



# Professional Services Agreement

Date: \_\_\_\_\_

Source: \_\_\_\_\_

## Client Information

Client 1: \_\_\_\_\_

Client 1 Date of Birth: \_\_\_\_\_

Client 2: \_\_\_\_\_

Client 2 Date of Birth: \_\_\_\_\_

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

City: \_\_\_\_\_

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

Phone 1: \_\_\_\_\_

Phone 2: \_\_\_\_\_

Email 1: \_\_\_\_\_

Email 2: \_\_\_\_\_

Reason for Termination: \_\_\_\_\_  
\_\_\_\_\_

Do you have any trips planned, using your timeshare?

Yes     No

## Agreement Details

Service Fee: \_\_\_\_\_

Consultation Fee: \_\_\_\_\_

Processing Fee: \_\_\_\_\_

Total: \_\_\_\_\_

Deposit: \_\_\_\_\_

## Installment Plan

Balance: \_\_\_\_\_

Monthly: \_\_\_\_\_ Term: \_\_\_\_\_ Mo

First Installment: 15<sup>th</sup> of \_\_\_\_\_

Final Installment Date: \_\_\_\_\_

Credit Card     ACH

CC #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

CVV#: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_

Routing #: \_\_\_\_\_

Account #: \_\_\_\_\_

Use This Method for Recurring Installments

## Recurring Installment Method

CC #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

CVV# \_\_\_\_\_

Name on Card: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_

Routing #: \_\_\_\_\_

Account #: \_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Article I

## PROFESSIONAL SERVICES AGREEMENT

### I. Description of Services

Beginning on \_\_\_\_\_ (“Start of Services Date”), Timeshare Termination Team (aka TTT) will provide Client the following services (collectively, the "Services"):

**A)** Timeshare Termination Team provides consulting services to owners and non/owners, including but not limited to, owners and non/owners of vacation homes, timeshares, points programs, travel clubs and other eligible property types. Timeshare Termination Team provides an attorney-based timeshare cancellation and termination services for distressed timeshare owners. Timeshare Termination Team’s contracted attorneys will represent you throughout the entire cancellation or termination process. Our consultants are responsible for explaining Timeshare Termination Team Services and preparing the documentation needed to provide the following Service options:

\_\_\_\_ | \_\_\_\_ • Timeshare Termination Services (Typically 10-12 Months — Up to 24 Months for Completion)  
Timeshare Name/Account #: \_\_\_\_\_

Timeshare Name/Account #: \_\_\_\_\_

\_\_\_\_ | \_\_\_\_ • Timeshare Mortgage Cancellation Services (Typically 18 Months — Up to 24 Months for Completion)  
Timeshare Name/Account #: \_\_\_\_\_

Timeshare Name/Account #: \_\_\_\_\_

**Total Number of Timeshares:** \_\_\_\_\_

*Note: Please provide a written description of documents obtained from Client for each Service, attach all supporting documentation for Services to be provided in Exhibit B (ex., account number of said timeshare to be terminated, and/or timeshare mortgage to be cancelled, etc.), and have Client initial for each Service being provided.*

**B)** The Timeshare Termination Team consultants are not attorneys, and you understand that at no time will a TTT consultant provide any “legal advice” to Client. The TTT consultants are also not tax attorneys and at no time will provide any “tax advice” to Client. All legal questions must be submitted in writing to your acting TTT consultant and will then be forwarded to your assigned attorney contracted by TTT. Response time typically takes 24-72 hours. All deed transfers are processed through TTT contracted brokers that represent Clients of TTT.

**C)** Services Commitment and Guarantee: At Timeshare Termination Team, we are committed to protecting our customers, the company and our consultants. Please contact us immediately if you are not satisfied with Timeshare Termination Team or with your Timeshare Termination Team consultant. If you are not satisfied with Timeshare Termination Team’s Services (as stated in 1A above) or Timeshare Termination Team’s contracted Attorney, then Timeshare Termination Team will provide you with a full refund of our service fees for those unsatisfactory Services. Customer complaints and refund claims must be made in writing and sent to Timeshare Termination Team at the address listed in Section XIV of this Contract. All refund payments will be paid by TTT within 30 days of receipt of written refund claim or end of the service contract, whichever is sooner.

