



MEMBERSHIP AGREEMENT

This agreement is a "Membership Agreement" under the Membership Plan for The Club at Seven Canyons (as the same may be further amended, modified or supplemented from time to time by the Company referred to hereinafter, the "Membership Plan"). Capitalized terms used and not otherwise defined in this Membership Agreement have the respective meanings given in the Membership Plan.

I. PERSONAL INFORMATION

Member's Name

Member's Birth Date

Spouse's Name

Spouse's Birth Date

Anniversary Date

Local Address

Business Address

Club
Communications
Address

Telephone:
Local Residence ()

Telephone:
Out of Town ()

Spouse Telephone ()

Member's E-mail Address

Spouse's E-mail Address

Unmarried children under the age of 26

<u>Name</u>	<u>Birth Date</u>	<u>Charging Privileges</u>	
<hr/>	<hr/>	(<input type="checkbox"/>) Yes	No (<input type="checkbox"/>)
<hr/>	<hr/>	(<input type="checkbox"/>) Yes	No (<input type="checkbox"/>)
<hr/>	<hr/>	(<input type="checkbox"/>) Yes	No (<input type="checkbox"/>)

Membership in The Club at Seven Canyons (the "Club") is subject to approval by the Company (as hereinafter defined) in its sole discretion. Upon the prospective Member signing this Membership Agreement, the undersigned prospective Member authorizes the disclosure and release of information requested by the Company for investigating the prospective Member's qualifications for membership, including without limitation, the prospective Member's credit history and law enforcement records and the contacting of the references/contacts listed herein.

In this regard, the prospective Member agrees to provide his or her social security number upon request. The prospective Member agrees to hold the Company, any manager of the Club Facilities, their respective affiliates, and their respective directors, officers, partners, members, shareholders, employees, representatives, agents and independent contractors, and all parties providing information harmless from any and all such acts. The prospective Member further agrees that all information and communications received in connection with this Membership Agreement are confidential and not subject to disclosure to the prospective Member or to any other person other than authorized Company representatives, except as required by law.

II. MEMBERSHIP

I hereby acquire a membership in the following category in the Club:

Membership Category

Membership Initiation Fee

\$ _____

I hereby agree to pay to The New Seven Canyons LLC, an Arizona limited liability company, and/or its successors or assigns, and/or their respective designees (the "Company"), the Membership initiation fee, including any applicable sales tax, or other taxes, for the category of Membership selected, together with all applicable amounts due to the Company associated with the selected Membership.

Junior Memberships shall be limited to individuals who are between the ages of twenty-one (21) and thirty-nine (39) at the time such individual's acceptance into the Membership. Upon the Junior Member's 40th birthday, the Junior Member will be required to either resign his or her Membership or upgrade his or her Membership to a Full Membership by paying to the Company the Membership initiation fee for a Full Membership, less the amount of the Membership initiation fee for the Junior Membership previously paid to the Company by the Member in connection with his or her original purchase of a Junior Membership.

Each person who acquires a Fractional Membership will be eligible to use all Club Facilities when in residence at The Villas at Seven Canyons.

III. PAYMENT OF DUES, FEES AND CHARGES

Upon being accepted for Membership, the Member hereby agrees to pay to the Company the applicable Membership dues, minimums, fees and charges together with any applicable sales tax, or other taxes with respect thereto. The current amount of dues is described on a separate Schedule of Dues, Fees and Charges and is subject to change in the Company's sole discretion. The Member is also responsible for the payment of all fees and charges incurred by Immediate Family Members, Extended Family Members and guests that are not otherwise paid at the point of sale or collected. In the event that any amounts owed to the Company are not paid on a timely basis, the Member understands that the Member may be charged a late payment charge and have the Member's Membership privileges suspended or terminated in accordance with the Rules and Regulations of the Club.

The Member can elect to have dues, fees and charges (i) billed to a credit card on file with the Company and paid by the credit card company, (ii) paid by the Company's debiting of an account at a bank or other financial institution on file with the Company, or (iii) billed to the Member's Club account and invoiced to the Member by the Company.

Please check the appropriate box and provide the required information on the Account Information Form to be submitted to the Company with this Membership Agreement.

