EXCLUSIVE RIGHT TO SELL AGREEMENT

RESORT:	UNIT NO.	WEEK(S)	GROSS SALES PRICE
PALM BEACH RESORT	_____	_____	$_____

Mortgage Holder:_____ Amount Due:_____ Acct. No._____

1. In consideration of the services of Cunningham Property Management Corp., a Licensed Real Estate Broker, ("CPMC") hereinafter referred to as Agent, the undersigned Owner(s) hereby grant the Agent the exclusive right to sell the property described above for a period of twelve (12) months from the date this Agreement is signed by the Owner(s) at the price stated or at any other price and terms agreed to by the Owner(s) in writing. The Owner(s) agree that this Agreement will automatically terminate one (1) year from the date it is signed by the Owner(s) unless it is extended in writing by either the Owner(s) or the Agent at least thirty (30) days prior to termination. There shall be no additional costs not set forth herein to the Owner(s) in the event of an extension or termination of this Agreement.
2. The Agent shall use its best efforts to secure a purchaser for the property at its sole expense, via advertisements in various trade publications, newspapers, travel publications and professional association publications. The type, number and frequency of such advertisements shall be in the sole discretion of the Agent, and may include only general references to timeshare property without specifically naming the above property as being for sale. The Agent shall complete the purchase agreement forms and forward same to the buyer and the Owner(s) for execution. Once the completed forms, executed by all parties, are received by the Agent, the forms along with any earnest money deposit(s) shall be forwarded to the Escrow Agent for closing.
3. The Owner(s) agree to pay the Agent a sales commission of 35% (thirty-five percent) of the gross sales price. Should the Owner(s) sell this property to anyone introduced to them by the Agent during the term of this Agreement or within ninety (90) days after the expiration of this Agreement, the Owner(s) agree to immediately pay the Agent the commission set forth above. Except as otherwise provided in this paragraph, no fee or other compensation shall be paid to the Agent in advance of the resale of the property. Should the Agent present the Owner(s) with an offer for the price listed on this Agreement and the offer is refused by the Owner(s), the Owner(s) agree to immediately pay the Agent the commission described above as compensation for services rendered. Should a purchaser default under the terms of a signed purchase agreement, fifty percent (50%) of the deposit paid by the purchaser, but not exceeding the commission provided above, shall be paid to the Agent as full consideration for the Agent's services, and the balance shall be paid to the Owner(s).
4. The Owner(s) warrant and represent to the Agent that the Owner(s) have legal authority and capacity to convey the property described above; that title to said property is marketable; and the Owner(s) will execute and deliver a statutory warranty deed conveying such property and all other documents or instruments required to convey the property free of all encumbrances except taxes for the year of sale, mortgages of record (only if assumed), and easements, reservations and restrictions of record; and that the property is not subject to any known existing or pending liens. The Owner(s) agree that the Owner(s) are responsible for all costs and other actions necessary to provide title as described above, and except as otherwise provided in the purchase agreement, for all costs related to closing of the sale, including, but not limited to, recording fees, documentary stamp taxes, closing and escrow fees, and title insurance premiums and search fees. The net proceeds of the sale (the gross sales price less any costs to be paid by the Owner(s) and the commission described above) shall be paid to the Owner(s) by the closing agent.
5. The Owner(s) shall have the responsibility, at their sole cost, to notify the managing entity of the timeshare plan and any exchange company of which the Owner(s) are members, of the sale of the property.
6. Neither the Agent nor any other person acting by, through or under the Agent shall make any use whatsoever of the property without the prior written consent of the Owner(s).
7. There is NO LISTING, REGISTRATION OR MARKETING FEE charged to the Owner(s).
8. There are no other agreements, promises or understandings either expressed or implied between the Owner(s) and the Agent other than specifically set forth herein, and there can be no alterations of or changes to this Agreement except in writing and signed by the Owner(s) and the Agent. In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. For all matters of interpretation, the laws of the State of Florida shall prevail.
9. There are no existing judgments or pending litigation against the Agent resulting from or alleging a violation by the Agent of Chapters 475, 498, 718 or 721, Florida Statutes, or alleging consumer fraud on the part of the Agent.
10. The Owner(s) hereby acknowledge receipt of a copy of this Agreement. The Owner(s) agree(s) to refer all inquiries received concerning the property during the period of this Agreement to the Agent. This Agreement shall be performed in full compliance with federal, state and local fair housing laws without regard to race, color, religion, age, sex, country of origin or handicap.

THERE IS NO GUARANTEE THAT YOUR TIME-SHARE PERIOD CAN BE SOLD AT ANY PARTICULAR PRICE OR WITHIN ANY PARTICULAR PERIOD OF TIME.

OwnerSignature_____SS#:_____Date:_____

OwnerSignature_____SS#:_____Date:_____

DaytimePhone:_____Agent,by:_____ Date:_____

CUNNINGHAM PROPERTY MANAGEMENT CORP.
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