RESORT CANCELLATION SERVICES
·········TIMESHARE EXPERTS·········

RCS Contract

This SERVICES AGREEMENT, dated __________, between Resort Cancellation Services located at 7200 Lake Ellenor Dr Suite 245 Orlando, FL 32809 (hereinafter, "RCS"), and ____ residing at ____ (hereinafter, the "Client(s)"),

WHEREAS, the Client has purchased a Timeshare under various misrepresentations, predatory lending tactics and unethical sales practices from a Property Developer; the Client is seeking help in Canceling the Client's Timeshare agreement and recovering any possible damages from the Property Developer. Upon execution of this Agreement, and receipt of the agreed upon Fee, RCS will begin to work faithfully and aggressively on the Client's behalf to Cancel the Client's Timeshare agreement. Upon successful Cancellation of Client's Timeshare agreement, all obligations on the part of the Client and Client's heirs will be terminated.

NOW, THEREFORE, in consideration of mutual promises herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

Property Information

Resort Name: _______________

Location: __________________

Bedrooms: _________________

Bathrooms: ________________

Point Details: ______________

Usage: ____________________

Section 1: Rights and Responsibilities

1.1 Definitions. The terms in this Agreement have the following meanings assigned:

1. "Timeshare" means an arrangement whereby several joint owners have the right to use a property as a vacation home under a time-sharing agreement, or a property owned under a time- sharing agreement. "Timeshare" may also refer to a Timeshare unit, vacation or travel club, or ownership of club points.
2. "RCS" means Resort Cancellation Services, a Florida company.
3. "Cancellation" means any form of release of future obligation of Client's Timeshare ownership.
4. "Client(s)" means any individual or individuals that are seeking RCS's services to facilitate Cancellation of Client's Timeshare.
5. "Property Developer" or "Developer" means the current legal owner/operator of the property which is the subject of the Client's Timeshare.
6. "Payment" means the entire payment by the Client to RCS in exchange for professional services rendered in furtherance of working to Cancel Client's Timeshare.
7. "Fee Payment" means the amount charged by RCS for file preparation, research and deed verification.
8. "Attorney Payment" means fees to be paid to the Client's attorney for each developer contract.
9. "Parties" means the parties to this Agreement, Client(s) and RCS.
10. "Agreement" means this entire agreement, which becomes fully executed upon a signature and date by both Parties.
11. "Confidential Information" includes any private financial or personal information surrounding the purchase of the Timeshare and any personal information requested by RCS in furtherance of this Agreement.

1.2 Client Responsibilities.

Depending on the circumstances, during the Term of this Agreement, Clients may be responsible for:

1. Timely payment of the Timeshare mortgage, maintenance fees, and taxes.
2. Timely payment to any adjacent travel club, or vacation points program.
3. Timely payment toward any other financing related to the purchase of Client's Timeshare, including, but not limited to: Bill Me Later, PayPal Credit, credit cards offered by Client's property developer to finance the down payment or mortgage note on a Timeshare contract, or any other financial or credit instrument.

During the Term of this Agreement, Clients are responsible for:

1. Providing RCS with copies of any documents, bills, agreements, and all written materials in their possession related to the Timeshare purchase.
2. Providing RCS and/or your assigned account manager(s), risk manager(s), credit manager(s), or attorney(s) any additional documentation required to facilitate a Cancellation of your Timeshare. Additional documentation must be provided within 30 days of the date the request is made.
3. Providing RCS with a completed Client Questionnaire surrounding the facts and circumstances of the Client's Timeshare.
4. Providing RCS with any Confidential Information in connection with the Client's Timeshare purchase. (See Confidential Information, Section 1.1.11) 5. If necessary, providing the credit

management company with personal information to help manage Client's credit.

1.3 RCS Responsibilities.

During the Term of this Agreement, RCS is responsible for:

1. Upon execution of this Agreement, RCS will work diligently and aggressively to Cancel Client's Timeshare.
2. Communicating with the Property Developer in order to fully inform the Developer of the Client's situation and performing such other tasks that may be necessary and appropriate to facilitate Cancellation of Client's Timeshare.
3. Collect and document any misrepresentations that may have taken place throughout the timeshare ownership.
4. If needed, communicate with Client's attorney to facilitate Cancellation of Client's Timeshare.
5. Upon RCS's discretion, RCS may contract a Credit Management Company to assist Clients in the Cancellation process.
6. Taking measures to prevent the Property Developer from harassing Clients for payment of bills relating to the Timeshare, whether such communication is affected by mail, email or by telephone.

