



**Timeshare**  
**Answers**  
*Timeshare Cancel Services*

**1-800-282-3206**

[TimeshareCancelServices.com](http://TimeshareCancelServices.com)

## **Do you have a Bluegreen Timeshare Contract?**

We can help! Below are a few Bluegreen resort releases that we achieved for some of our clients. Let us help you get out of your timeshare TODAY!

**Timeshare Contract Releases**

**AGREEMENT AND GENERAL RELEASE**

This Agreement and General Release (hereinafter "Agreement and General Release"), is entered into on this \_\_\_ day of \_\_\_\_\_, 201█, by and between BLUEGREEN VACATIONS UNLIMITED, INC., and all of its subsidiary, parent and affiliated companies, including its, and their shareholders, directors, officers, agents, employees, attorneys, privies, predecessors, successors and assigns, (hereinafter referred to collectively as "Bluegreen"), █, and all of its subsidiary, parent and affiliated companies, including its, and their shareholders, directors, officers, agents, employees, attorneys, privies, predecessors, successors and assigns, (hereinafter referred to collectively as "█"), and █, individually and as surviving spouse of █, along with their heirs and assigns, privies, predecessors and successors (hereinafter referred to as "Purchasers"):

**RECITALS**

**WHEREAS**, pursuant to that certain Owner Beneficiary Agreement dated September █ and bearing contract reference no. █ (the "Contract"), Purchasers purchased a timeshare interest from Bluegreen and █. At the time of their purchase, Purchasers acquired █ Annual Vacation Points as an appurtenance to their Owner Beneficiary Rights for their use within the Bluegreen Vacation Club. Purchasers financed their purchase by paying an initial deposit and executed that certain Promissory Note dated September █ (the "Note").

**WHEREAS**, Purchasers defaulted on the terms of the Note. As such, their Owner Beneficiary Rights were terminated on or about █ and █.

**WHEREAS**, to the extent Purchasers have alleged or may allege claims regarding their purchase with Bluegreen and/or █, Bluegreen and █ deny any and all such claims or allegations; and

**WHEREAS**, Purchasers, Bluegreen and █ have conferred successfully to resolve all issues and desire to fully and finally settle all differences that may or could exist between all parties.

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties' compromise of any and all disputed claims embodied in this Agreement and General Release, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. Upon execution of this Agreement and General Release, Purchasers as well as their heirs and assigns, privies, predecessors and successors knowingly and voluntarily remise, release, acquit, satisfy and forever discharge Bluegreen, [REDACTED] and their parent companies, affiliates and subsidiaries and their shareholders, directors, officers, employees, attorneys, agents, privies, predecessors, successors and assigns (“RELEASED PARTIES”) from any and all claims or liabilities, accounts stated, demands, counts, causes of actions, suits, debts, liens, monies, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, orders, variances, damages, violations of State or Federal law, judgments or executions whatsoever, in law or equity, known or unknown, including, but not limited to, those arising out of the Note, Contract and Owner Beneficiary Rights, which Purchasers had, have or may in the future have against Bluegreen and/or [REDACTED]. Bluegreen and [REDACTED] hereby fully release Purchasers, as well as their heirs and assigns, privies, predecessors and successors, from any and all claims, debts, demands, causes of actions, dues, obligations and sums of any kind whatsoever in connection with the Contract and Note. However, in the event Purchasers possess an open balance on a credit card(s) used to acquire their timeshare interest, Purchasers acknowledge and agree that such balance is valid and that it is Purchasers’ sole responsibility to pay such credit card balance and that nothing contained in this Agreement and General Release has the effect of voiding, reducing, eliminating or amending the obligations of the Purchasers to repay the balance due on such credit card.
2. Purchasers further agree that they will not file any appeals, claims, complaints, affidavits, arbitrations, chargeback requests, disputes, or other proceedings (“Proceedings”) with any court, credit card company, arbitration forum or with any regulatory or administrative agency with respect to the matters released in this Agreement and General Release against any of the RELEASED PARTIES, nor with respect to any credit card charge(s) made pertaining to the purchase of the Property, and any such Proceedings filed prior to the execution of this Agreement and General Release shall be promptly dismissed or withdrawn.
3. In consideration of Purchasers signing this Agreement and General Release and complying with the terms and conditions contained herein, Bluegreen will request that the applicable credit reporting agencies delete all credit histories which may have been directly reported by Bluegreen to the credit reporting agencies regarding Purchasers’ mortgage account with Bluegreen, if applicable. Bluegreen makes no warranties or representations to Purchasers as to the amount of time it may take for such deletion to occur once Bluegreen has requested the applicable credit reporting agencies to undertake the same.
4. Purchasers understand and agree that they would not receive the consideration specified above, except for their execution of this Agreement and General Release and the fulfillment of the promises contained herein. Purchasers agree that no refund of any monies shall be made to them in exchange for this Release.
5. Purchasers agree to never disclose any information regarding the substance and details of this Agreement and General Release. Purchasers agree to maintain the information disclosed in strict and complete confidence, except they shall follow all court orders regarding the Agreement and General Release and are allowed to consult with their legal and financial advisors regarding appropriate advice relevant to the settlement. Such confidentiality shall

