

## **Disclosure and Referral Services Agreement (this "Agreement")**

**I. Appointment.** \_\_\_\_\_ (the "You" or "Your") appoint VACATION GOLF HOME LLC, a Connecticut limited liability company (the "VGH") to act as Your referral broker and to assist you in locating a golf community that matches your lifestyle.

**II. Term.** This Agreement shall have a term of one (1) year commencing on \_\_\_\_\_, 20\_\_ (the "Effective Date"). Either party may terminate this Agreement at any time for any reason upon written notice to the other party.

**III. VGH's Duties.** During the term of this Agreement, VGH shall:

- A. Complete a basic needs assessment of Your ideal golf community.
- B. Create a Golf Home Buyer Profile for You.
- C. Identify a list of golf communities that match Your Golf Home Buyer Profile.
- D. Upon Your request, refer You to a local real estate broker (the "Destination Broker") that specializes in the golf lifestyle and is active in the communities You are interested in.
- E. Not disclose any personal or financial information about You without Your permission.
- F. Provide You with such other assistance and advice as reasonably necessary.

**IV. You/Your Duties.** During the term of this Agreement, You shall:

- A. Tell VGH about all past and current contracts with any real property or any other real estate agents or brokers.
- B. Advise VGH immediately if you execute an exclusive buyer or lessee representation agreement or authorization with any other real estate broker including, without limitation, any Destination Broker.
- C. Upon VGH's reasonable request, give VGH financial and personal information regarding Your purchase/leasing abilities and needs.

**V. Other Terms and Conditions.**

- A. VGH may share and disclose information about You with Destination Brokers.
- B. VGH has advised You to seek legal, tax and other professional advice relating to any proposed purchase and/or lease.
- C. You represent that You have not signed any exclusive representation authorizations or agreements which are in effect with any other real estate brokers.
- D. You hereby irrevocably waive and release VGH, its affiliates and its and their respective managers, members, directors, officers, stockholders, employees and agents from any and all losses, liabilities, claims, demands, actions, costs, damages judgments and expenses arising from, or in connection with (i) Your relationship with any Destination Broker, (ii) any information provided by VGH in connection herewith, or any omission or inaccuracy in, any such information and (iii) the actions or omissions of any third party.
- E. This Agreement is made pursuant to and shall be governed under the laws of the State of Connecticut without regard to choice of law or conflict of law principles. You hereby consent to the exclusive jurisdiction of the state and federal courts located in the State of Connecticut and waive any claim of inconvenient forum, improper venue or similar claim.
- F. This Agreement contains the entire agreement and understanding between You and VGH with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.
- G. This Agreement may be delivered by facsimile or electronic mail transmission and executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

**VI. Compensation and Referral Fees.** You have no obligation to pay any commission or fee to VGH for the services rendered by VGH in connection herewith. If You purchase or lease any property, VGH may receive a referral fee from the Destination Broker that represented You. In addition, if You were referred to VGH by another real estate broker, VGH may pay that broker a referral fee for such referral.

**VII. Disclaimers and/or Disclosures of VGH.**

- A. VGH is only a licensed real estate broker in the State of Connecticut. VGH cannot engage in the real estate business outside of the State of Connecticut including, without limitation, showing any properties, making any offers or negotiating any purchase and sale agreements.
- B. VGH does not sell or list properties, but instead, merely acts as a referral broker between brokers which VGH has referral fee agreements.
- C. VGH does not represent any developers, master planned or other types of golf communities or sellers of real property, and does not and will not at any time offer, induce, solicit, attempt to encourage or advertise, market, or promote any such properties to prospective purchasers. VGH shall not be responsible for any developments and/or communities that are not registered in accordance with applicable federal, state and/or federal law.
- D. VGH cannot guarantee that the property you purchase will meet all of the criteria that is important to You, nor can VGH guarantee that it has identified all of the golf communities that could satisfy Your needs or that You would be interested in.

**IT IS UNLAWFUL UNDER FEDERAL AND/OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, SEXUAL ORIENTATION, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, LEARNING DISABILITY, MENTAL RETARDATION, MENTAL OR PHYSICAL DISABILITY AND FAMILY STATUS.**