



ID R20305

TC 5546

Rep: Michael Sowards

TP 84102

Advertising & Marketing Contract:

This contract is between James Micheli (Owner/Client) and All Villa Options (AVO) for the- *for sale by owner and/or the- for rent by owner* advertisement of the following:

The Central at 5th by Hilton Club

Name: James Micheli Phone Number: 631-707-6562
Address: 5 Cotton Tail Court Secondary Number: N/A
City: Wading River Third Number: N/A
State: NY Email: jpaulmicheli@gmail.com
Zip: 11792 Email 2: N/A

Total Advertising Fee: \$ 2,829 - \$900 Discount = \$1,929

The advertising fee is due upon execution of this contract.

Property Information:

Name: The Central at 5th by Hilton Club Asking Sales Price: \$ N/A
City: New York City Asking Rental Price: \$ N/A
State: NY Maintenance Fees \$ 1,900.00
Bedrooms: Varies Bathrooms: Varies
Points (if applicable): 7200 Even Or Odd years: N/A
Usage Annual Exchange Co: N/A Week# FLT

Special Features/notes (if applicable):

* Owner is offering (3) 2 bedroom units for \$3,500 negotiable per week, as well as (1) studio unit for \$1,800 negotiable.



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Terms & Agreements:

All Villa Options (AVO) is an independent for sale/ for rent by owner marketing and advertising company and a wholly owned subsidiary of G-Star Services, LLC. AVO is NOT a real estate brokerage firm nor is AVO affiliated with any vacation property resort. AVO does not engage in any activities described in F.S. 475.01(1)(a). Owner/Client gives AVO the permission to promote and advertise the property on the internet and elsewhere to make information concerning the property available to potential buyers, renters, real estate agents, travel agents, brokers, corporate event planners, exhibitors, magazines, blogs, events and other. AVO does not provide or assist in any direct sale or any other real estate brokerage service other than advertising your timeshare interest for sale or rent by you. Any offers submitted by prospective buyers utilizing AVO 's advertising will be promptly forwarded to the vacation property owner/client. Upon receipt of an offer, the vacation property owner/client can choose to handle the transaction on his/her own or retain an independent broker/closing company. If an owner/client chooses to retain a broker/closing agent, there may be fees associated with the rental/sale that AVO has no control over. You should review your vacation property/timeshare interest purchase documents in order to determine if you have the ability to rent out your vacation property/ timeshare interest. AVO makes no representation as to your ability to rent your vacation property/ timeshare interest, and you are solely responsible to determine if you may rent your vacation property/ timeshare.

This agreement does NOT guarantee a sale or a rental. Initial term of advertising is ninety (90) days. AVO will continue advertising the property at no additional cost until the property is rented or sold upon written or verbal notification. To renew, you may call or email us at: admin@allvillaoptions.com. Owner's/Client's notification regarding any requested extension must be received by AVO prior to the end of the ninety (90) day period and prior to the expiration of each ninety (90) day period thereafter.

AVO does not state or imply that any sales or rentals have been achieved or generated as a result of its advertising service. AVO does not state or imply that your vacation property/ timeshare interest has a specific resale or rental value or that it can be sold or rented within any specific time. AVO cannot and does not appraise the value or rental price of your vacation property/timeshare. You, the owner of the property will solely establish the price for your rental/sale. The period of time that it takes to you to rent and/or sell 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 and/or sell your vacation property. AVO does not go to your Resort to show it, nor does it rent or sell vacation properties, timeshares, or in any way guarantee the sale or rental of any vacation property/ timeshare of which it advertises on behalf of Owner/ Client. Whether you decide to rent or sell your vacation property/timeshare based upon an inquiry generated through AVO is entirely up to you.