**D)** Confidentiality Agreement: Timeshare Termination Team and Client hereby enter into a mutual confidentiality agreement, not to disclose to any parties the existence of the other party, as it pertains to this termination action. All communications pertaining to this termination, involving your timeshare resort, are to be made through your assigned attorney. At no time are you, the Client, to disclose the engagement of TTT with your timeshare resort or give the resort the name Timeshare Termination Team through word or writing. If Client fails to uphold this

confidentiality agreement, the legal process will be stopped and the entire agreement becomes void and TTT will not refund any monies paid for services.

## II. Payment

Payment shall be made to Timeshare Termination Team. No payment should ever be made payable to directly to a Timeshare Termination Team consultant for any Services. You agree to pay Timeshare Termination Team as detailed in the "Professional Services Agreement" and verify that the listed information is accurate and true.

## III. Term

This Agreement will terminate automatically upon completion by Timeshare Termination Team of the Services required by this Agreement. However, the requirement of Client to make payments to Timeshare Termination Team pursuant to this Agreement shall survive the termination of this Agreement.

## IV. Default

The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due;
- b. The insolvency or bankruptcy of either party;
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency; and
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

## V. Default Interest

In the event of any default under this Agreement, whether or not Timeshare Termination Team has given any notice of default, all amounts outstanding under this Note shall thereafter bear interest at the rate of eighteen percent (18%) per annum, until all past due amounts are paid.

## VI. Remedies

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time-period shall result in the automatic termination of this Agreement. All amounts paid by Client to Timeshare Termination Team shall be deemed earned and non-refundable if Client defaults on this Agreement prior to the completion of the agreed to services.

## VII. Recovering Expenses

In any adversarial proceedings between the parties arising out of this Agreement, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs in those proceedings, including attorneys' fees and expenses.

## VIII. Governing Law and Jurisdiction

The Terms and Conditions and the transactions contemplated hereby shall be governed by and construed and interpreted in accordance with the laws of the State of Colorado. Any action brought to resolve or enforce a dispute related to this Agreement must be commenced and maintained in the State of Colorado in and for Arapahoe County. The parties irrevocably consent to jurisdiction and venue in such court for such purposes.

## IX. Warranty

Timeshare Termination Team shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in Timeshare Termination Team's community and region.

## X. Construction and Interpretation

The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

## XI. Severability

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

## XII. Entire Agreement

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

## XIII. Amendment

Agreement may only be modified or amended in writing by all parties to this Agreement.

## XIV. Notice

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by the United States Postal Service, for the Client, to Timeshare Termination Team at 12835 E Arapahoe Rd, Tower II Suite 200, Centennial, CO 80112 or to such other address as one party may have furnished to the other in writing.

## XV. Right of Rescission

You, the Client, have a legal right to terminate this transaction, without cost, at any time prior to midnight within three (3) business days after the date of this transaction. Attached to this Agreement is the Notice of Termination form (attached hereto as Exhibit A) explaining this right in detail.

## XVI. Resort Fees (Mortgages)

Timeshare Termination Team does not advise clients to cease payments/fees owed to their resort, nor does Timeshare Termination Team advise clients to continue paying fees/payments owed to their resort. The decision to cease payments or continue payments is at the sole discretion of Client.



# Exhibit A

## NOTICE OF TERMINATION

The Client may terminate this transaction within three (3) business days from the Date of Transaction:  
\_\_\_\_\_ without any Penalty or Obligation.

If you decided to terminate this agreement, any payments made to Timeshare Termination Team under this agreement will be returned within ten (10) business days following the receipt of your Notice of Termination.

To terminate this transaction, send the signed and dated copy of this Notice of Termination via mail or deliver in person to Timeshare Termination Team at 12835 E Arapahoe Rd, Tower II Suite 200, Centennial, CO 80112, BY MIDNIGHT ON \_\_\_\_\_ (DATE OF THIRD BUSINESS DAY).

### To Timeshare Termination Team:

I HEREBY CANCEL THIS TRANSACTION.

