

GRAND VACATIONS SAVINGS PROGRAM FACILITATOR AGREEMENT

This Facilitator Agreement ("Agreement") is entered into by and between GRAND INCENTIVES, Inc., with principal place of business at 7560 Commerce Court, Sarasota, FL 34243 ("GRAND", also referred to as "we", "us", "our"), and the entity identified below as "Company". Collectively, GRAND and FACILITATOR may be referred to as "The Parties".

COMPANY: _____ (also referred to as "you", "your")
(Name of Company)

ARTICLE 1: APPOINTMENT, TERM AND TERMINATION

1.1. Nature of the Agreement. This Agreement outlines Company's role in facilitating its employee's optional participation with the Grand Vacations Savings Program ("GVSP" or "Program"). All responsibilities associated with the provision of services and benefits of the Program will be governed by a Membership Participation Agreement executed between GVSP and each member.

1.2. Term & General Termination. This Agreement will commence on the Effective Date set forth herein and shall have a term of twelve (12) months from the Effective Date ("Term"). At the end of the Term, and on each twelve (12) month anniversary thereof, the Agreement shall renew automatically for an additional one (1) year period ("Renewal") unless terminated by either party by providing written notice to the non-terminating party no fewer than sixty (60) days in advance of the pending Renewal, so that both Parties may plan for proper continuity of services to program participants.

1.3. Early Termination. Termination of this Agreement outside of the parameters of Section 1.2 of this Agreement shall constitute "Early Termination". Should Company desire Early Termination, Company shall provide written notice to GRAND of said desire no fewer than thirty (30) days in advance of the desired date of termination. Company shall be responsible for notifying its' employees that Company wishes to terminate its' participation with the Program. Upon receipt of Company's termination notice, GRAND will offer Company's employees participating in the program ("Participating Employees") two options:

- (a) **Option One:** Participating Employees may continue their membership with GVSP by paying GVSP directly using an alternative automated monthly billing mechanism, such as credit/debit card, or DDA account draft; or
- (b) **Option Two:** Participating Employees may terminate their participation and cash out their account, pursuant to the cancellation provisions of their Member Participation Agreement.

1.4. Continuity of Services. Should Company terminate this Agreement, GRAND will provide Program services through the wind-down, transition, redemption and/or encashment period for all Participating Employees active as of the effective date of the termination, depending on the Program termination option(s) selected by the Participating Employee.

ARTICLE 2: COMPANY UNDERSTANDINGS & PARTICIPATION

2.1. Role of Company. Company authorizes GRAND to present the Program to its employees and grants its employees permission to participate in the Program. You agree to facilitate, as detailed in this Agreement, all authorized payroll deductions from Participating Employees and to remit to GVSP, and/or its designated agents, the amount agreed upon between the Participating Employees and GVSP on an executed Membership Participation Agreement or online sign-up form. Company shall utilize its own accounting and/or payroll system and be responsible for all Program deductions. Though it may choose to contribute to its employee's Program fees, Company is not financially responsible for the costs of its employee's program participation.

2.2. Member Enrollment/Verification. Following the enrollment process and collection of member applications, either in hard copy or through online enrollment, your Participating Employees will be loaded by GVSP or GVSP agents into the GVSP database. Upon successful database upload, GVSP Program Administrators will review and approve the member data, after which you will be notified via email that your roster of Participating Employees ("Initial Participant Statement") is ready for your verification and approval. Program activation and fulfillment for Participating Employees cannot begin without your verification and approval of the online Initial Participant Statement. Once verified by the Company, GVSP will begin immediate fulfillment of the Participating Employee's membership kit.

2.3 Invoices. On the tenth day of each month, GVSP shall make available to you an online statement. You shall have until the fifteenth day of each month to review and make any edits to that statement. On the fifteenth day of each month, GVSP will print and send an invoice by United States Postal Service ("USPS") to Company, reflecting pending charges as of that date for all active Participating Employees. Online statements shall be continually available to you for review and edit. At any time, you may log into the Program website and update the status of Participating Employees. Following invoice creation, any change in status, and attendant adjustment in pending charges, will be reflected in the next invoice period.

2.4. Payments. All payments are due upon the first day of each month. Company will pay GRAND the full amount reflected in the invoice. Company agrees to remit payments on a timely basis, via wire payment, money order, corporate check, or electronic funds transfer, and acknowledges that delays of payment and/or non-payment of invoices will affect Participating Employee's ability to redeem their travel savings account benefits, and may be cause for termination of benefits and/or the Program. Company agrees and acknowledges that underpayments will cause employee savings plans to take longer than the standard twelve (12) months to fund. Overpayments will either be returned to Company or credited toward future Company invoices. Notwithstanding the foregoing if Company fails to make timely payment, according to the terms of this Agreement, within fifteen (15) days of written notice of non-payment, GRAND may consider the failure to make such payment a breach of Company's obligations under this Agreement and may elect to cease providing Company's Participating Employees with Program access pending receipt of payment.

