



THE TIMESHARE STORE, INC.®: DISNEY VACATION CLUB LISTING AGREEMENT

Suite 110-332, 14422 Shoreside Way Suite 110, Winter Garden FL 34787
Toll Free 800-550-6493 Local 407-239-8899 Fax 407-239-0072

Owner(s): _____

DVC Resort Location: _____ Points: _____ (List each contract separately)

Old Key West: Expires 2042 or 2057 (circle) *Aulani Bought prior to July 5th, 2011 or after July 5th, 2011 (Circle)

*Pending reservations please advise: Canceling OR Keeping (circle) *Check out date: _____ (Closing will occur after your checkout)

*How did you hear about us? (Circle) Disney Vacation Club, Disboards, DVCfan, DVC News, Google, Facebook, Instagram, Other

*Do you pay Annual Dues (Circle) Monthly or Annually? Are the Dues current? YES or NO

*Do all owners on the deed live at the same address? YES or NO *DVC contracts involved in a bankruptcy settlement or DVD foreclosure? YES or NO

*Do you own your DVC free and clear? YES or NO

*Amount Owed \$ _____ *Name of Lender: _____

LISTING PRICING INFORMATION: Total price \$ _____ Or Price Per Point \$ _____

THE TIMESHARE STORE, INC.® LISTING AGREEMENT DISCLOSURES

1. No upfront listing fees, advertising fees, or appraisal fees are required.
2. The Timeshare Store, Inc.® acts as a Transaction Broker for both the buyer and the seller. The owner must contact The Timeshare Store, Inc.® if the property is no longer available for sale. This will stop further efforts by us to secure a Buyer. Please either call us at 1-800-550-6493 or you can email us at sales@dvcstore.com
3. All proceeds from the sale will be disbursed promptly upon closing by the law firm or title company handling the closing.
4. Owner shall indemnify and hold The Timeshare Store, Inc.®, its officers, and employees harmless against and from any misrepresentations made herein by the owner or owners resort, managing entity, resort developer, developer, or resort sales associate or failure of the owner to perform thereunder.
5. If the points availability (i.e., points current, banked, and borrowed) of the contract(s) listed with The Timeshare Store, Inc.® changes, it is the responsibility of the seller to notify The Timeshare Store, Inc.® immediately as this changes the accuracy & value of the listings.
6. There are no judgments or pending litigation against the Broker resulting from or alleging a violation by the Broker of Chapters 475, 498, 718, or 721 of the Florida Statutes or resulting from or alleging consumer fraud on the part of the Broker.
7. This agreement represents our entire understanding and merges and supersedes all prior written or oral representations.
8. There is no guarantee that your resort property can be sold at any particular price or time.
9. Recent experience in listings and selling DVC contracts:
In 2024, The Timeshare Store, Inc.® had 636 contracts listed to sale and sold 636 (approximately 100%)
In 2023, The Timeshare Store, Inc.® had 765 contracts listed to sale and sold 749 (approximately 98%)
As a Disney Vacation Club owner/seller, you will incur two costs by listing with The Timeshare Store, Inc.®. The first is our commission of 8.5%. The second is the \$150 fee Disney charges for the estoppel. All Liens, mortgages, maintenance fees, and late fees owed shall be subtracted from the seller's net price after commission.
10. Although the buyer usually pays the closing costs, they are, in fact, negotiable. Sometimes a buyer will ask you to pay all or part of the closing costs. In addition, a buyer may ask you to pay the current year's annual dues. Whether you pay any or all of the dues or closing costs is your choice, as we present the offer made by the buyer.
11. As the seller, you acknowledge that upon execution of a sale or acceptance of a sale/offer with a Buyer, the transaction is binding, and the Seller may not cancel or withdraw from the agreement without legal justification as allowed by law. If the Seller cancels the transaction or fails to complete the sale without a legally valid reason (such as buyer nonperformance), the Seller agrees to pay the Broker the full commission as outlined in this Listing Agreement, as if the transaction had been successfully completed. Furthermore, the Seller may be subject to legal action for any damages, costs, or liabilities incurred by the Broker, Buyer, or other parties as a result of the Seller's cancellation or failure to perform under the agreement.
12. IMPORTANT NOTE FOR ALL NON-U.S. PERSONS:
Note 1: Non-U.S. persons (defined as anyone who is not a U.S. citizen, a green card holder, or a resident alien for U.S. tax purposes) will be subject to a 15% FIRPTA (Foreign Investment in Real Property Tax Act) tax withholding on the total sales price at the time of closing. As a foreign seller, you must decide how to address this mandatory withholding requirement.
 - If you require additional assistance, you can contact Howell International Tax, FIRPTA specialists. If you have questions, please contact Natasha Anderson at Howell International Tax to assist you with the FIRPTA tax and the information you will need to provide them to complete the sale of your Disney Vacation Club. Natasha Anderson's email is natasha.anderson@howellinternationaltax.com, or she can be reached via phone at 407-269-8520 to assist you in applying for the FIRPTA withholding certificate, acting as your own representative or relinquish the 15% to the IRS.Note 2: The property sale will eventually require documents to be notarized or solicited. This might require a fee in your country of anywhere from \$50 to \$350
13. IMPORTANT NOTE FOR NON-HAWAII RESIDENTS SELLING AULANI ONLY
Note: Non-Hawaii Residents selling Aulani will be assessed a 7.25% HARPTA (Hawaii Real Property Tax Law) tax on the selling price at time of closing. You can apply for an exemption via a qualified HARPTA specialist. We recommend First American Vacation Ownership Title and Escrow Services, Inc.
If you own a Grand Californian or Aulani Resort please enclose a COPY of your Deed if possible. All names on deed must sign.



