



Timeshare Division  
Capital Plaza I, Suite 500  
201 East Pine Street  
Orlando, Florida 32801  
(407) 563-8942 (Office)  
(407) 563-8943 (Fax)

### **PROCEDURE FOR SELLING A WESTGATE RESORT TIMESHARE**

**+Westgate Owners:** Westgate has the first right to purchase your unit back. You **MUST** contact Westgate Buyback Department at (407) 355-1000 ext. 51089 to obtain a waiver\***A copy of Westgate's Waiver must be included when submitting a request to our office. MORTGAGES MUST BE PAID OFF IN ORDER TO PROCESS.**

**The following items must be submitted together by mail to the address listed above in order to open a file for you and begin processing the changes on your timeshare deed.**

1. The current owner must complete the request for timeshare transfer form along with the contract for Purchase (see attachment). Our office is not connected with your resort and therefore we do not have information regarding mailing addresses and contact information for any parties involved. These forms must be completed in English (please type or print legibly). Provide as much information as possible. (New owners must be 18 years of age or older).
  - If you are removing a Deceased person's name, a original or **Certified** Death Certificate without the cause of death listed must be included. (This will not be returned to you). You must have been married **or** the Deed must have the wording "Joint tenants with rights of survivorship" or JTWROS after the names, for our office to handle this.
  - If your name has changed since you purchased this unit, include proof of name change (Marriage Certificate., Divorce Decree, or Name Change Certificate)
2. Please provide our office with the following proof(s) if any of these apply to the new owner(s).
  - If transferring into a Trust, include a copy of the Trust showing actual name of Trust along with Trustees names and date Trust was established.
  - If transferring into a company name, provide Articles of Incorporation and a Letter of good standing from the state. Include the name and title of the officer that will be signing on behalf of the company.
3. A copy of the **most current recorded** Quit Claim Deed, Warranty Deed, Grant Bargain or Sale Deed with the current owner's and any recorded documents showing any previous changes **MUST** be included. Example: If you have upgraded your unit and week, we need the upgraded version of the Deed, or have transferred your timeshare into a Trust, added or removed name(s) previously, our office will need that Deed and any Affidavits that may go along with the Deed. If you cannot locate your Deed, A copy can obtained by contacting the County Clerk's office your resort is located in. **Make sure you send our office the Deed with your correct unit and week and the correct owners.** IT IS THE OWNERS RESPONSIBILITY TO PROVIDE OUR OFFICE WITH ACCURATE INFORMATION regarding the timeshare. Our office will prepare a new Deed/Affidavit per your instructions on our request form in order to make the changes you are requesting.

#### **4. WAIVER OF RIGHT OF FIRST REFUSAL (From Westgate)**

5. Include a Check or Money Order in **U.S. funds from a U.S. Bank** payable to: **EQUITY LAND TITLE. in the amount of \$450.00** ( \*\*FEES ARE PER DEED\*\*)

**Checks drawn from a foreign bank or not in US funds will not be accepted.**

Fee includes title search, preparation of legal documents, recording fees for our documents and title insurance for buyer.

**If sales price exceeds \$10,000.00 or your resort is not located in Florida fees may have to be adjusted for recording fees &/or title insurance, we will let you know at the time of closing.**

**\*\*Our fees do not include: any transfer/verification fees that your resort may charge, nor any transfers or fees for membership exchange companies.\*\***

Once all the above items and cleared funds are received by MAIL in our office, we will prepare the necessary legal documentation (Deeds/Affidavits) and mail to the appropriate parties for signature(s). **The time frame from receipt of a request until documents are sent for signatures (by ALL parties) is approximately 30 to 60 days, you will not hear from our office during this timeframe.**

**. A divorce decree will not be accepted in lieu of a signature and we do not accept Power of Attorney.** Once the signed legal documents from ALL parties are returned to our office, we will review and then forward the Deeds/Affidavits to the county recorder's office for recording. You will not hear from our office unless there is a problem. Complete process including recording time could take up to 120 days or more, depending on the transfer.

**If you have any questions or need the status of your file, please feel free to contact us at:**  
**[timeshare@equitylandtitle.com](mailto:timeshare@equitylandtitle.com)**

**I APOLOGIZE FOR THE INCONVENIENCE, BUT FAXED OR E-MAILED REQUESTS WILL NOT BE ACCEPTED.**

REQUEST FOR TIMESHARE TRANSFER FORM

Name of Resort: \_\_\_\_\_ Unit # \_\_\_\_\_ Week # \_\_\_\_\_ Points \_\_\_\_\_

Do you have an existing Mortgage on your timeshare? \_\_\_\_ Yes \_\_\_\_ No, Approximate Balance \$: \_\_\_\_\_

Sales Price: \$ \_\_\_\_\_ U.S Dollars  
(Please check and initial which one applies)

\_\_\_\_\_ Parties acknowledge that the sales proceeds will be exchanged between both parties and not Equity Land Title, LLC. Equity Land Title, LLC is not to be held liable for the exchange of funds.

