



Attn: Timeshare Division  
100 W. Cypress Creek Road, Suite 700  
Fort Lauderdale, Florida 33309  
954-527-6242

### Sale of Timeshare Checklist

This is our request form to sell your timeshare to New Owner or to sell to a Trust/Company. You must already have the buyer.

In order to prevent delays in processing, please use this checklist before mailing your request for transfer/change to our office.

We will need the below items for **ALL** new requests:

1. \_\_\_\_ Timeshare Transfer Information Form – Signed by ALL owners. Must return page 1 & 2.
2. \_\_\_\_ Sales Contract signed by ALL parties
3. \_\_\_\_ Copy of Current Deed
4. \_\_\_\_ Copy of Identification (i.e. driver's license, passport, etc.) for ALL parties
5. \_\_\_\_ Verification of Mortgage Payoff (i.e. Payoff letter, recorded Satisfaction of Mortgage)
6. \_\_\_\_ \$450.00 Check or Money Order payable to Equity Land Title per account. Funds must be drawn in US Dollars from a US Bank. Wires and credit card payments are not accepted.

We only need the below *if applicable*:

7. \_\_\_\_ Copy of Trust Documents or Certificate of Trust, if you are selling to a trust
8. \_\_\_\_ Original Death Certificate, if any current owners are deceased and were vested as Married or Joint Tenants. Please note we cannot accept a Funeral Director's Certificate. We are required to submit an Original or Certified Copy of Death Certificate.
9. \_\_\_\_ Corporate Documents, if you are selling to a company. Will need Articles of Incorporation/Organization, Letter of Good Standing, and proof of authorized signers.
10. \_\_\_\_ Proof of Name Change (i.e. Marriage Certificate, Divorce Decree, Court Order). We cannot accept driver's licenses/passports or social security cards as proof.
11. \_\_\_\_ Affidavit of Family OR Waiver of Right of First Refusal. This is for WESTGATE owners only who are gifting to new owners. See Item 14 on Frequently Asked Questions for more details.

***Please note our fees only apply if the purchase price is less than \$10,000. Please call our office if the sales prices is greater than \$10,000 for a more accurate fee estimate.***

***Please contact our office if your resort is located in Utah, Tennessee, or Virginia AND you want title insurance for a more accurate estimate.***

***Please contact our office if you are a foreign seller as additional government withholdings are required.***

These forms are not the deed or legal documents. These are the items this office requires in order to open a file and to prepare your legal documents. Once we receive everything listed above, we will send you a Deed in 3 to 4 weeks. All current owners will be required to sign these future legal documents before a notary.

## FREQUENTLY ASKED QUESTIONS

1. Can I email the Timeshare Transfer Request Form to you?  
No, please mail the request to our office along with a copy of your deed, copy of all IDs, and our fee.
2. How do I pay your company's fees?  
Please include a check/money order for our fees. We do not accept wire transfers or credit card payment. Funds must be drawn from a US Bank in US Funds.
3. How do I obtain a copy of my current deed?  
If you cannot locate your Deed, you can contact the Official Records Clerk's Office in the County and State where your resort is located to obtain a copy.
4. How do I obtain proof my Mortgage is paid in full?  
Contact your resort and request proof of payoff.
5. What happens if I have Maintenance Fees & Taxes that have to be paid?  
Please contact the resort to pay your fees. 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.
6. How will I know if you received my procedure?  
We always recommend that you send your documents with a tracking number. Due to high volume, it will take approximately 3-4 weeks to create your file.
7. Do all current owners need to sign this initial transfer form?  
No, one current owner signature will be sufficient. All current owners will be required to sign the deed that we prepare.
8. Can I use a divorce decree in lieu of an ex-spouse's signature?  
No, a divorce decree cannot be used. If the other party is not willing to sign the deed we prepare before a notary, you will need to contact your attorney. It is your responsibility to acquire all the signatures.
9. Can I use Power of Attorney?  
Yes. However, our office must approve the Power of Attorney. If acceptable, our office requires the original. We will return to you.
10. How long does the process take?  
Once we receive this request from you, it will take our office approximately 3-4 weeks to mail you the deed that will change the title.
11. Can I deed to my minor children?  
No. All owners must be over 18 years of age.
12. Are your office fees refundable?  
Once the deed is prepared, our office fees are NON REFUNDABLE
13. Are there any other fees?  
Yes. When you return the deed to our office, we will request a Transfer Fee. This fee is charged by the Resort and it varies by resort. Our office does not keep any of this money. 100% of the fee is sent your resort. This fee is NOT included in our office fees.
14. Do I need the resort's permission to gift or sell to a new owner?
  - a. Your resort may have the First Right of Refusal for title transfers. For most resorts, our office will communicate with the resort to get a waiver for you.
  - b. ***FOR WESTGATE RESORTS ONLY.*** You do not need the resort's permission if you are transferring to immediate family. If you are not transferring to immediate family, it is your responsibility to contact the Westgate Resorts Developer Services Department at 1-800-249-0545 or [developerservices@wgresorts.com](mailto:developerservices@wgresorts.com) to request a waiver. You must request this waiver *before* sending the Transfer Form and fees to our office. If granted, you will need to forward the ORIGINAL waiver signed by Westgate when you submit your request to our office.



