

## **Addendum to Partner's Contract Rules & Obligations, Rights and Advantages over the Resort**

### **Rules**

1. The Partner is a customer who bought an item according to the rules following Art.1
2. The Partner's obligations are to follow those Rules for an equitable both parties Partnering
3. The Partner's item is managed by the Resort
  1. For the time mentionned in the contract
  2. Unless mentionned otherwise
4. The Partner can promote his own item
  1. The Partner cannot rent his own item without the consent of the Resort
  2. The Partner can ask the Resort to rent the item for a lower price, but he will only get a share that is according to the rent
    1. The rental price of the item cannot less than the necessary price to cover the base of the maintenance of the item, this is fixed by the Resort and cannot be discussed.
5. The Partner can use his item up to 3 month per year
  1. The Partner needs to inform the Resort, at least 2 weeks in advance, when he wants to use his item (this is to prevent a normal customer to be using the Partner's item when the Partner is willing to use his item, and so to prevent double reservation)
  2. When using his item, the Partner is considered as a customer, and receive all benefits from it. Maintenance of his item is the same as it is for a normal customer.
  3. When using his item, the Partner can request extra-services as any other customers, but will pay only 50% of the charges that a normal customer would pay.
6. The Resort's goal is for the partner to have a fair share for his item, the Partners's items have to be rented first before any of the Resort's own items can be rented.
7. The Resort ensure that the item of the Partner is well maintained at all time
8. The Resort ensure that the item is rented as often as it is possible
9. The Resort promote the item of the Partner as much as it is possible
10. The Resort ensure that the Partnering is fair and right and will try his best to advantage the Partner as it can, providing the best spots for the items to be rented as much as possible.
11. In the case of a conflict with the Partner, a resolution may be made directly with the Actual Chairman of the Resort. As to find the best and most adapted solution for the conflict. The Partner is allowed to contact the Chairman at ANYTIME !
12. If the conflict cannot be solved peacefully. The Resort can break the Partnership

### **Breaks in Partnership**

1. Breaks in Partnership can be proven if
  1. The Resort did not follow the rules
    1. If the Resort lacked or failed to do it's best to follow the rules and it can be proven, the Resort needs to fully pay back the Partner investment, with the interests for the period the rules were broken.
  2. The Partner did not follow the rules
    1. In the case the rules were broken with intentions to harm the Resort or a member of the Resort, may it be a boardmember, an employee or another Partner
      1. The Partner loses all rights to his item, the item will then be alloted to the Resort
      2. The Partner may be requested to pay a fine for the collateral loss or damage done
    2. In the case the rules were broken without bad intentions
      1. The Partner « may be » subject to a fine for collateral loss or damage done, and this will be considered as a conflict, to be resolved with the Chairman directly

## **Rights**

1. If rules were broken but it cannot be proven, this will be considered as a conflict and will be resolved with the Chairman directly for the Partner to be able to request an investigation.
  1. The Partner can request an internal investigation, this will be made by the Chairman and the Internal Security Manager
    1. Both will ensure that the investigation is made according to a respectful manner and lead with professionalism, to ensure the Partner's rights
    2. The investigation will not be stopped until enough proofs are gathered, in the benefices of the Partner
    3. When all proofs are gathered, a trial will be formed, the Partner can attend personally or request that the trial is done over a videoconference call, for him to be able to see and hear what will be said.
2. If a conflict happens with an employee of the Resort
  1. The Partner is allowed to (from most important to less important conflicts problems)
    1. Contact the Chairman directly
    2. Contact a Boardman directly
      1. The Boardman may solve the problems directly, or contact the Chairman
    3. Contact the Team Manager directly
      1. The Team Manager may solve the problem directly, or contact his upper hierachy
3. The Partner can report any misbehavior/problem/conflict to a Team Manager or to an employee at anytime.
  1. The employee or Team Manager will help the Partner to solve the problem or escalate immediatly

## **Advantages**

**As a Partner, the use of his item(s) is a first priority.**

**In the case of an eventual misunderstanding with the Resort, customers using the item of the Partner will be requested to use another item for the rest of their rental, as so, for the Partner to be able to use his item according to the Partnership**

**Partner is provided a specific mark, that allows him to use most of the Resort for free while he is visiting the Resort. (some specific zones may require a discounted payment)**

**Partner going to our Restaurant have a special 20% discount, EVEN with guests.**

**Other benefits can be provided to the Partner, on each visit, according to different offers the Resort may be doing at that moment, for fairness to the Partner**