- Credit Card Authorization. The Member hereby requests that all fees and charges be billed to the Member's credit card on file with the Company and hereby authorizes such billing by signing below. Member acknowledges and agrees that amounts charged to the Member's credit card shall be subject to a processing fee in an amount equal to 3% of the amount charged.
- Account Debit Authorization. The Member hereby requests that all fees and charges be debited from the bank or other financial institution account on file with the Company and hereby authorizes such debiting by signing below.
- Club Account. The Member hereby requests that all fees and charges be billed directly to the Member through the Club account.

Regardless of the options selected with respect to sub-paragraphs above, the Member understands that the Member is obligated to keep a valid approved credit card on file with the Company at all times and the Member, by signing below, authorizes the Company to charge dues, fees, charges and any other amounts which become delinquent as provided in the Rules and Regulations of the Club (as the same may be amended, modified or supplemented by the Company from time to time, the "Rules and Regulations") to such credit card. The Member also understands that the Member is responsible for any amounts that are not paid by the credit card company, and if applicable, the debit card company or bank or other

financial institution. The Member is required to deliver to the Company upon the submission hereof, a completed Account Information Form, which is provided herewith.

The Member acknowledges and agrees that amounts owed can be charged to the credit card, debit card or deducted from the bank or other financial institution account, as applicable, by the Company on the date of the Club statement.

In the event that any amounts owed to the Company are not paid on a timely basis, the Member also understands that the Member may be subject to a late payment charge as well as certain disciplinary action, in accordance with the Rules and Regulations.

IV. RESIGNATION AND PAYMENT OF DUES BY RESIGNED MEMBER

A resigned Member shall be obligated to continue to pay dues, fees and other charges associated with the resigned Membership except as otherwise provided herein. A Member may resign his or her Membership at any time. Should a Member desire to resign from the Club, the Member shall be required to give written fifteen (15) day notice to the Company. Further the Member will be required to pay dues through the end of the month in which they resign. Resignation of a Member is irrevocable, unless otherwise determined by the Company.

If a Member fails to pay any dues, fees, or charges within thirty (30) days of when such amount is due, the outstanding amount shall accrue interest at the rate of eighteen percent (18%) per annum and the Membership privileges of the Member may be suspended until all past due amounts and accrued interest are paid in full. And furthermore, the Company may take such other action and seek such other remedies available at law or equity.

I hereby acknowledge that the use of the Club Facilities and any privilege or service incident to Membership is undertaken with knowledge of risk of possible injury. I hereby accept 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. I agree to release and indemnify the Company, any managing entity of the Club, their affiliates, successors and assigns and their respective directors, officers, partners, members, shareholders, employees, representatives and agents and the members of any committee, in accordance with the provisions of the Rules and Regulations of the Club.

V. MEMBERSHIP PLAN DOCUMENTS

I hereby acknowledge receipt of the Seven Canyons Membership Plan and of the 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 further amended from time to time by the Company. 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 Arizona without giving effect to principles of conflicts of law.

If the prospective Member is married, the signatures of both the prospective Member and his or her spouse are required.

Date: _____

Member's Signature

Date: _____

Spouse's Signature

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

ACCEPTED BY:

Company

By: _____
Authorized Representative

Date: _____

ACCOUNT INFORMATION FORM

[Must be completed.]

The Member certifies that the below listed card is issued to the Member and agrees that all disputes on the credit card account relating to The Club at Seven Canyons will be promptly brought to the Company's attention.

Credit Card Type (VISA, Mastercard or AMEX only) _____

Card Number _____

Card Security Code (CSC) _____ Exp. Date _____

Billing Zip Code _____

Name on Card _____

[Complete if payment by Account Debit Authorization is selected.]

The Member certifies that the Member is an authorized signer on the account shown below and agrees that all disputes on the account relating to The Club at Seven Canyons will be promptly brought to the Company's attention.

Account Number _____ Account Type _____

Name of Institution _____ Routing Number _____

* The information provided on this form will be promptly uploaded by the Company onto the computer system for The Club at Seven canyons and this Account Information Form will be destroyed