

# **LAPLAYA BEACH AND GOLF CLUB**

## **MEMBERSHIP AGREEMENT (NON-REFUNDABLE)**

## I. PURCHASE OF MEMBERSHIP

The undersigned hereby applies for the following category of membership in LaPlaya Beach and Golf Club (the "Club"):

<u>MEMBERSHIP CATEGORY</u>	<u>INITIATION FEE</u>	<u>SALES TAX*</u>	<u>AMOUNT PAID WITH AGREEMENT</u>	<u>AMOUNT OWED</u>
<input type="checkbox"/> Beach & Full Golf Membership	\$ _____	\$ _____	\$ _____	\$ _____
<input type="checkbox"/> Beach & Social Golf Membership	\$ _____	\$ _____	\$ _____	\$ _____
<input type="checkbox"/> Golf Only Membership	\$ _____	\$ _____	\$ _____	\$ _____

\* Sales tax calculated at \$7.00 per \$100 or fraction thereof of the initiation fee.

I hereby agree to pay the Club the initiation fee and the membership dues, including any applicable sales tax and other taxes for the category of membership selected above. The current amount of dues is described on a separate Schedule of Dues, Fees and Charges, and is subject to change. Submitted herewith is a check in the amount of "Amount Paid with Agreement" above (payable to LaPlaya Beach & Golf Club).

I further understand and acknowledge that my membership in the Club constitutes membership in either a Golf Club and a Beach Club combined or a Golf Club only (based on membership category). My total initiation fee of \$ \_\_\_\_\_ as indicated above consists of an initiation fee of \$ \_\_\_\_\_ (to be completed by Membership Office) paid to Hazel Lessee LLC, a Delaware limited liability company with respect to the Beach Club (the "Beach Club Initiation Fee"); and \$ \_\_\_\_\_ (to be completed by Membership Office) paid to LaPlaya Golf Club, LLC, a Delaware limited liability company with respect to the Golf Club (the "Golf Club Initiation Fee "). The Beach Club Initiation Fee and the Golf Club Initiation Fee are referred to collectively as the "Initiation Fee ". My membership privileges with respect to both the beach club facilities and the golf club facilities shall be in accordance with my membership category and the Membership Plan and Rules and Regulations of the Club.

If I fail to make any payment of the Initiation Fee when due, the Club may terminate my membership in its sole and absolute discretion.

## II. PAYMENT OF DUES, FEES AND CHARGES (CHECK APPROPRIATE BOX)

☐ **Credit Card Authorization.** I hereby request that all charges and fees be billed to my credit card listed below and hereby authorize such billing.

I certify that the below listed card is issued to me, and agree that all disputes on my credit card account relating to the Club will be promptly brought to the Club's attention. I understand that I am obligated to keep a valid approved credit card on file with the Club at all times and that I am responsible for any amounts that are not paid by the credit card company.

Credit Card Type \_\_\_\_\_

Cardholder Name \_\_\_\_\_

Cardholder Signature \_\_\_\_\_

I shall notify the Membership Office of the credit card information so that the Membership Office can input the information in the Club system.

Dues shall be billed directly to me.

I hereby acknowledge that in the event any amounts owed are not paid by the credit card company listed above, I shall be responsible for payment of such amounts upon notice from the Club. I shall be considered delinquent if such amounts or dues billed to me are not paid within 30 days after the date of notice or the monthly statement\* and will be subject to the lesser of: (i) a one and one-half percent (1.5%) late charge per month; or (ii) the maximum amount that may be contracted for, taken, reserved, charged, or received under law. This late charge shall accrue 30 days from the date of the monthly statement until the account is paid in full. I acknowledge that the Club may take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of my membership or legal action, and I shall be liable for all costs and for any expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

☐ **Club Account.** I hereby request that all dues, fees and charges be billed directly to me. I understand that payment shall be due on the first of each month, and that my Club account shall be considered delinquent if not paid within 30 days after the date of the monthly statement\* and will be subject to the lesser of: (i) a one and one-half percent (1.5%) late charge per month; or (ii) the maximum amount that may be contracted for, taken, reserved, charged, or received under law. This late charge shall accrue 30 days from the date of the monthly statement until the account is paid in full. A late charge which is collected and is in excess of the maximum amount allowed by law shall either be credited to your account or be refunded if no amount remains unpaid on your account. I acknowledge that the Club may take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of my membership or legal action. I acknowledge that I shall be liable for all costs and for any expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

\*Statements available online.

