

**SAMPLE TIME-SHARE BOND:  
DEVELOPER (NEB. REV. STAT. § 76-1715)**

Bond No. \_\_\_\_\_

**RECITALS**

A. \_\_\_\_\_, \_\_\_\_\_ [insert state] \_\_\_\_\_  
\_\_\_\_\_ [insert type of entity], as developer and principal ("Principal")  
and \_\_\_\_\_, \_\_\_\_\_ [insert state]  
\_\_\_\_\_ [insert type of entity], as Surety (the "Surety"),  
are held and firmly bound unto the State of Nebraska, Real Estate Commission, (the  
"Commission"), as obligee, in the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), for  
the benefit of any Nebraska resident now or hereafter purchasing and/or reserving a  
time-share interval (the "Purchaser" or "Purchasers") directly or indirectly from Principal,  
its agents or employees, in the Project.

B. Principal is engaged in the sale to the public of time-share intervals in a  
time-share project known as \_\_\_\_\_ located in  
\_\_\_\_\_, \_\_\_\_\_ (the "Project").

C. Prior to the offer for sale of such time-share intervals to any Purchaser,  
Principal must comply with the Nebraska Time-Share Act (the "Act") regarding deposits  
made in connection with the purchase and/or reservation of a time-share interval (See  
NEB. REV. STAT. § 76-1715).

D. Principal has elected in lieu of individual escrow deposits to give this surety  
bond to the Commission for the benefit of Nebraska Purchasers who are entitled to the  
return of their deposits under the terms of any purchase and sale agreement with  
Principal or under the Act, as an obligation for the protection of all Purchasers..

**BOND**

The Recitals set forth above are incorporated herein. The obligation of the  
Principal and the Surety shall be void as to each Purchaser when one of the following  
actions has occurred:

- (1) The deposit has been delivered to the Principal at the expiration of the time for  
rescission or any later time in the contract for sale or reservation; or
- (2) The deposit has been delivered to the Principal because of the Purchaser's  
default under a contract to purchase the time-share interval; or
- (3) Principal has returned to Purchaser the deposit; or
- (4) Principal has deposited the Purchaser's deposit into an escrow depository in  
accordance with the requirements of the Act.

Otherwise this obligation shall continue in full force and effect, except that if it should be determined in a court of competent jurisdiction that a Purchaser is not entitled to the return of a deposit or portion thereof by reason of default, then this obligation shall be released to the extent of the amount of such deposit to which such Purchaser is not entitled.

The Surety on this bond may relieve itself of further liability by filing a notice of cancellation with the Commission, as obligee, serving similar notice on the above Principal. At the expiration of thirty days after the filing of such notice, or the filing and acceptance of a new bond covering all such subsequently accruing liability, whichever occurs first, this bond shall be canceled and the Surety shall thereby be relieved of all liability which otherwise thereafter would arise in this bond, but such cancellation or withdrawal shall not relieve the Surety of liability with respect to any claim arising prior to such date of cancellation or withdrawal.

The Surety and Principal agree that Nebraska courts shall have personal jurisdiction over the Surety and Principal for claims under this bond and that venue in Nebraska is proper.

Any Purchaser entitled to the return of purchase money paid for a time-share estate offered for sale by Principal due to the failure of Principal to honor a timely rescission, shall have the same right to make claim for such money against the Surety (in an amount not to exceed the aggregate amount of this bond) as such Purchaser would have against Principal.

Surety represents that it is duly authorized and licensed to do business in the State of Nebraska and to perform all obligations stated herein.

In witness whereof, the parties hereto have executed this Bond effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL:

SURETY:

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_