

Banff Rocky Mountain Resort

**RESALE
INFORMATION
GUIDE**

In response to your request for resale and rental information, we have compiled a list of some of the companies that are available to handle these situations. **It is important that our owners understand that in no way is there any affiliation between your Resort Program and the companies mentioned.** When dealing with the various companies that offer these particular services, we recommend that you take the time required to investigate the company prior to placing your unit or club membership with them. Some things to be wary of are:

High Up-front Fees:

It has been the case that some rental and resale companies require up-front deposits. If this is requested of you, it is important that you receive written confirmation of the request and detailed information regarding what they are able to do for you.

- How do they market listings?
- Will they undertake the necessary paperwork involved in completing a sale?
- How are the sale proceeds disbursed and what commissions are involved?
- Etc....

Company History:

- How long has the company been in business?
- Is there any promotional material available?
- Are they members of any business or related industry associations?
- Check their status with the BBB

Do not give out too much personal information about yourself or your program.

Be wary of companies 'claiming' that for a fee they will cancel your program/account.

As a courtesy to our owners and members, we provide the following list of known resale/rental companies, but in no way do we guarantee any success or accept any responsibility for their business practices. **Be sure to take the time to investigate the different policies, including any upfront fees and commissions, of the following companies.** If you have access to the Internet you may also search the key words Timeshare Sales for additional companies and information.

www.tug2.net

Ebay Websites

www.redweek.com

Newspapers, classifieds

www.myresortnetwork.com

Kijiji Websites

www.sellmytimesharenow.com

First ChoiceRealty

c/o Eric Redeker, Timeshare Resale Specialist
3-1005 7th Ave (P.O. Box 156)
Invermere, BC V0A 1K0
Phone: 250-342-4040 Fax: 1-877-250-5138
E-mail: sold@IworkforU.com
Websites: www.TimeshareCanada.com

Timeshares in Canada

F.G. (Gord) Schaeffer Mgr.
#106 – 2900 Abbott Street
Kelowna, BC V1Y 1G6
Phone: 250-862-2223 Fax: 250-862-2666
E-mail: timesharesincanada@shaw.ca
Website: www.timesharesincanada.com

There are many different ways of selling your vacation package. Here are a few ideas to help you.

PRIVATE SALE

We have noticed that the greatest resale success comes from private advertising. This can be done in many ways, but here are the two most popular.

1. "Word of Mouth" can be very useful, for example, via friends, family and co-workers. Just by talking enthusiastically you may find someone who would be interested in taking it over. Telling of treasured holiday memories can inspire. A visit to your home resort may give you that very inspiration.
2. Many people choose to advertise in major newspapers, bargain finders and billboards. In the classified section there is usually a column called "Resort Properties" or "Vacation Destinations" where you can place your ad.
3. Utilize the "World-Wide-Web". Some people will also find various websites that they may post their program for sale.

People have been very creative in how they advertise. In the past, they have not only given exciting descriptions of their package but have also offered incentives. Incentives could be giving the prospective buyer the prepaid week at the resort at no charge or for a minimal rate to cover maintenance fees, or including any week(s) that may have been banked with an exchange company.

To help you in writing your advertisement, we have included some samples of how other owners have shown their packages off to their best advantage.

Banff Rocky Mountain Resort

- Beautiful 2 bedroom summer timeshare. Sleeps 6 people. Pool, hot tub, tennis and many other exciting indoor facilities. Wonderful package – too many extras to list. Call for details: (403) 555-1234

Bear in mind that greater exposure through increased advertising can only speed your way towards your desired result.

RESALE COMPANIES

Another option would be to list your timeshare with a resale company and let them do the selling for you. On this note, we feel we must give you words of warning – There are numerous companies who will list your package. Many of them will charge an upfront fee (usually between \$350.00 and \$500.00US). We ask that you *be cautious* when dealing with these companies, and we recommend trying to find a company which does not have high up front fees.

For some excellent advice regarding choosing a resale company, we highly recommend the following website: www.arda.org and search for Resales.

The following steps are required in completing the transfer documents.