In accordance with the unrestricted right of Client to terminate the agreement between Timeshare Termination Team and Client for the transaction dated \_\_\_\_\_, 20\_\_\_\_\_.

Client notifies Timeshare Termination Team that the agreement is terminated.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Exhibit B

## DOCUMENTATION

**Documentation attached and needed are as follows:**

- I. Deed or Points Certificate (Deed must Recorded in County)
- II. Recent Maintenance Fee Bill
- III. Original Purchasing Agreement
- IV. Current Mortgage Balance Owed (if applicable)
- V. Trust Documents (if applicable)
- VI. Certified Death Certificate (if applicable)

\_\_\_\_ | \_\_\_\_ Paperwork Attainment: Client shall be responsible for the delivery of all required documentation pertaining to this termination within two weeks of the execution of this agreement. (Client may acquire a copy of the recorded deed at the county website where the resort is located.)

\_\_\_\_ | \_\_\_\_ Paperwork Research: Client may request Timeshare Terminations Team's research and assistance in acquiring any missing documentation related to this termination for the flat fee of \$250.00. (Initials indicate Paperwork Research fee was disclosed. Initials do not indicate Paperwork Research is needed)

# TIMESHARE TERMINATION TEAM

## PERSONAL CREDIT DISCLAIMER

Timeshare Termination Team has informed \_\_\_\_\_ (Client), that any credit reporting issues or blemishes placed upon the Clients' credit history, associated with this transaction, are ultimately the responsibility of the Client, as Timeshare Termination Team can carry no personal liability with regards to the Client's credit.

Timeshare Termination Team will do everything within its power to assist in removing any negative reporting placed upon a Client's credit due to the termination of their timeshare. Client hereby acknowledges the potential impact upon their credit for any collection of non-payment of their outstanding mortgage, maintenance fees or other contractual financial obligations associated with said timeshare, as described in Section 1 of the Timeshare Termination Team agreement.

If required, Client acknowledges that the law firm handling their timeshare termination shall be providing documentation for the credit bureaus regarding said mortgage termination to request the removal of any negative reporting, under the Fair Debt Collections Act 15 U.S.C. 1692 (g).

Timeshare Termination Team cannot be responsible for the actions taken by the Client's timeshare organization with regards to collections of these payments yet guarantees assistance in reversing any negative marks upon the Client's credit reports.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Termination Process Review

1. All required client documentation and Timeshare Termination Team (TTT) Service Agreement are delivered to our attorneys for review.
2. Within 3-4 business days we receive approval that all is in order, and you will receive your Power of Attorney (POA) via email the following week. If you don't have an email, we will mail it to you.
3. Please have the POA notarized and signed by you, then mail us the original POA. In addition to mailing the POA, for expedited service you can scan/email it to us. Detailed instructions will be included in the email.
4. We will notify you via email once we receive your POA at our office.
5. Now, just sit back and relax while we work hard for you. We will update you monthly via email on the progress of your termination. Please make sure you check your spam, junk or promotions folder for our emails. **Gmail users, they will go to your promotions folder unless you manually move it to your inbox and request all future emails be sent to your inbox.** You may contact us any time for a specific account update.
6. **If you receive any emails, letters or phone calls from your timeshare resort, please be sure to email a copy of the document, or description of the call, to April Perez so we can inform your attorney.** We recommend that you ignore all calls and simply inform our office.
7. Depending on the resort, there may be negotiations, settlement offers that are negotiable, take-backs, resignations or Quit Claim Deed documents to notarize. We will walk you through each step in the process.
8. Once the termination process is complete, our team will arrange an Exit Consultation to review your final paperwork and answer any last questions you may have.

## Department Contacts

(Please allow up to 24-48 hours for a response)

### Client Inquiries, Attorney Updates and/or Resort Communications, Payment-Related Inquiries:

**April Perez**

720-634-5748

April@TimeshareTerminationTeam.com

### Client Referrals, Sales-Related Inquiries:

**Andrew Jensen**

720-457-4518

Andrew@TimeshareTerminationTeam.com

### Marketing-Related Inquiries:

**Janie Williamson**

720-613-8441

Janie@TimeshareTerminationTeam.com