

**Vacation Resorts International - GEORGIA
EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT**

Date: _____

BROKER: Vacation Resorts International, Joseph A. Takacs, Jr. GA 170070

The "Property": Petit Crest Villas

Villa/Wk _____ **Unit Type:** 2-Bedroom/Loft

Usage: Fixed

Type: Weeks

Ownership: Deeded or Trust (Beneficial Interest)

The "Owner(s):

Owner Name(s): _____

Owner Residence Address: _____

City: _____ **State:** _____ **Zip:** _____

Owner Phone Numbers:

Home: (_____) _____

Work: (_____) _____

Fax: (_____) _____

Owner Email address: _____@_____

Owner Email address: _____@_____

Contract

This is a contract to sell your week. This is an agreement between Vacation Resorts International (Broker) and the Owner (singular or plural) for the purpose of listing the Property for sale. The Brokers information:

Georgia business address:

Vacation Resorts International c/o Petit Crest Villas
P.O. Box 250, Marble Hill, GA 30148
Fax--706.268.3710 or Email -- jamie.kemp@vriamericas.com

Broker's website:

www.vriresorts.com

Term

The contract begins on the _____ day of _____, 20_____ and expires one (1) year later. The only way it can be changed or renewed is in writing.

Exclusive Right to sell

This agreement gives the Broker the exclusive right and authority to market and sell the Property as the agent of Owner for a period of twelve (12) months. This means that the Broker will have earned commission if the Property is sold by the Broker or the Owner. **If you want to sell this property on your own or with other brokers, you should not sign this agreement.**

Usage of Property

You still have the right to occupy, rent, exchange, or use the time-share during the term of this agreement, unless you agree otherwise with a purchaser. You should consider using your week while it is listed.

Responsibilities of Vacation Resorts International as Broker

Broker shall be responsible under this Listing Agreement for the following.

- Market the Property.
- Maintain proper records and safeguard and properly handle all funds, such funds to be delivered to escrow agent as described herein.
- Be loyal and follow reasonable instructions and act with care, diligence, and skill.
- Disclose any non-confidential information which would influence the Owner's decisions.

Broker Compensation

There are no fees or costs for this listing. The Broker gets paid when we sell your week, at closing. Owner agrees to pay Broker a cash commission on the gross sales price of fifty (50%) percent with a minimum of seven hundred fifty dollars (\$750.00). The commission and minimum are per week in the event of multiple weeks listed.

Listing Price

How much do you want to list your week for? \$ _____

Is there a minimum you want to end up with after all costs? _____

Maintenance Fees, Taxes, and Assessments

You should continue to pay all fees billed by the Association while your week is listed. If any fees are owed at the time of closing, they will be deducted from any proceeds which you would receive after commissions and legal costs are paid.

Escrow and closing:

Escrow and closing will be handled by a licensed timeshare title company. They will hold all the money, prepare the deed and close properly.

Conveyance of Title/Marketable Title

By signing this listing – you are stating that you have legal ownership and the legal right and authority to sell your timeshare week(s). **IF THAT IS NOT TRUE AND IT TURNS OUT THAT TITLE IS NOT MARKETABLE, SELLER WILL BE RESPONSIBLE FOR THE MINIMUM COMMISSION AMOUNT.**

You are also stating that there are no loans or other unpaid obligations associated with the week, and you agree to deliver title to the Property subject only to non-delinquent taxes and assessments, and easements, covenants, conditions, and restrictions of record.

Transfer of Title

You are promising – for the benefit of the eventual buyer, that the Property is free and clear of liens, encumbrances, and adverse claims. You are also agreeing to sign a general warranty deed at closing.

General Terms and Conditions

- The terms and conditions of this agreement shall be binding upon both parties.
- There are no other agreements, promises, or understandings either expressed or implied between the parties other than what is in this document.
- Changes to this agreement will be in writing.
- All property will be listed and offered by Broker without respect to race, color, religion, sex, national origin, handicap, or familial status. We WILL NOT DISCRIMINATE.

Fee Disclosure

There are no fees up front. You will pay a commission to the broker. You will also pay any past due fees to the Association if any are due.

DO NOT RELY ON PAST PERFORMANCE AS AN INDICATOR OF THE LIKELIHOOD OF SALE OF YOUR TIMESHARE.

By signing below, the seller(s) hereby evidence their agreement to the terms and conditions herein.

Signature of Owner: _____
Print name: _____

Date: _____

Signature of Co-Owner: _____
Print name: _____

Date: _____

Acceptance by Broker: _____

Date: _____