



## REAL ESTATE BROKER REFERRAL AGREEMENT

HYATT VACATION MARKETING CORPORATION (HVMC), BROKER

DATE

(CLUB RESORT)

### DEFINITIONS:

- (a) "Sale" means completion of a fully executed contract ("Contract") for purchase of a Residence Club Resort Interest for which (a) at least 20% of the Sales Price has been fully paid by Registered Prospect, and (b) the rescission period required under state law has expired.
- (b) "Closed Sale" means a completed transaction that has been recorded in the public records of the applicable county.
- (c) "Residence Club Resort Interest" means a vacation ownership interest in the Residence Club Resort.
- (d) "Registered Prospect" means an individual, couple, or entity who was introduced to HVMC through the direct efforts of the Broker.
- (e) "Sales Price" means the total net purchase price contained in the Contract for the purchase of a Residence Club Resort Interest. The net purchase price is the contract price less any incentives given to the buyer at the time of sale.

### REGISTERED PROSPECT REQUIREMENTS:

- (a) To qualify as a Registered Prospect, this form must be fully completed and executed BEFORE the prospect has had contact with HVMC either in person or by telephone, mail, courier service, e-mail, or fax.
- (b) The following are specifically excluded from qualifying as a Registered Prospect: (i) prospects properly registered as a Registered Prospect by another real estate broker; (ii) owners of any Club Resorts Interest or any other interests in resort(s) that are affiliated with the Hyatt Vacation Club ("Affiliate Resorts"); (iii) registered referrals from owners of any Affiliate Resort; (iv) prospects who are currently registered as a lead or a tour with any Affiliate Resort; (v) prospects who have previously toured the Club Resort or any Affiliate Resort within the past 6 months; (vi) prospects who have had contact with a sales representative at the Residence Club Resort or any Affiliate Resort within the past 6 months; (vii) guests staying at, or with a current reservation to stay at, the Residence Club Resort, or any Affiliate Resort that has a Hyatt Vacation Club sales office.
- (c) To qualify as a Registered Prospect, the Broker must do either of the following: (i) accompany the prospect to the Residence Club Resort sales office and introduce the prospect to a Sales Manager or the Reception Supervisor; or (ii) submit to HVMC this signed and completed Agreement containing the prospect contact information. The prospect must have indicated that they have an interest and that they would like an HVMC sales representative to contact them.
- (d) The Registered Prospect must attend a sales presentation at the Residence Club Resort Sales Office or requested information via phone, fax or e-mail within 60 days of the date of this Agreement and purchase a Residence Club Resort Interest within 180 days of the sales presentation that results in a Closed Sale.
- (e) The registration contemplated by this Section only applies to Sales of Residence Club Resort Interests in the Club Resort and NOT to sales of timeshare interests in any other Affiliate Resorts.

Upon the occurrence of a Closed Sale with a Registered Prospect, Broker shall have earned a referral fee ("Marketing Fee") of three (3%) percent of the Sales Price. The Marketing Fee shall be due and payable according to the following schedule: 1) One and one half percent (1½%) within thirty (30) days after completion of all of the requirements have occurred to be considered a Sale. 2) One and one half percent (1½%) within thirty (30) business days after completion of all of the requirements to be considered a Closed Sale.

When a Registered Prospect is referred to, or contacts an Authorized Representative, HVMC shall seek to arrange for the Registered Prospect to attend a sales presentation, and will, in good faith, attempt to effect a Sale of a Club Resort Interest to the Registered Prospect in accordance with HVMC's business practices and procedures.

Broker agrees to (a) follow and adhere to HVMC's policies, practices, and procedures respecting the sale of Club Resort Interests; (b) maintain his/her/its Real Estate Broker's License in good standing; and (c) comply with all applicable laws.

Broker shall pay all expenses relating to the referral of Registered Prospects.

Broker shall not have any authority to bind HVMC by any act, promise, or representation, and Broker has no authority to make any agreements, representations, or concessions on behalf of HVMC. Broker is not an employee of HVMC, thus, no deductions such as taxes or unemployment insurance shall be deducted from Broker's commission.

This Agreement is a non-exclusive agreement between the Parties. HVMC may engage other real estate brokers for similar services, and Broker may enter into similar agreements with other parties.

HVMC hereby agrees to indemnify, defend, and hold Broker harmless from and against any and all losses, claims, demands, actions, and causes of action resulting from any misleading or false statements contained in any presentation by HVMC to any of Broker's Registered Prospects or any such false or misleading statements contained in any Sales Material provided by HVMC. Likewise, Broker hereby agrees to indemnify, defend and hold HVMC harmless from and against any and all losses, claims, demands, actions, and causes of action resulting (i) from any negligent, reckless, or willful statements of a false or misleading nature by Broker or any of Broker's salespersons, agents or employees, concerning the Club Resort or HVMC; (ii) from any act or failure to act constituting negligence, or willful misconduct by Broker or Broker's salespersons, agents or employees; or (iii) from the breach by Broker of this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands on this day and year set forth above:

"HVMC"

"Broker"

By

By

Print Name

Print Name

As Its

As Its



## PROSPECT'S INFORMATION

### FOR COMPLETION BY BROKER:

|  |               |
|--|---------------|
| Registered Prospect's Name(s)          |               |
| Registered Prospect's Address          |               |
| Registered Prospect's Phone Number (H) | (W)           |
| Registered Prospect's Cell Number      | Email Address |

### BROKER INFORMATION:

|   |  |
|---|--|
| Michael Saunders & Company                        |  |
| Real Estate Agency                                |  |
| 61 S. Blvd of the Presidents Sarasota, FL 34236   |  |
| Address   |  |
| 941.388.4447                                      |  |
| Phone (office)                                    |  |
| John M. August                                    |  |
| Agent Name  | Agent Signature  |
| Date  | Agent's License Number **Please attach a business card** |
| Christine del Monte                               |  |
| Hyatt Vacation Marketing Corporation Agent's Name |  |