

Please Read Carefully.

Property Referral Agreement

THE PARTIES TO THIS AGREEMENT ARE:

The Owner: _____

The Company: Perfect Fit Vacations

Whereas the Company may refer potential guests to private owners/managers for a marketing fee per accepted reservation.

The Owners/Managers agree to the following:

1. The marketing fee shall be calculated as 10 per cent (10%) of the rent value of the property being rented and any add-on services at the time of booking, less any taxes. Maximum marketing fee due will be \$800 per transaction. Minimum marketing fee due will be \$50 per transaction. GST is applicable. Marketing fees will be reversed if the guest must cancel, and the owner has not held any fees from the guest. If the owner has held deposits as per their rental terms, than a credit will be issued to the owner and the fee will be reduced to \$50. The credit will be applied to future bookings only and will have no cash value. Subsequent add-ons or extended stays or services to the referred customer shall not be subject to a referral fee except where such subsequent rental is the direct result of a repeat referral direct from the company.

1. The marketing fee shall be an adjusted fee of 8% for owners with more than 2 active property listed, (3-9) Owners with 10 or more active properties listed will receive our best marketing rate of 5% Minimum and Maximum will apply as above.

2. Upon confirmation of an accepted rental, an invoice to the Owner will be created, and payment shall be effected within fourteen (14) days of submission of said invoice.

3. Placement of advertisements and referral methods for the Company are at the sole discretion of the Company.

4. The Owner may make use of the Company's Logo for the sole purpose of promoting the Company's Website or services. Any such use shall be in accordance with the Company's approval. It is expressly understood that this referral agreement does not grant the Owner any interest in the Company's Business.

5. The relationship between the parties shall at all times be that of independent contractors. No employment, partnership or joint venture relationship is formed by this marketing agreement and at no time may the Owner position itself as affiliated to the Company, except as an independent referrer.

6. This agreement does not grant exclusive rights to the Company, to act as the sole marketer on behalf of the Owners, the said owner may seek other marketing methods, and services. However, if a marketing fee is generated, the owner agrees to fulfill this obligation to this transaction, or compensate the renter to equivalent value.

7. The Owner agrees not to disclose any confidential information pertaining to the Company's Operation or services. The Owner may do follow-up enquiries with its referred customers to gather feedback about their experience with the Company's Services.

8. Either party may terminate this agreement at any time without notice. Upon termination by either party all outstanding fees due to the Company at that time shall be settled in full within three (3) business days.

9. Each owner agrees to, defend and hold Perfect Fit (and any other relation

to the company) harmless against any and all claims of errors and omissions.

10. Each owner is solely responsible for the information displayed on his property listing (s). Each owner must agree to be honest and be able to verify all information displayed in the listings. We will do our best to verify information in the listings but cannot be held liable for information misrepresented by the owners or for the owners' obligations as a host.

11. Each owner is solely responsible for the moneys received from the renter, the check-in/out details, and all aspects of renting the property. Other than a marketing fee for the property, Perfect Fit accepts no liability for transactions and/or discrepancies between the owner and the tenants. Compensation to the owner or the guest is limited to the amount of the marketing fee.

12 Upon acceptance of the referral booking, the owner becomes solely responsible for all transactions and dealings with the guests and the property. Should a guest cancellation be placed after 7 days of booking, the owner cancellation fees apply to the renter, as per the owners' agreement, and the owner shall receive their marketing fee as a credit to be applied only, (no cash refund) and will forfeit a minimum \$50, service fee.

13 All listings remain the property of Perfect Fit Vacations, any photos, videos, or contracts typed on behalf of the client, that have not been paid for with a direct invoice, remain the property of Perfect Fit Vacations and cannot be used by the client in other marketing, unless marketing is directed only to our website.

This agreement constitutes the whole agreement between the parties and any alteration must be in writing and signed by both parties.

Terms 1-13 dated February 2016.

**Signed at _____ on this _____ day of
_____ 20____.**

Owner

Company

Both signatories duly warrant their authority to sign this agreement.

Submitting the sign up, by clicking submit, confirms you agree to all terms and agreements upon registration validates this contract.

Perfect fit Vacations.com KS Online Property Services