- 1). The Maintenance/Use Fees and/or Assessments must be current and up to date before the transfer of ownership can be completed.
- 2). Either the Transfer form attached OR the Transfer Form on the back-side of the Original Certificate of ownership is to be completed by both the Transferor/Seller (Old owner) and the Transferee/Buyer (new owner). It must be filled in, signed, witnessed and sent to our office with any appropriate documentation listed below.
- 3). A Witness needs to be present for both parties when documents are being signed and filled out. The Witness can be a personal friend, Doctor, etc. Someone who has known the Transferor / Transferee for at least ten years or more or you may have a Notary or a Lawyer witness signatures. The Witness must Sign and Date the Transfer Form.
- 4). The new owner is to complete the:
 - a) "Transfer of Ownership – The New Buyer (s) information" form.
 - b) the "Acknowledgement of Transfer" Form

These forms must be returned with the Transfer Form to our Corporate office.

- 5). A mandatory **\$175.00CDN + 5% GST** (total: \$183.75 CDN) Transfer fee is required. We accept payment by credit card, Visa, MasterCard, Amex, or payment by Cheque or Money Order. If you are sending a Cheque/Money order, please make payable to **Banff Rocky Mountain Resort**. **In the case of Death, no transfer fee is required however; a copy of the Death Certificate is necessary.**
- 6) We require a **clear photocopy of the Driver's License for all of the Transferee/Buyer** (new owner). Transfer cannot be in the name of a Corporation.
- 7). In the case of a legal Separation or Divorce, a copy of the Divorce settlement is required. **(Only the section that pertains to the Vacation Ownership and whom the new possessor is).** If for any reason, there is **No** settlement agreement, a hand written letter can be drafted and signed by both parties and notarized by a Notary. **In the case of legal Separation or Divorce there is no transfer fee required if the contract remains in one of the original names.**

- 8). All original documents must be returned to the attention of
Banff Rocky Mountain Customer Service
Attn : Marla Lawlor
PO Box 1070
Banff, AB T1L 1H8
Canada

SUMMARY - TRANSFER CHECK-LIST

The following is a summary of the documents that need to be sent:

- Transfer Form
- Transfer of Ownership – The New Buyer form
- Acknowledgement of Transfer form
- Clear photo copy of the Buyer's Driver's License
- Transfer Fee of \$183.75 payable to Banff Rocky Mountain Resort
- Copy of the Death Certificate, *if applicable*
- Copy of the Divorce/Separation Agreement, *if applicable*

TRANSFER

Acct. _____

I/We _____ for good and valuable consideration received by us from _____ **Seller(s)** do hereby transfer to the said _____ **Buyer(s)** license standing in our name in the register of _____ **Buyer(s)** **BANFF ROCKY MOUNTAIN RESORT** to hold unto the said _____ **Resort** his executors, _____ **Buyer(s)** administrators and assigns, subject to the several conditions on which we held the same at the time of execution hereof; and we, The said _____ **Seller(s)** do hereby consent that our name remain on the register of the said Company until such time as the said Company may enter the transferee's name thereon; and we, the said _____ **Buyer(s)** do hereby agree to take the said Certificate subject to the same conditions.

As witness our hand

Signed by the said on the _____
Day of _____ 20 _____

Seller

Seller

In the presence of: _____
Witness

Signed by the said on the _____
Day of _____ 20 _____

Buyer

Buyer

In the presence of _____
Witness

Company Record

Presented to me for transfer this _____ Day of _____ 20 _____

Secretary

Transfer approved this _____ Day _____ of 20 _____

Secretary

Transfer of Ownership - The New Buyer(s) information.

Please complete in detail, all information required for future correspondence. Print Clearly.

** Membership cannot be in the name of a Corporation.

Name: _____
Surname Given name

Name: _____
Surname Given name

Mailing Address

Apt. # / House # / Street: _____

City: _____ Province / State: _____

Postal / Zip Code: _____ Country: _____

Home Phone: (_____) _____ Email Address: _____
Area Code

Business Phone: (_____) _____ for _____
Area Code (Name)

Business Phone: (_____) _____ for _____
Area Code (Name)

The Assignee(s)/Buyer covenant and agree to abide by all the terms and conditions of the Prepaid Vacation Agreement / Articles of the Banff Rocky Mountain Resort.