### **III. NO REFUND OF INITIATION FEE**

I hereby agree and acknowledge that my Initiation Fee shall not be refunded to me under any circumstances, including but not limited to after resignation, death, termination of privileges or 30 years after acceptance of this Membership Agreement by the Club or termination of my membership, notwithstanding any provision of the Membership Plan of the Club.

#### **IV. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS**

The undersigned acknowledges that membership in the Club permits the member to use the Club Facilities referred to in the Membership Plan in accordance with the Membership Plan and Rules and Regulations. Membership in the Club is not an investment in the Company referred to below, the Club, or the Club Facilities, and does not give a member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a member with an equity or ownership or any other property interest in the Club. A member only acquires a revocable license to use the Club Facilities in accordance with the terms and conditions of the Membership Plan and Rules and Regulations, as the same may be amended from time to time, and this Membership Agreement. All rights and privileges of members under the Membership Plan, the Rules and Regulations and this Membership Agreement, are subordinate to the lien of any mortgage encumbering the Club Facilities from time to time. The Club reserves the right, in its sole discretion, to terminate or modify the Membership Plan and the Rules and Regulations, to reserve memberships, to discontinue operation of any or all of the Club Facilities, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify or terminate any type or category or class of memberships, to convert the Club into a member-owned club, and to make any other changes in the terms and conditions of the membership or the Club Facilities available for use by members. In the event of a sale of the Club Facilities, the buyer shall take title subject to the terms and provisions of the then existing Membership Plan.

#### **V. ASSUMPTION OF RISK**

The undersigned hereby acknowledges that the use of the Club Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. The undersigned hereby accepts any and all risk of injury to myself, my guests and my family sustained while using the Club Facilities or while involved in any event or activity incident to membership in the Club. In accepting the risk of injury, I understand that I agree to indemnify and hold harmless Hazel Lessee LLC, a Delaware limited liability company (the "Company"), LaPlaya Golf Club, LLC, a Delaware limited liability company, and their affiliates and related entities, their successors and assigns, and their respective directors, officers, partners, members, shareholders, employees, and agents, and the members of the Board of Governors of the Club and any Club committee from any and all loss, costs, claims, injury, damages or liability sustained or incurred by me, my guests and my family resulting from or arising out of any conduct or event connected with membership in the Club and use of any of the Club Facilities.

#### **VI. MEMBERSHIP PLAN DOCUMENTS**

I hereby acknowledge receipt of the LaPlaya Beach and Golf Club Membership Plan and Rules and Regulations, and that I have read and understand them, and agree to be bound by the terms and conditions thereof as the same may be amended from time to time by the Club. I further acknowledge that I am not relying on any oral representations in acquiring a membership in the Club.

This Membership Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without giving effect to principles of conflicts of law.

The Club will keep all information contained within this Membership Agreement confidential.

If the member is married, the signatures of both spouses are required.

An Addendum to this Agreement \_\_\_\_ is/ \_\_\_\_ is not attached.

Dated: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Printed Name

Dated: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Spouse's Signature

\_\_\_\_\_  
Printed Name

This Membership Agreement shall not be binding on the Club until the acceptance below is signed.

ACCEPTED BY:

HAZEL LESSEE LLC, d/b/a  
**LAPLAYA BEACH AND GOLF CLUB**

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

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

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

Dated: \_\_\_\_\_

LAPLAYA GOLF CLUB LLC, d/b/a  
**LAPLAYA BEACH AND GOLF CLUB**

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

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

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

Dated: \_\_\_\_\_

**LaPlaya Beach and Golf Club**  
**9891 Gulf Shore Drive, Naples, Florida, 34108**  
**(239) 254-5000**  
**4/2021**