



## Landmark Holiday Beach Resort Resale Listing Package and Checklist

### CHECK LIST

- Have you completed all of your contact information?
- Have all owners signed the agreement?
- Have you enclosed the title search fee by check or completed the credit card information?
- Have you signed in all areas indicated?

Once you complete the information, send it to us:

TheMVPSERVICE, LLC  
17501 Front Beach Rd  
Panama City Beach, Florida 32413



### TITLE SEARCH FEE

**I will be paying by check** (checks should be made payable to TheMVPSERVICE, LLC in the amount of \$94 for the first week and \$39 for each additional week IF the additional week is submitted for listing at the same time)

1 week - \$94

2 weeks - \$133

3 weeks - \$172

4 weeks - \$211

**I will be paying by credit card** MC VS

Card Number \_\_\_\_\_

Expiration Month \_\_\_\_\_ Year \_\_\_\_\_ Security Code \_\_\_\_\_ (3 digits)

**Signature required** \_\_\_\_\_

as your name appears on the credit card

Upon receipt of all documents, we will:

1. Confirm information provided with the resort.
2. Request the initial title search. (IF YOU CAN PLEASE PROVIDE US WITH A COPY OF THE DEED)
3. Assuming no problems, we will sign and return a copy of the Listing Agreement to you for your records, and add your interval to the available inventory.

TheMVPSERVICE, LLC  
EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

RESORT: Landmark Holiday Beach Resort Date: \_\_\_\_\_

BROKER: TheMVPSERVICE, LLC (aka BKMOJO, LLC) Joseph A. Takacs, Jr. (#BK3206299)

SALES AGENT: Donald Cox

Unit # \_\_\_\_\_ Week # \_\_\_\_\_ Unit Type \_\_\_\_\_ (Studio, # Bedrooms, etc.).

Float or  Fixed  Red  White  Blue

RCI Type:  Weeks or  Points RCI ID# \_\_\_\_\_

Owner(S) Name(s): \_\_\_\_\_

Owner Residence Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Owner Phone Numbers: \_\_\_\_\_

Home: (\_\_\_\_) \_\_\_\_\_

Work: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Owner Email addresses: \_\_\_\_\_@\_\_\_\_\_

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between TheMVPSERVICE, LLC (also known in Florida as BKMOJO, LLC) (Broker) and the Owner(s) for the purpose of Listing the Owner timeshare week(s) for sale.

### Exclusive Right to sell

This agreement gives the Broker the exclusive right and authority to market and sell the Property as the agent of the Owner for a period of twelve months. This means that the Broker will have earned commission if the week(s) is sold by the Broker or the Owner.

### Responsibilities of TheMVPSERVICE as Broker

Broker shall be responsible under this Listing Agreement for the following;

- Market the interval(s)
- Proper record keeping
- Safeguard and proper handling of funds, funds to be delivered to escrow agent as described herein
- Act with reasonable care, diligence and skill
- Disclose any non-confidential information which would influence the Owner's decisions

### Broker Compensation

Owner(s) agree to pay Broker a cash commission on the gross sales price of thirty five (35%) percent for all fixed summer weeks and forty five percent (45%) on all other weeks. The minimum commission is sixteen hundred dollars (\$1,600.00).

### Brokerage Relationship

Broker will be a "transaction agent" in this agreement. That means that Broker will deal honestly and fairly with the Owner (as well as all potential buyers), will account for all funds, will use skill and diligence, will disclose all known information to the buyer and will present all offers to the Owner and will maintain limited confidentiality with Owner.

### Listing Price

I want to list my week for \$ \_\_\_\_\_. Commissions and closing costs will be taken out at closing.

**Maintenance Fees, Taxes, and Assessments**

Owner agrees that all maintenance fees owed to the Association are paid in full and will remain so. Should any fees not be paid, they will be deducted from sales proceeds and paid to the Association at closing.

**Usage of interval being sold**

Owner agrees to transfer all usage to purchaser and that Owner is solely responsible to ensure that buyer get usage as agreed to.

