

TIMESHARE RESALE AGREEMENT

Independent Agent for owners at all Madeira Timeshare Resorts

Owner(s)

Name:	Address:
Name:	
Email:	Tel: Fax:

RESORT NAME: Madeira	Lease Expiry Date:
1 st Week Apt. N°: Week(s) N° (Occupancy available from year 20 __)	Change Over Day:
2 nd Week Apt. N°: Week(s) N° (Occupancy available from year 20 __)	Change Over Day:
3 rd Week Apt. N°: Week(s) N° (Occupancy available from year 20 __)	Change Over Day:
4 th Week Apt. N°: Week(s) N° (Occupancy available from year 20 __)	Change Over Day:

Apartment/ Unit Type: specify ✓	RESORT Membership details: specify ✓			
Maximum sleeping capacity -	1st	2nd	3rd	4th
Studio - sleeps 2				
Studio - sleeps 4				
1 Bed - sleeps 4				
1 Bed - sleeps 6				
2 Bed - sleeps 4				
2 Bed - sleeps 6				
Type of Week: Fixed Week <input type="checkbox"/> or Bi-Annual <i>Odd</i> <input type="checkbox"/> <i>or Even Years</i> <input type="checkbox"/>				
1. Resort Membership. N°:				
Maintenance:				
2. Annual Maintenance Due Date?				
3. Annual Maintenance Fee per week?				
4. Are fees fully paid to date? Yes: No:				
5. Arrears outstanding? Amount = No:				

RCI	II	<i>If registered with an Exchange Company: RCI? II? Dial an Exchange? Etc;</i>		specify ✓ No
EXCHANGE	EXCHANGE	1. Yes: Exchange Company Name:		
Company	Company	2. Your Exchange Company Membership N°:		
Specify Time ✓	Specify Time ✓	3. Is/are your week/s in the RCI POINTS system?		Yes: No:
Red	Red	4. Have you deposited (banked) your week(s)		Yes 2012
White	Green	(with RCI, II or any other exchange company)		Yes 2013
Blue	Yellow	for the forthcoming year/s?		Yes 2014

NET Asking Price - Net per week: £

General Terms and Conditions (see over also)

1.	AVL will henceforth include the above-mentioned week(s) in its resale listings with NO CHARGE for REGISTRATION (subject to point 7. below)
2.	THE VENDOR(s) certify that the sale is made free of any onuses or encumbrances against the week(s) being transacted, and clear of outstanding maintenance fees, and that any such outstanding responsibilities may be deducted from the net amount due to said OWNER(s) on the sale of the week(s).
3.	AVL will make all reasonable effort through its advertising and marketing program to find a purchaser for said week(s).
4.	AVL agrees to pay the VENDOR(s) the final agreed net price for the week(s) identified above when the week(s) is (are) successfully sold, and on receiving payment from the purchasers.
5.	THE VENDOR(s) may terminate this agreement by giving 90 days notice of his/their intention to do so (or by paying the non sole agency fee to remove the week/s without prior notice). During the 90 day notice period THE RESALE OFFICE will continue to market & promote the week/s to obtain a sale which the VENDOR/s will honour.
6.	This agreement is valid until terminated by the OWNER(s) per point 5.
7.	The VENDOR(s) hereby enter(s) into a SOLE AGENCY AGREEMENT - NON SOLE AGENCY AGREEMENT with AVL (please see over and specify).
8.	Date: / /20
9.	Signed: Signature of Vendor/s needs to be applied here:
 on behalf of Astute Ventures Ltd.
 Vendor 1
 Vendor 2

(Please see over for general conditions and vendor's 2nd signature requirement)

(Continued from page 1)

Astute Ventures Limited

GENERAL CONDITIONS:

In order for AVL to provide a professional and efficient service we ask that clients forward as much information as possible to us regarding their apartment(s) i.e. apartment plans, floor plans, inventory list, brochure, photographs etc. etc. This information helps prospective purchasers to make a decision.

THE VENDOR/S are required to place their membership certificates or title deeds with AVL for safe keeping, this in turn also helps to facilitate a swift conclusion at point of sale.

AVL will make all reasonable effort to keep clients updated on the current situation regarding weeks registered, but should you wish to contact the Agency please feel free to do so at any time. All queries will be dealt with as quickly as possible.

AVL CHARGES 10%/£300 (whichever is the greater) COMMISSION ON THE FINAL AGREED SALE PRICE Plus a £50.00 Administration Fee.

THE VENDOR/S will be notified immediately when an offer is made.

AVL MAKES **NO CHARGE** FOR REGISTRATION WITH SOLE AGENCY AND LEGAL DOCUMENTS

AVL WILL CHARGE A REGISTRATION FEE OF £300 FOR A NON SOLE AGENCY AGREEMENT

BELOW MUST BE COMPLETED AND SIGNED

YOU HAVE THE ORIGINAL MEMBERSHIP CERTIFICATE/TITLE DEED ETC. FOR THE WEEK/S BEING REGISTERED AND ALL PAPERWORK IN ORDER. YES _____/NO _____

IF ANNUAL FEES ARE NOT PAID UPTO DATE WHAT IS THE OUTSTANDING AMOUNT/YEARS?
_£ /€ _____

IF A SALE WERE NOT IMMINENT WOULD YOU BE PREPARED TO RENT OUT YOUR WEEK/S FOR A RETURN OF THE ANNUAL MAINTENANCE FEE CHARGE?

YES _____ NO _____.

(A number of prospective purchasers would like to experience a resort at first hand before committing to a purchase)

Reason for Selling:

I/We agree to the aforementioned terms and conditions appertaining to this timeshare resale agreement as detailed on this page and on page 1.

Date: _____ / _____ /20 _____

& Place: _____

Signed: _____

Signature of Vendors needs to be applied here:

on behalf of **Astute Ventures Limited**

Vendor 1:

Vendor 2:

This completed and signed form may be posted, faxed or emailed by return.

Postal Address:

GPL/AVL, Apartado 2784, Funchal 9001 401, Madeira, Portugal.

Contact Us: Tel: 00 351 291 762203

Email: info@astuteandco.com Website: www.astuteandco.com