

Fulfillment Conditions

This is an expression of the conditions under which we (Provider) will fulfill reservation requests that you (Distributor) desire to pass out to your vacationers. Provider does not charge Distributor for Provider's fulfillment services. Provider will fulfill the vacations in accordance with the terms of the latest vacation offerings as specified on the www.bbvp.com website.

Since you (Distributor) desire to retain Provider to provide your vacationers with the vacations as described in the coupons distributed by you; in consideration of the promises and mutual obligations hereinafter set forth, Provider and Distributor hereby agree to the following.

Provider's relationship with Distributor (and any distribution outlet) is that Provider is solely an independent reservation processor/ redirector of reservation request forms that Distributor independently chose to distribute. Provider does not control, review, approve, get notified of or get involved in any way in the retail distribution of any product or document which Distributor may have printed incorporating Provider's Reservation Request Forms. Provider's involvement is not triggered until the vacationer's submission of a reservation request form faxed directly to Provider that the vacationer had previously received directly or indirectly from Distributor. After Provider's receipt of the faxed reservation request form, Provider normally forwards these Reservation Requests to various service providers in various locations to handle all communication and fulfillment of the vacation with the end vacationer. This is done to ensure the highest levels of customer service and integrity.

Conditions under which Provider will fulfill the free vacation coupons distributed by Distributor:

- 1 Distributor acknowledges that Provider has no involvement in or knowledge of the retail distribution process in any way.
- 2 Distributor acknowledges that Provider is not registered in and therefore Distributor will not distribute any product incorporating Provider's reservation request forms to persons located in California, Florida, Hawaii, Iowa, Nevada, or Washington.
- 3 During the reservation process, in the event of any misunderstanding of which Provider is made aware, Provider will do whatever Provider can to accommodate the vacationer's understanding of what they believe is included in the vacation offering. Distributor acknowledges that ultimately, in some cases, Provider may have to refer the vacationer back to Distributor if the misunderstanding is irreconcilable and Distributor agrees to fairly and amicably resolve the misunderstanding directly with the vacationer and advise Provider of said disposition.
- 4 Distributor understands that all Reservation Request processing is on an at-will and as-available basis and subject to the terms of our annual at-will contracts with numerous service suppliers and therefore no benefit offered in any vacation coupon can be guaranteed.
- 5 Distributor understands that Provider will fulfill the vacations only in accordance with the locations, and under the terms of the latest vacation offerings as made available by Provider on the www.bbvp.com website at the time of submission by the vacationer of a current Reservation Request Form. Distributor acknowledges that, as a result of the significant turmoil in the world economic markets, individual coupon vacation benefits cannot be guaranteed and will change rapidly to keep up with economic times. Distributor shall keep this in mind during the distribution process and advise the potential vacationers accordingly and be prepared to react to changes accordingly.
- 6 Distributor acknowledges that they may not alter or modify any of the Reservation Request Forms Layout, Language, or Terms or Conditions in any way.
- 7 There is no cost for Distributor's use of the vacation coupons and Distributor acknowledges that these coupons are neither warranted nor guaranteed and are subject to our and our fulfillers existence, allotments and allocations.
- 8 Distributor acknowledges that, upon submission of the Reservation Request by the vacationer, all vacationer submitted reservation requests and information contained thereon is and remains Provider's property.
- 9 Distributor acknowledges that Provider treats copyright infringements and misrepresentation of any affiliation with any resort, theme park, hotel or other service provider very seriously and will report any such infringements and/or misrepresentations appropriately.

