

# DEPOSIT RELEASE FORM

MAINTENANCE FEE RECOVERY PROGRAM

## CONTACT INFORMATION

Primary Member: \_\_\_\_\_

Co-Member: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

E-Mail: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Membership/Contract ID#: \_\_\_\_\_

## Vacation Ownership Week Deposit Details

Resort: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

MAINTENANCE FEE:		RESERVATION NUMBER:	
UNIT DETAILS	UNIT NO:	UNIT SIZE/TYPE:	SLEEPS:
DATES OF OCCUPANCY	YEAR:	FROM:	TO:
KITCHEN DETAILS	FULL KITCHEN _____	PARTIAL KITCHEN _____	NO KITCHEN _____
WEEK DETAILS	FRI-FRI _____	SAT-SAT _____	OTHER _____
SEASON	HIGH _____	MID _____	LOW _____

\_\_\_\_\_ YES, I own a Floating Time at my home resort and have confirmed space with the home resort, as evidenced with the Attached Confirmation from the home resort.

\_\_\_\_\_ YES, I acknowledge that I have paid my maintenance fees and other assessments to my home resort for the week I am submitting.

## Owner Acknowledgements

When Depositing time with GLC, You warrant that You have paid and are current on all maintenance fees and other assessments with respect to the Deposit time, that You are legally entitled to Deposit this vacation Time Period, and that You have not committed this Vacation Time Period, and will not Deposit it to anyone other than to GLC.

GLC shall have no obligations hereunder until this Deposit Release is approved by an authorized agent of GLC and approved by the home resort. In the event that the Deposited Vacation Time period is not approved by the home resort, then this transaction is subject to cancellation by GLC in the event that GLC is unable to reserve the occupancy rights for the Vacation Time Period requested by GLC.

Participants are subject to the Terms and Conditions of the Maintenance Fee Recovery Program and agree that such terms and conditions shall govern this Deposit Release Form. **I/we hereby RELEASE the OCCUPANCY RIGHTS of this Vacation Time Period to GLC:**

Primary Member Signature: \_\_\_\_\_

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

Co- Member Signature: \_\_\_\_\_

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

**PLEASE SEE THE FULL TERMS AND CONDITIONS OF THE MAINTENANCE FEE RECOVERY PROGRAM  
ON THE REVERSE SIDE OF THIS DEPOSIT RELEASE FORM.**

## OFFICE USE ONLY

APPROVED BY: \_\_\_\_\_ SIGN: \_\_\_\_\_ DATE: \_\_\_\_\_

WEEK ASSIGNMENT CONFIRMATION NUMBER: \_\_\_\_\_

The Maintenance Fee Recovery Program is provided by Gallery Lifestyle and Cruises, S. de R.L. de C.V. (GLC). GLC will use your personal data for identification, verification and contact, services fulfillment, contractual obligations compliance, identification, or for any kind of legal or business relationship with GLC or its affiliates and will inform you of present or future benefits, products and services and other promotional offers related to Maintenance Fee Program through email and by mail for consideration. For more information about terms and conditions over use of Your personal data, treatment and the procedure to exercise your ARCO rights, you may review the full Privacy Policy available at DepositMyWeek.com

## TERMS AND CONDITIONS OF THE MAINTENANCE FEE RECOVERY PROGRAM

These Terms and Conditions of the Maintenance Fee Recovery Program (“Terms and Conditions”) form an agreement by and between Gallery Lifestyle and Cruises, S. de R.L. de C.V. (GLC), with its principal place of business located at Adolfo Prieto 202 Torre Maxicana / Col. Del Valle Norte / Del. Benito Juarez / CDMX (“GLC”) and the vacation owner(s) (“You” and “Your”) that has elected to participate in the Maintenance Fee Recovery Program (“Program”). (Collectively, You and GLC referred to herein as “Parties”).

**1. Purpose:** The purpose of this Program is to provide You with the option to recover the Maintenance Fee in exchange for transferring and releasing Your non-Vida resort week to GLC, allowing GLC to reallocate the occupancy rights to Your non-Vida resort week (the “Week”), subject to all terms and conditions herein.

