Savvy Traveler Marketing Agreement

This Contract for Services (this "Contract") is entered into between the undersigned (“seller”) and Savvy Traveler, LLC (“STL”).

1. DESCRIPTION OF SERVICES. Beginning on the date this document is signed below STL agrees to begin marketing the seller’s timeshare for sale. STL agrees to aggressively market your timeshare to both domestic and international buyer using industry standard marketing techniques including but not limited to; advertising your timeshare for sale on the most visited timeshare sales websites; via pay-per-click ads on the web and to our network of brokers who have storefronts in major timeshare locations across the U.S., Canada, Mexico and the Caribbean. All above mentioned marketing cost will be paid by STL.

2. PAYMENT FOR SERVICES. Seller agrees to transfer all banked weeks and to pay STL the following:

CHOOSE ONE:

Option 1	**$550.00 upfront fee:**	_____
Option 2	**$1,300 payment upon sale:**	_____
Option 3	**Seller to pay $1,400 to deed property to STL, plus $475 closing costs, recording fees (if deeded), and resort transfer fee if applicable TBD** (Not available for all resorts)	_____

3. TERM. This agreement shall be in effect for TWELVE (12) months from the date of signing. (Not applicable for options 3)

If you chose **Option 1** this contract **may** be cancelled without cost or obligation by seller in writing, within seven days of execution of this agreement. If you fail to notify STL that you want to cancel this contract you will be charged for any marketing fees STL incurs.

If you chose **Option 2** this contract **may not** be cancelled without cost or obligation by seller. Seller agrees to pay STL for its marketing cost not to exceed $350.00 upon cancellation within the term of this contract.

4. EXCLUSIVITY.

If you chose **Option 1** this contract is non-exclusive and therefore the seller can contract with other brokers, listing agents or take steps independently to sell their property without any further financial obligation to STL.

If you chose **Option 2** this contract is an exclusive marketing agreement and therefore you agree not to dispose of this timeshare in any way during the term of this Agreement. If you do dispose or take steps to make the property unavailable for transfer i.e., fail to pay maintenance fees, taxes, assessments, mortgage, you bank the week etc. you agree to pay STL up to $350 for advertising and marketing costs.

It is the seller’s responsibility to inform STL if the property is unavailable for sale as indicated below for any reason, including but not limited to, the unit has been banked, fees are unpaid, there is a problem with title etc.

5. SALES PRICE. If you chose **Option 1** seller retains the right to accept or reject purchase offers.

If you chose **Option 2** seller surrenders the right to accept or reject purchase offers and thereby must accept whatever price STL is able to find a buyer to pay. If it is the same or less than the $1,300 payment owed to STL seller will receive no proceeds from the sale but agrees to sign all documents necessary in order to transfer the property to the buyer.

6. INDEMNIFICATION. The parties agree to indemnify and hold each other harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the other, or their employees, agents or subcontractors that result from the acts or omissions of that party and/or his employees, agents, or representatives. ***Seller hereby states that all fees are current and they agree to keep them current until transfer is complete***

7. WARRANTY. The parties shall provide their services and meet their obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in their industry and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to theirs on similar projects.

8. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

9. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

10. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

11. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Montana.

12. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person, by certified mail or email, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

13. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Savvy Traveler, LLC

_____ Dated:_____

Craig Otte, Member

Seller

_____ Dated:_____

Printed: