EHS.

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

### **Owner's Right of Cancellation**

EHS will provide advertising services pursuant to this contract. If EHS represents it has identified a person who is interested in renting or purchasing an Owner's timeshare interest, then EHS must provide Owner with the name, address and telephone number of such represented interested party. Owner has the right to cancel this contract for any reason within ten (10) days from the date the Owner signs this contract and receives confirmation of the transaction. If Owner decides to cancel this contract, Owner must notify EHS in writing of the owner's intent to cancel. Owners notice of cancellation shall be effective upon the date sent and shall be sent to 1500 Park Center Drive, Orlando, FL 32835 or to support@executivehousingstrategies.com. Owner's refund will be made within twenty (20) days after receipt of notice of cancellation or within 5 days after receipt of funds from Owner's cleared check, whichever is later. You are not obligated to pay any money unless you sign this contract and return it to the Commercial Telephone Seller (EHS).

Acknowledge and accepted by:

\_\_\_\_\_  
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 property and have incurred other cost incident to this agreement, Owner waives the right to a refund of any portion of fee after expiration of the cancellation period, excluding the guarantee set out in agreement.

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