



A PROFESSIONAL LICENSED REAL ESTATE BROKERAGE

10351 Saddlebow Lane Sarasota Florida 34241  
International: 941-922-3808 fax 1-941-927-3877

EMAIL: [TIMESHARES@AOL.COM](mailto:TIMESHARES@AOL.COM)

### Instructions for Listing Agreement

1. Fill out all areas to the best of your ability.
2. Information **must** be accurate as this information will be passed on to the prospective purchaser.  
**Seller is responsible for inaccuracies and/or omissions.**
3. Sign the listing agreement and the "Important Notice" where indicated and fax back to 941-927-3877 or return by mail.
4. Send *any* information you can supply to help in the sale of your time share.
5. IMPORTANT: You must notify us if you space bank, rent, or in any way make your timeshare not usable for the next available usage. If we do not hear from you we will assume all information on the listing agreement is accurate and the week is available for usage.

### WHAT WE DO TO GET YOUR TIME SHARE SOLD!

1. Your listing will be posted on all of our web sites at [www.TimesharesToGo.com](http://www.TimesharesToGo.com), [www.IslandTimeShare.com](http://www.IslandTimeShare.com) and [www.MyTimeShare.com](http://www.MyTimeShare.com) You will have three pictures and a complete description of the resort. The listing will appear with pricing and any "bonus" extras you choose to throw in.
2. We have some of the most popular internet web sites for time shares. We make sure our web site is seen by anyone looking for a time share on the web. We also multiple list with other brokers who meet our standards of ethics.
3. Most sales come with our exclusive one-year Satisfaction Guarantee. This guarantee gives the buyer the extra "comfort zone" they need to do business. (98% of resale buyers do not see the resort they are buying until sometime much later) This guarantee is of no cost to you and does not obligate you in any fashion. It helps get *your* time share sold. From time to time we also have special promotions we offer buyers as an incentive to do business with us. This again is of no obligation or cost to you.



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TIMESHARE LISTING AGREEMENT

GENERAL CONDITIONS:

- 1. This agreement is non-exclusive; you may use other brokers or agencies without cost or obligation to Island Consulting.
2. It is the owners' responsibility to contact Island Consulting, Inc. in writing if the property is no longer available for sale.
3. All proceeds from the sale will be disbursed in a timely manner upon closing by the title company handling the closing.
4. Owner shall indemnify and hold Island Consulting, Inc., its officers and employees harmless against and from any misrepresentations or omissions made herein by owner or failure of owner to perform hereunder.
5. This agreement shall be in effect for eighteen (18) months from the date of signing. It may be cancelled without cost or obligation by either party with three days written notice.
6. The commission rate is a flat fee of \$1500. For properties worth less than \$1500, we'll "get rid of it for you" and our commission is whatever the property brings on the market, up to the \$1500 regular commission.
7. Once you sign your listing agreement: DO NOT BANK ANY MORE WEEKS. Only if your week is within 30 days of starting should you bank your week so that you don't lose it.

\*\*\*\*\*PLEASE PRINT\*\*\*\*\*

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OWNER: \_\_\_\_\_ CO-OWNER: \_\_\_\_\_

PHONE: HOME (\_\_\_\_) \_\_\_\_\_ BUSINESS: (\_\_\_\_) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ Cell #: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

IMPORTANT: PLEASE FURNISH AND SEND ANY MATERIAL THAT WILL BE HELPFUL IN THE SALE OF YOUR TIMESHARE (BROCHURES, FLOOR PLANS, ETC.)

