



**PleasantStays Manager
Terms and Agreement**

August 19, 2008

PleasantStays LLC
151 East Washington Street, Suite 418
Orlando, FL 32801

Tel 800-779-8699 / 407-422-1032
<http://pleasantstays.com>

CONFIDENTIAL INFORMATION

I. GENERAL

You agree to license advertising space on www.PleasantStays.com (Site) and any present and partner Web sites. The utilization of our basic web-based reservation management software is currently free but will be subject to the latest fees and charges posted on our site. You will be charged a commission rate or fee on all reservations placed through our marketing system. Rates will be published and are subject to change without notice. All charges are billed on a monthly basis and must be paid for in full, within the specified time requirements. Failure to pay required charges in a timely manner will result in a suspension of your account privileges and possible cancellation of service. We do not warrant that the operation of the Site will be uninterrupted or error-free. In no event shall PleasantStays be liable to you for any special, consequential, incidental or indirect damages, including lost profits, however caused, on any theory of liability, including but not limited to product liability.

II. BUSINESS CONDUCT

You agree to conduct yourself at all times according to the highest professional standards. **You must operate independently and will in no way associate your business to PleasantStays.** Failure to answer customer requests in a timely manner may result in termination of services. All contact information to include telephone numbers, mailing addresses and email addresses must remain valid and updated immediately upon changes. You will be solely responsible for all aspects of the rental of any property described in a listing, such as payment processing, fulfillment, delivery of keys and other materials, customer service, invoicing and collection.

All companies or individuals wishing to use the PleasantStays Reservation Management System for reservation management and marketing must meet the following criteria:

- Must be the owner or designated agent for the property being listed
- Property/company must have a valid Employee Identification Number (EIN) – Fed Tax ID
- Property must be properly licensed to be rented for short-term rentals according to local, county, state and federal laws
- Property must be in good financial standings and be current on all financial and tax obligations and not be contested in any legal disputes
- Property must be in a location that permits short-term vacation rentals (1 night or more)
- Property must not be for sale or pending a sale unless an exception is granted by PleasantStays management
- Acting PleasantStays Manager for the property (point of contact) AND the management company that maintains the property MUST be currently registered with the Better Business Bureau
- A toll-free number for the company/individual must be available to Travelers.
- A PayPal account must be established to facilitate financial transactions between the company/individual, PleasantStays, Agents and Travelers.
- Voicemail from the toll-free number that provides Travelers immediate contact information in the event someone is unavailable to answer.

In order to successfully leverage the power of PleasantStays branding, we must have standards that are adhered to uniformly by all PleasantStays Managers.

III. ACCURACY OF LISTINGS

The individual providing content to PleasantStays hereby warrants that it is the owner or licensee of all Data, including all photography, trademarks and other material provided and has all right to grant PleasantStays the license. You are solely and exclusively responsible for the protection of any and all of its intellectual property. We may re-design or alter the layout of the listing as it appears on PleasantStays.

You will have an opportunity to update your information online at any time and it is your responsibility to ensure that properties listed with our service must be accurately depicted and all claims made regarding any property must be absolute. Changes to descriptions of your properties should be made immediately to reflect the most accurate depiction of your property.

You will ensure that all information is correct prior to listing your property, especially, availability and rate information for the present plus 2 years in advance. Listing your property gives PleasantStays the right to offer your property for any available week at the currently published rates.

IV. REVIEW SYSTEM

PleasantStays reserves the right to publish any online reviews and ratings of the property. The advertising customer may choose to withdraw their listing and associated reviews through cancellation of our service.

