

# PROPERTY MANAGERS and VACATION PROVIDERS

**Background:** We provide free platforms for both vacation rental property managers and vacation providers. Our services include but are not limited to promotion at black tie fundraising events (auctions/raffles) and promotion on thousands of private label (TravelPledge) websites. Please insert your company name as a **vacation provider** or **vacation rental property manager** below.

## **Vacation Providers-** (Typically providing only vacation certificates)

Vacation Provider \_\_\_\_\_, "Provider" will provide (under the terms of this agreement) CHLLC (Charity Helpers, LLC dba Geronimo.com and TravelPledge.com), with an inventory of vacations at properties owned, managed by or promoted by the Provider. CHLLC will promote to prospective vacationers of through fundraising events, private label charity websites (TravelPledge.com), social media channels, live events, and other avenues. Provider agrees to provide CHLLC with vacation certificates that are valid for vacations in a fixed date range and to clearly define what the certificate holder can expect to receive on their vacation. CHLLC will price vacations per Provider's account settings and will make payments to Provider whenever a certificate posted by Provider sells.

**OR**

## **Vacation Rental Property Managers**

Property Management Company \_\_\_\_\_, "Manager" will provide CHLLC (Charity Helpers, LLC dba Geronimo.com and TravelPledge.com) with inventory of vacations at properties owned or managed by / promoted by the Manager. CHLLC will promote to prospective renters of such properties through events, its website, and through hundreds of private label charity websites (TravelPledge.com), social media channels, live events, and other avenues. Manager agrees to provide CHLLC with rentals on a space available basis (meaning the rental is not already booked if the manager posts availability to CHLLC), for registered CHLLC Renters ("Renter") to book a reservation (a "Reservation"). Manager may also post vacation certificates that are valid for a wide range of dates to be used at auctions and raffles supported by CHLLC. CHLLC will price vacations per Manager instructions (account settings) and will make payments to Manager whenever a vacation books or certificate sells.

## **PAYMENT TO VACATION PROVIDER / VACATION RENTAL PROPERTY MANAGER** (by CHLLC)

**Vacation Certificates-** Posted vacation certificates are offered to non-profits hosting fundraising auctions/ raffles and are controlled with the Provider's / Manager's certificate settings. When a certificate is sold, the portion due to the Manager/Vacation Provider (typically 50% of the winning bid) will be promptly submitted to Manager/Vacation Provider by CHLLC.

**Actual Reservations-** For purposes of this agreement, the following terms shall apply with respect to reservation booked within the CHLLC network of sites: "*Gross Rent*" shall be the amount paid by the Renter for the use of the vacation, "*Additional Fees*" are taxes, linens, cleaning, damage waivers, etc. "*Manager Commission*" (the amount that the manager makes on the reservation) shall be that amount determined by multiplying the Gross Rent by the Manager Commission percentage. "*Net Rent*" shall be the Gross Rent less the Manager Commission. "*Owner Share*" shall be the Net Rent less the charitable portion of the Net Rent (typically 50%) "*Total Collected*" shall be the sum of the Gross Rent plus Additional Fees. CHLLC.com agrees to pay (to Manager) the sum total of the Manager Commission plus

all Additional Fees collected from Renter, plus the Owner Share (*less 3% of the Total Collected to simply cover our credit card processing charges*). A check will be mailed to Manager or online payments may be arranged (Paypal).

**PAYMENT BY MANAGER/PROVIDER TO CHLLC (NONE)**- Manager/Provider will not be responsible for paying any fees or commissions to CHLLC because listings (and bookings) are always free. Manager (or Vacation Provider) **pays no commission to CHLLC** for any reservation booked on TravelPledge website(s) nor at TravelPledge supported fundraising events. CHLLC works on behalf of the non-profits and covers its costs with a portion of the charitable piece.

**PROMOTION OF PROPERTY MANAGEMENT/ VACATION COMPANY.** As directed by Manager/Provider, and in a special section "About Vacation Provider" on each TravelPledge listing (and potentially on a special destination landing page as well), CHLLC will highlight Manager/Provider company name, logo, contact details (including website link) in connection with the promotion of the listed property. For the purposes of this Agreement, "Property Data" shall mean all data, pictures, graphics, drawings, animation, videos, photographs, content, and any other information in textual, graphical, or other form, provided by Manager/Provider to CHLLC.com to describe the properties/vacations. Manager/Provider grants CHLLC the full right to display the Property Data. In no event shall CHLLC.com be held accountable for any losses or claims based on Property Data errors in the Property Data that is provided by Manager/Provider.