include a prohibition against the creation, maintenance or contribution to any internet based website or blog which maintains as a subject matter Bluegreen, [REDACTED] and/or any alleged violations by Bluegreen and/or [REDACTED]. In response to any inquiries regarding this Agreement and General Release, Purchasers shall only state that their differences have been resolved and that the terms of this Agreement and General Release are confidential. Any violation of this paragraph shall be deemed a material breach of this Agreement and General Release. Bluegreen and/or [REDACTED] may institute an action to specifically enforce the terms of this Agreement and General Release and seek damages resulting from such breach. The prevailing party will be entitled to an award of attorney's fees and costs associated with enforcement of this Agreement and General Release in addition to any other legal or equitable relief. Purchasers further agree to make no disparaging or negative remarks, no comments, or statements to any third parties regarding the underlying matter or concerning any of the parties hereto. Any violation of this covenant shall be deemed a material breach of this Agreement and General Release, entitling the other party to legal or equitable relief, including, but not limited to seeking an injunction.

6. In case any part of this Agreement and General Release shall be deemed to be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement and General Release shall be construed and interpreted in accordance with the laws of the State of Florida. Venue for any litigation or other action related to this Agreement and General Release shall only be proper in Palm Beach County, Florida.
7. Purchasers agree that neither this Agreement and General Release, nor the furnishing of the consideration for this Agreement and General Release shall be deemed or construed at any time for any purpose as an admission by Bluegreen nor [REDACTED] of any liability or improper or unlawful conduct of any kind. It is and remains the position of Bluegreen and [REDACTED] that their conduct and course of dealing with Purchasers were at all times proper and appropriate.
8. This Agreement and General Release may not be modified except upon express, written consent of both parties, wherein specific reference is made to this Agreement and General Release.
9. This Agreement and General Release sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the parties. Purchasers also acknowledge that they have not relied on any representations, promises, or agreements of any kind, made in connection with their decision to sign this Agreement and General Release, except for those set forth in this Agreement and General Release. Any representations, oral or otherwise, not made an express part of this Agreement and General Release are hereby declared null and void.
10. In the event of a breach of this Agreement and General Release, the non-breaching party may institute an action to specifically enforce the terms of this Agreement and General Release and seek damages resulting from such breach. The prevailing party will be entitled to an award of attorneys' fees and costs associated with enforcement of this Agreement and General Release in addition to any other legal or equitable relief.
11. This Agreement and General Release shall be binding on the successors, assigns, representatives, heirs, executors and administrators of Bluegreen, [REDACTED] and Purchasers.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Agreement and General Release as of the date set forth below:

\_\_\_\_\_, PURCHASER(S) \_\_\_\_\_, 2017  
Date

and \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ who is/are personally known to me or has/have produced identification satisfactory to me, and acknowledged that he/sh /they executed same as his/her/their free act and deed.

X \_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

(Signatures continue on Following Page)

RESOLUTION  
OBTAINED BY  
TIMESHARE-ANSWERS

**CLUB DEVELOPER:**

**BLUEGREEN VACATIONS UNLIMITED, INC.**

By \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_, 2017  
Date

STATE OF FLORIDA  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ as \_\_\_\_\_ of **BLUEGREEN VACATIONS UNLIMITED, INC.**, who is personally known to me or has produced identification satisfactory to me, and acknowledged that he/she executed same as his/her free act and deed.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires:

(Signature continue on Following Page)

RESOLUTION OBTAINED BY ANSWERS  
TIMESHARE

**FACILITATOR:**

██

By \_\_\_\_\_

Name:

Title:

\_\_\_\_\_, 2017

Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ as \_\_\_\_\_ of ██████████, who is personally known to me or has produced identification satisfactory to me, and acknowledged that he/she executed same as his/her free act and deed.