V. ACCOUNTING

1. Marketing Fees are charged according to the following rules:
 - a. When a reservation is CONFIRMED, an entry for the transaction is entered into the PleasantStays current billing registry.
 - b. The amount is determined by the base price of the reservation for lodging rate for the entire stay before taxes, charges and discounts.
 - c. Discounts applied after the fact will not be considered to adjust the initially calculated marketing fee.
 - d. Current fees are subject to change without notice. **See “Appendix A” for current fees.**
 - e. Reservation data must be accurate and complete for all reservations or a fee will be assessed per reservation. PleasantStays relies upon correct data to gather general marketing statistics. Reservation data that is not correct or complete prior to the reservation being Confirmed will be assessed a charge unless the following criteria are met – See Appendix B for current fees:
 - i. Last Name.
 - ii. First Name.
 - iii. Street Address.
 - iv. City.
 - v. State.
 - vi. Country.
 - vii. Telephone Number.
 - viii. Email Address. If a user does not have an email, then they should be given the following email address: firstname.lastname@yourcompanyemail.com and password of the Traveler’s choice.
 - f. Reservations that come through the PleasantStays Traveler source will be treated as a Traveler reservation to include repeat guests. PleasantStays Travelers that return and call Managers directly will not be considered Traveler reservations providing the Manager uses the Manager interface for the reservation entry.
 - g. Cancellations: Marketing Fees will not be charged for any reservation canceled prior to being Confirmed (full payment received). Once a reservation has been Confirmed, the Marketing Fee will be charged. It is the responsibility of the Manager to incorporate an appropriate cancellation policy that takes into account all potential liabilities that are incurred when a reservation is canceled.
 - h. PleasantStays marketing fees will not be affected by any special promotions or guarantees that take place outside of the Confirmed reservation price.

2. Billing of all current transactions will take place on the 1st of each month. Payments are due immediately.
3. Late charges will be applied to the any account with a balance greater than \$0.00 at 12:00AM EST on the 16th of the billing month. Late charge will be applied on/after the 16th of the month. **See “Appendix B” for current fees.**
4. Any account that is unpaid for 30 days or more will incur a fee on the remaining balance due and will have limited access to their account. All properties will be unlisted until the account has been brought current. Failure to satisfy outstanding balances within 60 days will result in termination of services. All outstanding balances will be due immediately upon termination of the PleasantStays Manager account. In addition, PleasantStays will be entitled to any legal or administration fees required in the attempt to collect payments from the Manager. **See “Appendix B” for current fees.**

VI. TERMINATION OF SERVICES

We reserve the right to terminate a listing for any reason without notification. Regardless of termination, you shall honor any existing reservations made via the Site prior to such termination and agree to pay all commissions due to PleasantStays regardless of their current status. PleasantStays has the right to reassign any reservations that were provided from PleasantStays in the event services are terminated. PleasantStays is not responsible for any data in the system that may be lost or inaccessible or for financial costs incurred due to the inability to access the PS-Manager system. Reasons for immediate termination of services include but are not limited to:

- Failure to answer a PleasantStays reservation request within 24 hours.
- Failure to honor a PleasantStays reservation request for a listed property.
- Changing or modifying a reservation without the knowledge of a guest.
- Canceling a PleasantStays reservation and later entering the reservation into the system as a Manager reservation or blocking off Availability.
- Failure to list all properties within your management inventory.
- Moving a reservation from a listed house into an unlisted property.
- Listing a property that is not licensed according to the local, county, state and or Federal laws.
- Listing a property that is in an area that does not authorize short-term rentals (less than 30 days).
- Listing properties that have photographs or descriptions that do not accurately represent the actual property.
- Failure to update deposits, payments, charges and credits in a timely manner.
- Failure to return credit balances and/or security deposits in a timely manner.
- Behavior that does not represent the PleasantStays standard for superior customer service.
- Complaints against the owner or management company that have been reported to the Better Business Bureau, Chamber of Commerce or State Attorney that could have ill-effect on the PleasantStays brand.

VII. LIMITED LICENSE

We grant you a nonexclusive, revocable right to use the PleasantStays image and text described for the purpose of identifying your site as a PleasantStays participant. You may not modify the graphic image or text in any way. You may not use any PleasantStays images that were not provided to you by us. We reserve all of our rights in the graphic image and text, any other images, our trade names and trademarks, and all other intellectual property rights.

VIII. YOUR RESPONSIBILITIES

You must be an active PleasantStays Manager, in good standing to maintain your affiliation status under this agreement. You will be solely responsible for the development, operation, and maintenance of your website and for all materials that appear on your website. We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees and associated legal costs arising from said occurrences) relating to the development, operation, maintenance, and content of your website.