Section 2: Fees and Terms

2.1 Fee. In consideration of the services provided in Section 1.3, Client agrees to pay RCS a Fee in the amount of $__________.

RCS is not a real estate brokerage firm nor is RCS affiliated with any timeshare resort, In the event the timeshare is not rented or sold within 10 months, the client will have an option to continue marketing the property or opt out and be transfer to our legal team to start the cancellation process to terminate the contract.

2.5 Returned Checks.

1. Returned Check Charges. For paid-in-full and term payments, RCS will charge a Twenty-Five Dollar ($25.00) returned check fee for any payments made by check and/or ACH payments due to incorrect account information furnished to RCS, or Non- Sufficient Funds by the time the payment was endorsed or drafted.

Section 3: Attorneys and Ethics

3.1 Attorney. If necessary and appropriate, RCS may refer the Client to a licensed attorney to facilitate Cancellation of Client's Timeshare. If an attorney is necessary, the Client will be contacted by the attorney after the execution of this Agreement. The Client will enter into an agreement with the attorney, referred to as a Client Engagement Letter, which will contain terms and conditions surrounding the engagement of the attorney. The attorney's Client Engagement Letter will include the following requirements:

1. The Client agrees to pay the fee of $__________ for each developer case. RCS will facilitate and refer the Client to RCS's network attorneys. RCS will pay the attorney payment which is intended to compensate the attorney for working on the Client's case(s) and ensure that the attorney's relationship with the Client is ethical and conforms to applicable state law.
2. The Clients agree to pay a thirty-three percent (33%) contingency fee to the attorney, in the event of a refund of money from the Property Developer. (If Applicable)

3.2 Confidentiality. The nature of this Agreement will involve the exchange of Confidential Information between the Parties. During the Term of this Agreement, the Parties agree to the following:

1. Neither Party may use or disclose any Confidential Information, except to RCS office support staff, or as is reasonably necessary to further the purpose of this Agreement.

Client Initial(s) Initials

2. Client(s) may not disclose ANY information surrounding their case with the developer online, on any social media account, or in an online review of RCS, as it may impede the ability of RCS and/or the attorney to Cancel the Timeshare

Client Initial(s) Initials

3. Client(s) will submit all required documents required by RCS's administration. Client has up to thirty (30) days to provide, the complete Client Questionnaire, Notarized Limited Power of Attorney, copy of a recent maintenance bill, copy of the first pages of the timeshare agreement.

Client Initial(s) Initials

4. Client(s) agree to maintain communication with RCS throughout the cancellation process. Client also agrees to maintain communication and complete all forms, and instructions by RCS employees, team members, network associates, and contractors for the purpose of maintain a swift cancellation.

Client Initial(s) Initials

5. Client must forward all correspondence from the Timeshare Developer, and Affiliated Organizations directly to RCS to ensure appropriate responses, and a timely cancellation is conducted within legal guidelines. Delays in forwarding any correspondence such as responses from the Timeshare Developer, Timeshare Collection Agencies, Timeshare Financial Firms, Timeshare Attorney's, and Consumer Reporting Agencies could jeopardize the efficiency of the Clients cancellation. Any of the previous correspondence forwarded to RCS outside of thirty (30) days, RCS at its discretion, reserves the right to cease service after assessing the Clients case. After the assessment has determined the case having to restart or be reassigned, RCS reserves the right to invoice the Client for redundant communication and case building.

Client Initial(s) Initials

3.3 Ethics. RCS will not request, expect, direct, suggest, or encourage the Clients to engage in any unethical, deceptive, or misleading conduct. In the event the Clients sign a Client Engagement Letter, the attorney will not request, expect, direct, suggest, or encourage the Clients to engage in any unethical, deceptive, or misleading conduct.

3.4 RCS is not a law firm. RCS is not a law firm and cannot offer the legal advice to the Clients. Further, RCS cannot draft or prepare legal documents for the Clients or legally represent the Clients in court. RCS works with licensed attorneys and if necessary, will refer the Clients to an attorney who will work on the Client's behalf to facilitate Cancellation of the Client's Timeshare.

3.5 Affidavit. The attorney may require the Client to sign and notarize an affidavit, which is a short-sworn statement containing relevant facts surrounding Client's case.

