

TIMESHARE AGREEMENT

This Timeshare Agreement ("Agreement") is entered into on this [Date] by and between **Blue Horizon Ventures LLC** (hereinafter referred to as "Resort Owner") with a principal address at [Resort Owner Address] and [Purchaser's Full Name] (hereinafter referred to as "Purchaser") with a principal address at [Purchaser Address].

Recitals

Whereas the Resort Owner is the lawful owner of various timeshare properties situated at multiple locations as detailed in Annexure A; and

Whereas the Purchaser desires to acquire a Diamond Level timeshare interest in one or more of the Resorts subject to the terms and conditions set forth herein;

Now Therefore, in consideration of the mutual promises and covenants contained herein the parties agree as follows:

1) Property Description:

See Annexure A for detailed descriptions of each Resort including names and locations. Each property consists of luxury apartment units with various configurations and offerings including swimming pools, saunas, tennis courts, gourmet restaurants, and private beach access among others.

2) Ownership Terms for Diamond Level:

- **Type of Ownership:** Floating Week Right-to-Use Timeshare across multiple resorts.
- **Duration of Use:** One (1) week annually for a period of 20 years at any of the listed resorts.
- **Allocation:** The Purchaser's specific week and resort will be determined annually through a reservation system subject to availability and resort policies.
- **Diamond Level Benefits:** All Platinum benefits plus guaranteed peak season availability for your preferred week, 25% off at all resort restaurants, spas, and partner services, invitations to exclusive events and experiences at the resorts, early access to promotions, new properties, and vacation options, and personalized gifts and recognition on significant occasions.

3) **Financial Terms:**

- **Purchase Price:** 40,000 USD payable in installments as agreed.
- **Annual Maintenance Fees:** Premium maintenance fees reflecting the exclusive nature of the benefits as applicable for Diamond Level members.
- **Special Assessment:** As needed for major renovations or unexpected repairs across any resorts subject to a cap as detailed in Annexure B.

4) **Use and Management:**

- The Purchaser is entitled to occupy a standard or premium unit for one week each year at any of the available resorts with the ability to upgrade or change dates subject to terms and availability.
- The Resort Owner will ensure all properties are maintained to a high standard including regular refurbishment of units and common areas, security, and guest services.

5) **Exchange Program:**

The Purchaser may participate in the Resort's affiliated exchange program allowing the swapping of their allocated week for another time or location subject to the rules and availability of the exchange network.

6) **Restrictions and Obligations:**

The Purchaser agrees to abide by all rules and regulations of the chosen resort, respect property and other guests, and pay all dues timely. The agreement stipulates no pets, a maximum occupancy limit, and adherence to check-in/check-out times for all resorts.

7) **Right of Rescission:**

The Purchaser may rescind this Agreement without penalty within ten (10) calendar days of signing or receipt of the final contract document, whichever is later. Notice of cancellation must be in writing and delivered to the Resort Owner at the address provided.

8) **Governing Law and Dispute Resolution:**

This Agreement and any disputes arising hereunder shall be governed by the laws of the jurisdiction of the selected resort at the time of dispute. Any disputes shall first seek resolution through mediation followed by arbitration if necessary as detailed in Annexure C.

9) Signatures:

Both parties hereby agree to the terms and conditions set forth in this Agreement and affix their signatures as follows:

Resort Owner: _____ Date: _____

Purchaser: _____ Date: _____

Annexures:

A - List of Resorts

B - Special Assessment and Financial Terms Details

C - Dispute Resolution Procedures