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 954-527-6242

**TIMESHARE TRANSFER INFORMATION FORM**

(Sale of Timeshare)

**Is there an existing Mortgage on your timeshare? If yes, please contact our office as this is the incorrect form.**

Account Information	Sales Information
Name of Resort: _____	Sales Price: _____
Account No.: _____	Will funds exchange privately? YES or NO
Unit No.: _____	Do you have an existing mortgage? YES or NO
Week No.: _____	Is the Seller foreign? YES or NO
Points, if applicable: _____	Is a Broker involved? YES or NO

**CURRENT OWNER INFORMATION**

Please check if selling to an Immediate Family Member? If yes, please circle one: Mother, Father, Brother, Sister, Spouse, Son, Daughter, Grandparent, Grandchild, Aunt, Uncle, Niece, Nephew.

Seller #1 Full Name: \_\_\_\_\_ Seller SSN: \_\_\_\_\_  
 (Please Note: All correspondence will be emailed to Seller #1 at the below email address)

Street \_\_\_\_\_ E-Mail Address: \_\_\_\_\_  
 City \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

Additional Current Owner Names: \_\_\_\_\_ SSN: \_\_\_\_\_  
 \_\_\_\_\_ SSN: \_\_\_\_\_  
 \_\_\_\_\_ SSN: \_\_\_\_\_

I/We hereby give my permission/authorization to release any information regarding my time share to Equity Land Title, LLC (“ELT”) or their authorized agents. ELT is not responsible for any fees currently due to the resort and is not to be held liable. Once we prepare and send the documents, if our office does not receive fully executed legal documents within 90 days, all parties are aware, acknowledge, and understand the file will automatically cancel and all fees, excepting any page recording, documentary stamps and intangible tax, are NON-Refundable. If the Sales Proceeds will exchange privately, ELT will not be held liable for the exchange of funds. If ELT is requested to collect the Sales Proceeds, funds will be held in escrow and disbursed in US Dollars once all documents have been properly executed and notarized.

\_\_\_\_\_  
 Seller #1 Signature Seller Signature Date \_\_\_\_\_

**NEW OWNER INFORMATION**

Buyer #1 Legal Name: \_\_\_\_\_

(Once prepared, the Original recorded deed will be mailed to Buyer #1 attention at the below address)

Marital Status (Circle One): Married or Single

Gender (Circle One): Male or Female

Street \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

City \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Country \_\_\_\_\_

Additional **NEW** Buyers:

Legal Name	Age	Gender (Circle One)
		Male or Female
		Male or Female
		Male or Female

If multiple names are to appear on the deed, please indicate marital status / vesting below.

- Husband and Wife
- Wife and Husband
- 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 be distributed to their heirs.

Special Instructions: \_\_\_\_\_

I/We hereby give my permission/authorization to release any information regarding my time share to Equity Land Title, LLC ("ELT") or their authorized agents. ELT is not responsible for any fees currently due to the resort and is not to be held liable. Once we prepare and send the deed, if our office does not receive fully executed legal documents within 90 days, all parties are aware, acknowledge, and understand the file will automatically cancel and all fees, excepting any page recording, documentary stamps and intangible tax, are NON-Refundable. If the Sales Proceeds will exchange privately, ELT will not be held liable for the exchange of funds. If ELT is requested to collect the Sales Proceeds, funds will be held in escrow and disbursed in US Dollars once all documents have been properly executed and notarized.

\_\_\_\_\_  
Seller #1 Signature

\_\_\_\_\_  
Seller Signature

Date \_\_\_\_\_

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

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Seller #1

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Seller #2

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Date:

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Seller #3

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Seller #4

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Date:

**PURCHASE AGREEMENT**

**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 thereof, as recorded in the Public Records of \_\_\_\_\_ **County**, \_\_\_\_\_, upon the terms and conditions hereinafter set forth:

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

**RESORT ACCOUNT NUMBER** \_\_\_\_\_

**UNIT:** \_\_\_\_\_

**WEEK:** \_\_\_\_\_

**INITIAL OCCUPANCY YEAR:** \_\_\_\_\_

**PURCHASE TERMS**

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

1. The name and address of the timeshare plan is (**“Resort Name”**) \_\_\_\_\_, whose address is: \_\_\_\_\_ 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”) 100 W. Cypress Creek Road, Suite700, Fort Lauderdale, FL 33309 with a phone number of 954-527-6242. 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 in which the property is located 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 **\$450 Per Deed** to cover the cost of closing services, title insurance, recording fees and taxes, title searches, closing fees and administrative fees. This fee is only valid for sales amount less than \$10,000. Please call our office if sales price is greater than \$10,000 or if your resort is located in Utah, Tennessee, or Virginia for more accurate closing costs.

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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. 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 AD VALOREM REAL ESTATE TAXES (FOR FLORIDA RESORTS, 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.

FOR FLORIDA RESORTS, 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.

**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

**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