3.6 Property Developer Cancellation Fee. The Clients are responsible for payment of any Cancellation fee charged by the Property Developer This fee is typically charged to Clients with overdue maintenance fees and may cost approximately one year of maintenance.

Section 4: Enforceability

4.1 Breach. In the event the Client breaches the terms of this Agreement, RCS may unilaterally terminate this Agreement, without any further obligation to the Client or RCS. Furthermore, in the event of a breach of Client terms in this Agreement, Client forfeits all rights relating to a refund of the Fee Client paid to RCS. Client is in breach of this Agreement if the Client fails to meet any Client obligation as outlined in this Agreement to include, but not limited to, the following occurring during the Term of this Agreement:

1. Client uses or books a week at their Timeshare.
2. Client uses or books a week using any travel or vacation club points.
3. Client is contacted for information by RCS and fails to respond to a request for information within thirty (30) days.
4. Client becomes delinquent in the Client's payment of the Fee or the Processing Payment to RCS by more than thirty (30) days, unless otherwise agreed upon by the Parties in writing. (See Amendments or Modifications, Section 4.7)
5. Client hires another company to work on the Client's case; or
6. Client breaches the confidentiality provisions set forth in Section 3.2.

4.2 Term. This Agreement commences upon the Effective Date (See Section 1.1) and upon execution by both Parties, and concludes upon both:
(i) full payment of the Fee to RCS; and
(ii): A. The Cancellation of the Client's Timeshare; may include but is not limited to Re-Acceptance; Supply of Inventory; In Rem; Deed In Lieu; Foreclosure; Termination; Surrender and Release; Timeshare Release; Settlement and Release of Claims; Settlement Offer; Recapturing Inventory; Loss of Privilege; Quick Claim Deed; Voluntary Surrender and Mutual Release.
B. A written agreement by the Property Developer to Cancel or release the Client from the Client's Timeshare obligations.

4.3 Indemnification. Client agrees to indemnify and hold RCS, and its officers, agents, and employees harmless from and against all liability, claims, penalties, costs and attorney's fees arising from or relating to any breach of this Agreement.

4.4 Merger. This Agreement states the full agreement between the Parties and supersedes all prior negotiations and agreements both verbal and in writing.

4.5 Severability. If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force.

4.6 Choice of Law. Any dispute arising under this Agreement shall be determined in accordance with the law of the State of Florida. RCS will not engage in any conduct, in furtherance of the services provided to Cancel Client's Timeshare that violates state or federal law. Any action brought by either party against the other concerning this Agreement shall be brought only in the state courts or federal courts located in the state of Florida, County of Orange. The parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non convenience.

4.7 Amendments or Modifications. Any amendments or modifications to this Agreement must be signed in writing by both Parties.

Section 5: Representations and Precautions

5.1 Physical and Mental Health Complications. In the unfortunate event of the death, physical or mental incapacity of a Client during the Term of this Agreement, this Agreement shall remain enforceable with respect to any remaining Client(s) signing as a Party to this Agreement, regardless of the familial relationship of the remaining Client to the deceased Client. If a Client becomes mentally incapacitated, or dies, during the Term of this Agreement, and no remaining Client exists, this Agreement is enforceable upon the estate of the deceased Client and binds their heirs to the terms and conditions of this Agreement.

5.2 Divorce. In the case of a divorce filing between Client spouses, both spouses being Parties to this Agreement, this Agreement remains enforceable with respect to both Parties, regardless of the date or circumstances surrounding the divorce.

5.3 Alternative Dispute Resolution. Any dispute or claim between the Parties that cannot be otherwise resolved will be submitted for resolution through binding arbitration under the control of the American Arbitration Association, and through no other entity.

5.4 Complete Agreement. This Agreement contains the entire agreement between the Parties and supersedes any prior agreement. This Agreement cannot be assigned or transferred. No change or modification of this Agreement will be valid unless in writing and signed by the Parties.

5.5 Force Majeure Event. In case of any event (including but not limited to: war, military action, terrorism, or acts of God) foreseen or unforeseen, that meets all of the following three tests, the nonperforming Party may terminate this Agreement.

1. The act or event prevents the nonperforming party from:
   a. Performing its obligations under this Agreement; or
   b. Satisfying any conditions to the obligations of the other Party under this Agreement.
2. The act or event is beyond the reasonable control of and not the fault of the nonperforming Party.
3. The nonperforming Party was unable to avoid or overcome the act or event by the exercise of due diligence.