Please read and sign the Acknowledgment of Transfer Form.

Banff Rocky Mountain Resort

PO Box 1070
Banff, Alberta, Canada T1L 1H8

Telephone: 403-259-9862 or 1-877-663-6332
Facsimile: 403-252-0076 or 1-877-826-1801

ACKNOWLEDGEMENT OF TRANSFER

Date: _____

Seller(s): _____

Buyer(s)/Vacationer(s): _____

Resort Name: BANFF ROCKY MOUNTAIN RESORT

Vacation Unit Size: _____ Vacation Interval Number : _____

I/we, the undersigned, hereby acknowledge that we have read and understand this document.

NOTICE TO VACATIONER(S)

By signing below, Vacationer(s) acknowledges that he/she has read, received and fully understands such provisions contained in the Prepaid Vacation Agreement and agree to be bound by the terms of this document.

Agreement made this day by the undersigned vacationer(s) and BRMR (Banff Rocky Mountain Resort).

This Agreement may not be changed orally, but only by agreement in writing signed by each party to this Agreement.

Witness Signature

Buyer/Vacationer Signature

Witness Name Printed

Buyer/Vacationer Signature

We would like to minimize the possibility that either an unauthorized representative or a misunderstanding of the facts could have occurred during the transfer which could have influenced your decision to purchase. For that reason, we have prepared this statement of facts so that you will have a clear understanding of your purchase rights and privileges.

1. I acknowledge that I am of legal age and have the economic ability to become a Vacationer(s) of the unit(s) indicated above.
2. I have not been promised or told that I may choose at anytime to withdraw from my financial obligation with regard to paying for my unit(s).
3. I understand that I am acquiring a particular week/season at my resort and know which week/season I own.
4. I understand that my Interval Time contains specific occupancy time and additional time is subject to availability.
5. I understand that I may not have more persons occupying my unit(s) than the occupancy rating, and that the rating for my unit(s) is (a) 4 people, including babies and children for a 1-bedroom unit or, (b) 6 people, including babies and children for a 2-bedroom unit.
6. I understand that I am acquiring a unit or units for my own personal use and not for an investment.
7. I understand that although I may rent or sell my time in the resort, the Resort/Owner/Management is not obligated to rent or sell my time on my behalf nor obligated to buy it back.
8. I understand that I can rent my unit(s) at any time to whomever I choose, but that I am responsible for any damages that may occur while my unit(s) is occupied by a renter.
9. I understand that there is an Annual Use Fee/Maintenance Fee due, per Vacation Interval/Unit.
10. I understand that should the Notice of Annual Use Fees/Maintenance Fees not be paid by the due date, that a late charge of 10% of the amount past due or two (2%) per month (being 26.824% per year) of the amount past due, whichever is greater, shall be applied to my account. Payments after, would be applied first to any outstanding late charge then to the principal amount of the Annual Use Fee/Maintenance Fee.
11. I understand that my week(s) may not be used by anyone other than the Vacationer(s) listed on the Transfer unless written authorization is addressed to the customer service office.
12. If my week(s) is/are space-banked with any Exchange Company or any other company, I may not otherwise rent or sell or bank my week(s) under any circumstances.
13. I understand that by working with any Exchange Company or any other company, they have their own policies and fees may be required and would be separate from the Banff Rocky Mountain Resort Annual Use Fee/Maintenance Fee.
14. I understand that I am allowed to currently bring a small pet to the resort, for an additional daily/weekly fee and that I must advise customer service in advance. Pets are not allowed in any common area at any time. Pet policy is subject to change.
15. I understand the Head Lease expires on June 30, 2025 and at which time BRMR may request a new Head Lease if directed to do so by a majority vote of all Vacationers. In the case where a new Head Lease is not granted under the same or similar terms, the Vacation Agreement will cease June 30, 2025. If a new Head Lease is received under the same or similar terms, the Vacation Agreement will cease at the earlier date of June 30th 2045 or the end of the term of the new Head Lease.
16. I understand that by signing this acknowledgement that I am further bound by the Articles of the unit(s) I have purchased.