

Banff Rocky Mountain Resort

RESALE INFORMATION GUIDE

*** Please make sure to check with Customer Service or our Website at time of sale to make sure you have the most current Resale Guide ***

Banff Rocky Mountain Resort

In response to your request for resale and rental information, we have compiled some information to help assist you in the resale process. Please read through the following information, and if you have any questions, please do not hesitate to contact the Customer Service Office.

PRIVATE SALE

We have noticed that the greatest resale success comes from private advertising.

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. Utilize the Internet. Some people will also find various websites that they may post their program for sale. Like kijiji, etc.

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 any week(s) that may have been banked with an exchange company that you may not be planning to use.

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

RESALE COMPANIES

We ask that you be **cautious** when dealing with any so called 'resale company'. We have found over the last number of years, that the successful resales are those from seller to buyer direct, and not involving a middle man or third party. You have to be extremely leery of any company that wants any money up-front or makes false promises. Remember – if it sounds too good to be true, it generally is. Be sure to fully investigate any company, check the internet, check with the BBB, etc.

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

**** WARNING regarding FRAUDULENT TIMESHARE RESELLERS ****

- It is important that our owners/members understand that in no way is there any affiliation between your Resort Program and any resale company. If they advertize themselves in that way, that is a lie.
- When dealing with the various companies that offer resale services, we recommend that you take the time required to investigate the company prior to placing your membership with them.
- A legitimate resale company should NEVER charge you in advance for services. They should take a commission once they have sold your membership.
- Be wary of companies 'claiming' that for a fee they will cancel your program/account.

- Do not give out too much personal information about yourself or your program if you have no way to verify who you are speaking to.
- Be wary of companies offering gimmicks, such as money-back guarantees, or threats or scare tactics in order to get money from you.
- Be wary of any company/resort that claims you can 'trade-in' your BRMR program for some other Resort. We have found this is a sales tactic to get you to buy a new Resort Program, and the company/people have no intention of ever taking your program on trade, and you are still the legal owner on the contract.
- Check with the Better Business Bureau (www.bbb.org) and the State Attorney General (www.naag.org) in the state where the reseller is located. Ask if any complaints are on file.
- Google the company name to see any feedback you find on the internet by other people
- Ask what methods the company will use to advertise and promote the property. How can you get regular information on the status of the property? Be sure you know exactly what services the company will perform before making any payments, signing a contract or giving any credit card information. Get a written contract with a full description of the services to be provided.
- If you receive an offer from a resale company by telephone, email or otherwise, resist any pressure to make an immediate decision. Ask the reseller to put details of the offer in writing and send the information through the mail or by email. Obtain a written contract before making any payments or providing your credit card information.
- Many scammers briefly rent a P.O. Box or office suite as a business address, and in some cases create Web sites to trick consumers into believing they are legitimate.

SPECIAL NOTE: As BRMR is located in a National Park and your Contract is a Right-To-Use, a Title Search is NOT required. Do not pay extra monies for this process.

As a courtesy to our owners and members, we provide the following list of various methods/websites that members have mentioned in the past that they have used, 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 any method you use to sell your program.*** If you have access to the Internet you may also search the key words Timeshare Sales for additional companies and information.

www.kijiji.ca

Ebay Websites

www.tug2.net

Online Newspapers, classifieds

Facebook Marketplace

**** you will need to do your due diligence in checking these sites. BRMR never recommends paying any monies upfront to complete a resale process.**

For the last couple of years, the Resale/Transfers that we have received have been primarily private resales/transfers (seller to buyer – no middle man/company).

HEAD LEASE : 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.

Banff Rocky Mountain Resort

The following steps are required in completing the transfer

- 1). The Maintenance Fees/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, neighbor, co-worker, etc. Someone who has known the Transferor / Transferee for at least five 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
 - c) if a Non-Canadian Resident, the buyer must also complete the "Vacationer's Obligation For Payment Non-Canadian Residents" Form
 - d) if you have filled out the Non-Canadian Residents Form, you must also provide a clear copy of your SSN card.
- 5). A mandatory **\$1,000.00CDN + 5% GST** (total: \$1,050.00 CDN/USD) Transfer fee is required. We accept payment by 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/picture of the Driver's License for all of the Transferee/Buyer** (new owner). *Transfer cannot be in the name of a Corporation; Ltd, LLC; or any type of business.*
- 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, the Transfer Form needs to be filled out 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

OR the documents may be scanned and emailed as long as all documents are "legible and clear" to read.
Email: mlawlor@bestofbanff.com

**** BRMR may contact both the current owner/member and buyer to discuss the circumstances of the transfer to attempt to assess its validity.**

**** BRMR reserves the right to Deny/Refuse any transfer should any documents not be completed, the Buyer refuses to speak with us, or for any other valid reason.**

Banff Rocky Mountain Resort

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
- Vacationer's Obligation for Payment, Non-Canadian Resident Form
 - Clear photo copy of each Buyer's Social Security Card
- Clear photo copy of each Buyer's Driver's License
- Transfer Fee of \$1,050.00 CAD/USD payable to "Banff Rocky Mountain Resort"
 - Credit card form supplied if want to use major credit card
- Copy of the Death Certificate, *if applicable*
- Copy of the Divorce/Separation Agreement, *if applicable*

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

Alternatively, the documents may be scanned and emailed, as long as all documents are '*legible and clear*' to read.

