



## RESALE AGREEMENT

The undersigned hereinafter called “**Seller**” and Paradise Beach Villas hereinafter called “**PBV**” have entered into the following agreement for a period of (2) **Two years**.

- a) Seller appoints PBV as their selling agent and hereby grants its power of attorney to resell its timeshare week(s) at the resale prices Seller will list below. This Agreement replaces any previous agreement you may have had with any other person and by signing this agreement you confirm cancellation of any previous registration or agreement for the sale of Your Timeshare Week(s).
- b) Seller will give PBV a minimum resale price for the unit(s)/week(s) for resale.
- c) The commission of **19%** (Nineteen percent) will be deducted from the resale price after sale.
- d) As long as this re-sale agreement is valid, the Seller under no circumstances shall transfer or donate his unit to any third parties.
- e) Timeshare holder “Seller” grants irrevocable power of attorney to PBV, this power of attorney not being subject to termination in one of the manners stipulated by law for a period of 2 years commencing as of date received in order to proceed to the sale and transfer of the timeshare rights, furthermore to collect the sale proceeds, to issue a receipt accordingly and anything else that might be required by which Seller binds himself for a duration of the stipulated period.
- f) Upon termination of the 2-year period this agreement shall automatically be extended for three months, unless one of the parties notifies the other in writing at least one month prior to the termination of the aforesaid period or any extension. Either party may terminate this Agreement with or without cause at any time by 90 days’ notice in writing.
- g) You agree that all the information given on this form is correct and that you have not knowingly made any statement which is or can be found to be incorrect.
- h) In the event of a resale, Seller will relinquish all their “timeshare rights” to the Buyer of the timeshare.
- i) If the timeshare unit/wk is sold and the Seller has exchanged, rented out or in any way altered the timeshare unit/week that was up for resale, said reservation will be cancelled and the Seller will be fully responsible for alternative accommodations for his/her (exchange) guests.
- j) Seller agrees that PBV may contact Seller in the event that a buyer wants additional information.
- k) Seller agrees that PBV will pay seller at least forty-five (45) days after receipt of the Buyer’s final payment, because of our banking system’s clearance procedures especially related to checks.
- l) In the event a private sale is made by the Seller while the week is listed with PBV, Seller will pay PBV Nineteen percent (19%) of the minimum price as per the Resale agreement for further processing of said transfer. All supporting documents of the sale and the 19% commission proof of payment must be presented to PBV before proceeding with the official transfer forms and any other related documentation.
- m) Seller agrees to always keep all their financial obligations with PBV current. PBV has the right to withdraw Seller’s week from resale without prior notice in the event that Seller becomes delinquent. Until the sale is completed, you are still responsible for paying the Maintenance Fee and any other fee to PBV.

Please initial each page on the bottom right-hand corner and provide your full signature on the last page.



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Please fill out the relevant section below pertaining to how the proceeds of the resale is to be disbursed and, in whose name(s).

Lease # \_\_\_\_\_ Unit # \_\_\_\_\_ Week # \_\_\_\_\_

Category \_\_\_\_\_ Minimum Price \_\_\_\_\_

Name of Seller(s): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone : \_\_\_\_\_ E-mail: \_\_\_\_\_

Proceeds to be paid by check in the name of: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Date: \_\_\_\_\_

**General comments:**

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**Paradise Beach Villas** signed for acceptance:

Signature: \_\_\_\_\_

Name (Please print): \_\_\_\_\_

Please initial each page on the bottom right-hand corner and provide your full signature on the last page.



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For validation:

- ❑ **Valid ID of all persons need to be provided**
- ❑ **All accounts must be up to date/paid in full.**
- ❑ **ALL owners on the lease must sign this agreement.**
- ❑ **The original MUST be notarized.**
- ❑ **Paradise Beach Villas MUST receive the original notarized agreement**
- ❑ **The request will ONLY be completed if ALL requirements are met.**

**Paradise Beach Villas assumes no responsibility for any oral or written promises/agreements between the Seller and the Buyer.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature and Name

Please initial each page on the bottom right-hand corner and provide your full signature on the last page.