



Inventory #:
TC5948 ST45557
Rep: TP

Marketing Contract:

This advertising agreement is between Owner (Owner Information) and International Resort World, LLC (IRW) for the for sale and/or for rent by owner advertisement of the property (Property Information) set forth below.

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 Advertising Fee Refund Promotion:

If Owner independently completes a sale or rental without material assistance from IRW during the advertising term, IRW will refund the advertising fee upon written proof submitted within thirty (30) days of such sale or rental.

(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.)

International Resort World, LLC. 121 S Orange Ave, Suite 1533, Orlando, FL 32801
Phone: 407-429-4129 Email: support@internationalresortworld.com
Website: www.internationalresortworld.com



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Terms & Agreements:

International Resort World LLC (IRW) is an independent for sale / for rent by owner marketing and advertising company. International Resort World is NOT a real estate brokerage firm nor is International Resort World LLC affiliated with any vacation property resort. Owner gives International Resort World LLC 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 constitute a guarantee or promise of sale or rental. The initial advertising term shall be one hundred eighty (180) days from the effective date of this agreement. Total advertising terms shall not exceed two (2) one hundred eighty (180) day cycles or three hundred and sixty (360) days total. Any extension of advertising must be requested by the Owner in writing prior to the expiration of the applicable advertising period. This agreement will be considered fully fulfilled after both advertising terms. This applies only to the same property and the same Owner.

Disclosure required by *Fla. Stats. §721.20(9)*: International Resort World, LLC is a resale advertising service provider and does not provide real estate broker services. Because International Resort World LLC does not provide real estate broker services, International Resort World LLC has, itself, sold zero (0) vacation properties in the previous 2 (two) years. Additionally, since International Resort World LLC clients have offline sales generated by offers directly to the owner, International Resort World LLC is unaware of the exact percentage of offers to sales. International Resort World LLC has no knowledge regarding the average success rate of listings to sales because International Resort World LLC is not involved in any negotiations related 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 International Resort World 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 International Resort World LLC has no control over.

IRW uses, but is not limited to, the following websites to attract prospective renters/buyers:

www.internationalresortworld.com. Owner agrees to pay a one-time advertising fee of \$

All fees are payment solely for advertising and marketing services and are not commission or brokerage fees.

Your vacation property advertisement will be included on IRW's website, but will not specifically be included in other advertisements, which IRW utilizes to generate traffic to IRW or their website.

IRW 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 IRW 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.



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Terms & Agreements (continued):

IRW 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 IRW is entirely up to you.

Florida Seller of Travel: International Resort World LLC is registered with the state of Florida as a Seller of Travel. Registration No. ST45557. IRW primarily gives advice and guidance on travel-related services and travel-related information and is not responsible for booking or availability. Promotional travel certificates may be provided by independent third parties and are not part of the advertising fee.

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 IRW and hold IRW harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person that IRW 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 IRW. 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. Owner consents to receive informational communications from IRW regarding contract administration via telephone, email, or text message. *When we use the words IRW, we, us, and our in this Agreement, we are referring to International Resort World LLC. When we use the words you and your, we are referring to the Owner(s).



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PAYMENT INFORMATION:

Payment Type: **Expiration Date:**
Card Number: XXXX-XXXX-XXXX- **CV2:**
Name on Card:

**I authorize IRW to charge my credit card a one-time fee in the amount of \$
Payable to International Resort World LLC. Card security information is collected
securely and not retained.**

VACATION PROPERTY OWNER’S RIGHT OF CANCELLATION

International Resort World LLC will provide rental and/or resale advertising services pursuant to this contract. If International Resort World LLC represents that International Resort World LLC has identified a person who is interested in purchasing or renting your vacation property interest, then International Resort World 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 International Resort World LLC in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to 121 S Orange Ave, Suite 1533, Orlando, FL 32801 or to support@internationalresortworld.com. Your refund will be made within 20 days after receipt of the notice of cancellation or within 5 days after receipt of funds from your cleared check, whichever is later. You are not obligated to pay International Resort World LLC any money unless you sign this contract and return it to International Resort World 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 the 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.