

Vacation-renter Inc. Reservation Services

PO Box 127671 San Diego, CA 92112-7671

Phone: (888) 470 6111 ext 9/ Fax: (619) 793-5101

THIS PROPERTY OWNER USER AGREEMENT ("Agreement") contain the terms and conditions that apply to a property owner and/or manager, as applicable ("Owner") use of the Marketing and Sales Services (as defined below) currently made available through the Web Site currently located at www.Vacation-renter Inc. and all affiliates associated and owned by "Company". This agreement is between Owner and Vacation-Renter Inc. ("Company"), the owner of the Company Web Site and its affiliates. The Marketing and Sales Services are provided upon payment of the "Commission Rate Percentage" (as described below) and acceptance of this Agreement as provided below. Please read this Agreement carefully as it governs your use of the Marketing and Sales Services.

By clicking on the "I ACCEPT" button, you acknowledge that you have agreed to all of the terms of this Agreement and that you have agreed to become a party, as the Owner, to, and legally bound by, this Agreement. If you do not agree to all of the terms of this Agreement, click on the "I DECLINE" button. You will not be able to register for or use the Marketing and Sales Services described within this agreement provided by "Company" if you click on the "I DECLINE" button.

RECITALS

A. The Company owns and operates a Marketing and Sales Services (as defined below) for property owners and managers of vacation rental properties ("Vacation Rentals") that enables renters of vacation properties and other targeted customers, such as travel agents, tour operators and corporate travel planners, to query the Company Web Sites and Company Distribution Channels (as defined below) for vacation properties that meet their criteria and make reservations by phone or by utilizing internet based reservation systems that communicate the reservation information directly to Owner. The Company utilizes appropriate software systems ("Software") in providing the Marketing and Sales Services.

B. Owner wishes to utilize the Marketing and Sales Services and advertise its Vacation Rental(s) on the Company Web Site and Company Distribution Channels and certain third party web sites.

C. Subject to the terms and conditions of this Agreement, the Company desires to grant, and Owner wishes to receive, a service license to use the Marketing and Sales Services and Software.

Services Provided by Vacation-renter Inc.: Vacation-renter shall act as a non-exclusive agent for marketing & reservations for the Company and or individual (s) listed above for the vacation rental property listed under “VACATION RENTAL PROPERTY LOCATION”. Owner agrees to abide by all of the following procedures, terms and conditions of the Vacation Rental Marketing Agreement

Reservation Procedures

1. Owner is required to keep their respective inventory of available room nights in the Vacation-renter Inc. database up to date at all times.
1. Based on available room nights in Vacation-renter Inc. database, customer places reservation with Vacation-renter Inc. via telephone or internet
2. Vacation-renter Inc. will email notification of new reservations to Owner.
3. Owner must confirm receipt of reservation with Vacation-renter Inc. immediately upon receiving reservation notification.
4. Once receipt of reservation has been confirmed by Owner, check-in, check-out and other related instructions (as provided by OWNER) will be communicated to guest at this time by Owner.
5. In the event of an overbooking and said Owner cannot accommodate one of the customer’s reservations the Owner is required to contact Vacation-renter Inc. immediately by phone at (888) 470-6111 ext 9 to inform us of the overbooking.
6. Proceeds from reservations will be distributed to Owner by the 14th of the month following the customer’s check out.
 - b. EXAMPLE: Guest checks out of Owner’s property on July 28 and check is issued to Owner by August 14.
 - c. Vacation-renter Inc. will deduct all applicable commissions from rental proceeds before sending remaining proceeds to Owner.
7. In the event of an overbooking or non response from Owner, Vacation-renter Inc. requires a written apology and explanation to the guest for this inconvenience absolving Vacation-renter Inc. of any responsibility. In addition, an overbooking fee as outlined in General Terms and Conditions, item 7 will be assessed to the Owner for each overbooked reservation resulting from the insufficient owner maintenance of the Vacation-renter Inc. availability database.

General Terms and Conditions

1. **Services Provided:** Vacation-renter Inc. shall only provide marketing, reservation processing and customer payment processing services for Owner. All other related services and functions shall be provided by OWNER. This includes but is not limited to check-in, check-out, emergency/after-hours response, cleaning of property, payment of applicable taxes, repairs to unit, maintenance of unit, inspections and all other property management duties.
2. **Commissions:** OWNER agrees to pay compensation to Vacation-renter Inc. for reservation and marketing services at the agreed upon commission rate of **16%** based on the guest total stay. The reservation service commission will be deducted from the rental proceeds distributed to Owner each month. The

provisions of this agreement shall remain in force regardless of rate change, guest name change or length of stay.