\_\_\_\_\_ Equity Land Title, LLC is to hold all funds in escrow and disperse funds once all documents have been executed properly. Equity Land Title will ask for the escrow money at the time of closing. Please do not send in the escrow money with this Request.

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If any/all parties live in the same state one set of legal documents will be mailed unless stated differently under special instructions.  
**CURRENT OWNERS ON DEED, (SELLERS)**

**Current Owner #1** Full Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

\*Current Mailing Address to mail documents to: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

Are you a U.S Citizen: Yes \_\_\_\_\_ No \_\_\_\_\_ Social Security Number: \_\_\_\_\_

**Current Owner #2** Full Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

\*Current Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

Are you a U.S Citizen: Yes \_\_\_\_\_ No \_\_\_\_\_ Social Security Number: \_\_\_\_\_

I/We hereby give my permission/authorization to release any information regarding my time share to Equity Land Title, LLC or their authorized agents.

\_\_\_\_\_  
Current Owner Signature Current Owner Signature Date \_\_\_\_\_

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**NEW OWNERS/ (BUYERS)**

**Owner #1(Primary on the Account)** Full Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

\*Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

(Owner #1’s address will be the only address to appear on the deed) Are you a U.S. Citizen: Yes \_\_\_\_\_ No \_\_\_\_\_

**Owner #2** Full Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

\*Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

Are you a U.S. Citizen: Yes \_\_\_\_ No \_\_\_\_ \*\*If Other owners: Attach additional page(s) (Must be 18 years of age or older)\*\*

**Please Print EXACTLY as you wish the Names to appear on the new Deed:**

\_\_\_\_\_

Indicate owner(s) marital status: **Husband and Wife, Wife and Husband, Married Single**  
If multiple names are to appear on the new deed circle one of the following Vesting titles:  
**Joint tenants with the Rights of Survivorship or Tenants in Common**  
**Special Instructions:** \_\_\_\_\_

\_\_\_\_\_

**The time frame from receipt of a request until documents are sent for signatures (by ALL parties) is approximately 30 to 60 days, you will not hear from our office during this timeframe.**

**PURCHASE AGREEMENT/FLORIDA RESORTS ONLY**  
Disregard this form if your resort is not located in Florida

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between:

**“PURCHASER”**

NAME:\_\_\_\_\_

ADDRESS:\_\_\_\_\_

TELEPHONE: HOME: \_\_\_\_\_ WORK: \_\_\_\_\_ CELL: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**“SELLER”**

NAME:\_\_\_\_\_

ADDRESS:\_\_\_\_\_

TELEPHONE: HOME \_\_\_\_\_ WORK: \_\_\_\_\_ CELL: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**WITNESSETH**, that the Seller shall sell and the Purchaser shall purchase the following Unit Week(s), according to the Declaration of Condominium thereof, as recorded in the Public Records of \_\_\_\_\_ **County**, Florida, upon the terms and conditions hereinafter set forth:

**RESORT:** \_\_\_\_\_

**UNIT:** \_\_\_\_\_ **WEEK:** \_\_\_\_\_ **INITIAL OCCUPANCY YEAR:** \_\_\_\_\_

**PURCHASE TERMS**

**TOTAL PURCHASE PRICE: \$ \_\_\_\_\_, subject to payment of Closing Costs. See paragraph 12 below.**

1. The name and address of the timeshare plan is (**“Resort Name”**) \_\_\_\_\_ **Resort Address:** \_\_\_\_\_ The name of the managing entity is \_\_\_\_\_
2. This offer to purchase is withdrawn if not accepted by Seller on or before thirty (30) days from date executed by purchaser(s).
3. Certified liens, if any, shall be paid in full by the Seller, as well as any unpaid real estate taxes, maintenance assessments and accrued late charges relating to the occupancy terms of this agreement.
4. It is understood and agreed that this property is being sold and purchased subject to any restrictions, reservations and limitations of public record.
5. Seller agrees to convey title free and clear of all encumbrances, except as herein set forth, by a good and sufficient statutory Warranty Deed.
6. The hereby authorized closing agency for this transaction shall be **EQUITY LAND TITLE, LLC**, (“Closing Agent”) 201 East Pine Street, Orlando, Florida 32801 (Phone 407-425-6559) (Fax 407-422-6583). It is hereby agreed that this transaction shall be closed, all funds paid and all required instruments be executed by the parties hereto, as above provided, on or before sixty (60) days from date executed by seller(s).
7. In the event any litigation is brought to enforce Purchaser or Seller to perform under the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and reimbursement of all costs.
8. Time is of the essence and this contract shall be binding upon both parties, their heirs, personal representatives and/or assigns when this contract shall have been signed by both parties or their agents.
9. This agreement shall be governed by the laws of the State of Florida and the proper venue for any cause of action arising out of said Purchase Agreement shall be \_\_\_\_\_ **County**, Florida.
10. This Agreement sets forth the entire agreement between the parties.

