

**TIMESHARE LIQUIDATION AND CANCELLATION AGREEMENT**

**Client Information**

Client(s)

Name(s): \_\_\_\_\_ (Collectively  
the "Client") Email: \_\_\_\_\_

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

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

Country \_\_\_\_\_ Phone: \_\_\_\_\_

**Timeshare Information**

Name of Timeshare: \_\_\_\_\_

Deed: \_\_\_\_\_ Points: \_\_\_\_\_

State Timeshare Located in: \_\_\_\_\_

Mortgage Amount: \_\_\_\_\_

**THIS AGREEMENT** is entered between **Time Share Exit ("USA")** and Client.

**Client desires to be relieved of their entire interest(s) and all responsibilities associated with the Client's timeshare(s) identified in the Timeshare Worksheet(s) including but not limited to a release of Client's personal liability from any mortgage obligation associated with Client's timeshare. (herein "Timeshare(s)")**

Client hereby requests and agrees that USA shall provide Client with USA **Money Back Guarantee** under the terms and conditions as described in this Agreement, the Timeshare Worksheet(s), and the Payment Authorization Form (herein collectively "Agreements").

In exchange of the mutual promises and consideration described in the Agreements, USA and Client promise and agree as follows:

**Time Share Exit USA, here in after designated at "USA" Promises and Agrees:**

1. USA promises and agrees to designate its law offices to generate and transmit to the Client all documentation necessary and take all steps necessary and appropriate to complete USA's **Money Back Guarantee** that will:

- Completely and permanently terminate Client's entire ownership of their Timeshare(s); and
- Completely and permanently terminate all Client's future financial responsibilities regarding their Timeshare(s).

2. Time Share Exit USA, promises and agrees that during the performance of this Agreement, **USA** shall be solely responsible for all costs and fees required to accomplish the transfer. Subject to the terms and conditions of these Agreements.

**GUARANTEE: If USA determines that they are unable to accomplish the transfer with respect to a Client's Timeshare(s), USA shall fully refund the entire fee paid by Client to USA without deduction for any and all fees or Timeshare expenses paid by USA.**

**Client Promises, Representations and Agreements:**

1. That time is of the essence and that they may be receiving a Limited Power of Attorney (LPOA) which must be signed, notarized and returned to USA's title transfer agent within 2 weeks of receipt. The LPOA provides that USA's legal counsel, will have the limited authority of negotiating and completing the transfer of the Timeshare interest(s). Client also acknowledges that they may be receiving further/additional documents from USA's and its legal counsel. These documents may include a Deed, a resort transfer document, **a Limited Power of Attorney, Strategic Default Disclosure** or other transfer related documents. Client agrees to sign and notarize these documents and return them directly to USA's within 2 weeks of receipt.

2. Client represents that he/she has a timeshare mortgage balance of

§ \_\_\_\_\_.

3. Client acknowledges they shall be responsible for all Maintenance Fees, Taxes and previously billed assessments for any year where client has either used or banked weeks and/or points.

4. Client promises and agrees that they are the sole owner(s) or have all necessary legal authority for the entire interest to sign all documents regarding Client's Timeshare(s) on behalf of the owner(s).

If Client's Timeshare(s) is/are held in a trust, or if there has been a death or divorce of an owner, it is noted on the Timeshare Worksheet(s). Client understands that circumstances involving Timeshare(s) held in a trust or with deceased or divorced owners shall require additional Client cooperation with USA's legal counsel.

5. To provide documentation if asked by the title transfer agent. Client agrees to cooperate to the best of their ability with USA, its legal counsel, by providing and executing all necessary documents needed to legally transfer title of the Timeshare which is described on the Worksheet, including, but not limited to providing copies of

Deeds, Original Death Certificates, Trust Documents, Membership Certificates, or other Ownership Documents. Client acknowledges that time is of the essence and agrees to provide this documentation within 30 days, if asked by USA's title transfer agent.

6. That USA shall have the right to assign all legal right and interests regarding Client's Timeshare(s) in every respect as necessary to accomplish the transfer. Client agrees that they shall have no beneficial interest or responsibility with respect to any such assignment.

7. To hold USA and its vendors, agents, attorneys and assigns harmless of all claims associated with Client's Timeshare(s) in the event Client's representation(s) are untrue or in the event of Client's failure to abide by the terms and conditions set forth in the Agreements. Furthermore, Client understands that

their failure to keep any of the promises in these Agreements may cause the transfer process to be put on hold and does not constitute grounds for a refund to be issued. If Client resolves the outstanding issue(s), USA will resume the transfer process.

**USA and Client mutually promise and agree:**

1. Upon Client execution of this Agreement, Timeshare Worksheet(s), and Payment Authorization Form, Client shall pay to USA (\$ \_\_\_\_\_), Dollars, in exchange for USA to retain and pay all costs and fees associated with the services rendered in connection with securing Client's release from any and all personal liability of their time obligations associated with Client's timeshare.

2. Upon Client execution of this Agreement, Timeshare Worksheet(s), and Payment Authorization Form, Client shall pay to USA (\$ \_\_\_\_\_), Dollars, in exchange for USA to retain and pay all costs and fees associated with the services rendered in connection with securing Client's release from any and all personal liability in connection with Client's mortgage obligations associated with Client's timeshare.

3. Upon Client execution of this Agreement, Timeshare Worksheet(s), and Payment Authorization Form, Client shall pay to USA (\$ \_\_\_\_\_), Dollars, in exchange for USA to Place all funds retained by Client in ESCROW. Your escrow option.

4. USA and Client promise and agree that the Agreements express the complete and entire agreement and no other agreements or promises exist between Client, USA and/or USA's representatives or agents. Client promises and agrees that they are not entering this transaction in reliance upon any tax advice from USA.

5. Client agrees that USA has provided Client with conformed copy(ies). Client also agrees to have read and understood this Agreement, the Timeshare Worksheet(s), and the Payment Authorization Form. Client acknowledges that a possibility of negative credit reporting exists. Such reporting is part and parcel of any debt cancellation process.

6. Client agree that it has provided accurate information and that USA has answered any and all questions regarding this Agreement, the Timeshare Worksheet(s), and the Payment Authorization Form.

7. This Agreement, along with the aforementioned Timeshare Worksheet(s), and Payment Authorization Form, shall be governed by the laws of the State of California. You, the Client, may cancel this transaction for any reason prior to midnight of the third business day after the date of this transaction. See the notice of cancellation form for an explanation of this right.

8. Once the timeshare is disposed of pursuant to this agreement, Client agrees that it will not seek to dispute or chargeback the fee paid to USA. Should Client attempt to do so, USA shall be entitled to reasonable attorney fees and costs.

We have read and understand the foregoing and we affix our signature

**Client's Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Co-owner Name(If exists):** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_