### 2. Your Representations to GLC

- a. You must complete a Deposit Release Form for each week being submitted for GLC’s consideration. By completing the Deposit Release Form, You represent that You have necessary permissions and authority to transfer the Week to GLC, and You have not offered the Week to any third party including but not limited to any rental, banking, resale, exchange program, or any other person or program that may release Your occupancy rights to the Week. Upon GLC’s approval of the Deposit Release Form, You understand that all occupancy rights for the Week are transferred to GLC.
- b. You acknowledge that GLC is the solely responsible for the administration of the Program and You agree that Your Vida resort weeks do not apply for the Maintenance Fee Recovery Program; and for the purposes of this agreement, the term *“Your home resort or Your home resort’s”* will be used to indicate the Resort to which Your deposited weeks belong.
- c. You warrant all information provided to GLC through the Deposit Release Form is accurate with no omissions, and You accept full responsibility for any damage caused to GLC resulting from false information or omissions related to the Deposit Release Form.
- d. You accept full responsibility for ensuring that GLC’s payment to You results in GLC’s occupancy rights to the deposited week.
- e. You will cooperate as needed for any authorizations, documents, or other requirements that may be needed for GLC to obtain usage rights to the Week. You will not interfere with GLC’s right to occupy the Week, and acknowledge that You are not entitled to any additional compensation in the event that GLC assigns or rents the Week.
- f. In the event You sell, or otherwise transfer ownership interest in Your vacation ownership after executing a Deposit Release Form, You shall declare GLC’s occupancy rights (to the Week stated herein) as a condition of any such sale or transfer. In the event You fail to do so, and this event prevents GLC from occupying the Week, You accept full responsibility and liability for all costs incurred by GLC, including, but not limited to reasonable attorney’s fees, court costs, and other costs and damages resulting from GLC’s inability to occupy this week. Further, in the event GLC is disallowed occupancy of a week accepted under this program (for any reason whatsoever), You shall: (a) Reimburse GLC for all monies paid to You by GLC for the occupancy rights to the Week; (b) Pay GLC a \$75 USD cancellation fee; and (c) Reimburse GLC for all incidental costs associated with the relocation of GLC inbound guests, as well as all other damages to GLC as a result of GLC’s inability to utilize the Week.

### 3. GLC’s Representations to You

- a. GLC agrees to pay You an amount equal to Your standard annual Maintenance Fee for the deposited week, less the \$99 USD Processing Fee, in exchange for the exclusive occupancy rights to the Week described on the Deposit Release Form, subject to all terms and conditions herein.
- b. Payment will be made by GLC to You by check after: i) GLC receives a completed Deposit Release Form from You; ii) GLC verifies the Maintenance Fee amount and the payment was actually made with Your home resort; and iii) GLC has obtained the Week’s rights from Your home resort.
- c. Payment by GLC will be limited to Your standard Maintenance Fees only and shall not include mortgage, taxes, assessments, club fees, late penalty fees, resort fees, all-inclusive fees or other obligations fees owed by You to Your home resort.
- d. GLC may use Your deposited week for promotions, visits, rentals, inspections or other similar purposes.

### 4. General Terms of the Maintenance Fee Recovery Program

- a. **Processing Fee.** GLC requires a \$99.00 USD non-refundable Processing Fee for each week being submitted. This fee is GLC’s only charge for this service, GLC does not charge or collect an “Exchange Fee” for this program.
- b. **Deposit Window.** To qualify for this program, a completed Deposit Release Form must be submitted each year between April 1 – May 15 and/or between October 1 – November 15. In order for the deposit to be approved, the arrival date must be greater than 6 months from the date the Deposit Release Form is approved.
- c. **Eligibility.** You must be a member in good standing with the home resort that is extending this benefit to You, and Your home resort from which the deposited week originates. This Maintenance Fee Recovery Program is only available to new purchasers of a timeshare from the home resort, starting from April 23, 2018 and is available only for limited times at the discretion of GLC and your home resort. Vida resort weeks are not eligible for this Maintenance Fee Recovery Program.
- d. **Returned Funds.** In the event Your Processing Fee payment to GLC cannot be secured in readily available funds (e.g. NSF check, stop payment check, chargeback, etc.), You shall, upon notification from GLC, immediately forward payment to GLC (by overnight delivery) in the amount of \$124 USD (\$99 USD Processing Fee + \$25USD returned item fee) by Cashier’s Check or Money Order. Your failure to replace a Processing Fee payment shall void this transaction in GLC’s sole discretion, otherwise, Your obligations hereunder (including

occupancy rights) shall remain in full force and effect.

