

**THE CLUB  
AT**



**NAPLES BAY RESORT**

**MEMBERSHIP AGREEMENT**

I. INFORMATION

PERSONAL

Please provide the following information for our files and records:

Member's Name \_\_\_\_\_

Social Security Number \_\_\_\_\_ Birth Date \_\_\_\_\_

Spouse's Name \_\_\_\_\_ Birth Date \_\_\_\_\_

Social Security Number \_\_\_\_\_ Anniversary Date \_\_\_\_\_

Alma Mater \_\_\_\_\_ Spouse's \_\_\_\_\_

Local Address \_\_\_\_\_

Out of Town Address \_\_\_\_\_

Billing Address \_\_\_\_\_

Club Communications Address \_\_\_\_\_

Telephone: Local Residence ( ) Telephone: Out of Town ( )

E-mail Address \_\_\_\_\_ Fax Number ( )

Unmarried children under the age of 23:

<u>Name</u>	<u>Birth Date</u>	<u>Charge Privileges</u>	
_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Extended family members (children not listed above, parents, grandparents, grandchildren and great-grandchildren who will have extended family privileges):

	<u>Name</u>	<u>Relationship</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

**BUSINESS**

Member's Company Name \_\_\_\_\_ Title \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone (     ) \_\_\_\_\_ θ Retired \_\_\_\_\_

Fax Number (     ) \_\_\_\_\_ E-mail Address \_\_\_\_\_ Website \_\_\_\_\_

Spouse's Company Name \_\_\_\_\_ Title \_\_\_\_\_

Spouse's Business Address \_\_\_\_\_

Telephone (     ) \_\_\_\_\_ θ Retired \_\_\_\_\_

Fax Number (     ) \_\_\_\_\_ E-mail Address \_\_\_\_\_ Website \_\_\_\_\_

**OTHER CLUBS**

1. Name of Club/Organization \_\_\_\_\_

Type \_\_\_\_\_ City/State \_\_\_\_\_

Telephone (     ) \_\_\_\_\_ θ Present Member \_\_\_\_\_

2. Name of Club/Organization \_\_\_\_\_

Type \_\_\_\_\_ City/State \_\_\_\_\_

Telephone (     ) \_\_\_\_\_ θ Present Member \_\_\_\_\_

**II. PURCHASE OF MEMBERSHIP**

I am an owner or am purchasing a Unit in The Naples Bay Resort community (the "Community"). "Unit" shall mean a hotel unit, residential unit or marina slip in the Community. I hereby agree to acquire a Membership in The Club at Naples Bay Resort (the "Club") and agree to pay the membership deposit and documentary stamp tax indicated below to the Club:

<u>MEMBERSHIP DEPOSIT</u>	<u>DOCUMENTARY STAMP TAX</u>	<u>TOTAL AMOUNT DUE</u>
\$ _____	\$ _____	\$ _____

Pursuant to the Declaration of Covenants, Conditions and Restrictions applicable to my Unit in the Community ("Declaration"), each owner of a Unit in the Community is required to acquire and maintain a Membership in the Club prior to the closing on the purchase of the Unit. I acknowledge that I must be a Member of the Club as long as I own property in the Community.

Upon signing this Agreement, I authorize the disclosure and release of information to the Club for investigating my qualifications for Membership, including my credit history, and agree to hold the Club harmless from any and all such acts.

### **III. PAYMENT OF DUES, FEES AND CHARGES**

I hereby agree to pay to the Club the membership dues, including any applicable sales tax, or other taxes, for Membership. The current amount of dues is described on a separate Schedule of Dues, Fees and Charges, and is subject to change.

In the event that any amounts owed to the Club are not paid on a timely basis, I understand that I may be charged a late payment charge in accordance with the Rules and Regulations or a lien may be placed on my Unit in the Community in accordance with the Declaration.

### **IV. REFUND OF MEMBERSHIP DEPOSIT**

The membership deposit paid for the Membership, excluding documentary stamp tax ("Membership Deposit") will be refunded, without interest, by the Club to me within 30 days after the reissuance of the resigned Membership by the Club to a new Member, in accordance with the "Transfer of Membership" provision in the Membership Plan.

The Membership Deposit will be refunded, without interest, by the Club to me 30 years after the date the Membership is issued by the Club if I do not resign within 30 years.

The obligation to repay the Membership Deposit shall be subject to set-off for all amounts due by me to the Club under The Club at Naples Bay Resort Membership Plan and Rules and Regulations which remain unpaid upon the repayment of the Membership Deposit. The Membership Deposit may be prepaid by the Club to me in whole or in part at any time without penalty or premium.

Although I am entitled to a full refund of 100% of my Membership Deposit paid by me after resignation and reissuance of my Membership in accordance with this Section IV and the Club may not charge me a transfer fee, I acknowledge that the Club may refund to future members (including the subsequent purchaser of my Unit who acquires a Membership) less than 100% of his or her Membership Deposit after resignation and reissuance of his or her Membership or charge a future Member a transfer fee.

### **V. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS**

I acknowledge 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 Knightsbridge Partners of Naples, LLC (the "Company"), doing business as 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 Company or the Club Facilities. 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 sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, subject to the Right of First Offer provided to the Members in the Membership Plan, to add, issue, modify or terminate any type or category or class of Membership, to discontinue operation of any or all of the Club Facilities, 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. Notwithstanding anything to the

contrary, the Club may not change a Member's right to a refund of the Membership Deposit or the right to arrange for the Membership to be transferred by the Club to the subsequent purchaser of his or her Unit in accordance with the "Transfer of Membership" section of the Membership Plan.

In the event of termination of the Membership Plan, termination of any category of membership or the discontinuance of operation of all or substantially all of the Club Facilities, the affected Members will be entitled to a refund of their Membership Deposit within 30 days. In the event that the Club Facilities are sold and the buyer assumes liability for the repayment of the Membership Deposit, the undersigned shall look solely to the new owner for repayment of the Membership Deposit and the seller of the Club Facilities shall be released from all liability for the repayment thereof. 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. Neither the Company nor its affiliates shall have any liability whatsoever to the Members in the event the Club Facilities are not constructed other than the return of the Member's Membership Deposit, without interest.

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 hold harmless the Company, any manager of the Club Facilities, their affiliates, their successors and assigns and their respective directors, officers, partners, members, shareholders, employees, representatives and agents and the members of the advisory Board of Governors of the Club and any Club committee in accordance with the provisions of the Rules and Regulations of the Club.

**VI. MEMBERSHIP PLAN DOCUMENTS**

I hereby acknowledge receipt of The Club at Naples Bay Resort 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 may pledge or assign this Membership Agreement.

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

The Membership acquired hereunder shall be issued in the name of:

Member    entity

Dated: \_\_\_\_\_, 20\_\_

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

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

Dated: \_\_\_\_\_, 20\_\_

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

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

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

ACCEPTED BY

**KNIGHTSBRIDGE PARTNERS OF NAPLES, LLC,  
d/b/a THE CLUB AT NAPLES BAY RESORT**

By: \_\_\_\_\_  
Authorized Representative

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

Dated: \_\_\_\_\_, 20\_\_

**THE CLUB AT NAPLES BAY RESORT  
1484 5<sup>TH</sup> AVENUE SOUTH  
NAPLES, FLORIDA 34102  
(239) 417-1700**