



**BOQUETE PLANTATION INN & SPA
TIMESHARE CASITAS**

www.boqueteinn.com • e-mail: info@boqueteinn.com

Non-Accredited U.S. and Canadian Persons are not allowed to purchase memberships.

Escrow Instructions and Deposit Receipt

MEMBERSHIP FOR CASITAS:

ONE BEDROOM CASITA TWO BEDROOM CASITA

WEEK SELECTED: (See Calendar. Fill in #1-52) _____

PRICE: \$ _____

THIS IS MORE THAN A RECEIPT FOR MONEY, IT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. PLEASE READ IT CAREFULLY BEFORE SIGNING. SEE DEMAND LETTER BEFORE SIGNING. KEEP A COPY OF ALL FORMS, CHECKS AND LETTERS FOR YOUR FILE. VOID WHERE PROHIBITED.

DATE: _____

_____ (applicant) HEREBY DEPOSITS THE SUM OF \$ _____ U.S. by wired funds or cashier's check, as FULL PAYMENT (REQUIRED) for the price, number of the week or weeks (see calendar) specified by the Buyer to be held in escrow by the Trustee for 30 days from the above date in a non-interest bearing account at:

1. The Trustee is instructed to hold the funds in a non-interest bearing trust account until one of the following takes place:
 - i. A demand letter is received by the Trustee within 30 days from the above date, at which time the Trustee is instructed to confirm that the party making the demand for funds to be returned is the same party that deposited the funds initially, thereupon to return the funds in full, less the trustee fee of approximately 1%, to the party as instructed in the demand letter. (Include your deposit slip or fund wiring instructions.) OR
 - ii. To hold the funds in a non-interest bearing Trust account until 20 of the timeshares are sold and then to release the funds in full to the: Boquete Plantation Inn and Spa, along with all other executed documents held by the Trustee, but not to do so until after the 30 day demand for return of funds period has expired. Additional funds will be released in groups of 20. OR
 - iii. To hold the funds in a non-interest bearing Trust account up to 100 days from the date the first timeshare funds are deposited and cleared, and should 20 of the timeshares not be sold, the trustee will return all deposited and cleared funds, thereon, less the trustee fee of approximately 1%, to the parties that deposited the funds initially.
2. The Applicant acknowledges that he has read the Membership Agreement, the Terms and Conditions, the Sales Information, and all other included documents and agrees to abide by all conditions set forth herein.
3. The Applicant further acknowledges that he has been informed that the project has not started, as of this date, and the first phase is scheduled to start operations within 24 months from the date 20 of the timeshares have been sold, as set forth in paragraph ii above, and that the project cannot be used by the Member until the respective phases of the project are complete and operational.
4. The Applicant further acknowledges that the Trustee is not an owner, lender,

- or participant in the Development and does not warrant, recommend, or endorse this project and acts herein solely as an escrow holder of funds.
5. The Applicant further acknowledges that this agreement does not constitute an undertaking by Boquete Plantation Inn and Spa to proceed with the development or construction of the project, unless at least 20 of the timeshares are sold, nor does it constitute an agreement to sell the timeshare, nor does it confer any interest in or a lien upon said Resort to be constructed, or the parcel of land intended to be built upon, to or in favor of the proposed Buyer. Boquete Plantation Inn and Spa may and will take such action and record such documents pertaining to the proposed development and each of its deeded timeshares as Boquete Plantation Inn and Spa, at its sole discretion, deems necessary. The only rights accruing to the Applicant hereunder are limited to the right of the Applicant to reserve a timeshare in accordance with the terms and provisions of this Agreement, and/or to have the funds returned as set forth in 1(i) or 1(iii) above.
6. The Member will be solely and totally responsible for compliance with jurisdictional laws, registration or compliance in the country in which they reside or are a citizen.
7. The Applicant agrees to indemnify and hold harmless Boquete Plantation Inn and Spa, the Trustee and the sponsor, from any claims, demands, causes of action, liability, damage, judgment, defense costs and attorney's fees in connection with the timeshare sales program, caused by reason of the Member's breach of such law or regulation.
8. This offer is void where prohibited or restricted by law.

I, the undersigned, hereby certify under penalty of perjury, punishable by civil and/or criminal fines and/or imprisonment, that I did not first receive any written, oral, or electronic communication that contained a promotion, inducement to buy, and/or offer to sell a Membership, including but not limited to brochures, pamphlets, radio or television scripts, electronic media ads, internet ads, telephone or direct mail solicitations or any other type or means of promotion including, but not limited to, drawings, discount vacations and/or travel expenses, nor did I sign this or any other contract or agreement connected to this Membership sale within the United States of America or any state or territories of the US or Canada.

Date _____
Signature _____
Print Name _____
Address _____
Telephone _____

Location Signed _____
Citizenship _____
Passport No. _____
Bank Name _____
Bank Location _____