**STATE OF NEVADA**

**DEPARTMENT OF BUSINESS AND INDUSTRY**

**REAL ESTATE DIVISION**

3300 W. Sahara Ave., Suite 350, Las Vegas, Nevada 89102 \* (702) 486-4033

E-mail: realest@red.nv.gov \* <http://red.nv.gov/>

**PLEASE READ THIS FIRST:**

**DISCLOSURES OF ALTERNATIVE MEDIA DELIVERY OF POS AND OTHER DOCUMENTS-FORM 567A**

*To be used when the Public Offering Statement and other documents are issued in electronic format*

The following information provides the format the Nevada Real Estate Division will accept for approval of the “single separate document” required by NRS 119A.400(2) when the purchaser elects to receive the public offering statement in electronic format.

If the developer intends to offer the public offering statement or other documents in electronic format, this form must be submitted to the Division for approval at the initial registration of each time share project, at any amendment, and at every annual renewal.

If the purchaser elects to receive the public offering statement in electronic format, the project broker or sales agent must continue to review the contents of the public offering statement with the purchaser, address any questions, and advise the purchaser of the revocation right and other important points.

For additional information, please contact the Nevada Real Estate Division at 702-486-3791, or visit the Division website at <http://red.nv.gov/Content/Timeshare/Main/>.

**THE**

**PUBLIC OFFERING STATEMENT OF**

THE PROSPECTIVE

PURCHASER SHOULD READ

THIS REPORT

BEFORE SIGNING

ANY PAPER

|  |
| --- |
| **TIME-SHARE PLAN NAME** |
|  |

**THE NEVADA LAW REGULATING**

**TIME-SHARE SALES REQUIRES THAT:**

**FIRST:** A prospective purchaser or lessee **MUST BE GIVEN** this Public Offering Statement;

**SECOND:** The broker or sales agent **MUST REVIEW** the contents of this

 Public Offering Statement with you;

**THIRD:** If you purchase any time share, you must **SIGN A RECEIPT** indicating you have received this Public Offering Statement;

**AND RECOMMENDS:**

**FIRST:** You **DO NOT SIGN ANY CONTRACT OR AGREEMENT** before you have thoroughly read and understood it and this Public Offering Statement;

**SECOND:**You see the **EXACT PROJECT** you may be considering, or if the time-share plan is a multi-site plan, you understand the plan **BEFORE SIGNING** any agreement for a reservation, option, lease or purchase.

**NEVADA LAW STATES:**

**“The purchaser of a time share may cancel, by written notice, the contract of sale until midnight of the 5th calendar day following the date of execution of the contract. The contract of sale must include a statement of this right.**

The right of cancellation may not be waived. Any attempt by the developer to obtain a waiver results in a contract which is voidable by the purchaser.”

**NEVADA**

**PUBLIC OFFERING STATEMENT**

**FOR**

|  |
| --- |
| **TIME-SHARE PLAN NAME**Time-Share Plan Address |

**FILED BY**

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| --- |
| **DEVELOPER NAME****Developer Address** |

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Initial Permit Date

|  |
| --- |
|  |

Effective Date

**PUBLIC OFFERING STATEMENT DISCLAIMER**

THIS REPORT IS NOT A RECOMMENDATION OR AN ENDORSEMENT BY THE STATE OF NEVADA OF THE TIME-SHARE PLAN DESCRIBED HEREIN BUT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

**Purchaser must sign that he has received and reviewed this public offering statement with the Nevada licensed sales agent or project broker.**

The statements contained in this Public Offering Statement are only summary in nature. A prospective purchaser should review the purchase contract, all documents governing the time-share plan provided or available to the purchaser and the sales materials. You should not rely upon oral representations as being correct. Refer to this public offering statement, the purchase contract and the documents governing the time-share plan for correct representations.