**TIMESHARE LISTING AGREEMENT----PAGE 2 OF 2**

**1. RESORT INFORMATION (Please fill in all data required)**

Resort Name: \_\_\_\_\_

Resort Address: \_\_\_\_\_ City: \_\_\_\_\_ State or Country: \_\_\_\_\_ Zip: \_\_\_\_\_

Pick ONE: A) I own a fixed week (Unit: \_\_\_\_\_ on the \_\_\_\_\_ floor, for week # \_\_\_\_\_) OR

B) I own a floating week at my resort (Unit: \_\_\_\_\_ week # \_\_\_\_\_) and the week numbers I can use it at my resort are:

Weeks: \_\_\_\_\_ I CAN NOT use it at my resort during these times: Weeks: \_\_\_\_\_

Every Year Ownership? Yes \_\_\_\_\_ Odd Years only \_\_\_\_\_ Even Years only \_\_\_\_\_

Day of the week your timeshare starts (Friday, Saturday, etc.): \_\_\_\_\_

Exchange Affiliations (Circle One): RCI Red RCI White RCI Blue II Red II Yellow II Green

Is your week available for usage at your resort this year? \_\_\_\_\_ If not, what year is the week available for usage? \_\_\_\_\_

**2. UNIT INFORMATION**

Unit Size (CIRCLE ONE): Efficiency Studio 1 B/R. 2 B/R. 3 B/R. 4 B/R # of Baths: \_\_\_\_\_

Sleeping Capacity: \_\_\_\_\_ Lockout feature? \_\_\_\_\_ What is the view from your unit? \_\_\_\_\_

My maintenance fee is \$ \_\_\_\_\_ plus I pay \$ \_\_\_\_\_ for \_\_\_\_\_ (real estate taxes, reserves, etc.) If you have paid your maintenance fee and we sell your time share for the current year's usage, we will collect the maintenance fee from the buyer to reimburse you.

Any special assessments coming up for this property that you are aware of? \_\_\_\_\_ Amount: \$ \_\_\_\_\_

>>Material information (disclosures) the Purchaser needs to know: \_\_\_\_\_

Unit Amenities: \_\_\_\_\_

Special features about your resort: \_\_\_\_\_

**3. LISTING PRICE INFORMATION**

Asking Sales Price For Each Time Share You Are Selling : \$ \_\_\_\_\_ (See "What's my time share worth?" on the next page)

The commission is a flat fee of \$1500. All Liens, Mortgages, Maintenance Fees, Special Assessments and Sales Commissions Shall Be Subtracted From Sales Price. NOTE that if your timeshare is worth less than \$1500, our commission is 100% of the selling price. In other words, we get rid of it for you.

I want to make my offering more attractive. I will also include: \_\_\_\_\_

(Suggestions: Banked weeks, RCI or II Membership transfer, this year's maintenance fee, bonus to sales agent, etc.)

**4. OWNERSHIP INFORMATION**

Type of Ownership: Deed \_\_\_\_\_ ; Right-to-Use with \_\_\_\_\_ Years Left;

Points per year (only if you are in a points program) \_\_\_\_\_ Anniversary date of points (when you get your new allotment of points each year) : \_\_\_\_\_

Do you currently owe anything to the resort or is the property financed? Yes, I owe: \$ \_\_\_\_\_ No, nothing owed \_\_\_\_\_

I have read and I understand both Page 1 and Page 2 of this listing agreement and the attached instructions. I/We represent that we have the right to sell the above described property. I/We wish Island Consulting to list for sale the above property and I understand that a commission is earned the moment they bring me a ready, willing and able buyer at my asking price. This agreement is governed by Florida law. Venue for any action involving this agreement shall be in the court of competent jurisdiction for Sarasota County, Florida.

**THERE IS NO GUARANTEE THAT YOUR TIMESHARE CAN BE SOLD AT ANY PARTICULAR PRICE OR WITHIN ANY PARTICULAR TIME PERIOD.**

OWNERS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CO-OWNERS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Accepted by: \_\_\_\_\_ For Island Consulting Realty DATE: \_\_\_\_\_

## Whom Do You Trust??

In the world of time share resales, there are the “good” guys and the “bad” guys. Unfortunately, the odds are stacked against you. With 23 years experience, we at Island Consulting Realty have seen just about every scheme and scam imaginable. So in deciding whom you should do business with, here are some tips on what to look for, and what to look *out* for:

1. First, NEVER, EVER, under any circumstances pay money upfront to get your time share sold. If you haven't figured it out yet, these are sucker bets. They'll hit you for hundreds of dollars for nothing more than an advertisement. They'll promise you giant sums of money for your time share. They'll promise you a sale so fast you'll be cashing the check before the week is out! BUT FIRST! They need your credit card number for a tiny little “advertising” fee (or “appraisal” fee or any of a number of different excuses). Don't be fooled, don't be conned, and don't be scammed. Would you give a real estate agent money *before* they sell your house? Why do you think this is any different? Pay for results only. They sell the property, they get paid. No excuses, no exceptions. Not exaggerating at all, we get easily 15 calls a day from folks who were scammed once, twice and sometimes even three times before they figured out it was all a con. They still own their time share, and someone else has their money. Sad, but true; there are many companies out there who are in business for nothing more than collecting upfront fees. One red flag is that they call you, not you calling them. These are usually boiler rooms set up with hundreds of phone lines designed to bring in as many suckers as possible. Don't be one of them.
2. Know who can legally sell your time share for you, and who can't. By LAW, the only company who you can hire to sell your time share for you must be a licensed real estate brokerage. Every state in the U.S. now considers time shares to be a real estate transaction. This is true whether your time share is deeded or not, and whether your time share is in the U.S. or not. If the company you hire is not a licensed Real Estate Brokerage, they're nothing more than an advertising agency. They can put an ad on the internet, among thousands of others, and wish you luck. These companies will usually cross the line and promise you great things, all for just a small “advertising” fee of a few hundred dollars. But they deliver nothing. If a buyer calls them, they legally cannot answer questions about the time share on your behalf (that becomes an agency relationship and requires a real estate license and agreement between agent and seller). They cannot collect a deposit on your behalf (that constitutes having an escrow account which is governed by law. Only a licensed Real Estate Brokerage, title agency or title attorney can provide escrow services). They cannot write a contract on your behalf. In other words, all they can do is give the caller your phone number! And for this you paid an upfront fee!
3. Become a buyer for a day! Not really, but pretend. Before you hire a company, give them a test run. Call their office and ask for information about a listing on their web site (pretending to be a buyer, not a seller). Or, ask for help in picking out the right one. Or simply email them about one of their listings. Put some questions together and see how they reply. This is how the buyer of your time share is going to be treated when they call in or email. Is the company working on your behalf? Are they responding quickly to calls or emails? If not, why are you even considering them?

## What's My Time Share Worth??

Know your market and your competition. Having a price that is hundreds or thousands of dollars higher than comparable listings only makes the other listings look better! Look at our web site at [www.TimesharesToGo.com](http://www.TimesharesToGo.com) to see other listings. If you bought your time share direct from the resort, you're going to lose money on a resale, period. And it's going to be a sizable loss. A 50-60% loss is not at all unusual. If anyone tells you different, they're probably asking for hundreds of dollars in “up-front” fees. A buyer will spend hours on the internet shopping and comparing. They will buy the least expensive comparable property they can find, just like you would. There are hundreds of thousands of time shares for sale. Price yours properly and it will sell. Price it too high and you're going to own it until the Earth cools. (We know we didn't just make your day for you with the above info, but we're here to get your time share sold for you and we're going to give it to you straight).

**IMPORTANT NOTICE**

**FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO ALL POTENTIAL SELLERS AND BUYERS OF REAL ESTATE.**

**You should not assume that any real estate broker or salesperson represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you make a decision on representation.**

**TRANSACTION BROKER NOTICE**

**FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS TRANSACTION BROKERS DISCLOSE TO BUYERS AND SELLERS THEIR ROLE AND DUTIES IN PROVIDING A LIMITED FORM OF REPRESENTATION.**

**As a transaction broker, Island Consulting Realty provides you a limited form or representation that includes the following duties:**

1. Dealing honestly and fairly
2. Accounting for all funds
3. Using skill, care and diligence in the transaction
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

\_\_\_\_\_  
Signature                      DATE

\_\_\_\_\_  
Signature                      DATE

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name