



Fla. Seller of
Travel Ref.
No. ST38244

LOCATION SPECIFIC AGREEMENT

Company Name: Westgate Resorts
Tour Locations: Cocoa Beach, FL
Pay Per Qualified Day Drive Tour = \$250

A qualified prospect shall be defined as follows:

- a. This day drive program is available to prospects who are married or cohabiting couples as well as single ladies. No single men.
- b. All participants must be US residents and fluent in English.
- c. If married or cohabiting, guests must be 25 to 70 years of age.
- d. A single lady must be 28 to 70 years of age.
- e. If married or cohabiting, the couple must have an annual combined income of no less than \$50,000.
- f. A single lady must have a personal annual income of \$50,000 or more annually.
- g. Upon arrival, prospects will be required to present two forms of identification, a valid Driver's License, or governmental ID, along with a major credit card (Visa, Master Card, American Express or Discover) or a debit card.
- h. Couples, married and cohabiting, need only one credit or debit card between them.
- i. The guests must not be residents of **Brevard County**.
- j. A single lady must have a Major Credit Card or debit card of her own.
- k. Cohabiting couples will be required to present ID with matching addresses or other proof of cohabitation.
- l. Prospects must complete the 90-minute travel presentation.
- m. Couples must complete the presentation together.
- n. This program is not available to anyone who are parents or child of an existing Westgate Owner.
- o. This program is not available to anyone who is a current Westgate owner, (timeshare or travel club) Global, Save-on, Voyages, Club Newport, World Ventures, Sears or ICE.
- p. This offer is not available to anyone who is employed in the hotel or timeshare industries.
- q. This offer is not provided to anyone who is under the influence of drugs or alcohol at the time of the presentation.
- r. If travelling **single**, the guest must **not be a resident of Florida or Georgia**.
- s. The 90 to 120 minute presentations are conducted at:

Westgate Cocoa Beach Resort
3550 N ATLANTIC AVE
COCOA BEACH, FL 32931
Current Tour Schedule

The 90-minute presentations will take place on the following schedule:

OPEN: Monday, Tuesday, Friday, Saturday & Sunday

CLOSED: Wednesday & Thursday

Tour Waves: 9 am, 11.30 am & 1.30 pm

- t. To the fullest extent permitted by law, booking agent/vendor agrees to reimburse, indemnify and hold Gunn Marketing Group harmless from and against all claims, damages, losses, fines, penalties, judgments, awards and expenses, including reasonable attorney's fees arising out of or resulting from booking agent/vendor's breach of any representations, warranties or terms of this agreement, including, without limitation, losses resulting from misrepresentations to prospects or potential prospects or violations of any applicable law or regulation. Such indemnification shall specifically include, but not be limited to, any liability incurred by Gunn Marketing Group as a result of any misrepresentation by booking agent/vendor, its employees, agents, subcontractors and/or

representatives, to members of the general public or any violation of the "Do Not Call" policy of the Company the client will be touring with or any federal or state "do not call" list.

- u. This project does not provide the call center with access to a Federal Trade Commission or State DO NOT CALL list. Instead, this project will provide credentials for the call center to upload their dialing lists at the dnc.com website which purportedly will remove the phone numbers that appear on any applicable do not call list at the time of upload. This project assumes complete and total responsibility for any violations of Federal, State or Local do not call regulations, policies or laws that result in legal action including all related fines and legal fees. This project does not assume responsibility for gross negligence, in such cases where the call center is knowingly and/or willfully violating the Telephone Consumer Protection Act "TCPA" (such as, but not limited to the use of auto-dialers, caller ID "spoofing" or verbal misrepresentations). It is the responsibility of the call center to upload their dialing lists at the dnc.com website every 30 days to remove phone numbers that have been added to or appear on any applicable do not call list from their dialing lists.
- v. The dnc.com credentials provided to the call center may not be used for anything other than specific Gunn Marketing Group projects.
- w. Any data, including, but not limited to, customer telephone numbers and email addresses, uploaded to the provided dnc.com and corporate.vacationoffer.com platforms remains the proprietary property of the call center and will not be used by this project or Gunn Marketing Group in any manner whatsoever.
- x. Call center has also received credentials for the online tour manifesting application found at corporate.vacationoffer.com. All tours must be entered in the application prior to the client's arrival.
- y. Booking agent/vendor agrees to be in full compliance with all state and Federal telemarketing regulations and to possess all required licenses, registrations and subscriptions.
- z. If you will be dialing outbound as part of this project, you must make Gunn Marketing Group aware of the phone number(s) that will be displayed on the CALLER ID of prospects receiving calls.