**AUCTIONS (and Raffles)** As directed by Manager/Provider, CHLLC will also promote properties and vacations at events. Vacation certificates are very popular at Auctions and Raffles. Any vacation booked (or vacation certificate sold) at an auction event is non-refundable. CHLLC will handle all collection of all fees due and will make payment to Manager/Provider per above.

**FULFILLMENT OF VACATION CERTIFICATES-** If Manager/Provider posts vacation certificates, they are responsible for delivering the vacation specified on the certificate if purchased. Manager/Provider will train staff to ensure they know how to handle calls (from winning bidders/ purchasers) to fulfill certificates. Manager/Provider will simply log in (Geronimo.com) to confirm that the certificate is paid for, and if so, will fulfill the vacation certificate for the winning bidder.

**ROOM REPLACEMENT/RENTER RELOCATION.** TravelPledge guarantees Renters a Unit based on the Property Data (defined above) provided by Manager. Manager must use its best efforts to fulfill a Reservation in the Unit actually identified by TravelPledge.com to a Renter, and as between TravelPledge.com and Manager, Manager shall be solely responsible and liable for any costs incurred in the event Manager cannot ultimately rent such specific Unit to the Renter. In such event, Manager must immediately notify CHLLC and offer to replace the Renter's Unit with a Unit of equal or greater value, to the Renter's satisfaction. If Manager is unable to accommodate the Renter relocation within Manager's Rentals, Manager agrees to make best effort to relocate the Renter to a property of equal or greater value, to the Renter's satisfaction. In such case, Manager agrees to cover rental of the comparable property, including but not limited to all charges related to the rental.

**CANCELLATION / NO SHOWS.** As noted above, all vacation certificates sold by CHLLC are non-refundable. However, for actual reservations booked through CHLLC sites (TravelPledge) the following cancellation policy applies:

AT LEAST 45 DAYS IN ADVANCE – If Renter cancels at least 45 days before the first night, then we'll refund the Renter 75% of the rent back.

14-44 DAYS IN ADVANCE – If Renter cancels 14-44 days before the first night, then we'll refund the Renter 50% of the rent back.

NO REFUNDS INSIDE 14 DAYS

No shows will be paid in full as CHLLC allows no cancellations within 14 days. Only emergency situations (death in family for example) will cause CHLLC to consider allowing Renter to cancel within 14 days and receive a refund with Manager approval. **Any rents forfeited as a result of a cancellation will be split between Manager/Owner and the selected charity using the same percentages that Gross Rent is normally split.**

**TERM/TERMINATION.** The Term of this Agreement shall commence as of the Effective Date. This Agreement may be terminated by either party upon the delivery of written notice and termination shall be effective on the date specified in such notice, provided that the termination date shall be no earlier than 90 days from the date of delivery of the notice. Manager agrees to honor in full all Reservations made by Renters through TravelPledge site(s) made prior to the effective date of termination of this Agreement, and both parties agree to observe the terms of this Agreement until the last such Renter Rental is complete and payment made in connection therewith.

**WARRANTIES & DISCLAIMERS.** Manager/Provider represents and warrants that it (a) is properly licensed to broker and lease real property in the states / provinces in which Manager's/Provider's properties are located, (b) all Property Data supplied in connection with specific Rentals (or vacation certificates) is materially accurate and complete, (c) Manager/Provider has all intellectual property and other legal rights necessary to grant the license with respect to CHLLC's use of the Property Data set forth in Section 7 above, and no Property Data provided to CHLLC shall infringe upon the intellectual property or legal rights of any third parties. Manager/Provider and CHLLC each represent and warrant that it shall comply with all laws, rules, and regulations that are applicable to its respective business.

**INDEMNIFICATION.** Manager/Provider shall, at its sole expense, hold harmless, indemnify and defend CHLLC and its officers, directors, employees, investors, owners and representatives, from and against any costs, damages, losses, and expenses (including attorneys' fees and litigation expenses) arising from any third-party claim, suit, or action brought against CHLLC or any of the foregoing parties, based upon (a) any act or omission of Manager relating to Manager's business or its properties, (b) any unsafe conditions, events, or actions that occur at any Unit managed or owned by Manager, or (c) any breach by Manager or any of its representations and warranties herein, or any other material obligation under this Agreement.

**GOVERNING LAW.** This Agreement shall be governed by, enforced, and construed and interpreted in accordance with, the laws of the State of Georgia without reference to conflict of laws principles that would result in the application of the laws of any other jurisdiction. Any disputes arising under, or

related to this Agreement must be brought in the Federal or State courts located in Atlanta, GA, and the parties hereto irrevocably consent to the exclusive jurisdiction and venue of such courts. This Agreement shall only become effective after being accepted and executed by CHLLC.

Agreed to by:

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Company Name \_\_\_\_\_

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