



SmartShare.com, Inc.
515 - 116th Ave NE, Suite #105
Bellevue, WA 98004
Toll Free: (800) 338.2900 | Fax: (425) 283.5572
email: brokers@smartshare.com

Timeshare Listing Instructions

Thank you for your interest in listing your timeshare for sale with Smartshare.com.

Please complete the 2 following documents:

1. Listing Agreement
2. Resort Ownership Information Release

These documents are not required, but it really helps us if you have them available.

- Copy of original deed, membership certificate, share hold certificate, or other proof of ownership
- Copy of most recent maintenance fee bill
- If you are a points owner and you have access to your account online, please login and print your account summary. This helps significantly to reduce account verification time.

After you have completed the documents and gathered the other necessary information, please return to us in one of the following ways:

- Scan and email to brokers@smartshare.com – our preferred method!
- Fax to (425) 283-5572
- Mail to:
SmartShare.com, Inc.
515 116th Ave NE
Suite #105
Bellevue, WA 98004

Please feel free to contact us with any questions you may have at any time. We look forward to working with you. Thanks again for choosing SmartShare.com to list your vacation ownership.

SmartShare.com - Listing Hotline (888) 217-2905



SmartShare.com, Inc.
 515 - 116th Ave NE, Suite #105
 Bellevue, WA 98004
 Toll Free: (800) 338.2900 | Fax: (425) 283.5572
 email: brokers@smartshare.com

LISTING AGREEMENT

NON- EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL INTERVAL OWNERSHIP (TIMESHARE) RESALE

This agreement, made this ____ day of _____, 20__ by and between SmartShare.com, Inc., hereinafter referred to as "Resale Broker" and:

Last Name (1): _____ First Name (1): _____

Last Name (2): _____ First Name (2): _____

Email (1): _____ Email (2): _____

Street: _____

City: _____ State: _____ Zip: _____

Home phone: _____ Cell: _____

Other: _____ Fax: _____

RECITALS

1. **NON-EXCLUSIVE RIGHT TO SELL AND/OR RENT:** SELLER/RENTER as indicated by completed Listing information (hereinafter called "**SELLER**") hereby employs and grants **SMARTSHARE.COM, Inc.** (hereinafter called "**RESALE BROKER**"), the non-exclusive right, commencing on the above indicated date, to sell the following described timeshare unit week(s):

SmartShare Listing # _____ (If you do not have a SmartShare Listing number we will create one for you.)

Resort / Ownership Information:

Resort Name: _____ Resort Phone: _____

Resort Address: _____

Ownership / Membership number: _____

Listing Type(s): For Sale - Lowest Acceptable Price: \$ _____ For Rent: \$ _____

Donation – Seller proceeds to which Charity: _____

If selling, reason for selling? _____

Original Purchase Price: _____ Original Purchase Date: _____



SmartShare.com, Inc.
 515 - 116th Ave NE, Suite #105
 Bellevue, WA 98004
 Toll Free: (800) 338.2900 | Fax: (425) 283.5572
 email: brokers@smartshare.com

Ownership type: Deed | Leasehold | Membership | Right to Use | I don't know

Expiration Date: _____ Renewal Yes No Renewal Fee: _____

Unit Details: Unit # _____ Special Unit Name: _____

Bedrooms: _____ Bathrooms: _____ Sleeps: _____ Lockout? Yes | No

Use: Annual | Biennial Odd | Biennial Even | Triennial | Other: _____

Fixed Week # _____ Floating Season: _____ Weeks Included: _____

Points / Credits: Type: _____ Amount: _____ Anniversary: _____

Check-in day (check all that apply):

Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday

External Exchange Company:

RCI Weeks Resort Code: _____ Membership #: _____

RCI Points Resort Code: _____ Membership #: _____

Interval International Resort Code: _____ Membership #: _____

Other exchange company: _____

Ownership Fees:

Maintenance Fees are billed: Annually | Biennial (every other year) | Quarterly | Other: _____

Maintenance Fee Amount: \$ _____ Next Due Date: _____

Special Assessment Due? Amount: _____ Next Billed: _____

Are the Maintenance Fees current? Yes No. If not, what is the past due amount? _____

Is the ownership paid in full? Yes No. If not, what is the balance owing? _____

Monthly Payment amount: _____ Next Due date: _____

Management Company

Name: _____ Contact Name: _____

Phone: _____



SmartShare.com, Inc.
 515 - 116th Ave NE, Suite #105
 Bellevue, WA 98004
 Toll Free: (800) 338.2900 | Fax: (425) 283.5572
 email: brokers@smartshare.com

RECITALS (continued)

2. CURRENT STATUS OF FEES, EXPENSES AND TAXES: SELLER(S) does hereby state that there are no Liens or encumbrances against the unit. SELLER(S) does hereby certify and represent that SELLER(S) has legal authority and capacity to convey the property with all improvements. SELLER(S) warrants that SELLER(S) will provide RESALE BROKER with a copy of the recorded deed(s) and copy of original purchase agreement to the unit(s) listed above.

3. MAINTENANCE FEES: SELLER does hereby warrant that the maintenance fees for the current year have been paid, and that the maintenance fees will remain current during the term of this listing. SELLER'S failure to keep maintenance fees current during the term of this listing shall be cause for termination of this agreement. Such termination shall be at the sole discretion of the RESALE BROKER. **WHEN THIS LISTING AGREEMENT IS EXECUTED BY THE SELLER, SELLER DOES HEREBY WARRANT THAT THERE ARE NO PAST DUE OR UNPAID MAINTENANCE FEES AND/OR SPECIAL ASSESSMENT FEES OR JUDGMENT(S) AGAINST THE AFORESAID UNIT(S) AND/OR WEEK(S).**

4. DISCLOSURE (AGENCY): The SELLER does acknowledge that this unit/week will be offered for sale along with other properties, and in some circumstances, may compete with other properties and other resale units. This market exposure is deemed an overall benefit in the marketing effort, as prospective buyers are given options of units, prices, locations and residuals.