**State of Nevada**

**Real Estate Division**

**3300 W. Sahara Ave., Suite 350**

**Las Vegas, Nevada 89102**

**(702) 486-4619**

**Nevada Permit No.: TSP.000000**

**REQUIRED DISCLOSURES**
 The following disclosures must be included in at least 12-point bold type:

**This Public Offering Statement is prepared by the Developer to provide you with basic and relevant information on a specific time-share offering. The Developer or Owner of the offering that is the subject of this Public Offering Statement has provided certain information and documentation to the Nevada Real Estate Division of the Department of Business and Industry (the “Division”) as required by law.**

**The statements contained in this Public Offering Statement are only summary in nature. A prospective purchaser should review the purchase contract, all documents governing the time-share plan or provided or available to the purchaser and the sales materials. You should not rely upon oral representations as being correct. Refer to this public offering statement, the purchase contract and the documents governing the time-share plan for correct representations.**

**While the Division makes every effort to confirm the information provided and to ensure that the offering will be developed, managed and operated as planned, there is no guarantee this will always be the case. The Division cannot and does not make any promise or guarantee as to the viability or continuance of the offering or the financial future of the offering or any plan, club or association affiliated therewith.**

**The information included in this Public Offering Statement is applicable as of its effective date. Expenses of operation are difficult to predict accurately and even if accurately estimated initially, most expenses increase with the age of facilities and with increases in the cost of living.**

**The Division strongly suggests that before executing an agreement or contract, you read all of the documentation and information provided to you and seek additional assistance if necessary to assure that you understand all aspects of the offering and are aware of any potential adverse circumstances that could result from a time-share purchase in this Offering.**

**The purchaser of a time share may cancel, by written notice, the contract of sale until midnight of the fifth calendar day following the date of execution of the contract. The right of cancellation may not be waived. Any attempt by the Developer to obtain a waiver results in a contract which is voidable by the purchaser.**

**The notice of cancellation may be delivered personally to the Developer or sent by certified mail, return receipt requested, or by providing notice by express, priority or recognized overnight delivery service, with proof of service, to the business address of the Developer.**

**The Developer must, within 20 days after receipt of the notice of cancellation, return all payments made by the Purchaser.**

**REQUIRED DISCLOSURES**

***The following disclosures must be included in at least 12-point bold type on a separate***

***page:.***

***A time share is for personal use and is not an investment for a profit or tax advantage. The purchase of a time share should be based upon its value as a vacation experience or***

***for spending leisure time, and not for purposes of acquiring an appreciating investment or with an expectation that the time share may be resold.***

***Resale of your time share may be subject to conditions, including, without limitation, restrictions on the posting of signs, restrictions on the rights of other parties to enter the project unaccompanied, the Developer’s first right of refusal or the Developer’s continued sale of time-share inventory. Any future purchaser may not receive any ancillary benefits which were not part of the time-share plan that the Developer may have offered at the time of purchase.***

***You should check your contract and the governing documents for any such conditions and also check whether your purchase contract or note or any other obligation will be fully due and payable upon sale of your time share.***

***Real estate agents may not be interested in listing your timeshare.***

**TIME-SHARE NOTICE OF CANCELLATION**

**As provided under Nevada Revised Statutes 119A.410, the purchaser of a time share may cancel, by written notice, the contract of sale until midnight of the fifth calendar day following the date of execution of the contract. The contract of sale must include a statement of this right. The developer shall, within 20 days after receipt of this notice of cancellation, return all payments made by the purchaser.**

You may cancel the purchase of this time share without penalty or obligation and are legally entitled to the return of all money and other considerations that you have given toward the purchase. I hereby revoke my contract or agreement for sale with:

**Developer Name**

 *Developer*

**The notice of cancellation may be delivered personally to the developer, sent by certified mail, return receipt requested, or sent by express, priority or recognized overnight delivery service, with proof of service, to the business address of the developer.**

**Send to:**

**DEVELOPER NAME**

**Developer Address**

**Developer Address**

**Developer Address**

Contract Number \_\_\_\_\_\_\_\_\_\_\_\_\_

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*(Date)*  *(Signature of Purchaser)*

