



TC5546 - All Villa Options  
TP<sup>22030</sup>- Ana Conrado

## Advertising Contract

This **contract** dated 29th of July 2021 is between Randy G. Niles and N/A hereafter referred to as **OWNER** and **All Villa Options**, Commercial Telephone Seller License Number **TC5546**, hereafter referred to as **AVO**. The purpose of this contract is to provide advertising of the **Owner's** interest/ownership at The Westin Ka'anapali Ocean Resort Villas (**Property**) which the **Owner** wishes to rent & or sell. **AVO** is providing advertising only and is not a Licensed Real Estate Brokerage. **AVO** cannot accept any offers for the **Owner's** listed property. **AVO** 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 **AVO** Timing is essential and the **Owner** must respond within 48 hours of presentation of any offer or offer will be withdrawn and presented to another **Owner** with similar availability or unit type.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):** Randy G. Niles **Owner (2):** N/A  
**Address:** 6017 Milton Avenue  
**City:** Whittier **State / Country:** CA **Zip:** 90601  
**Primary Phone:** 562-896-0896 **Alt. Phone:** N/A **Other:** N/A  
**Email Address:** rgniles@verizon.net

## Property Information ID: R21350

**Resort Name (1):** The Westin Ka'anapali Ocean Resort Villas  
**City:** Lahaina **State / Country:** HI  
**Points:** 148,100 **Bedrooms:** 2 L/O **Bathrooms:** 2 **Exchange:** I.I.  
**Owner's Asking Rental Price:** \$ 5,800 **Firm** **Negotiable** X  
**Owner's Asking Sale Price:** \$ N/A **Firm** **Negotiable**  
**Additional Information:** Owner is also renting 148,100 points at \$5,800 negotiable.

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 AVO, AVO will refund 100% of the advertising fee to the owner. Advertised property must be rented / sold within 90% of the original advertised owner's 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 AVO to obtain refund. Please call Client Services directly at (407) 796-7076 for a list of required documentation necessary to receive refund. Money Back Guarantee does not apply to owner upgrade agreements with resort or inactive advertisements.

### **Terms & Conditions:**

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 Timeshare resort. Owner gives AVO the permission to promote and advertise the property on the internet. Tradeshows, print, email, direct face to face and elsewhere to make information concerning the property available to potential buyers, renters, agents, corporate event planners and others.

This agreement does not guarantee a rental or sale. Initial term of the advertising is ninety (90) days. AVO 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 AVO 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): All Villa Options does not provide or engage in real estate broker services. Because All Villa Options does not provide real estate services, All Villa Options has itself sold zero (0) timeshare properties in the previous Two (2) years. Additionally, All Villa Options clients have offline sales generated by offers directly to the owner, All Villa Options is unaware of the exact percentage of offers to sales. All Villa Options has no knowledge regarding the average success rate of listings to sales because All Villa Options 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 All Villa Options 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 All Villa Options 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 AVO and hold AVO harmless from losses, damages, cost and expenses of any nature, including attorney's fees and from liability to any person that AVO 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 AVO, 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.



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**Payment Information**

Name on Card: Randy G. Niles Card Type: AMEX Card Number: xxxx xxxx xxxx 1008

Expiration Date 04/24 CV2 0742 Billing Zip 90601

I \_\_\_\_\_ authorize AVO to charge my credit card a one-time fee in the amount of \$ 1,929.00 payable to AVO.

**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's Right of Cancellation**

**AVO will provide advertising services pursuant to this contract. If AVO represents it has identified a person who is interested in renting or purchasing an Owner's timeshare interest, then AVO 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 AVO 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 All Villa Options 5448 Hoffner Ave Suite 201, Orlando FL 32812 or to admin@allvillaoptions.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 (AVO).**

Acknowledged and accepted by:

|                  |             |                  |             |
|------------------|-------------|------------------|-------------|
| _____            | _____       | _____            | _____       |
| <b>Signature</b> | <b>Date</b> | <b>Signature</b> | <b>Date</b> |

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 Owner's opinion. Owner understands that because we have used valuable time and resources to advertise and promote 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.