

Cabins of the Smokies
P.O. Box 1771, Gatlinburg, TN 37738
support@brainstormcafe.com
www.brainstormcafe.com

Web Site Agreement for CabinsoftheSmokies.com

This agreement between Brainstorm Cafe, Inc., dba Smoky Mountain Overnight Rentals Association, hereafter called the agency, and _____ hereafter called the client, shall be binding under the following conditions and terms.

Smokies Overnight Rentals Association

SMOKY MOUNTAIN OVERNIGHT RENTALS ASSOCIATION

MISSION STATEMENT:

We will strive to create an area network of overnight rental companies and individuals who are seeking to maintain an adequate level of occupancy in today's difficult business climate. We will strive to maintain the highest level of service, market exposure, market share and maintenance of the product. We will also deal fairly with all who participate by providing a "get what you pay for" product that produces increased revenue. Our design and site services as well as maintenance will remain free of charge except for payments made when an actual booking has occurred from the use of the web site.

GOAL:

To offer a service to rental companies and individual rental owners that is first class, functional and productive.

ASSOCIATION RESPONSIBILITIES:

- Create a functional & well-placed web site known as CabinsoftheSmokies.com.
- Make every effort to provide a quality product for the clients of the association.
- Make updates and corrections in a timely fashion.
- Provide invoicing and accountability in an accurate and timely manner.

PARTICIPATING COMPANY/OWNER RESPONSIBILITIES:

- Provide the Brainstorm Cafe with accurate and usable information about each rental property to be placed on the site in a timely, organized fashion.
- To be honest and fair with regards to any communications with the association and the rental customers obtained through Cabins of the Smokies efforts.
- To keep rental information up to date and accurate.

TRACKING:

The association will have a tracking system in place to be used for updating and upgrading market positioning as deemed necessary by the agency.

BILLING:

Brainstorm Cafe will bill the client annually for management/owner company placement on Cabins of the Smokies. Each unit or cabin (1 to 10 cabins/units) will be charged \$50 each per year for presence on the site. Each unit or cabin (11 to 20 cabins/units) will be charged \$40 each per year for presence on the site. Each unit or cabin (21 or more cabins/units) will be charged \$30 each per year for presence on the site. All invoices are due upon receipt. Payment constitutes a contract with Brainstorm Cafe and will remain valid for one year from date of invoice.

PAYMENT:

All payments to Brainstorm Cafe are due upon receipt. Payments made after 15 days from due date are subject to a surcharge of 10%.

ACCOUNTING:

Each invoice will contain by an itemized accounting for each Rental Company or Cabin/Unit added to the program.

CANCELLATION POLICY:

Management Company/Owner agreements are for a one year period. Renewals will be automatically billed at the end of one year. Non Payment will constitute cancellation of the agreement from 15 days after renewal invoice.

REMOVAL OF UNITS:

As rental units are to be removed from service, it is the client's responsibility to inform the Brainstorm Cafe immediately of their desire to remove specific units. The amount paid for the service is not prorated for the balance of the calendar year and no refund will apply.

REMOVAL OF ENTIRE SERVICE:

The client may request removal from the service at any time. At the time of client notification, Brainstorm Cafe will remove all units and Management Company information from the web site. The amount paid for the service is not prorated for the balance of the contract year and no refund will apply.

REMOVAL FROM SERVICE:

In the event of misrepresentation, frequent customer complaints about specific units or the Management Company/Owner will constitute our right to remove the listing from the site after a fair and reasonable time is allowed for correcting the specific problem.

This agreement between _____

And the agency will commence on the ____ day of _____, 20____

For the Client _____ date _____

For the Agency _____ date _____