Please note that Caller ID number here: _____

- aa. This location provides all qualified tours with the Select My Reward Now order form at the conclusion of the presentation. The couple or single lady will then complete the form and mail it to GMG. The chosen incentive will then be mailed to the prospect. The call center offered this project will also receive a .pdf of the Select My Reward Now order form. The incentives listed on that form include certificates that can be redeemed towards:
 - 5 DAY CARNIVAL CRUISE** - 5 Day & 4 Night Carnival Cruise for 2 adults departing from many major ports including Seattle, WA. Meals, snacks, entertainment, and many on-board activities are included. The offer does not include refundable deposit of \$99.00, taxes and other fees of approximately \$225-\$245 per person.
 - 8 DAY/7 NIGHT CONDO STAY** – provides resort accommodation for two adults and up to two guests in choice of nearly 3,000 exciting destinations around the world. The offer does not include refundable \$100 deposit, resort fees & room taxes starting at \$39.90 per night.
 - AIR, HOTEL & MORE** – Includes airfare for two adults departing and arriving from any major airport in the continental United States and **HOTEL ACCOMMODATIONS** for three days and two nights in the Wyndham, Marriott or Choice family of hotels. This offer also includes a 3-day **CAR RENTAL VOUCHER**,

and a \$50 rebate on a future hotel stay. Terms and certain conditions of use apply. The offer does not include fees, taxes, personal expenditures, reservation deposit of \$50.00 per person insurance, gratuities, and transportation to and from the hotel.

3, 4, 5- or 7-NIGHT CRUISE FOR TWO ADULTS – double occupancy, departing from most major ports in the continental United States. Cruise lines such as Carnival, Norwegian, Royal Caribbean. The offer includes meals in the main dining room and non-alcoholic beverages. The offer does not include transportation to and from the cruise port, taxes, gratuities, incidentals, port fees, surcharges, or cruise reservation processing fee of \$99.00 per person.

2 ROUND TRIP AIRLINE TICKETS – All arrangements are based upon availability. The offer does not include transportation to and from the airport. Requires a \$75.00 reservation processing fee. Airline ticket cost cannot exceed \$350.00.

7" GOOGLE ANDROID TABLET – Capacitive touch screen, Android 4.4 with Wi-Fi, Bluetooth and USB port. Supports all Android edition games, and 2,000 free apps in Google Market

Additionally, each touring couple will receive a \$100 Discount Dining Deals card at the conclusion of the presentation. Unlike the Select My Reward Now incentive, which is mailed to the client after the visit, the Discount Dining Deals card is given to the touring couple at the location.

- bb. If you will be advertising this package online, first make us aware of the verbiage and graphics that will appear, as well as the website address and sale price.
- cc. If, in the course of your dialing, you encounter a client who asks to not be called again, you must remove their number from the active call list, prevent them from being added to any future dialing list and make Gunn Marketing Group aware of the client's request, so that it can be shared with the sales site and any other call center working on the project.
- dd. In the event this agreement is terminated, GMG agrees to honor all bookings submitted prior to the termination date, as well as all bookings scheduled for the five tour days following the date of termination.
- ee. GMG will provide vendor with 5 days of notice for any changes, including changes in tour times, incentives, closures, or allotments.

Signed: Michelle Tutelbaum Company: MBA MARKETING 2/14/23
Booking Agent/Vendor

Signed: _____ Date: _____
Gunn Marketing Group