IX. TERM OF THE AGREEMENT

The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause. Upon the termination of this Agreement, you will immediately cease use of, and remove from your website, all links to our site, and all PleasantStays trademarks, trade dress, and logos, PleasantStays references of any kind, and all other materials provided by or on behalf of us to you.

X. MODIFICATION

We may modify any of the terms and conditions contained in this Agreement, at any time and at our sole discretion, by posting a change notice or a new agreement on our website. **IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR WEBSITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.**

XI. RELATIONSHIP OF PARTIES

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

XII. LIMITATION OF LIABILITY

We will not be liable for indirect, special, or consequential damages (or any loss of profits, revenue or data) arising in connection with this the use of the PleasantStays Reservation Management System or PleasantStays Traveler site, even if we have been advised of the possibility of such damages.

XIII. DISCLAIMERS

We make no express or implied warranties or representations with respect to PleasantStays or any products or services sold through our sites (including, without limitation, warranties of merchantability, non-infringement, or any implied warranties arising out of a course of performance, usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

XIII. INDEPENDENT INVESTIGATION

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES OR CONDUCT MARKETING CAMPAIGNS THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE OR MARKETING CAMPAIGNS.

XIV. MISCELLANEOUS

This Agreement will be governed by the laws of the United States and the State of Florida, without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, and be enforceable against the parties and their respective successors. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. This Agreement and the documents provided for herein contain the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties hereto.

I hereby agree to the terms of this agreement and attest that I meet all of the eligibility requirements described above.

Manager Signature

Date

Print Full Name

Company Name

Approved by

Date

Appendix A: Current PleasantStays Setup and Marketing Fees

Rate Type	Fee	Description
Manager Reservations	No charge	Manger reservations are manually entered through the PS-Manager system.
Portal Reservations	\$10 per reservation	Portal reservations are entered by Travelers after visiting the Manager's Portal site. Note: Only applies if you choose to use the PleasantStays Portal
Owner Reservations	No charge	Owner reservations are entered by Owners or Managers through the PS-Manager system (Manager or Owner logon).
Popup Reservations	\$10 per reservation	Popup reservations are entered by the Traveler at the Manager or Owner's web site.
Traveler Reservations	15% of reservation base lodging rate	Traveler reservations are entered by the Traveler or PleasantStays agent at the PleasantStays Traveler, Admin or Agent website.
Setup	\$500 one-time charge	Includes two (2) hours of one-on-one virtual consultation to assist with the initial setup of company business rules and preferences and the listing of the first property. PleasantStays guarantees reservation revenues of \$2,000 within 6 months of listing the first property (based on nightly lodging rate before taxes) or account will be credited \$500 to be applied toward future marketing fees.
Custom Portal	\$2,995	Create your own website using the PleasantStays architecture. The site will have your own company name, logo and branding. You get all of the same functionality that PleasantStays provides while only showing Travelers your company branding and properties.
Custom Portal Enhancements	Custom bid	Once your company's requirements are defined, the total cost will be determined.
Training & Consulting	\$250 per hour plus travel & lodging	Custom training and consulting is available virtually or at your location.

Note: Fees effective August 1, 2008

Appendix B: Current PleasantStays Late Fee and Penalty Rates

Rate Type	Fee	Description
Incomplete Reservation Data	\$5	Failure to enter complete reservation data prevents proper system maintenance and data analysis. All incomplete reservations for the current billing cycle will be charged on the first day of the month.
Late Charge (15 days)	\$30	Failure to pay the entire balance prior to the 16 th of the billing cycle month will result in a \$30 fee on the 16th day of the month.
Late Fee (30 days)	10% of outstanding balance	Any account that maintains a positive balance for more than 30 days will incur a 10% fee on the remaining balance. Fees will be applied on the first day of the month.
Denied Reservations	\$50	Failure to accept reservations is a result of failure to maintain the system properly and reflects negatively on PleasantStays branding. In addition, marketing costs are incurred to deliver reservation requests. Repeated denials will result in termination of services.

Note: Fees effective August 1, 2008