Email: mlawlor@bestofbanff.com

***** BRMR may contact both the current owner/member and buyer to discuss the circumstances of the transfer to attempt to assess its validity.***

***** BRMR reserves the right to Deny/Refuse any transfer should any documents not be completed, the Buyer refuses to speak with us, or for any other valid reason.***

TRANSFER FORM

Account # _____

I/We _____ for good and valuable consideration received by us
from _____ do hereby transfer to the said
_____ license standing in our name in the register
of _____ BANFF ROCKY MOUNTAIN RESORT _____ to hold unto the said
_____ his executors, administrators and
_____ assigns, subject to the several conditions on which we held the same at the time of execution hereof; and we; the
said _____ 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 _____ do hereby agree to take the said Certificate
subject to the same conditions.

As witness our hand

Signed by the said on the _____

Seller

Day of _____ 20 _____

Seller

In the presence of: _____

Witness

Signed by the said on the _____

Buyer

Day of _____ 20 _____

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

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.

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, LLC, or any form of business.

Name: _____
Surname Given name

Name: _____
Surname Given name

Mailing Address

Apt. # / House # / Street: _____

City: _____ Province / State: _____

Postal / Zip Code: _____ Country: _____

Home Phone: (_____) _____
Area Code

Email # 1 Address: _____

Email # 2 Address: _____

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

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

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

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

PLEASE SEND ALL FUTURE CORRESPONDENCE BY : _____ MAIL / POST to address listed above
Additional yearly Mail Fee due

_____ EMAIL circle one option below

(email #1 / email #2 / both emails)

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: 1-877-663-6332 or 403-259-9862
Fax : DISCONTINUED

ACKNOWLEDGEMENT OF TRANSFER

Date: _____

Seller(s): _____

Buyer(s)/Vacationer(s): _____

Resort Name: BANFF ROCKY MOUNTAIN RESORT

Vacation Unit Size: _____ Vacation Interval/Week 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.

Banff Rocky Mountain Resort

PO Box 1070
Banff, Alberta, Canada T1L 1H8

Telephone: 403-259-9862 or 1-877-663-6332
Fax : DISCONTINUED

VACATIONER'S OBLIGATION FOR PAYMENT NON-CANADIAN RESIDENTS

Date: _____

Buyer(s)/Vacationer(s):

SSN : _____

Buyer Name (Printed) _____

Buyer Name (Signature) _____

Buyer(s)/Vacationer(s):

SSN : _____

Buyer Name (Printed) _____

Buyer Name (Signature) _____

***** copy of Social Security Card must be provided *****

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.

Buyer

Initial(s)

- _____ 1. I/We, understand that there is an Annual Use Fee/Maintenance Fee due, per Vacation Interval/Unit.
- _____ 2. I/We, 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.
- _____ 3. I/We, understand that by signing all the transfer forms and providing the buyer information, that we, the buyers, are responsible for the Annual Use Fees/Maintenance Fees and any Late Interest Charges if my account is not paid on time.
- _____ 4. I/We, understand that should we go into default, BRMR reserves the right to do whatever means they require for collection of outstanding fees, including but not limited to sending the account to a Collections Company, which would affect my/our credit rating.
- _____ 5. I/We, understand that by signing this acknowledgement that I am further bound by the Articles of the unit(s) I/we have purchased.

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PO Box 1070
Banff, Alberta T1L 1H8

Telephone: 403-259-9862 or 1-877-663-6332
Fax : DISCONTINUED

AUTHORIZATION PAYMENT FORM

Banff Rocky Mountain Resort accepts the following credit cards:

I authorize Banff Rocky Mountain Resort to (please check one):

VISA _____ MASTERCARD _____ AMEX _____

**** please print clearly/legibly ****

_____ Bill my credit card for the Transfer Fee :	\$ <u>1,050.00</u>
Seller Last Name : _____	
Buyer Last Name : _____	
_____ Bill my credit card for Other :	\$ _____

Total Charges	\$ _____

Credit Card Number: _____ Exp _____

Name of Cardholder (as it appears on the card): _____

Home Telephone : _____ Cell Telephone : _____

Mailing Address: _____

City, State, ZipCode: _____

I agree that my liability for this bill is not waived and I agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part of the full amount of these charges. By submitting this information you consent to our use/and or disclosure of such information to property/company representatives and trusted service providers as necessary for fulfillment of the contract and for building future business. We do not sell or rent your personal information to any third parties.

CARD HOLDERS SIGNATURE: _____

DATE: _____