**Escrow Account**

Broker will deposit all monies received from purchasers into an escrow account. Such escrow shall be maintained by **Central Coast Title** (attn. Rese Schmidt, ALS, LTA, Manager) 257 North Orlando Ave., Cocoa Beach, FL, 32931, who will act as the escrow and closing agent.

**Closing Costs**

Owner agrees to pay, at closing and from proceeds, a portion of the total closing costs that will cover an updated title search fee, transfer and recording costs and certain administrative fees, some of which are payable to TMS. The total of such costs is \$350.00.

**Financing**

In the event that financing is needed to close a transaction, Broker will contact Owner and is able to make financing available at no cost or recourse to Owner.

**Conveyance of Title/Marketable Title**

Owner warrants and represents that they have the legal right and authority to convey the Property and will sign a general warranty deed conveying interest at closing. **FURTHER, OWNER AGREES THAT AS PART OF THE BROKER ACCEPTING THIS LISTING; OWNER WILL PAY A NON-REFUNDABLE TITLE SEARCH FEE TO VERIFY THAT TITLE IS FREE AND CLEAR AND MARKETABLE.**

**Termination**

This agreement shall automatically end after twelve (12) months.

**General Terms and Conditions**

- The terms and conditions of this agreement shall be binding upon both parties
- There are no other agreements, promises, or understandings either expressed or implied between the parties other than what is in this document and changes to this agreement will be in writing

**Non-discrimination**

All property will be listed and offered by Broker without respect to race, color, religion, sex, national origin, handicap or familial status.

**THERE IS NO GUARANTEE THAT THE PROPERTY CAN OR WILL BE SOLD AT ANY PARTICULAR PRICE OR WITHIN ANY PARTICULAR PERIOD OF TIME.**

**By signing below, the buyer(s) hereby evidence their agreement to the terms and conditions herein;**

**Signature** of Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
Print name: \_\_\_\_\_

**Signature** of Co-Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
Print name: \_\_\_\_\_

**Acceptance by Broker:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## FREQUENTLY ASKED QUESTIONS AND ANSWERS Landmark Holiday Beach Resort

### WHAT DO I HAVE TO PAY THE BROKER?

The broker receives thirty five (35%) percent of the gross sales price for all fixed summer weeks and forty five percent (45%) of the gross sales price on all other weeks, paid when the week is sold. There is a minimum of sixteen hundred dollars (\$1,600.00). This Broker fee covers all of the advertising, marketing, licensing and other costs of the Broker to list and sell your week

### WHAT WILL THE WEEKS BE SOLD FOR?

Your licensed sales agent will discuss that with you at the point of Listing

### WHAT DOES THE FINANCING SECTION OF THE LISTING MEAN?

We have financing available. If that is needed we will need you to sign an addendum and then TheMVPSERVICE can provide that to the buyer. It is most often not needed

### HOW WILL MARKETING BE DONE?

TheMVPSERVICE, LLC sells on site at the resort. We believe that the best potential buyers are families that have already made the decision to go to your resort and already like the area. Trained and licensed real estate sales people are on site at the resort nearly every day to meet guests in house and facilitate the sales process. Sales persons are trained to be 'part' of the resort, sort of a concierge service. Obviously we intend on discussing ownership options, but one of the primary goals is to enhance the resort experience which will in itself help attract additional potential interested owners

### HOW CAN I KNOW WHAT IS HAPPENING WITH MY WEEK?

We will keep you informed every step of the way, especially if there is an interested buyer; in which case you will be notified immediately of an offer or sale. All offers will be presented and have to be by law. In the meantime, we will update you regularly via email as to what has been happening and what we are doing to improve sales and move your week – which after all is what you care about most

### WHAT IF I HAVE QUESTIONS?

We want to be available to you when you need us. You will be able to reach our sales staff via email and also courtesy of our toll free number at the resort. We would prefer, unless you need an immediate answer, you email us. We will respond to all emails within 48 hours

### **Landmark Holiday Beach Resort**

Toll free at [1-866-MVP-4428](tel:1-866-MVP-4428) (866-687-4428)

Email – [landmarksales@themvp-service.com](mailto:landmarksales@themvp-service.com)