

THE CLUB AT BRASADA RANCH



**THE CLUB AT
BRASADA
RANCH®**

**MEMBERSHIP AGREEMENT
(NON-REFUNDABLE)**

I. INFORMATION

PERSONAL

Applicant's Name _____

Birth Date _____

Spouse's Name _____ Birth Date _____

Anniversary Date _____

Alma Mater _____ Spouse's _____

Local Address _____

Out of Town Address _____

Billing Address _____

Club Communications
Address _____

Telephone: _____ Telephone: _____
Local Residence () 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 and grandchildren who will have extended family privileges.)

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

II. ACQUISITION OF MEMBERSHIP

I hereby apply for the following category of membership in The Club at Brasada Ranch (the "Club") (where this Membership Agreement refers to the Club taking action or having certain rights, the reference shall be to the Company identified below or its successors or assigns, or their designees):

<u>MEMBERSHIP CATEGORY</u>	<u>NON-REFUNDABLE INITIATION FEE</u>
----------------------------	--------------------------------------

- | | |
|--|----------|
| <input type="checkbox"/> Golf Membership | \$ _____ |
| <input type="checkbox"/> Athletic Membership | \$ _____ |

I am purchasing a residence or homesite in the Brasada Ranch residential community ("Property"). Pursuant to covenants recorded against all of the property within Brasada Ranch providing for mandatory membership, each owner of Property is required to acquire and maintain at least an Athletic Membership in the Club prior to the closing on the purchase of the Property. I acknowledge and agree that I must be at least an Athletic Member of the Club as long as I own Property.

I hereby agree to acquire at least an Athletic Membership in the Club upon the closing of my Property. I hereby agree to pay the above referenced non-refundable initiation fee required plus any applicable sales tax, or other taxes for the category of membership selected upon the closing of my Property.

I acknowledge I shall not be entitled a repayment of any portion of the initiation fee paid for my membership, whether after resignation, death, or otherwise, except as specifically set forth in the Membership Plan or this Non-Refundable Membership Agreement ("Membership Agreement").

Provisions for application and approval of membership do not apply to owners of Property who acquire an Athletic Membership, unless otherwise determined by the Club in its sole and absolute discretion.

III. PAYMENT OF DUES, FEES AND CHARGES

I hereby agree to pay to the Club the membership dues for the category of membership selected, together with any applicable sales tax, or other taxes with respect to dues, fees or charges. The current amount of dues for each membership category is described on a separate Schedule of Dues, Fees and Charges, and is subject to change.

Check appropriate box

Credit Card or Debit Account Authorization. I hereby request that all dues, fees and charges be billed to my credit card, or debited from a bank or other financial institution account 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 or debit 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 or debit 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 or debit card bank or other financial institution.

Credit or Debit Card Type _____

Credit or Debit Card Account Number _____ Exp. Date _____

Cardholder Signature _____

Club Account. I hereby request that all dues, fees and charges be billed directly to me through the club account.

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 Property pursuant to covenants recorded against all of the property within Brasada Ranch providing for mandatory membership.

IV. 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 Brasada Club, LLC, a Delaware limited liability company (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 and absolute discretion, to terminate or modify this Membership Plan and Rules and Regulations, to reserve memberships, to sell, transfer, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to recall any membership at any time for any or no reason whatsoever, 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 an equity, membership-owned club (whether or not the Equestrian Facilities are included in any such equity conversion program will be determined by the Company in its sole and absolute discretion), and to make any other changes in the terms and conditions of membership or in the Club Facilities available for use by members.

In the event of termination of the Membership Plan, termination of a person's category of membership, recall of a membership or the discontinuance of operation of all or substantially all of the Club Facilities, the Club will refund the membership deposit, if any, to the affected member(s). In the event that the Club Facilities are sold and the buyer assumes liability for the repayment of the appropriate membership deposit as provided in the Membership Agreement, the member shall look solely to the new owner for repayment of the membership deposit, if any, 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 (other than a foreclosure sale), the buyer shall take title subject to the terms and provisions of the then existing Membership Plan.

I hereby acknowledge that if I or any of my family members or Member Guests (as defined in the Membership Plan), in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, including without limitation the use of golf carts or pool facilities, or engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, then I or any such family member or Member Guest shall do so at my or his or her own risk. I, as well as my family members and Member Guests, assume all risks and responsibilities associated with use of the Club Facilities or otherwise associated with membership, including, without limitation, all risks of bodily

injury or damage to property (even if such bodily injury or damage to property is due to the negligence of one or more Indemnified Parties referred to below). I hereby release and shall hold the Company and its owners, subsidiaries, affiliates, successors and assigns and related companies and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and members of the Club's advisory board or committees (collectively, the "Indemnified Parties") harmless, from and with respect to, any and all loss, cost, claim, injury, damage or liability sustained or incurred by me, resulting therefrom, arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties. I shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any of my family members or Member Guests.

V. MEMBERSHIP PLAN DOCUMENTS

I hereby acknowledge receipt of The Club at Brasada Ranch Membership Plan and 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 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 Oregon without giving effect to principles of conflicts of law.

The Club may pledge or assign this Membership Agreement.

All information contained within this Membership Agreement will be kept confidential by the Club and/or the Company, except in the ordinary course of Club operations or as required by law.

An Addendum to this Agreement is/ is not attached.

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

Dated: _____, 20__

Applicant'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

**BRASADA CLUB LLC, A DELAWARE LIMITED
LIABILITY COMPANY D/B/A THE CLUB AT
BRASADA RANCH**

By: _____
Authorized Representative

Printed Name: _____

Dated: _____, 20__

**THE CLUB AT BRASADA RANCH
16986 S.W. BRASADA RANCH ROAD
POWELL BUTTE, OREGON 97753
[(541) 504-3213]**