

# Inventory Supplier Agreement

This Agreement is made and entered as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between \_\_\_\_\_, (hereinafter referred to as "Supplier") a \_\_\_\_\_, located at \_\_\_\_\_ and Advantage Travel, LLC d/b/a Accommodations Unlimited (hereinafter referred to as "Seller"), a Wyoming Limited Liability Company, located at 4259 South Florida Ave, Lakeland FL 33813.

## WITNESSETH

**WHEREAS**, Supplier has legal access to, and the authority to rent, certain Vacation Weeks at Vacation Resorts;

**WHEREAS**, Seller is a licensed and bonded ARC reporting agency and Florida Seller of Travel, in the business of renting Vacation Weeks to wholesalers and individual consumers (collectively referred to as "Customers");

**WHEREAS**, Supplier and Seller desire to enter into an agreement in which Supplier will provide Seller, on a non-exclusive basis, Vacation Weeks for rental;

**NOW THEREFORE**, for and in consideration of the foregoing recitals which are incorporated herein, the mutual covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Supplier and Seller agree as follows:

### DEFINITIONS:

- A. Vacation Weeks – Seven (7) nights stays with an arrival day of Friday, Saturday, or Sunday.
- B. Booked Vacation Week – A Vacation Week that has been confirmed to a Customer and Customer has paid Seller all amounts due.
- C. Booked & Paid Vacation Week – A Booked Vacation Week in which Supplier has been paid.
- D. Vacation Resorts – Resort properties that have been approved by Seller.
- E. ResortWeekManager.com (RWM) – Software and website developed by Seller to facilitate the insertion, management, and rental of Supplier Vacation Weeks.
- F. Vacation Week Net Rate – Is the amount that Supplier designates it is to receive for payment in full for a Customer to occupy the Vacation Week.

### 1. DUTIES & RESPONSIBILITIES OF SUPPLIER:

- a. Maintain accurate Vacation Week information in the RWM at all times.
- b. Adhere to the RWM Rules of Use contained on the website, which may be changed from time to time.
- c. Honor all Booked Vacation Weeks.

### 2. DUTIES & RESPONSIBILITIES OF SELLER:

- a. Provide the ResortWeekManger.com System to Supplier and ensure its security and performance.
- b. Provide Customers with proper confirmation paperwork for all Booked Vacation Weeks.
- c. Use its best efforts to rent the Vacation Weeks provided by Seller.
- d. Comply with any agreed to limitations on the promotion of the Vacation Weeks.
- e. Pay all amounts due Seller in a timely manner.

3. **PAYMENTS TO SUPPLIER:** Seller shall transact with Customers for the rental of Vacation Weeks. All rentals shall be considered final upon booking and amounts due Supplier transferred to an agency escrow account. Seller shall wire amounts due Supplier on a weekly basis, each Tuesday for arrivals scheduled for the upcoming week.
4. **TREATMENT OF SELLER CHARGEBACKS:** In the event Seller receives a chargeback for a Booked Vacation Week, Seller shall immediately notify Supplier, make the Vacation Week available for booking, and attempt to resolve the chargeback. In the event Seller receives a chargeback for a Booked & Paid Vacation Week, prior to check-in, Supplier shall immediately cancel the booking and pending the positive resolution to the chargeback, Seller shall have a credit for the amount paid Supplier.
5. **TERM AND TERMINATION:** This Agreement is effective as of the date first written above and shall continue until terminated by either party as provided herein.
6. **TERMINATION EVENT:** This Agreement may be terminated as follows:
  - a. By Supplier: Supplier may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to Seller.
  - b. By Seller: Seller may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to Supplier.
  - c. In the event of termination, Supplier agrees that it must honor all Booked Vacation Weeks that have been made prior to the termination. Additionally, any consideration due Supplier or Seller, including amounts that will be realized beyond the termination date shall continue to be due and payable on the dates established in the agreement.
7. **Entire Agreement:** This Agreement will supersede any and all contrary understanding and agreements between the parties, and it is mutually understood and agreed that this Agreement represents the entire agreement between the parties. This Agreement may only be amended and modified in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed on the day and year first above written.

**Supplier:** \_\_\_\_\_

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

**Seller:** Advantage Travel, LLC d/b/a Accommodations Unlimited

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_