X \_\_\_\_\_

Notary Public

Print Name: \_\_\_\_\_

My Commission expires:

**(End of Document)**

RESOLUTION  
OBTAINED BY  
TIMESHARE-ANSWERS

**AGREEMENT AND GENERAL RELEASE**

This Agreement and General Release (hereinafter "Agreement and General Release"), is entered into on this \_\_\_ day of \_\_\_\_\_, 201█, by and between BLUEGREEN VACATIONS UNLIMITED, INC., and all of its subsidiary, parent and affiliated companies, including its, and their shareholders, directors, officers, agents, employees, attorneys, privies, predecessors, successors and assigns, (hereinafter referred to collectively as "Bluegreen"), and █, individually and as surviving spouse of █, along with their heirs and assigns, privies, predecessors and successors (hereinafter referred to as "Purchasers"):

**RECITALS**

**WHEREAS**, pursuant to that certain Owner Beneficiary Agreement dated █ and bearing contract reference no. █ (the "Contract"), Purchasers purchased a timeshare interest from Bluegreen. At the time of their purchase, Purchasers acquired █ Annual Vacation Points as an appurtenance to their Owner Beneficiary Rights for their use within the Bluegreen Vacation Club. Purchasers financed their purchase by using equity from a prior timeshare purchase(s), paying an initial deposit and executed that certain Promissory Note dated █ (the "Note").

**WHEREAS**, Purchasers defaulted on the terms of the Note. As such, their Owner Beneficiary Rights were terminated on or about █, and

**WHEREAS**, to the extent Purchasers have alleged or may allege claims regarding their purchase with Bluegreen, Bluegreen denies any and all such claims or allegations; and

**WHEREAS**, Purchasers and Bluegreen have conferred successfully to resolve all issues and desire to fully and finally settle all differences that may or could exist between all parties.

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties' compromise of any and all disputed claims embodied in this Agreement and General Release, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:



**AGREEMENT**

1. Upon execution of this Agreement and General Release, Purchasers as well as their heirs and assigns, privies, predecessors and successors knowingly and voluntarily remise, release, acquit, satisfy and forever discharge Bluegreen and its parent companies, affiliates and subsidiaries and their shareholders, directors, officers, employees, attorneys, agents, privies, predecessors, successors and assigns (“RELEASED PARTIES”) from any and all claims or liabilities, accounts stated, demands, counts, causes of actions, suits, debts, liens, monies, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, orders, variances, damages, violations of State or Federal law, judgments or executions whatsoever, in law or equity, known or unknown, including, but not limited to, those arising out of the Note, Contract and Owner Beneficiary Rights, which Purchasers had, have or may in the future have against Bluegreen. Bluegreen hereby fully releases Purchasers, as well as their heirs and assigns, privies, predecessors and successors, from any and all claims, debts, demands, causes of actions, dues, obligations and sums of any kind whatsoever in connection with the Contract and Note. However, in the event Purchasers possess an open balance on a credit card(s) used to acquire their timeshare interest, Purchasers acknowledge and agree that such balance is valid and that it is Purchasers’ sole responsibility to pay such credit card balance and that nothing contained in this Agreement and General Release has the effect of voiding, reducing, eliminating or amending the obligations of the Purchasers to repay the balance due on such credit card.
2. Purchasers further agree that they will not file any appeals, claims, complaints, affidavits, arbitrations, chargeback requests, disputes, or other proceedings (“Proceedings”) with any court, credit card company, arbitration forum or with any regulatory or administrative agency with respect to the matters released in this Agreement and General Release against any of the RELEASED PARTIES, nor with respect to any credit card charge(s) made pertaining to the purchase of the Property, and any such Proceedings filed prior to the execution of this Agreement and General Release shall be promptly dismissed or withdrawn.
3. In consideration of Purchasers signing this Agreement and General Release and complying with the terms and conditions contained herein, Bluegreen will request that the applicable credit reporting agencies delete all credit histories which may have been directly reported by Bluegreen to the credit reporting agencies regarding Purchasers’ mortgage account with Bluegreen, if applicable. Bluegreen makes no warranties or representations to Purchasers as to the amount of time it may take for such deletion to occur once Bluegreen has requested the applicable credit reporting agencies to undertake the same.
4. Purchasers understand and agree that they would not receive the consideration specified above, except for their execution of this Agreement and General Release and the fulfillment of the promises contained herein. Purchasers agree that no refund of any monies shall be made to them in exchange for this Release. Purchasers further acknowledge and agree that any equity used from prior timeshare purchase(s) towards the purchase made under the Contract is non-refundable, and that Bluegreen will retain all monies paid by Purchasers under the Note and Contract.
5. Purchasers agree to never disclose any information regarding the substance and details of this Agreement and General Release. Purchasers agree to maintain the information disclosed in