5. PRICE AND TERMS: The above indicated lowest price acceptable is being asked for this unit/week. The term for sale is cash. RESALE BROKER is authorized to obtain any information relating to SELLER'S participation in any exchange company, and to obtain any information concerning SELLER'S payment of maintenance assessments and taxes. It is understood that time is of the essence in these negotiations and acceptance or rejection of any offers being made are negotiated in very short time intervals.

6. COMPENSATION TO RESALE BROKER: SELLER agrees to compensate RESALE BROKER as follows. Sale of unit - To pay twenty percent (20%) of the selling price or \$2,000.00; whichever is greater. Rental of unit – To pay fifteen percent (20%) of rental price or \$350.00; whichever is greater. The commission is also due if within 365 calendar days after termination of this authority or any extension thereof, this unit/week is sold to anyone with whom the RESALE BROKER has had negotiations or contact prior to final termination of this listing.

7. FAILURE OF PERFORMANCE: If the transaction shall not close because of refusal or failure of BUYER TO PERFORM then, after payment of costs expended by RESALE BROKER, RESALE BROKER shall receive 50% of any deposits made by Buyer, and balance shall be paid to Seller. Said payment shall be made within ten (10) days of buyer(s) failure to perform.

8. ESCROW: Seller(s) hereby designate **SmartShare.com, Inc.** as Agent to accept purchaser(s) earnest money deposit and close the transaction in accordance with the purchase agreement.

9. ATTORNEY'S FEES/COSTS: The BUYER shall be responsible for payment of his attorney's fees, title insurance, escrow, closing fees, documentary stamps on the deed and recording fees for the deed.

10. BROKERS OBLIGATIONS: RESALE BROKER shall, to the best of their ability, find a BUYER ready, willing and able to purchase the timeshare unit.

11. NON-EXCLUSIVE CONTRACT: This Agreement does not grant an exclusive right to the RESALE BROKER. The SELLER may locate a purchaser during the term of the Agreement. Should the SELLER be successful in finding a BUYER, the SELLER would not be liable for a commission to the RESALE BROKER. Upon the sale of the unit described above by the RESALE BROKER, the RESALE BROKER will disburse the proceeds to the seller within ten (10) days of the closing.

12. ADJUDICATION: This Agreement shall be construed under the laws of the State of Washington. Any legal action arising out of this Agreement shall be adjudicated in King County, State of Washington.

13. ACCEPTANCE: SELLER does hereby warrant that SELLER is the owner(s) of the above-described property and has the authority to execute this agreement. SELLER does hereby warrant the accuracy of the information set forth herein and any exhibit or addenda attached hereto, and to indemnify and save harmless RESALE BROKER and those relying thereon for damages resulting from errors contained herein. SELLER does acknowledge that SELLER has read and understands this agreement.

THERE IS NO GUARANTEE THAT YOUR TIMESHARE PERIOD CAN BE SOLD OR RENTED AT ANY PARTICULAR PRICE OR WITHIN ANY PARTICULAR PERIOD OF TIME. THERE ARE NO OTHER AGREEMENTS, PROMISES OR UNDERSTANDINGS OTHER THAN SPECIFICALLY SET FORTH HEREIN. NO ALTERATIONS OR CHANGES CAN BE MADE TO THIS LISTING CONTRACT EXCEPT IN WRITING AND SIGNED BY ALL PARTIES. THIS IS A LEGAL BINDING CONTRACT ON ALL PARTIES HERETO, INCLUDING THEIR HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS. IF THIS LISTING CONTRACT IS NOT FULLY UNDERSTOOD, OWNER SHOULD SEEK COMPETENT LEGAL ADVICE. THE COMPENSATION SET FORTH HEREIN HAS BEEN NEGOTIATED BY AND BETWEEN OWNER AND RESALE BROKER AND HAS NOT BEEN ESTABLISHED BY ANY OTHER PERSONS OR ENTITIES NOT A PARTY TO THIS CONTRACT.

The parties hereby agree that any facsimile copy of this listing contract or any other document relating to the sale of seller's Timeshare Interval unit, shall be deemed an original as if an original document with an original signature(s) had been delivered to the parties to the transaction. Receipt of a true copy of this agreement is hereby acknowledged by seller(s).

Executed in City: _____ State: _____ and dated this _____ day of _____, 20____.

_____	_____	_____	_____
Signature (1)	Date	Signature (2)	Date
_____	_____	_____	_____
Listing Agent	Date	Broker	Date



SmartShare.com, Inc.
515 - 116th Ave NE, Suite #105
Bellevue, WA 98004
Toll Free: (800) 338.2900 | Fax: (425) 283.5572
email: brokers@smartshare.com

Official Timeshare Ownership Information Release

RE: Smartshare Listing # _____ Contract / Owner Account # _____

I / We, _____ hereby state that I / We are the legal owners of _____

at _____

I / We authorize the resort and management companies to cooperate with Smartshare.com, Inc. and its other affiliated agents, such as co-broker agencies, Title companies, etc. as necessary to verify all ownership information to accurately represent this vacation ownership program, complete the sale, and transfer of ownership to new owners.

Thank you in advance for your complete cooperation.

Legal Owner(s) Signature(s):

Owner 1 Printed name: _____

Signature (X) _____ Date: _____

Owner 2 Printed name: _____

Signature (X) _____ Date: _____