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RELEASE ADDENDUM

AS THE UNDERSIGNED SELLER, I HEREBY GIVE MY PERMISSION TO THE DISNEY VACATION CLUB TO RELEASE INFORMATION ON MY ACCOUNT TO THE COMPANIES BELOW.

THESE COMPANIES INCLUDE, BUT ARE NOT LIMITED TO, TITLE COMPANIES, LAW FIRMS AND REAL ESTATE COMPANIES. THIS INFORMATION INCLUDES THE BALANCE OWED ON THE MORTGAGE, ANNUAL DUES, POINTS ACTIVITY STATEMENTS, OR OTHER PERTINENT INFORMATION NECESSARY TO EFFECT A CLOSING OF THE SALE AND UPDATES TO THE TIME OF CLOSING.

RESORT NAME **DISNEY VACATION CLUB AT** _____ (Bay Lake Tower, Saratoga Springs, Old Key West, Boardwalk, etc.)

MEMBER ID # _____ CONTRACT # _____
(Include .000, .001, etc.)

Owner Mailing Address

Owner Phone # and Email Address

Co-owner: _____
Phone #, email and mailing address (if different from above)

Co-owner: _____
Phone #, email and mailing address (if different from above)

Co-owner: _____
Phone #, email and mailing address (if different from above)

(SIGNATURE OF 1ST SELLER) (PRINTED NAME OF 1ST SELLER) DATE

(SIGNATURE OF 2ND SELLER) (PRINTED NAME OF 2ND SELLER) DATE

(SIGNATURE OF 3RD SELLER) (PRINTED NAME OF 3RD SELLER) DATE

(SIGNATURE OF 4th SELLER) (PRINTED NAME OF 3RD SELLER) DATE

*Mason Title and Escrow Company, 42731 Us Highway 27, 2nd Floor, Davenport, FL 33837 Phone: 863-420-8080

*TRCS, INC., 4417 13th Street, Ste. 480, St. Cloud, FL 34769 Phone: 321-248-3822

*First Reliable Transfers, 3741 South Hwy 27, Suite A, Clermont, FL 34711 Phone: 407-818-1662

*DVC Title & Escrow, 2537 Cedarcrest Rd. Ste, 305 #125, Acworth, GA 30101 Phone 678-400-9207

*Hayes Title, LLC, 5737 Cliff Drive, Fort Smith, AR 72903 Phone: 479-242-8813

*First American Vacation Ownership Title and Escrow Services, Inc., 1099 Alakea Street, Suite 2430, Honolulu, HI 96813



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POINTS STATEMENT

We will also need a Points Statement from Disney. You can either provide your username and password for [DVCmember.com](https://dvcmember.com) and I can get the statement immediately, or you can follow the instructions below and send me the statement with your listing agreement.

You can then fax it to us at 407-239-0072 or scan and email it to us at sales@dvcstore.com.

1. **Log into your DVC Member account at www.dvcmember.com:**
2. Click on **My DVC Membership**
3. Click **My Vacation Points** (under vacation points)
4. Click **View Transactions** (located on the far right)
5. Choose the contract number you are selling (if you have multiple) under **"details for"**
6. Then in **"from"** drop-down box choose 2024 (**or the Earliest year shown**)
7. In the **"to"** drop-down box choose 2027 (**or the Latest year shown**)
8. Click update or submit, and scroll to the bottom of the page if it says **"view more"**, keep clicking **"view more"** until that is no longer an option...we need the entire range of points activity statement.
9. Print (Or save as a PDF to your Desktop or Documents Folder)
10. **If you are selling multiple contracts, you will need to repeat steps 4-8**
11. If you have pending reservations, please let us know your checkout date.
12. Fax the documents to 407-239-0072 or scan/email to sales@dvcstore.com

Please let us know your checkout date if you have a booked reservation.