

**OPEN NET LISTING AGREEMENT**

**STANDARD/PREMIUM (please circle)**



Please complete a separate agreement for each timeshare interest you are selling.

OWNER: \_\_\_\_\_ CO-OWNER: \_\_\_\_\_

PHONE: \_\_\_\_\_  
Home Work Cell

ADDRESS: \_\_\_\_\_  
Street City State/Region  
Zip/Postal Code Country

EMAIL ADDRESS: \_\_\_\_\_ DATE: \_\_\_\_\_

RESORT	UNIT#	WEEK#	FIXED/FLOAT	SALES PRICE	NOTES
_____	_____	_____	_____	_____	_____

**TERMS AND CONDITIONS OF OPEN NET LISTING and MARKETING AGREEMENT**

1. This is an OPEN NET LISTING AGREEMENT whereby the Seller shall receive the net proceeds upon the closing of the sale by PLS, Inc. Sales & Marketing, Inc. (PLS, Inc.). PLS, Inc. shall assist to determine the sales price of said property, employ marketing methods, bear all costs associated with marketing, selling and delivery to seller the net proceeds as stated above at time of closing, less any outstanding obligations as noted below.
2. Seller gives PLS, Inc. the right to sell the property herein described at the price and terms set forth in this contract, or at any other price, or upon any other terms accepted by the Seller during this contract, upon which Seller agrees to pay PLS, Inc. a 50% (fifty percent) commission.
3. This contract shall be effective for a period of (12) twelve months from the date set forth below. A \$99.00 listing fee is required for each 12-month effective period. (waived for Premium Listing package)
4. All proceeds from the sale of the property will be disbursed to the Seller within 330-60 days of closing. (subject to Deeding)
5. This contract does not permit PLS, Inc. the right to make use of the property.
6. In the event of a sale of the property, notification to the Management Company will be the responsibility of PLS, Inc.
7. If clear title cannot be issued or if Seller defaults. Seller agrees to pay for any title search costs incurred.
8. Owner(s)/Seller(s) agree to hold PLS, Inc. Sales & Marketing, Inc., its representatives, agents and employees harmless against any claims resulting from any eventual dispute between them and the Resort and/or any other company, in the event any money is owed by him/her/ them.

**ADDITIONAL TERMS AND CONDITIONS**

Buyer **SHALL** be responsible for: recording fees, documentary stamps, intangible taxes, other closing costs in the amount of \$495.00. Seller **SHALL** be responsible for: all outstanding obligation(s) against said property, including, but not limited to, association fees, taxes, special assessments, estoppels, judgments or mortgages. Any outstanding obligation(s) shall be deducted from the net proceeds above at closing. THERE IS NO GUARANTEE THAT YOUR TIMESHARE INTEREST CAN BE SOLD IN ANY PARTICULAR PERIOD OF TIME.

DO NOT ENTER INTO THIS AGREEMENT IF YOU DO NOT FULLY INTEND TO SELL YOUR TIMESHARE.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PLS, Inc. Sales & Marketing REPRESENTATIVE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Broker

\_\_\_\_\_  
Date

# RESALE PRICING

**HOLIDAY FLOAT**                      **N/A**

**PRIME FLOAT**                         **N/A**

**PRIME FIXED**                        **\$5,000 - \$15,000**

*Please bear in mind that these are unique times in the resort's history and the world around us. Estimated market pricing is based on historical demand and in no way represents an accurate forecast of the possible sales price. The seller is reminded to take this into account when both listing and selling. All offers will be presented to the seller on a timely basis and the seller is of free will to determine the final selling price.*