5.6 Representations. Clients acknowledge the following representations:

1. Clients have the right, power, authority, and mental capacity to enter into this Agreement.
2. Clients have read and understand this entire Agreement.
3. All information and materials provided to RCS are true and accurate, and to the best of Client's knowledge, and does not contain false or misleading information.
4. Client has had the opportunity to hire independent counsel to review this Agreement.
5. Client understands that Client will be receiving a Client Engagement Letter from an attorney that will require the Client to sign.
6. This Agreement does not create an agency or partnership between the Parties.
7. Client understands that any breach of this Agreement described in Section 4.1 gives RCS the right to unilaterally terminate this Agreement without any further obligation to the Client.
8. RCS does not guarantee that the Property Developer will refund Clients any money.
9. Starting the Cancellation process may Cancel any existing and/or future reservations by the Clients with the Property Developer.
10. In the event the Property Developer issues the Client a Form 1099, Clients should consult a tax professional.

Section 6. Lifetime Protection Warranty:

6.1 "Lifetime" is the duration of the Clients life until death or death certificate is provided.
6.2 "Protection" is the disputing of timeshare accounts from credit reports, defense against collection agencies, account disputing of timeshare internal finance groups, and account closure of debt buyers.
6.2 "Warranty" is the assurance RCS is reasonably executing the "Lifetime Protection" for the Clients in relation to the Timeshare listed on this Agreement. RCS ensures the service provided serves as a permanent solution and not a temporary release from the Timeshare.
6.3 Clients must notify RCS of any claims, reports, negative marks on credit, filings against the Client from the Timeshare Company. Client will be required to update all account information, not limited to credit reports, charges from Timeshare Company, address, phone number, and any other pertinent information which may be used to defend the Client.
6.4 If Client agrees to "Lifetime Protection Warranty" RCS is released from the 18 month no resolution section 2.4 of the Agreement. (See section 2.4)

PLEASE SELECT ONE:

Option A) Money Back Guarantee:

(Refunds may be issued if RCS breaches the agreement, or is unable to complete the cancellation of my/ our contract, all monies paid for these services will be refunded within 10 business days.

Option B) Lifetime Protection Warranty

Select an Option

☐ Money Back Guarantee

☐ Lifetime Protection Warranty

Client Initial(s) Initials

Owner's Right Of Cancellation

Owner has the right to cancel this contract for any reason within 7 days after the date owner signs this contract. If owner decides to cancel this contract, Owner must notify RCS in writing of owner's intent to cancel. Owner's notice of cancellation shall be effective upon the date sent and shall be sent to 7200 Lake Ellenor Dr, Suite 245, Orlando, FL 32809 or to info@resortcs.com Owner's refund will be made within 20 days after receipt of cancellation notice or within 5 days after receipt of funds from owner's cleared check, whichever is later.

Payment Agreement Form

I hereby authorize Resort Cancellation Services, herein after called the Company, to perform a transaction(s) according to the Payment Schedule listed below as identified by the information that I have given to my financial counselor.

This authorization is to remain in full force and effect until all amounts payable to Resort Cancellation Services, are paid in full or until I (We) revoke the Agreement as hereinafter provided. Any revocation shall not be effective until Resort Cancellation Services has received written notification from me (us) of my (our) desire to terminate this Agreement in such time and in such manner as to give Resort Cancellation Services reasonable opportunity to act on it.

I (we) understand that I (we) will be notified of any payment changes to my account. Furthermore, if payments are not made by the scheduled due date, all services by Resort Cancellation Services will stop immediately and all monies paid will be non-refundable.

PAYMENT SCHEDULE AGREEMENT

Client agrees to allow RCS to perform the following transaction on my account listed below for the amount indicated on the scheduled date listed below.

Account Information

Account Type: ________
Account#: ____________
Payment Date: ________

All payments are approved by the client listed below and agreed to be charged in accordance with the schedule above per terms and conditions. For any payments scheduled to be processed on weekends, or the day for any holiday or special office closures the payment will be processed on the previous business day. Should a client need to adjust their payment schedule they must contact customer support 3 business days prior to the original processing date.

x Sign Here

Signature Certificate

Document name: RCS Contract

Unique Document ID: 5FAD1F482E59334744A5E93B8F2AF13828E6A61D

Build. Track. Sign Contracts.

Timestamp	Audit
October 15, 2021 11:57 pm EDT	RCS Contract Uploaded by Resort Cancellation Services -