



5445 Murrell Road, Suite 102-158 Viera, Florida 32955 (800) 849-4710
contact@RiversideFinancialServices.com

Mortgage Cancellation Agreement

THIS AGREEMENT is entered in to on this _____ day of the month of _____, 20____ by and between _____ hereinafter singularly and/or jointly referred to as "Owner" and Riverside Financial Services, LLC, a Florida corporation registered with the Secretary of State of the State of Florida, Certification number L24000285372, DBA Riverside Financial Services, Florida Registration # G2000068678, hereinafter referred to as Riverside.

Riverside and/or its affiliates, in exchange for the compensation paid under the terms and conditions of this agreement, shall provide the following service:

RESPONSIBILITIES of PARTIES:

Using information and documents provided by Owners, Riverside will advocate and negotiate for Owners in an effort to receive release and termination of Owner's agreement to purchase a Timeshare and/or Vacation Ownership and/or Vacation Membership and/or Vacation Club and/or Travel Club Membership, whether it be deeded or non-deeded. Riverside will provide the Owners with specific and necessary actions that are mandatory and necessary to achieve the desired termination of the original agreement in a timely manner. Owners agree to provide Riverside with timely responses to all requests for information and/or documents to facilitate determination of methods to be utilized by Riverside in this effort to accomplish the desired result in a timely manner. Riverside agrees to communicate with developer with whom the original purchase agreement was signed, using methods dictated by state and federal law. Owners give permission to Riverside to seek legal opinions at Riverside's expense if and when necessary, and share the details of the Owner's situation. Due to the time limits involved in Riverside's efforts to complete the agreed upon task, Owner agrees to provide Riverside with all requested documents and or information via email and/or USPS within fifteen days of request. Time is of the Essence. Riverside does not assist in contesting third party disputes regarding the financing of Owner's purchase. Riverside only advocates for Owner regarding the initial purchase money mortgage provided by the resort developer.

Fees:

For and in consideration for the services to be rendered by Riverside, Owner agrees to pay a sum of \$_____ (USD). Owner will not be responsible for additional fees to Riverside. Riverside will notify Owner if Developer requires any additional fee for processing of the settlement and release agreement and/or filing fees to the state and/or county, those fees shall be paid by Owner directly to Developer and/or state and/or county.

Time Limitations of this Agreement:

Riverside agrees to continue to advocate and negotiate for owner for a period of up to Two Hundred and Seventy Business Days. Business days are defined as Monday through Friday, unless a National Holiday falls upon one of those days. National Holidays are not counted as business days. Since Riverside has time limits in which to complete the process agreed to, Owner agrees to respond to all requests and directions for all documents and information requested by Riverside within fifteen days. If Owner refuses or fails to send all information requested by Riverside via email or USPS to the address on the top of this agreement, Riverside may, at Riverside's discretion, cancel this contract and retain fee paid by Owner. If Owner has agreed to a payment plan, Owner must make payments in a timely fashion. If Owner is thirty days or more late with a payment, Riverside may, at Riverside's discretion, cancel this contract and retain funds paid by Owner.

Termination of this Agreement:

Owner may cancel this agreement within the period of time dictated by owner's state of residence. If owner's state of residence does not allow for a cancellation period, Florida law will apply. ***To cancel this agreement within the allowed rescission period, Owner must notify Riverside via USPS Certified Mail sent to Riverside Financial Services, 5445 Murrell Road, Suite 102-158, Viera, Florida, 32955. All funds paid by Owner will be refunded.***

Participation of Affiliates

Owner agrees to allow Riverside to utilize the services of Affiliate(s) who specialize in various aspects of the cancellation process. If the cancellation of Owner's contract requires the services of Affiliate, the warranty period will reset. Riverside will notify Owner of participation by Affiliate. Riverside will be responsible to pay any fees required by Affiliate.

Notification of Status

Riverside is not a law firm and does not offer legal advice. Riverside sometimes consults with attorney(s) during the process. Those consultations are at Riverside's expense. If Owner chooses to get legal advice, Owner should contact an attorney of Owner's choice. If Owner chooses to file a law suit in either State or Federal Court against the Developer, HOA, or management company, this agreement is automatically void and Riverside shall retain all fees previously paid by Owner.

Money Back Guarantee

If Riverside and/or its Affiliates fail to produce a settlement proposal that would relieve Owner of responsibilities originally agreed to with Resort, Owner is entitled to and Riverside shall provide Owner with a 100% refund. If Owner files for bankruptcy at any time during this process, this agreement is terminated and Riverside shall retain all fees paid by Owner.

Equity of Agreement

Owner acknowledges that this agreement is fair and reasonable. Owner has chosen to enter this agreement voluntarily. In the event a dispute shall arise between the parties to this agreement, both parties agree to non-binding arbitration as provided for by Florida Statute.

Entirety of Agreement and Governing Law

This document contains the agreement in its entirety. The Laws of the State of Florida Apply.

Electronic Signature Acknowledgment and Consent

Owner affirms that my electronic signature, and all future electronic signatures, were signed by Owner with full knowledge and consent and Owner is legally bound to these terms and conditions.

Modification and/or Waivers

Any modification or deviation from any part of this agreement must be in writing and signed by both parties. If either party agrees to waive any specific part of this agreement, that waiver does not extend to any other part of the agreement in total. Any waiver is for a one time purpose and the party offering the waiver or exception retains the right to enforce that waiver or exception in the future if necessary. Payment of the agreed upon fee and electronic or personal signing of this agreement shall grant to Riverside and/or its Affiliates the authority and permission to act on behalf of the Owner.

Use of Ownership Being Contested

Owner agrees not to make any effort to use, reserve, deposit, rent or dispose of this property in any manner, after the signing of this agreement.

Severability

If any term or provision of this Agreement is determined to be illegal, invalid or incapable of being enforced by any court of competent jurisdiction, that term or provision will be severed from this Agreement and the remaining terms and provisions shall remain in full force and effect.

Representative: _____ Office Use Acct # _____

Owner Information

Name of Owner # 1: _____ Name of Owner # 2 _____

Name of Owner # 3: _____ Name of Owner # 3 _____

Address: _____ City _____

State / Zip: _____ Home Phone: (_____) _____

Cell Phone: (_____) _____ Cell Phone # 2: (_____) _____

Email # 1: _____ Email # 2: _____

Email: _____

Timeshare Resort: _____

Timeshare City / State or Province/ Country: _____

Name of Trust: _____

Agreement For Credit Card Payments

Name on Credit Card (MC, Visa, Discover, AmEx) _____

Credit Card Number: _____ Exp Date _____ CVV# _____

Billing Zip Code: _____ Amount to be charged: \$ _____ (USD)

Signature Authorizing Charge: _____

Electronic Signatures Accepting Terms of Agreement

Owner Signature # 1 _____ Date: _____

Owner Signature # 2 _____ Date: _____

Owner Signature # 3 _____ Date: _____

Owner Signature # 4 _____ Date: _____