



## LOCATION SPECIFIC AGREEMENT

Presentation Location: Virginia Beach, Virginia: VSA Resorts (vacation ownership)  
Incentives offered: 2 nights' accommodations.

**VENDOR PAY PER QUALIFIED COUPLE = \$100.00**

### **Tour Qualification Requirements:**

- a. All prospects must attend a vacation ownership presentation at VSA's Sales Center lasting approximately 90 – 120 minutes.
- b. All prospects must possess and present a valid driver's license or government photo identification card AND a major credit card, (Visa, MasterCard, American Express or Discover), or a debit card with a Visa or Master Card logo at the presentation.
- c. The ideal prospect for this promotion is a married couple and they must make up 75% of our overall tour flow.
- d. All prospects must be US residents who speak and understand English.
- e. At least one member of the couple must be at least 25 years of age and no older than 74 years of age.
- f. Couples must have a combined annual household income of \$50,000 or greater.
- g. A small number of bookings for engaged or cohabiting couples will also be accepted, but they cannot exceed 15% of the overall number of bookings submitted. These cohabiting or engaged couples must present identification showing matching addresses in order to combine their individual incomes to reach the minimum of \$50,000 annually.
- h. An even smaller number of bookings, no more than 10% overall, will be accepted for single clients. A single client must meet the income requirement on their own.
- i. At least one member of the couple must be gainfully employed, although retired, non-working couples are also welcome as long as they have a combined annual household income of \$50,000 or greater.
- j. Prospects may not be involved in an open bankruptcy.
- k. Prospects may not have taken advantage of a promotional offer through VSA in the last 24 months.
- l. Prospects may not be current or past owners of VSA.
- m. Prospects may not be current or past employees of VSA or of the marketing vendor/broker.
- n. Prospects must be fully and accurately informed of the promotional requirements and details of participation.
- o. Although all clients will be touring and seeing the vacation ownership presentation at The Ocean Key Resort, guests will enjoy their two nights of accommodations at The Atrium Resort, if sold out they will be staying at The Ocean Key Resort as per the discretion of the sponsor. All accommodation is subject to availability. We'll know which location your client is going to be staying in when we receive the reservation confirmation number.
- p. Clients will check in at their accommodation location upon arrival in Virginia Beach. Most clients will attend the tour/presentation the following day, but the resort reserves the right to offer clients other tour time options. They will assign the client's tour date and time when they provide reservation confirmations. That information can then be shared with the client in the confirmation letter and during the confirmation call.
- q. A Confirmation Letter is required.

- r. The booking agent must give GMG a 7 day notice of cancellations or changes.
- s. Check-Ins are currently limited to Friday, Saturday, Sunday or Monday only.
- t. Sales center is closed Wednesday to Friday.
- u. 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.
- v. Reservations cannot be made less than 5 business days prior to the requested arrival date. All cancellations made less than 5 business days prior to arrival date and all no shows will be charged back a one night no show charge including taxes. One night plus tax will be charged back for any guest that is not cancelled and does not arrive. There will be a two-night charge plus taxes for guests that arrive but don't tour or arrive but do not meet the qualification requirements.
- w. During the life of this of this agreement booking agent may not pursue a separate agreement with this client.
- x. In the event this agreement is terminated, GMG agrees to honor all reservations confirmed prior to termination date.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

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