

TIMESHARE CANCELATION DEMAND LETTER

FROM:

John Doe (hereinafter, “**Mr. Doe**”)
Jane Doe (hereinafter, “**Mrs. Doe**”)
1234 South 5678 West
Roy, Utah 84067
Mr. Doe: (801) 234-5678; johndoe@email.com
Mrs. Doe: (801) 234-5678; janedoe@email.com

January 30, 2023

TO:

Timeshare Vacation Club by TimeshareCompany (hereinafter, “**TVC**”)
1234 Timeshare Drive
Miami, Florida 33173
(877) 123-4567
memberservices@timesharevacationclub.com

SUBJECT: Immediate and total cancelation of timeshare contract, complete release from all liability associated thereto, and full refund of down payment

Attention Member Services of TVC,

The purpose of this letter is to (i) immediately and entirely terminate our timeshare contract with you, to (ii) be individually and jointly released completely from all liability associated thereto, and to (iii) be fully refunded the initial down payment of \$2,401.00 we paid to you at the onset of our contract with you.

As referenced above, our names are John Doe and Jane Doe—respectively, Mr. Doe and Mrs. Doe—and we purchased a timeshare from you on **July 29, 2022**. The timeshare resort name in question is **Fancy Surf and Spa**; the owner of said timeshare is you, **TVC**; the TVC membership type is “**Fancy Pearl**”; and the contract number pertaining to this timeshare is **ABC-1234567**.

We have made the decision to terminate our timeshare contract with you for several reasons, including the following:

1. Upon our initial investment into the timeshare, we thought this was an opportunity we could afford. However, now that we have taken the time to properly analyze our financial situation, we have firmly concluded that the timeshare is no longer a good investment.
2. While there are many unique opportunities found at the timeshare location, there are many other expenses associated with owning a timeshare that we did not account for.

3. We thought we would be able to go on vacation more often since we were members in the timeshare, but we became increasingly concerned about our income. We were not aware of how costly the timeshare program was; we thought that the timeshare was going to be affordable because that is how it was presented to us by your sales representatives.

4. The cost and availability of a timeshare are important factors for consumers to be aware of, but your sales representatives and staff in general withheld these crucial details from us. Your staff and sales representatives altered information to make this timeshare ownership seem like it was a good match for our lives.

5. We are unhappy that we were misguided by your staff and sales representatives. We do not appreciate the faulty sales tactics used in this circumstance, nor the fact that we were exposed to fraud. This level of deception is unacceptable in any organization.

6. The timeshare represents a financial burden for us because we have had to pay additional bills that we were not anticipating. Had we been given true and accurate information regarding the timeshare, we would not be in the predicament we are in now.

7. We do not want to pass the financial burden of this timeshare to our family.

When we first made the decision to terminate our timeshare contract with you, we contacted your customer service department via telephone to terminate the contract; however, we were told that terminating the contract would cause us to incur a yearly cost of \$7,000.00 to \$9,000.00 for *twenty* years. Such a penalty fee for terminating a timeshare contract is completely egregious and unconscionable to any reasonable person acting ethically and in good faith, for several reasons, not the least of which includes the fact that there is absolutely *nothing* in the timeshare contract we signed, nor in any other document we received from you, that provides for such a *twenty-year* long penalty. Therefore, we affirm that said penalty is unenforceable under law. Thusly, in conjunction with wholly terminating the timeshare contract, we *demand* to be jointly and individually released fully from *all* liability, penalties, fees, costs, etc., associated with or connected to the termination of the timeshare contract, as well as *any* other fees and costs altogether. In short, we *demand* to not be charged another cent by TVC or its associates for any purpose whatsoever, and we *demand* to be *fully* and *forever* released from any liability that would require us to pay anything to TVC or its associates.

When your sales representatives initially contacted us about purchasing the timeshare, we were bombarded with substantial goading, prodding, and persuasion, and as a result we were unfairly induced into purchasing a timeshare we could not afford. We purchased the timeshare under the advisement of your staff and sales representatives, but we have come to learn that much of the information given to us was false. Your sales representatives made the timeshare program appear to be fun and easy to use; however, unfortunately the timeshare has only caused our lives unnecessary stress and anxiety.

In connection with purchasing the timeshare, we made a down payment of \$2,401.00. This is the *total* we have spent at or with TVC, and we do not wish to spend anymore. We hereby *demand* to be refunded the \$2,401.00 down payment in full, considering that we have not used the timeshare

and will not use the timeshare, so there was nothing of value given by TVC in exchange for the \$2,401.00 down payment. Furthermore, any timeshare financing we may have requested should also immediately be canceled.

To conspicuously reiterate, and under no uncertain terms, we *need* and *demand*,

- A. that our timeshare contract with you be *fully* terminated *immediately*;
- B. that we, jointly and individually, be *fully* and *forever* released from any liability that would require us to pay anything to TVC or its associates in connection with the timeshare; and
- C. that we be *immediately* refunded in *full* the initial down payment of \$2,401.00 that we paid to TVC at the onset of the timeshare contract.

Please provide us with a written response showing that you have received this letter. Additionally, please provide us with the information we will require to receive our \$2,401.00 down payment refund. We expect a response from you within **ten** business days of your receipt of this letter, and we hope to be able to resolve this matter amicably and expeditiously. We can be contacted and receive documents from you via email, U.S. Mail, or both, to the addresses listed in the contact information section of this letter hereinabove.

Sincerely,

Mr. Doe and Mrs. Doe

Signed: _____

Date Signed: _____

John Doe

Signed: _____

Date Signed: _____

Jane Doe