- 10 Neither Distributor, nor its shareholders, officers, directors, employees, agents and representatives, will use Provider's name or make any reference to Provider, or their supplier resorts, hotels and/or attractions other than as a representation or example of what is available.
- 11 Distributor acknowledges that neither Distributor nor Provider nor fulfiller of any coupon has any affiliation or connection with any hotel, resort, attraction, or service provider referenced therein other than as a retail purchaser of the products and/ or services of that hotel, resort, attraction, or service provider. Any depiction of any hotel, resort, attraction, or service provider herein shall not be construed as any endorsement of, approval of, support of or connection with the provider, broker or fulfiller of any coupon by that hotel, resort, attraction, or service provider. All depictions are shown solely for the purpose of informing the vacationer of the hotel, resort, attraction, or service provider normally used in fulfillment of the offered vacation. . Distributor agrees they will not misrepresent any such affiliation
- 12 Distributor acknowledges that Provider has no affiliation with or connection to any National, Federal, State, Local or any Governmental Organization or Agency. Distributor agrees they will not misrepresent any such affiliation
- 13 Neither Distributor, nor its shareholders, officers, directors, employees, agents, suppliers, lead brokers, and/or representatives, will use any method, script or material to contact potential vacationers that in any way infringes any copyright, trademark or other property right nor will they misrepresent any such affiliation as described above
- 14 Distributor, its shareholders, officers, directors, employees, agents or representatives, shall fully comply with all bonding requirements, statutes, regulations, pronouncements, notices, rulings and other government mandates in any way related to telephone solicitation / marketing, telephone calls, sweepstakes, promotions, dialers, "No Call Lists", recorded messages, trade practices acts, or the distribution of the vacation coupons.
- 15 Telephone Consumer Protection Act - All representations or statements made by Distributor to a potential vacationer, whether automated, verbal (e.g., telephone solicitation), written (e.g., caller id, etc.) or any other form, will comply will all applicable local, state and federal laws, regulations, ordinances and ruling including but not limited to telemarketing, "Do Not Call" list, solicitation, deceptive practices, consumer protection and other laws. Distributor will obtain all licenses, bonds permits, registrations, or other approvals required of Distributor prior to commencement of any program.
 - 15.1 It is the policy of Provider to comply with the Telephone Consumer Protection Act (47 U.S.C.A. 227,47 C.F.R. 64.1200) And the Telemarketing and Consumer Fraud and Abuse Prevention Act (15 U.S.C.A. 6101-6108, 16 C.F.R. 310) comply with the provisions of the Federal Trade Commission's amended Telemarketing Sales Rule, 16 CFR Part 310 Provision of the Telemarketing Sales Rule, 64 Fed. Reg. 66124-66126, as well as applicable state laws which are designed to protect the privacy of persons who do not wish to receive unsolicited telephone sales calls at their residence.
 - 15.2 "If any consumer states during any unsolicited sales call "please don't call me again," Put me on your do-not-call list," or similar words to that effect. Immediately upon termination of the call the telemarketing sales person must enter the consumer's name, telephone number and the date of the request on the daily Do Not Call List. At the end of the day, each TSR must enter these numbers into the Master Do Not Call List. Any number appearing on the either the daily or master Do Not Call List MUST NOT be called again. As a Distributor, you MUST comply with the NO CALL PROCEDURES.
 - 15.3 Distributor will fully maintain and use applicable "Do Not Call" lists made available by (i) by any state into which Provider may contact a potential customer/ lead; (ii) which Provider has generated or created through any source;
- 16 Distributor will fully indemnify and hold Provider, its shareholders, officers, directors, employees, agents, supplier resorts, hotels and attractions and representatives, harmless from any loss, fine, penalty, award, damage or liability, including attorney's fees, resulting in any way from the action or inaction of Provider, its shareholders, officers, directors, employees, agents or representatives, in furtherance of Provider's coupon distribution program;
- 17 Exclusive and proprietary agreement.
 - 17.1 Both parties agree that neither DISTRIBUTOR nor PROVIDER is required to be exclusive to the other. However, Provider's proprietary collateral and information, i.e. any fulfillment companies, premium and promotion houses, and vacation certificate companies brought to Distributor by

Provider for Distributor's marketing programs, shall not be directly contacted by Distributor or any of Distributor's subsidiaries and/or affiliates without direct written approval from Provider.