11. This Purchase Agreement may not be changed or terminated orally.
12. Closing Costs. Purchaser shall pay a Closing Fee to Closing Agent in the amount \$\_\_\_\_\_Per Deed to cover the cost of closing services, title insurance, recording fees and taxes, title searches, closing fees and administrative fees.

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THE CURRENT YEAR’S ASSESSMENT FOR COMMON EXPENSE ALLOCABLE TO THE TIMESHARE PERIOD(S) YOU ARE PURCHASING IS \$\_\_\_\_\_ (“Maintenance Fees”). THIS ASSESSMENT, WHICH MAY BE INCREASED FROM TIME TO TIME BY THE MANAGING ENTITY OF THE TIMESHARE PLAN IS PAYABLE IN FULL EACH YEAR ON OR BEFORE JANUARY 1. THIS ASSESSMENT DOES NOT INCLUDE ANNUAL AD VALOREM REAL ESTATE TAXES, WHICH ARE BILLED AND COLLECTED SEPARATELY. THE MOST RECENT ANNUAL ASSESSMENT FOR AD VALOREM REAL ESTATE TAXES FOR THE TIMESHARE PERIOD(S) YOU ARE PURCHASING IS \$\_\_\_\_\_ (“Taxes”). FOR THE PURPOSE OF AD VALOREM ASSESSMENT, TAXATION AND SPECIAL ASSESSMENTS, THE MANAGING ENTITY WILL BE CONSIDERED THE TAXPAYER AS YOUR AGENT PURSUANT TO SECTION 192.037, FLORIDA STATUTES. EACH OWNER IS PERSONALLY LIABLE FOR THE PAYMENT OF THEIR ASSESSMENTS FOR COMMON EXPENSES AND FAILURE TO TIMELY PAY THESE ASSESSMENTS MAY RESULT IN RESTRICTION OR LOSS OF YOUR USE AND/OR OWNERSHIP RIGHTS.

THERE ARE MANY IMPORTANT DOCUMENTS RELATING TO THE TIMESHARE PLAN WHICH YOU SHOULD REVIEW PRIOR TO PURCHASING A TIMESHARE PERIOD, INCLUDING THE DECLARATION OF CONDOMINIUM OR COVENANTS AND RESTRICTIONS; THE ASSOCIATION ARTICLES AND BYLAWS; THE CURRENT YEAR’S OPERATING AND RESERVE BUDGETS; AND ANY RULES AND REGULATIONS AFFECTING THE USE OF TIMESHARE PLAN ACCOMODATIONS AND FACILITIES.

YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR OBLIGATION WITHIN TEN (10) DAYS AFTER THE DATE YOU SIGN THIS CONTRACT. YOU MUST NOTIFY THE SELLER IN WRITING OF YOUR INTENT TO CANCEL. YOUR NOTICE OF CANCELLATION SHALL BE EFFECTIVE UPON THE DATE SENT AND SHALL BE SENT TO THE SELLER AT 365 NORTH OCEAN BOULEVARD, BOCA RATON, FLORIDA 33432. ANY ATTEMPT TO OBTAIN A WAIVER OF YOUR CANCELLATION RIGHT IS VOID AND OF NO EFFECT. WHILE YOU MAY EXECUTE ALL CLOSING DOCUMENTS IN ADVANCE, THE CLOSING, AS EVIDENCED BY DELIVERY OF THE DEED OR OTHER DOCUMENT, BEFORE EXPIRATION OF YOUR TEN (10) DAY CANCELLATION PERIOD, IS PROHIBITED.

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PURCHASER TO COMPLETE

I/WE AGREE to purchase the above described property, on the terms and conditions stated in the foregoing instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PURCHASER SIGNATURE

\_\_\_\_\_  
PURCHASER SIGNATURE

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SELLER TO COMPLETE

I/WE AGREE to sell the above described property, on the terms and conditions stated in the foregoing instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SELLER SIGNATURE

\_\_\_\_\_  
SELLER SIGNATURE