

Owner Information

Owner(s) Name: Robin R & Archie E Gandy
Address: 636 VZ County Rd 4404
City: Ben Wheeler
State: TX
Zip Code: 75754
Robin Phone Number: 903-372-4021(text)
Chip(Archie) Phone Number: 903-245-6114(text)

Property Information

Resort Name: Worldmark By Wyndham
Resort Location:
Week:
Unit:
Points: 23,000 Credits
Bedroom:
Bath:
Deeded: Yes
Leased: No
Property Usage: Annual
Special features:
Rental Price:
Sale Price: \$45,496.00 Negotiable

Property owner(s) paid a one-time non-recurring marketing fee of: **\$ 3,496.00**

Payment by: **Credit Card**

Verification Number:

Resort Condominium Services

This contract dated 09/06/2025 is between Robin R & Archie E Gandy hereafter referred to as owner and Resort Condominium Marketing Services, Commercial Telephone Seller, hereafter referred to as RCMS. The purpose of this contract is to provide the marketing and advertising of the owner's interest/ownership at Worldmark By Wyndham, which the Owner wishes to sell/rent. Your advertisement will appear on the website within 3-4 business days of the receipt of payment and delivery of pertinent information related to your particular ownership. The owner must accept, decline or counter any offer that is presented by RCMS. RCMS cannot accept any offers for the owner's listed property. RCMS will forward all offers directly to the owner so the owner can negotiate the sale/rental of the listed property. Timing is essential and the owner must respond within 48 hours of the presentation of offers, or the offer will be withdrawn and presented to another owner with similar unit/availability.

Terms and Conditions

RCMS is an independent marketing and advertising company. RCMS is not a real estate brokerage firm nor is RCMS affiliated with any timeshare resort. The owner gives RCMS permission to promote and advertise the property on the internet, live conventions and trade shows, magazines, and elsewhere to make information concerning the property available to potential buyers, renters, travel agents, brokers, and others.

This agreement does NOT guarantee the sale/rental of a timeshare or the locating of a buyer. The initial terms of the advertising is a 10-month period, in the event timeshare is not rented or sold within 10 months. RCMS will offer a complimentary week at one of our resorts and continue advertising the property at its expense for the life of the owner's deed. If you or another timeshare resale company sells or rents your timeshare for a price no less than the asking price advertised with us we will refund the advertising in full. Proof of transaction is required.

Disclosure required by Florida Statute §721.205



- I. Upon the sale of a timeshare, additional costs to third parties over which we have no control may be due including resort transfer fees, title fees and costs, government recording fees, and taxes. §721.205(1)(a)1 and 2, F.S
- II. We recommend Users utilize a licensed title agency to administer the closing of a timeshare to avoid falling victim to fraud or excessive demands by a third party.
- III. The owner of the timeshare remains obligated for all fees and costs associated with the timeshare payable to any owner association, finance company, or other provider with whom the owner has contracted. §721.205(1)(a)1 and 2, F.S.
- IV. Neither we, the Website, nor our agents have stated or implied that we will provide direct sales or resale brokerage services other than the advertising of the Timeshare Ownership(s) for sale or rent by the user. §721.205(2)(a), F.S. (except as identified below if you select Assisted Listing services)
- V. Neither we, the Website, nor our agents have stated or implied, directly or indirectly, that we have already identified a person interested in buying or renting the timeshare resale interest. §721.205(2)(b), F.S.
- VI. All information regarding results from using our services is documented on the Website; therefore, neither we, the Website, nor our agents have stated or implied, directly or indirectly, that sales or rentals have been achieved or generated as a result of its advertising services without providing documentation substantiating the statement. §721.205(2)(c), F.S.
- VII. Neither we, the Website, nor our agents have stated or implied that the timeshare has a specific resale value. §721.205(2)(d), F.S.
- VIII. We have not charged your credit card or received any compensation for resale advertising services prior to your agreeing to a written Agreement, which can be signified with an electronic signature including the digital recording of your verbal approval. §721.205(2)(e) and (f), F.S

When you enter into a resale contract with a buyer you as the consumer timeshare reseller must sign a contract that complies in all respects with Florida Statute 721.065, including the provision of a 10-day cancellation period for the buyer (prospective consumer resale purchaser).