- 17.2 Distributor shall not distribute any of Provider's above mentioned proprietary collateral and information to any other companies or persons without Provider's written permission.
- 17.3 In the event that Provider ceases doing business with Distributor for any reason whatsoever, Provider's proprietary information and collateral, i.e. any telemarketing companies, premium and promotion houses, and vacation certificate companies brought to Distributor by Provider for Distributor's marketing programs shall not be directly contacted by Distributor or any of Distributor's subsidiaries and/or affiliates without direct written approval from Provider. This prohibition contact period will be for an agreed upon one (1) year period from Distributor's actual termination date by Provider. It is agreed that should Distributor violate or disregard this portion of the agreement, then Distributor will pay Provider on a weekly basis, Provider's normal profit on those products and services regardless of the fact that Distributor is no longer under contract by Provider, for a one (1) year period, beginning on the date of the first usage of these proprietary services or products.
- 18 No Agency. The parties agree that nothing in this agreement will be construed to create a joint venture or partnership and neither party is authorized to act as an agent on behalf of the other party.
- 19 Independent Contractor. Distributor is an independent contractor and not an employee of Provider. Distributor, and its shareholders, officers, directors, employees, agents and representatives will not have any claim against Provider for vacation, sick leave, profit sharing, retirement benefits, Social Security, worker's compensation, disability, or unemployment insurance benefits or any other employment benefits of any kind. Distributor will be treated as an independent contractor for all purposes, including without limitation, taxation.
- 20 Indemnity. Distributor agrees to comply with applicable law and commit no act which violates any local, state or federal law in connection with its Vacation Distribution Program. Distributor agrees to indemnify and hold Provider (and its fulfillers, service providers, affiliates, successors and assigns) harmless from any damages, claims or actions sustained as a result of any failure by Distributor to comply with applicable law or any breach of any provision of this Agreement. This paragraph will survive any termination of this Agreement.
- 21 Termination. The Agreement may be terminated or canceled for any or no reason, by either party, by giving the other party written notice of its intention to terminate. Each party reserves the right to immediately terminate this agreement for breach by the other which is not cured within seven days of written notice of such breach.
- 22 Notices. All notices provided for by this Agreement will be deemed given if in writing and mailed to the addresses set forth in this Agreement. Notice will be deemed to have been given on the date such notice was deposited with a reputable overnight courier or in the United States mail, certified postage prepaid, return receipt requested to the addresses for the parties set forth below, or to such other address as may be specified in writing by either party from time to time.

To Distributor

Attn: _____

Phone: _____

Fax: _____

- 23 Waiver. The failure of either party to exercise any power given it hereunder or to insist upon strict compliance with the terms of the Agreement will not constitute a waiver of that party's rights to demand exact compliance with the terms hereof. Waiver by a party of any particular default by the other will not affect or impair their rights with respect to any subsequent defaults of the same or different kind, nor will any delay or omission by a party to exercise any rights arising from any default affect or impair its right as such default or any future default. Further, no course of dealings of the party at variance with the terms hereof will constitute a waiver of that party's right to demand later compliance. No amendments of any terms herein shall be effective unless reduced to a writing specifically so stating and signed by all parties hereto.
- 24 Severability. Should any part of this Agreement be declared invalid, such decision will not affect the validity of any remaining portion which remaining portion will remain in force and effect as if this Agreement had been executed with the invalid portion eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, which may for any reason hereafter be declared invalid.
- 25 Force Majeure. Neither the Provider nor Distributor will be deemed to be in default or liable for delays in performance hereunder caused by acts of God, wars strikes, labor disputes, fires, work stoppages, acts of government or any other cause, whether similar or dissimilar beyond the control of the Provider or Distributor.
- 26 Entire Agreement. This Agreement, together with any adopted Exhibits as may be entered from time to time, contain the entire agreement of the parties and supersedes any oral or written representation, inducement or promise not contained herein and may not be modified except in writing and signed by the authorized representatives of both parties. Course of dealings shall not apply.
- 27 Authorization. The person executing this Agreement on behalf of each of the parties hereby warrants that he/she is duly authorized to execute this Agreement on behalf of such party.
- 28 Governing law. The laws of Florida govern this Agreement.
- 29 Survival. All of Distributor's representations and warranties to Provider set forth herein shall survive the termination of this Agreement for a period of five years from the termination.
- 30 Distributor's distribution of Provider's Reservation Requests constitutes Distributor's acceptance of these terms regardless of the presence or absence of a signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Distributor:

By: _____

Date: _____