- e. **No Further Obligation or Automatic Renewal.** GLC is not assuming any financial responsibility(ies) or obligation(s) on Your behalf, and expressly disclaims any responsibility or liability for unpaid dues to Your home resort. GLC will only pay You one-time for the Week described in the Deposit Release Form, and it will not be automatically renewed each year without the completion the proper application and approvals each occurrence.
- f. **Maintenance Fee.** In some instances, the Maintenance Fee reimbursement amount will reflect an amount that varies from Your home resort's maintenance fee (less \$99 USD Processing Fee). In some instances, when splitting a lock-off unit, GLC may agree to pay a sum that is different than the proportionate Maintenance Fees for the lock-off section being released. When You desire to release the occupancy rights to GLC for greater or less than the home resort's established Maintenance Fees, that sum will be the Maintenance Fee for purposes of payment by GLC.
- g. **No Ownership Interest.** By participating in this program, You do not grant, and GLC does not accept any ownership interest Your home resort's vacation ownership plan.
- h. **Right to Refuse Participation.** GLC reserves the right to refuse or terminate Your participation in this Program, at any time and for any reason whatsoever.
- i. **No Agency.** No agent relationship between Your home resort and GLC exists. Further, no agent relationship exists between You and GLC.
- j. **Administration.** The administrator and operator of the Maintenance Fee Recovery Program is Gallery Lifestyle and Cruises, S. de R.L. de C.V. ("GLC").
- k. **LIMITATION OF LIABILITY.** GLC SHALL NOT BE LIABLE FOR AND DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY DAMAGES BEYOND ACTUAL DAMAGES INCLUDING SPECIAL, CONSEQUENTIAL, LIQUIDATED, INCIDENTAL, INDIRECT, EXEMPLARY, MORAL, OR PUNITIVE DAMAGES, INCLUDING FOR THE LOSS, DAMAGE, DELAY, DEATH OR INJURY TO PERSONS OR PROPERTY ARISING FROM OR AS A RESULT OF THE ACTS OR OMISSIONS AND/OR REPRESENTATIONS OF GLC, WITHOUT LIMITATION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. GLC'S COLLECTIVE LIABILITY FOR ANY CLAIM ARISING FROM, IN CONNECTION WITH, OR AS A RESULT OF THIS AGREEMENT, SHALL BE EXPRESSLY LIMITED TO THE MAINTENANCE FEE PAID TO YOU. THIS PROVISION SHALL SURVIVE THE EXPIRATION OR TERMINATION.
- l. **CLASS ACTION WAIVER.** YOU AND GLC AGREE THAT ANY PROCEEDING TO RESOLVE OR LITIGATE ANY DISPUTE, WHETHER IN ARBITRATION, IN COURT, OR OTHERWISE, WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT NEITHER YOU NOR GLC WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU OR GLC ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. YOU AND GLC FURTHER AGREE THAT NO ARBITRATION OR PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER ARBITRATION OR PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU, GLC, AND ALL PARTIES TO ANY SUCH ARBITRATION OR PROCEEDING. IF THE CLASS ACTION WAIVER (WHICH INCLUDES A WAIVER OF PRIVATE ATTORNEY-GENERAL ACTIONS) HEREIN IS FOUND TO BE ILLEGAL OR UNENFORCEABLE AS TO ALL OR SOME PARTS OF A DISPUTE, WHETHER BY JUDICIAL, LEGISLATIVE, OR OTHER ACTION, THEN THIS SECTION WILL NOT APPLY TO THOSE PARTS. INSTEAD, THOSE PARTS OF THE DISPUTE WILL BE SEVERED AND PROCEED IN A COURT OF LAW, WITH THE REMAINING PARTS PROCEEDING IN ARBITRATION.
- m. **JURY TRIAL WAIVER; ARBITRATION; ATTORNEY FEES.** ANY DISPUTE OR CONTROVERSY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT (A "DISPUTE") SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF COURTS OF COMPETENT JURISDICTION SITUATED IN MEXICO CITY, MX AND THE PARTIES HEREBY IRREVOCABLY WAIVE ANY OBJECTION OF *FORUM NON CONVENIENS* IN CONNECTION WITH ANY DISPUTE. NOTWITHSTANDING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE AND AGREE TO SUBMIT TO TRIAL BY THE COURT ON ALL ISSUES IN SUCH DISPUTE, AND AGREE THAT ANY DISPUTE, CONTROVERSY OR CLAIM ARISING UNDER, OUT OF, IN CONNECTION WITH OR IN RELATION TO THIS AGREEMENT SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION CONDUCTED IN ACCORDANCE WITH AND SUBJECT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). ONE ARBITRATOR WILL BE SELECTED BY THE PARTIES' MUTUAL AGREEMENT OR, FAILING THAT, BY THE AAA, AND THE ARBITRATOR WILL ALLOW SUCH DISCOVERY AS IS APPROPRIATE, CONSISTENT WITH THE PURPOSES OF ARBITRATION IN ACCOMPLISHING FAIR, SPEEDY AND COST-EFFECTIVE RESOLUTION OF DISPUTES. THE ARBITRAL TRIBUNAL MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. NOTWITHSTANDING THE TRIBUNAL'S POWER TO RULE ON ITS OWN JURISDICTION AND THE VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE, THE TRIBUNAL HAS NO POWER TO RULE ON THE VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS. JUDGEMENT UPON THE AWARD RENDERED IN ANY SUCH ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ARBITRATION SHALL TAKE PLACE IN MEXICO CITY, MX. ANY AWARD ENTERED BY THE ARBITRATOR(S) SHALL BE

FINAL AND JUDGMENT THEREON MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. IN ANY DISPUTE, CONTROVERSY OR CLAIM ARISING UNDER, OUT OF, IN CONNECTION WITH OR IN RELATION TO THIS AGREEMENT, OR ANY OTHER RELATED AGREEMENT OR INSTRUMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND REASONABLE ATTORNEYS' FEES.