

BLANKET BOND TIME SHARE PLAN

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

☐ acquisition agent, ☐ plan manager of _____, (Address)

as Principal, and _____

as Surety, are held and firmly bound unto the State of Hawaii, for the benefit of purchasers, time share owners and the time share association who may have cause of action against the Principal under the provisions of Section 514E-10(b) and (c), Hawaii Revised Statutes ("HRS"), and rules promulgated pursuant thereto in the sum of _____ THOUSAND DOLLARS (\$ _____) in lawful money of the United States of America, for the payment of which to the purchasers, time share owners and the time share association well and truly to be made, we hereby bind ourselves jointly and severally, and our heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE AS FOLLOWS:

THAT, WHEREAS, the above bounden Principal has been registered under the provisions of Chapter 514E, HRS, and rules promulgated pursuant thereto, to engage in the business of time sharing.

THAT, WHEREAS, the above bounden Principal, if an acquisition agent, agrees to pay purchasers who suffer loss or are injured as a result of any violation by the acquisition agent or its employees, agents or independent contractors of any solicitation advances, or other regulations governing the use of the premises or premises in which the time sharing plan or plans are promoted.

THAT, WHEREAS, the above bounden Principal, if a plan manager, agrees to pay purchasers who suffer loss or are injured as a result of any default of the plan manager and any of its employees, directors, officers, agents, volunteers or independent contractors of their duties and responsibilities.

NOW, THEREFORE, if the Principal, its employees, directors, officers, agents, volunteers and independent contractors shall faithfully and truly comply with Section 514E-10(b) and (c), HRS, and rules promulgated pursuant thereto, then this obligation shall be void, otherwise, this obligation shall be and remain in full force and effect. A purchaser who has a right of action to recover under this bond is entitled to receive a reasonable attorney's fee, to be allowed by the court, incurred to procure the recovery under this bond; provided, however, that the aggregate liability of the Surety shall in no event, exceed the amount of the bond.

AND, the Surety shall provide, not less frequently than annually, written assurances to the director and to the time share owners association that the bond is in full force and effect.

AND, coverage under the bond shall not be affected by the plan manager's status (if such be the case) as an independent contractor or agent of the time share owners association.

AND, the amount of the bond shall be calculated according to the provisions of Section 16-106-40(b) or Section 16-106-40.1 of Chapter 106, Hawaii Administrative Rules, Time Sharing.

AND, the bond may not be changed or amended without the prior written consent of the director.

(CONTINUED ON PAGE 2)

AND, the Surety, herein named, may cancel this bond by giving thirty (30) days notice in writing to the Director of Commerce and Consumer Affairs and the time share owners association and shall thereafter be relieved of any liability of any breach of condition occurring after the effective date of cancellation.

IN WITNESS WHEREOF, we, the said Principal and the said Surety, have hereunto set our hands and seals this _____ day of _____, A.D. 20 _____.

Principal

By

Title

(CONTINUED ON PAGE 3)

NOTARIZED SIGNATURES ON PAGE 3

Print Name of Principal: _____

IN WITNESS WHEREOF, we, the said Principal and Surety have hereunto set our hands and seals this _____ day of _____, A.D. 20_____.

Subscribed and sworn to before me this _____ day of _____, A.D. 20_____.
Notary Signature: _____
Notary Public, State of: _____
My commission expires: _____
Print Name: _____

Principal: _____
By: _____
Its: _____

Doc. Date: _____	No. of Pages: _____
Notary Name: _____	Circuit Court: _____
Doc. Description: _____	

Notary Signature _____	Date _____

Subscribed and sworn to before me this _____ day of _____, A.D. 20_____.
Notary Signature: _____
Notary Public, State of: _____
My commission expires: _____
Print Name: _____

Surety: _____
By: _____
Its: _____

Doc. Date: _____	No. of Pages: _____
Notary Name: _____	Circuit Court: _____
Doc. Description: _____	

Notary Signature _____	Date _____

NOTE: Acquisition agent or plan manager may also include developer. If included, so indicate.