Litigation, Liability, and Dispute Resolution: This Agreement and your relationship with RCMS under this Agreement shall be governed by the laws of the State of Florida without regard to its conflict or choice of laws provisions. Any dispute with RCMS, its employees, or affiliates, arising under or in relation to this Agreement shall be resolved exclusively through the courts of Florida, Owner shall indemnify RCMS and hold RCMS harmless from loss, damages, cost, and expenses of any nature, including attorney's fees and from liability to any person that RCMS incurs because of Owner's negligence, representation, misrepresentations, actions or inaction. All parties to this Agreement agree that disputes not resolved first by mediation will be settled by neutral binding arbitration in Orange County, Florida

Entire Agreement: This agreement is the entire contract for listing and advertising Owner's property for sale. This agreement contains the entire understanding between the Owner and RCMS. Owner agrees that Owner has not relied on anything other than what is expressly written in this document in the decision to voluntarily and freely enter this contract.

Owner's Right Of Cancellation

The owner has the right to cancel this contract for any reason within 10 days after the date owner signs this contract. If the owner decides to cancel this contract, they must notify RCMS, in writing, of the owner's intent to cancel. The owner's notice of cancellation shall be effective upon the date sent and shall be sent to 3751



Maguire Blvd, Suite 111. Orlando, FL 32803 or to info@resortcms.com. The owner's refund will be made within 20 days after receipt of notice of cancellation or within 5 days after receipt of funds from the owner's cleared check, whichever is later.

The owner is not obligated to pay RCMS any money unless they sign the contract and submit it back to RCMS.

IMPORTANT: Before signing this contract, the owner should carefully review the original timeshare purchase contract and other project documents to determine whether there are any restrictions or special conditions applicable to the sale of the owner's timeshare interest.

x *Robin R Gandy* _____

Signed By Robin R Gandy

Signed On: September 6, 2025

Signature Certificate

Document name: RCMS Resale Contract

Unique Document ID: 56A12CA4F1E3FA9D624D53B31EC1B610C85CD29F

LEGALLY SIGNED USING
WPSignature
Build. Track. Sign Contracts.



Robin R Gandy
Party ID: cc0164b3-850c-4eb9-a5f7-890228597880
IP Address: 173.172.158.82
Security Level: E-mail

Digital Signature:

Robin R Gandy

Multi-Factor
**Digital Fingerprint
Checksum**

0ed290f5672a3edc64be12e57795dd1a



Timestamp

September 6, 2025 12:17 pm
EDT

September 6, 2025 12:21 pm
EDT

September 6, 2025 12:23 pm
EDT

September 6, 2025 12:26 pm
EDT

September 6, 2025 12:27 pm
EDT

September 6, 2025 12:27 pm
EDT

September 15, 2025 5:29 pm
EDT

Audit

RCMS Resale Contract Uploaded by RCMS Verification -
verification@resortcms.com IP 97.71.251.213

Document owner Dan@resortcms.com has handed over
this document to verification@resortcms.com
2025-09-06 12:21:49 - 97.71.251.213

Document sent for signature to Robin R Gandy -
rgandy1970@gmail.com

Document viewed by Robin R Gandy -
rgandy1970@gmail.com IP 173.172.158.82

Document signed by Robin R Gandy -
rgandy1970@gmail.com IP 173.172.158.82

The document has been signed by all parties and is now
closed.

Document viewed by Robin R Gandy -
rgandy1970@gmail.com IP 204.154.22.172



This audit trail report provides a detailed record of the
online activity and events recorded for this contract.

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