strict and complete confidence, except they shall follow all court orders regarding the Agreement and General Release and are allowed to consult with their legal and financial advisors regarding appropriate advice relevant to the settlement. Such confidentiality shall include a prohibition against the creation, maintenance or contribution to any internet based website or blog which maintains as a subject matter Bluegreen and/or any alleged violations by Bluegreen. In response to any inquiries regarding this Agreement and General Release, Purchasers shall only state that their differences have been resolved and that the terms of this Agreement and General Release are confidential. Any violation of this paragraph shall be deemed a material breach of this Agreement and General Release. Bluegreen may institute an action to specifically enforce the terms of this Agreement and General Release and seek damages resulting from such breach. The prevailing party will be entitled to an award of attorney's fees and costs associated with enforcement of this Agreement and General Release in addition to any other legal or equitable relief. Purchasers further agree to make no disparaging or negative remarks, no comments, or statements to any third parties regarding the underlying matter or concerning any of the parties hereto. Any violation of this covenant shall be deemed a material breach of this Agreement and General Release, entitling the other party to legal or equitable relief, including, but not limited to seeking an injunction.

6. In case any part of this Agreement and General Release shall be deemed to be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement and General Release shall be construed and interpreted in accordance with the laws of the State of Florida. Venue for any litigation or other action related to this Agreement and General Release shall only be proper in Palm Beach County, Florida.
7. Purchasers agree that neither this Agreement and General Release, nor the furnishing of the consideration for this Agreement and General Release shall be deemed or construed at any time for any purpose as an admission by Bluegreen of any liability or improper or unlawful conduct of any kind. It is and remains the position of Bluegreen that its conduct and course of dealings with Purchasers were at all times proper and appropriate.
8. This Agreement and General Release may not be modified except upon express, written consent of both parties, wherein specific reference is made to this Agreement and General Release.
9. This Agreement and General Release sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the parties. Purchasers also acknowledge that they have not relied on any representations, promises, or agreements of any kind, made in connection with their decision to sign this Agreement and General Release, except for those set forth in this Agreement and General Release. Any representations, oral or otherwise, not made an express part of this Agreement and General Release are hereby declared null and void.
10. In the event of a breach of this Agreement and General Release, the non-breaching party may institute an action to specifically enforce the terms of this Agreement and General Release and seek damages resulting from such breach. The prevailing party will be entitled to an award of attorneys' fees and costs associated with enforcement of this Agreement and General Release in addition to any other legal or equitable relief.
11. This Agreement and General Release shall be binding on the successors, assigns, representatives, heirs, executors and administrators of Bluegreen and Purchasers.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Agreement and General Release as of the date set forth below:

\_\_\_\_\_, PURCHASER(S) \_\_\_\_\_, 2017  
individually Date  
and \_\_\_\_\_

STATE OF )  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ who is/are personally known to me or has/have produced identification satisfactory to me, and acknowledged that he/she/they executed same as his/her/their free act and deed.

X \_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(Signatures continue on Following Page)

RESOLUTION OBTAINED BY ANSWERS  
TIMESHARE

**CLUB DEVELOPER:**

**BLUEGREEN VACATIONS UNLIMITED, INC.**

By \_\_\_\_\_, 2017  
Name: \_\_\_\_\_ Date  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ as \_\_\_\_\_ of **BLUEGREEN VACATIONS UNLIMITED, INC.**, who is personally known to me or has produced identification satisfactory to me, and acknowledged that he/she executed same as his/her free act and deed.

X \_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

(End of Document)