

WESTGATE SALE PROCEDURE

Please forward this process to all parties involved in the change/transfer so they are aware of the timeframe involved:

- **Westgate has the Right of First Refusal on all sales.**
- You **MUST** contact Westgate Developer Services at **800-249-0545** or email developerservices@wgresorts.com to obtain this waiver. **The ORIGINAL waiver signed by Westgate must be included with this form.**
- If Westgate states a waiver is not necessary, then please provide proof of this from Westgate.

1. **Return Timeshare Transfer Information Form to Equity Land Title, 201 East Pine Street, Suite 500, Orlando, Florida 32801. Please include:**
 - a. **Pages 1 - 5 of this packet completely filled out and signed. Notary not required.**
 - b. **Check or Money Order in U.S. funds from U.S. Bank payable to *Equity Land Title, LLC* in the amount of \$450.00 for this transaction type.**
 - c. **Legible Copy of ALL parties driver's license or Government Issued Identification Card**
 - d. **Copy of your current Deed**
2. Once we receive the items mentioned above, we will deposit the funds and open your file. All legal documents will be emailed **or** mailed to the Primary Current Owner. It will be the Current Owner's responsibility to acquire signatures from each Grantor and return to our attention. Please note your resort may require a transfer fee to update their records. Our office will request this fee when legal documents are sent for execution.
3. Upon receiving fully executed, witnessed and notarized documents, we will submit to the County Recorder's Office for recordation. The recording department can take anywhere from **2 to 4 weeks** to record and return the original document(s) back to our office. (If the resort is not located in Florida the recording process can take longer).
4. Upon receipt of the final recorded document(s) back from the County Recorder's Office, the original will be sent to the new owner along with a copy to the resort so they can update their records. **It will be the New Owner's responsibility to provide copies of the recorded documents to all parties involved.**
5. The entire process can take up to 90 days to complete. Documents missing signatures will delay the process.
6. If you would like the status of your file, please e-mail our office at timeshare@equitylandtitle.com and reference your assigned file number.

SPECIAL NOTES

If transferring to a company name please include the Articles of Incorporation and Letter of Good Standing.

Please provide an Original or Certified Copy of Death Certificate for all deceased owners.

We will need proof of name change for any current owner with a different name than the original deed (i.e. Marriage Certificate, Court Order, etc.)

Our office does not process any trading/membership companies. (i.e. RCI, Interval International)

A divorce decree will not be accepted in lieu of a signature.

All Powers of Attorney must be reviewed for compliance for this transaction.

Equity Land Title, LLC is not responsible for any fees currently due to the resort and is not to be held liable. The resort will not accept any type of timeshare transfer if the account is past due. It is your responsibility to ensure The account is paid up to date.

TIMESHARE TRANSFER INFORMATION FORM

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PLEASE PRINT LEGIBLY

Resort:	
Account No.	
Building – Unit Number	
Week - Year	
Do you have an existing mortgage?	Yes or No Balance \$_____
Party to pay closing fees? (Circle One)	Seller or Buyer
Contract Price	\$ _____
Will the Sales Proceeds exchange privately? (Circle One)	Yes or No. If yes, Equity Land Title is not to be held liable for the exchange of funds. If No, Equity Land Title is to hold all funds in escrow and disburse funds once all documents have been properly executed and notarized.

CURRENT OWNERS ON DEED/SELLERS

Primary/Current Owner #1 Full Name: _____

(All correspondence will be emailed to the Primary Owner's attention at the below email address unless indicated under special instructions on page 2)

Street _____

E-Mail Address: _____

City _____

Phone (____) _____

State _____

Zip _____ Country _____

Current Owner #2 Full Name _____

Additional Current Owner Names:

NEW OWNER INFORMATION

All Owners must be 18 years of age or older

Primary/**NEW** Owner #1 Full Name _____
(The Original recorded deed will be mailed to the New Primary Owner's attention at the below address)

Street _____

E-Mail Address: _____

City _____

Phone (____) _____

State _____

Zip _____ Country _____

NEW Owner #2 Full Name: _____

Additional **NEW** Owner Names:

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, you have the option of a vesting.

- JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - Should either party listed on the Deed pass away, their interest would be transferred to the surviving owners.
- TENANTS IN COMMON- Should one person pass away, interest would go through probate to establish their heirs.

Special Instructions: _____

IF OUR OFFICE DOES NOT RECEIVE FULLY EXECUTED LEGAL DOCUMENTS WITHIN 90 DAYS OF RECEIPT, ALL PARTIES ARE AWARE, ACKNOWLEDGE AND UNDERSTAND YOUR FILE WILL BE AUTOMATICALLY CANCELLED AND ALL FEES, EXCEPTING ANY PAGE RECORDING AND TRANSFER TAXES, ARE NON-REFUNDABLE.

FEES ARE NON REFUNDABLE ONCE LEGAL DOCUMENTS HAVE BEEN PREPARED.

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

Current Owner #1

Current Owner #2

Date:

Current Owner #3

Current Owner #4

Date:

**ONLY COMPLETE WHEN SELLING THE UNIT
DOES NOT APPLY TO GIFT TRANSFER OR NAME CHANGES**

RESALE CONTRACT

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**, _____, upon the terms and conditions hereinafter set forth:

RESORT: _____

BLDG: _____ **UNIT:** _____ **WEEK:** _____ **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 407-563-8942) (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**, _____.
- 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.

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 _____ . 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