



Property ID: 4897406

TC 5358

Rep: Alexa Horta TP 104076

Marketing Contract:

This contract is between **Miguel A. Birriel** (Owner) and Resort Access Network, LLC (RAN) for the, for sale and/or for rent by owner advertisement of the **Berkshire Mountain Lodge** property.

Owner Information:

Name: **Miguel A. Birriel**

Address: **708 Princess Ct. Newport News, VA 23608**

Phone Number: **757-988-0334**

Secondary Number: **757-386-0119**

Fax Number: **N/A**

Email: **miguelyvilma88@verizon.net**

Property Information:

Resort: **Berkshire Mountain Lodge**

City: **Pittsfield**

State: **MA**

Asking Sales Price: **N/A**

Asking Rental Price: **\$2,100 Neg**

Deeded Points: **N/A**

Bedrooms: **2**

Bathrooms: **2**

Occupancy: **4-6**

Usage: **Annual**
for rent at \$2,100 Negotiable per week.

Special Features: **Owner has (4) getaway weeks available**

Limited Money Back Guarantee:

If owner is able to obtain an offer and generate a sale or rental other than through the marketing efforts of RAN, RAN will refund 100% of the advertising fee to the owner.

(Property must be rented/sold within 10% of the original listing asking price and solely applies to the property that is contracted.)



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Terms & Agreements:

Resort Access Network, LLC (RAN) is an independent for sale / for rent by owner marketing and advertising company. Resort Access Network is NOT a real estate brokerage firm nor is Resort Access Network, LLC affiliated with any vacation property resort. Owner gives Resort Access Network, LLC the permission to promote and advertise the property on the internet, conventions, tradeshow, magazines and elsewhere to make information concerning the property available to potential buyers, renters, real estate agents, travel agents, brokers, and others.

This agreement does NOT guarantee a sale or a rental. Initial term of advertising is ninety (90) days. RAN will continue advertising the property at no additional cost until the property is rented or sold upon written or verbal notification. Owners' notification regarding any requested extension must be received by RAN prior to the end of the ninety (90) day period and prior to the expiration of each ninety (90) day period thereafter.

Disclosure required by *Fla. Stats. §721.20(9)*: Resort Access Network, LLC does not provide or engage in real estate broker services. Because Resort Access Network, LLC does not provide real estate services, Resort Access Network, LLC has itself sold zero (0) vacation property Properties in the previous 2 (two) years. Additionally, Resort Access Network, LLC clients have offline sales generated by offers directly to the owner, Resort Access Network, LLC is unaware of the exact percentage of offers to sales. Resort Access Network, LLC has no knowledge regarding the average success rate of listings to sales because Resort Access Network, LLC is not involved in any negotiations relative to the sale, rental, closing or procurement of buyers of vacation property interests. There is no guarantee that any particular vacation property interest can be rented or sold at any particular price or within any particular time. Any offers submitted by prospective buyers utilizing Resort Access Network, LLC's advertising will be promptly forwarded to the vacation property owner. Upon receipt of an offer, the vacation property owner can choose to handle the transaction on his/her own or retain an independent broker/closing company. If an owner chooses to retain a broker/closing agent, there may be fees associated with the rental/sale that Resort Access Network, LLC has no control over.

RAN uses, but is not limited to, the following websites to attract prospective renters/buyers: www.resortaccessnetwork.com The itemized cost for each resale advertising service provided by RAN is: **\$532.00**, Cost to advertise on Google is **\$532.00**, (Cost to advertise on each website) **\$532.00**. Your vacation property advertisement will be included on RAN's website, but will not specifically be included in other advertisements, which RAN utilizes to generate traffic to RAN or their website.

RAN cannot and does not appraise the value or rental price of my vacation property. You, the owner of the property will solely establish the price for your rental/sale and that RAN has made no representations as to the period of time that it will take to rent your unit. The period of time that it takes to rent your vacation property will be determined in large part by market conditions, the size, location of your vacation property, the quality of the resort where your vacation property is located, and the time of year that you desire to rent/sell your vacation property.

RAN does not go to your Resort to show it, nor does it rent vacation properties, or in any way guarantee the sale or rental of any vacation property which it advertises. Whether you decide to rent or sell your vacation property based upon an inquiry generated through RAN is entirely up to you.



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Litigation, Liability, and Dispute Resolution: All parties agree to resolve complaints arising out of this agreement by mediation in Orange County, Florida. Any disputes not resolved first by mediation will be settled by neutral binding arbitration in Orange County, Florida. The parties knowingly and voluntarily waive their right to a jury trial in the resolution of any dispute between them. Owner shall indemnify RAN and hold RAN harmless from losses, damages, costs and expenses of any nature, including attorney's fees, and from liability to any person that RAN incurs because of Owner's negligence, representations, misrepresentations, actions or inactions.

Entire Agreement: This Agreement is the entire contract for listing and advertising Owner's property. This agreement contains the entire understanding between Owner and RAN. Owner agrees that Owner has not relied on anything other than what is expressly written in this document in the decision to voluntarily and freely enter this contract. *When we use the words RAN, we, us and our in this Agreement, we are referring to Resort Access Network, LLC. When we use the words you and your, we are referring to the Owner(s).



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PAYMENT INFORMATION:**Payment Type: MasterCard****Expiration Date: 06/25****Card Number: xxxx-xxxx-xxxx-1176****CV2: 261****Name on Card: Miguel A. Birriel**

**I authorize RAN to charge my credit card a one-time fee in the amount of \$1,596.00
Payable to Resort Access Network, LLC.**

VACATION PROPERTY OWNER'S RIGHT OF CANCELLATION

Resort Access Network, LLC will provide resale advertising services pursuant to this contract. If Resort Access Network, LLC represents that Resort Access Network, LLC has identified a person who is interested in purchasing or renting your vacation property interest, then Resort Access Network, LLC must provide you with the name, address, and telephone number of such represented interested resale purchaser.

You have an unwaivable right to cancel this contract for any reason within 10 days after the date you sign this contract. If you decide to cancel this contract, you must notify Resort Access Network, LLC in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to 100 E Sybelia Ave, #217, Maitland, FL 32751 or to support@resortaccessnetwork.com. Your refund will be made within 20 days after receipt of notice of cancellation or within 5 days after receipt of funds from your cleared check, whichever is later.

You are not obligated to pay Resort Access Network, LLC any money unless you sign this contract and return it to Resort Access Network, LLC.

IMPORTANT: Before signing this contract, you should carefully review your original vacation property purchase contract and other project documents to determine whether the developer has reserved a right of first refusal or other option to purchase your vacation property interest or to determine whether there are any restrictions or special conditions applicable to the resale or rental of your vacation property interest.

Please sign below:

DocuSigned by:

Miguel A. Birriel

3/17/2021

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Signature**Date****Signature****Date**

If Owner does not cancel this Agreement during the cancellation period, it is understood that Owner agrees that these provisions are fair and reasonable in Owner's opinion. Owner understands that because we have used valuable time and resources to advertise and promote Property and have incurred other costs incident to this Agreement, Owner waives the right to a refund of any portion of fee after expiration of cancellation period, excluding the guarantee set out in the agreement.

Resort Access Network, LLC. 100 E Sybelia Ave, # 217, Maitland, FL 32751
Phone: 1-877-475-6005 Fax: 407-386-7933 email: support@resortaccessnetwork.com
Website: www.resortaccessnetwork.com