AVO may use, but is not limited to, the following websites/other methods to attract prospects and prospective renters/buyers for its clients: www.allvillaoptions.com Google, Bing, Yahoo, AOL, Commercials, Video Marketing, Social Networks, Internet pop ups, Referrals, Face to Face, Field Marketing, Conventions, Events, Mailers, Email Blasts, Brochures, Pamphlets and more. The itemized cost for the resale advertising service provided by AVO is: Admin Cost \$ 579.00, cost to advertise online and/or print is \$ 900.00, cost to advertise at Other \$ 450.00. Your for sale by owner and/or for rent by owner advertisement will be included on AVO 's website, but will not specifically be included in other advertisements, which AVO utilizes to generate traffic to AVO and/or: www.allvillaoptions.com

Litigation, Liability, and Dispute Resolution: All parties agree to resolve any 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 and hold AVO harmless from losses, damages, costs and expenses of any nature, including attorney's fees, and from liability to any person that AVO incurs because of Owner/Client's negligence, representations, misrepresentations, actions or inactions.

Limited Money Back Guarantee: If owner/client's advertisement remains active & continual with AVO and owner/client is able to obtain an offer and generate a sale or rental other than through marketing efforts of AVO, AVO will refund 100% of the advertising fee to the owner/client with conclusive documentation. Advertised property must be rented/sold within 10% of the original listing asking price and solely applies to the property that is contracted. Does not apply to owner upgrade agreements with resort or advertisements that have gone inactive.

Entire Agreement: This Agreement is the entire contract for listing and advertising the Owner's/ Client's property. This agreement contains the entire understanding between Owner/Client and AVO. Owner/Client agrees that Owner/Client 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 AVO, we, us and our in this Agreement, we are referring to G Star Services d/b/a ALL VILLA OPTIONS. When we use the words you and your, we are referring to the vacation property/ Owner(s)/ Client(s).

If Owner/Client does not cancel this agreement during the cancellation period, it is understood that owner/client agrees these provisions are fair and reasonable in owner's opinion. Owner/ Client understands that because AVO has 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 fee after expiration of cancellation period, excluding the guarantee set out in the agreement.



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Payment Information

I authorize All Villa Options to charge my *credit card/ check* a one-time non- recurring fee in the total amount of \$ 1,929.00 payable to All Villa Options (AVO) for advertising and marketing services.

Name on card: James Micheli Last 4 9554 CVV: 392 Exp. Date: 02/23 Billing Zip 11792

VACATION PROPERTY OWNER/ CLIENT’S RIGHT OF CANCELLATION

All Villa Options (AVO) will provide rental/ resale advertisement services pursuant to this contract. If AVO represents that AVO has identified a person who is interested in renting and/or purchasing your vacation property interest, then AVO must provide you with the name, address, and telephone number of such represented interested rental or resale purchaser.

You have an unwaivable right to cancel this contract for any reason within 10 days after the date you sign this contract. If you decided to cancel this contract, you must notify All Villa Options in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to All Villa Options 5448 Hoffner Ave Suite 201, Orlando FL 32812 or to admin@allvillaoptions.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 All Villa Options any money unless you sign this contract and return it to All Villa Options.

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.

Owner/ Client Signature

Date

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



**ALL VILLA OPTIONS
ADVERTISING AND MARKETING SERVICES
PAYMENT AUTHORIZATION**

RE: ID(s) R20305

NAME: James Micheli

TOTAL ADVERTISING AND MARKETING FEE AMOUNT I AUTHORIZE TO BE CHARGED TODAY \$1,929.00

PAYMENT TYPE: Mastercard CARD/ NUMBER *****9554 CVV: 392 EXP: 02/23

I agree to pay above total amounts listed for each card/check in accordance with card issuer's agreement. I understand All Villa Options (AVO) is an independent for sale by owner / for rent by owner advertising and marketing company. AVO is not a real estate brokerage firm nor is AVO affiliated with any vacation property, resort, timeshare developer or other. AVO does not engage in any activities described in F.S. 475.01(1)(a). I understand that AVO will use valuable time and resources to advertise and promote my property and will incur other costs incident to this agreement and waive the right to a refund of any portion of the total fee after 10 days of signing and returning this authorization, excluding the guarantee set out in the agreement. It is understood and agreed that I find these provisions are fair and reasonable in my opinion and that my advertising campaign will commence upon AVO's receipt of this authorization.

Signature: _____ Date: _____