2.5. Communication. You authorize GRAND to communicate with you and your employees via USPS, electronic mail, and telephone. You consent to the use of your business and personal information by us and/or our third party providers for the purpose of providing the services associated with your and/or your employees' membership.

ARTICLE 3: GENERAL PROVISIONS

3.1 Superseding Authority. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, agreements, and promises between or relied on by the Parties, whether oral or written. No statement or agreement, whether oral or written, made before the execution of this Agreement will vary or modify the written terms of this Agreement in any way whatsoever.

3.2 Disclaimer of Liabilities. You expressly understand and agree that:

- a. GVSP and its agents are not responsible or liable to Company for any services provided by participating vendors. If Participating Employees have any claims relating to such benefits, Participating Employees must make their claim against the vendor directly providing the benefit.
- b. Under no circumstances will our liability exceed our current membership fees and under no circumstances will we be liable for your or your employee's incidental or consequential damages.
- c. Without limitation we make no warranty that (i) the service will meet your or your employee's requirements, (ii) the service will be uninterrupted, timely, secure or error free, (iii) or the quality of any products, services, information or other material obtained through our service will meet your or your employee's expectations.
- d. You expressly understand and agree that GVSP is not liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, good will, or other losses resulting from (i) the use or inability to use a service, (ii) the cost of procurement or of substitute goods and services resulting from any goods or services purchased, messages received, or transactions entered into through the Program, (iii) unauthorized access to or alteration of your or your employee's data, (iv) statements or conduct of any third party related to the Program; or (v) any other matter relating to the Program.

3.3 Notice. Any notice required of any party hereunder shall be effected by either hand delivery, overnight courier service such as FedEx, or by United States Certified Mail, Return Receipt Requested, and shall be deemed delivered to the other party upon receipt or if mailed, five (5) days after mailing. All notices or other communications required to be delivered under this Agreement shall be addressed as follows: Grand Incentives, Inc., 7560 Commerce Court, Sarasota, FL 34243, Attn: GVSP Program Administrator.

3.5. Maintenance of Records. Both Parties agree that they will maintain a detailed accounting of all relevant materials related to its relationship with the other as contemplated in this Agreement for a twenty-four (24) month period following its termination.

3.6 Non-Warranty. Company acknowledges and understands that GRAND makes no warranty or representation, express or implied, of merchantability or fitness for a particular purpose with respect to any of the benefits or information provided to Participating Employees. Further, no information obtained by you or by Participating Employees from our personnel or through any third party service shall create any warranty not expressly provided for in the terms of service. Company shall be conclusively deemed to have conducted all due diligence necessary to understand and comport with the terms of this Agreement.

3.7. Authority. Each Party warrants to the other Party that (i) it has full authority to execute this Agreement and to perform its obligations hereunder; and (ii) the execution of this Agreement constitutes a binding obligation, enforceable in accordance with its terms.

3.8. Breach. Failure to comply with any of the terms of this Agreement and any appropriate opportunity to cure such failure, shall constitute breach, and shall entitle the non-breaching party the option to seek full legal and economic redress. The failure of either party to give a notice of default or to enforce compliance with any of the terms of this Agreement or the granting of an extension of time for performance will not constitute a permanent waiver of any term of this Agreement. No change, amendment, modification, termination or waiver of any provision will be binding unless made in writing and signed by authorized representatives of both parties. In the event a court of competent jurisdiction determines that any part or provision of this Agreement is invalid or unenforceable, such determination shall not affect the validity or enforceability of any other term or provision.

3.9 Amendment. This Agreement may only be amended in a writing signed by an authorized representative of the Parties.

3.10 Separate Entities. GRAND and FACILITATOR recognize that they are separate and independent entities.

3.11 Continuity. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

3.12 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the Effective Date below.

GRAND INCENTIVES, INC.	COMPANY
SIGN: _____	SIGN: _____
PRINT: _____	PRINT: _____
DATE: ____/____/____	DATE: ____/____/____ ("Effective Date")

7560 Commerce Ct.
Sarasota, FL 34243

ph. 877-548-2228
fx. 941-552-1995



GRAND VACATIONS
Creating priceless memories

GRAND VACATIONS SAVINGS PLAN

FACILITATOR INFO SHEET

Company Information

Name of Company: _____

Address: _____ Office/Suite: _____

City: _____ State: _____ Zip: _____

Telephone Number of Company: (_____) _____ - _____ ext. _____

Fax Number of Company: (_____) _____ - _____

Company Website: _____

Total Number of Employees: _____ Total Number of Store/Office Locations: _____

Preferred Month of Program Enrollment: _____ Preferred Month of Program Launch: _____

Choose Enrollment Preference: On-Site Remote Both On-Site and Remote

Program Contact Information

Primary Program Contact: _____

Primary Program Contact Phone Number: _____

Primary Program Contact E-Mail Address: _____

Alternate Program Contact: _____

Alternate Program Contact Phone Number: _____

Alternate Program Contact E-Mail Address: _____

Primary Billing Contact: _____

Primary Billing Contact Phone Number: _____

Primary Billing Contact E-Mail Address: _____