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*(Date)*  *(Signature of Purchaser)*

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 *(Address)* *(Print Name)*

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 *(Address)* *(Print Name)*

**THE PROSPECTIVE PURCHASER MUST BE PROVIDED A HARD COPY OF THIS NOTICE OF CANCELLATION AT THE TIME OF SIGNING.**

**Nevada Permit No.: TSP.0000000**

**Nevada Real Estate Division Phone Number: (702) 486-4619**

**RECEIPT OF NEVADA PUBLIC OFFERING STATEMENT**

The Laws and Regulations of the Nevada Real Estate Division require that you as a prospective purchaser or lessee be afforded an opportunity to read the Public Offering Statement (POS) for this time-share plan before executing a contract to purchase or lease a time-share interest or before any money or other consideration toward purchase or lease of a time-share interest is accepted from you.

**DO NOT SIGN THIS RECEIPT UNTIL YOU HAVE RECEIVED A COPY OF THE PUBLIC OFFERING STATEMENT AND HAVE REVIEWED IT WITH THE NEVADA LICENSED SALES AGENT OR PROJECT BROKER.**

I understand the Public Offering Statement is not a recommendation or endorsement of the time share by the Nevada Real Estate Division, but is for informational purposes only. The effective date of the public offering statement which I received and reviewed with the Nevada licensed sales agent or project broker is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Plan Name**

*Time-Share Plan*

Contract Number \_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Date)*  *(Signature of Purchaser)*

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*(Date)*  *(Signature of Purchaser)*

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 *(Address)* *(Print Name)*

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 *(Address)* *(Print Name)*

**THE BROKER/SALES AGENT MUST REVIEW THE POS WITH THE PROSPECTIVE PURCHASER, AND SIGN HERE:**

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*Name of Nevada Licensed Sales Sales Agent or Broker Name of Nevada Licensed Sales*

*Agent or Broker (print)*  *License Number Agent or Broker (signature)*

**THE PROSPECTIVE PURCHASER MUST BE PROVIDED A HARD COPY OF THIS SIGNED AND COMPLETED RECEIPT AT THE TIME OF SIGNING.**

**THIS SIGNED RECEIPT MUST BE KEPT IN THE PROJECT BROKER'S FILES FOR THREE (3) YEARS AFTER SIGNATURE AND SHALL BE SUBJECT TO INSPECTION BY THE NEVADA REAL ESTATE DIVISION.**

**Nevada Permit No.: TSP.0000000**

**ALTERNATIVE MEDIA DISCLOSURES**

**I understand that I have the option of receiving certain documents in either written format or electronically, and I have decided to accept the following documents electronically.**

1. **To be completed by Developer**: Provide a list of all documents that will be provided to the purchaser in electronic format. Not exclusive of others, following are several examples:
* Public offering statement
* Time-share plan budget
* Articles and Bylaws
* Timeshare Instruments
* Exchange Program documents
* Privacy Policy
* Covenants, Codes and Restrictions
1. **To be completed by Developer**: Describe the software necessary for the purchaser to access the electronic media. Not exclusive of others, following are several examples:
* Microsoft Windows version
* Mac OS version
* Adobe Acrobat Reader version
* Web browser and Internet access
* Quick Time
* Virtual Memory
1. **To be completed by Developer**: Describe the hardware necessary for the purchaser to access the electronic media. Not exclusive of others, following are several examples:
* CD-ROM drive
* Computer and processor capabilities
* RAM requirements
* Hard drive space
* Flash drive
* Monitor capabilities
1. **To be completed by Developer**: Describe the instructions the purchaser should follow to access the electronic media, and how the application will launch.

**I understand that I should not accept these documents electronically unless I am able to access the alternative media prior to the expiration of my 5-day cancellation period.**

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*(Signature of Purchaser)* *(Signature of Purchaser)*

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*(Print Name)*  *(Print Name)*

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