3. **Specials:** Vacation-renter Inc. offers increased exposure for properties through use of our websites' "Specials" section. This program is available at an increased commission rate of 18.4%. Vacation-renter Inc. must be notified via email if Owner wishes to be added or removed from this program. Vacation-renter Inc. reserves the right to limit the amount of participating properties.
4. **Web Site Content:** Owner agrees to provide and keep updated all Vacation-renter Inc. information, descriptions and materials for each of its properties that are listed and as found on the "**Vacation Rental Information Form**". Owner agrees to hold Vacation-renter Inc., its employees or related vendors harmless in the event inaccurate information is displayed online or conveyed through its call center. Owner gives Vacation-renter Inc. the right to use all information, material descriptions and photos listed with Vacation-renter Inc. on its' websites, any affiliated websites or related marketing materials. All submitted photos, virtual tours and related property information becomes the property of Vacation-Renter Inc.. All photos taken by Vacation-renter Inc. are the property of Vacation-renter Inc. and cannot be used without written permission by Vacation-renter Inc..
5. **Change of Ownership/Management:** In the event that said property is going to be listed for sale the Owner agrees to give written notification to Vacation-renter Inc. prior to being placed on the market. The terms of this agreement shall survive and remain in effect upon the sale or the transfer of ownership or management. Said Owner agrees to honor all future reservations and pay all commissions. If Owner does not provide adequate notice of pending sale (60 days or more) then Vacation-renter Inc. is entitled to all outstanding rental income owed to Owner.
6. **EXCLUSION OF WARRANTIES / LIMITATION OF LIABILITY AND DAMAGES.**

6.1 EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTED SERVICE, ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE.

6.2 EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS ESTABLISHED BELOW, NEITHER PARTY SHALL BE LIABLE WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, EVEN IF THE OTHER PARTY HAS ADVISED THAT SUCH DAMAGES ARE POSSIBLE.

6.3 UNDER NO CIRCUMSTANCE SHALL THE COMPANY OR ANY OWNER OF A COMPANY DISTRIBUTION CHANNEL BE LIABLE FOR WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS THAT RESULT FROM THE USE OF OR THE INABILITY TO USE THE

SOFTWARE, OR THE USE OF, UNAVAILABILITY OR INOPERABILITY OF THE COMPANY WEB SITE, ANY COMPANY DISTRIBUTION CHANNEL OR THE INTERNET, OR TECHNICAL MALFUNCTIONS, COMPUTER ERRORS OR LOSS OR CORUPTION OF DATA, EVEN IF PROPERTY OWNER OR AUTHORIZED REPRESENTATIVE, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.4 UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR ANY CLAIMS RELATED TO THE RENTAL OF ANY PROPERTY RENTAL, INCLUDING WITHOUT LIMITATION, CLAIMS RELTATED TO FRAUDULENT RENTERS OR DAMAGE OR LOSSES CAUSED BY RENTERS OR ANY RENTER'S FAILURE TO PAY PROPERTY OWNER.

6.5 IN ADDITION, IN NO EVENT SHALL COMPANY BE LIABLE TO THE PROPERTY OWNER OR ANY OTHER PARTY FOR ANY AMOUNT OF AGGREGATE CONSIDERATION, WHETHER RESULTING FROM DAMAGES, INDEMNIFICATION OR DEFENSE OBLIGATIONS OR OTHERWISE, WHICH EXCEEDS THE TOTAL AMOUNT OF THE PAYMENTS PAID BY PROPERTY OWNER TO COMPANY HEREUNDER.

7. **Merchant Account Fees:** In the event that Vacation-renter Inc. is assessed a chargeback by its merchant account provider or customer credit card issuing bank as a result of owner negligence or misrepresentation, Owner agrees to provide all necessary documentation and information in order to comply with merchant account provider inquiry. In addition, Owner agrees to pay a \$250 fee to Vacation-renter Inc. for each chargeback assessed by a cardholder relating to a reservation placed on Owner's behalf. In addition, Vacation-renter Inc. shall still be entitled to all applicable commissions on reservations regardless of payment status of customer.
8. **Oversold Reservations:** In the event that an owner insufficiently and negligently maintains the Vacation-renter Inc. property availability database and a reservation occurs in an oversold situation, Owner agrees to pay a \$500 oversold fee to Vacation-renter Inc.. This fee may be deducted from rental proceeds being distributed to Owner.
9. **Automatic Renewal:** This agreement will renew automatically for successive periods and may be cancelled by either party at anytime for any reason by notification in writing via email.
10. **Miscellaneous:** This agreement shall be interpreted in accordance with the State of California and any legal proceedings or disputes arising out of this agreement shall be settled via biding arbitration in the State of California.
11. **Amendments; Waivers:** This Agreement may be amended or modified by the Company upon notice to Property Owner. If any provision of this Agreement (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the parties and shall be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in this Agreement. No provision of this Agreement may be waived except by an instrument in writing executed by the party against whom the waiver is to be effective. The failure by either party to insist upon strict performance of any of the provisions contained in this Agreement shall in no way constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent

default by the other party in the performance of or compliance with any of the terms and conditions set forth in this Agreement.

12. **Termination:** In the event of cancellation of this agreement said Owner agrees to honor all reservations placed before the date of termination. Said Owner also agrees to pay all commissions due for reservations made prior to the termination date. If Owner fails to honor all future reservations, Vacation-renter Inc. is entitled to all outstanding rental income owed to Owner.