

MEMBERSHIP

APPLICATION & AGREEMENT

Applicant's Name ("**Applicant**"): _____

Date of Birth: _____ Email Address: _____

Primary Residence Address: _____

City: _____ State: _____ Zip Code: _____

Billing Address (if different from above): _____

Telephone: (Home) _____ (Cell) _____

IF APPLICABLE:

Name of Applicant's Spouse or Significant Other: _____

Date of Birth: _____ Email Address: _____

MEMBERSHIP CATEGORY
(please check one)

☐ **MONTHLY – SINGLE** ☐ **ANNUAL – SINGLE**

☐ **MONTHLY – COUPLE** ☐ **ANNUAL – COUPLE**

GREENS FEES ARE INCLUDED FOR ALL MEMBERSHIPS.

A NON-REFUNDABLE INITIATION FEE IS DUE AND PAYABLE FOR ALL NEW MEMBERSHIPS.

A CART FEE (AS APPLICABLE) IS REQUIRED FOR EACH ROUND OF GOLF FOR BOTH MEMBERS AND NON-MEMBERS. THE CART FEE ENTITLES A MEMBER OR NON-MEMBER TO USE A CLUB GOLF CART ON THE GOLF COURSE. THE BELOW PRIVATE GOLF CART PLANS ALLOW APPLICANT(S) TO UTILIZE HIS OR HER PRIVATE GOLF CART ON THE GOLF COURSE DURING THE TERM. PRIVATELY-OWNED GOLF CARTS MUST BE REGISTERED WITH THE CLUB PURSUANT TO A PRIVATE GOLF CART AGREEMENT AND AN ANNUAL TRAIL FEE MUST BE PAID TO THE CLUB PRIOR TO USE. APPLICANT HEREBY INTENDS TO PARTICIPATE IN THE FOLLOWING GOLF CART OPPORTUNITY:

☐ **PRIVATE GOLF CART PROGRAM – SINGLE** ☐ **NO PLAN** *(pay per round)*

☐ **PRIVATE GOLF CART PROGRAM – COUPLE**

TERMS & CONDITIONS

1. Club. Stonegate Golf Club at Solivita (the "**Club**") is a golf club owned and operated by Taylor Morrison of Florida, Inc. and/or its affiliates, successors and assigns ("**Club Owner**"). Club Owner engaged and authorized Solivita Golf & Hospitality, LLC and its affiliate, Hampton Golf, Inc. (collectively, "**Hampton Golf**") to operate, manage and maintain the Club and its associated facilities (collectively, the "**Club Facilities**") on behalf of Club Owner. Each reference in this Membership Application & Agreement (this "**Agreement**") to Club Owner and/or the Club shall also mean Hampton Golf. Moreover, references herein to the "Club" in regards to decision making or the exercise of discretion shall be deemed to refer to Club Owner and Hampton Golf, and Club Owner and Hampton Golf are hereafter sometimes referred to as the "Club."

2. Membership. Upon submittal of this Agreement, Applicant hereby applies for a membership at the Club in the category specified above in accordance with this Agreement and all other Club Documents, the applicable membership benefits/fee sheet, and any other documents, agreements, instruments, policies or procedures established by the Club, which are incorporated herein by this reference, as adopted, amended and supplemented from time to time by Club Owner and/or Hampton Golf, in its sole discretion, with or without notice to Applicant. All capitalized terms used in this Agreement that are not defined herein shall have the meanings given to them in the Club's Membership Plan. In the event of a conflict between the terms of this Agreement and the Membership Plan with other printed materials, oral representations or any other information, this Agreement and the Membership Plan shall govern in that order. The Club, in its sole discretion, may waive the application of any of the Club Documents or any provision(s) contained therein, and the Club's waiver may be revoked at any time upon notice to affected persons. Upon submittal of this Agreement, Applicant authorizes the disclosure and release of information to the Club for investigating Applicant's qualifications for membership at the Club, including without limitation, Applicant's credit history. Applicant further authorizes any person or entity to furnish to the Club information requested by the Club and Applicant agrees to hold Club Owner and Hampton Golf harmless from any and all such acts related to the release of said information. Until this Agreement is approved, Applicant cannot use any of the Club Facilities.

If a Member selects a couple membership and pays couple membership dues, then said Member's spouse or Significant Other (as defined below) will be entitled to use the Club Facilities in accordance with said Member's category of membership and the Club Documents. A "**Significant Other**" is an individual who permanently resides as a domestic partner with an unmarried Member and who has been designated by the Member as such in the Club's records. Such a designation may be permitted, in the Club's sole discretion, upon approval of this Agreement and payment of any applicable fees. A Significant Other designation may be changed only once during any calendar year.

3. Term. If this Agreement is accepted and approved by Club Owner, the following term and renewal provisions shall apply to the respective membership category:

(a) Monthly Memberships. Applicant's monthly membership shall begin on the date last written below by Club Owner and shall continue on a month-to-month basis, unless terminated earlier in accordance with the Club Documents and/or upon either party providing thirty (30) days' prior written notice to the other party of its intent to terminate this Agreement.

(b) Annual Memberships. Applicant's annual membership shall begin on the date last written below by Club Owner or on January 1st, whichever is later (the "**Effective Date**") and shall continue until December 31st of the same year (the "**Initial Term**"), unless terminated earlier in accordance with the Club Documents.

(i) AN ANNUAL MEMBERSHIP SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR PERIODS, UNLESS TERMINATED EARLIER IN ACCORDANCE WITH THE CLUB DOCUMENTS (EACH, A "**RENEWAL TERM**"). BOTH PARTIES HAVE THE RIGHT TO NOT RENEW THIS AGREEMENT. IF EITHER PARTY DOES NOT WANT THIS AGREEMENT TO AUTOMATICALLY RENEW, WRITTEN NOTICE THEREOF MUST BE DELIVERED TO THE OTHER PARTY WITHIN THIRTY (30) DAYS BEFORE THE START OF A RENEWAL TERM. IF EITHER PARTY FAILS TO PROVIDE SUCH WRITTEN NOTICE TO THE OTHER PARTY, THE PARTIES UNDERSTAND THAT THIS AGREEMENT WILL AUTOMATICALLY CONTINUE AND APPLICANT AUTHORIZES THE CLUB TO COLLECT THE THEN-APPLICABLE CLUB CHARGES (INCLUDING MEMBERSHIP DUES APPLICABLE FOR THE FOLLOWING CALENDAR YEAR) AND ANY TAXES USING ANY PAYMENT METHOD THAT THE CLUB HAS ON RECORD FOR APPLICANT. For purposes of this Agreement, the Initial Term and the Renewal Term(s) are hereafter known collectively as the "**Term**."

(ii) In the event the credit card or debit card the Club has on file for Applicant are declined for payment of the then-applicable Club Charges at the time this Agreement automatically renews, the Club will send Applicant a notice of payment failure. Applicant must provide the Club with a new valid credit card or debit card within five (5) days of receiving said notice.

(iii) For the avoidance of doubt, Applicant must fulfill the entire term (i.e., through December 31st of the respective calendar year) and cannot cancel or terminate his or her membership sooner nor receive a refund of Membership Dues, in whole or in part, for any reason whatsoever.

For all memberships (whether monthly or annual, single or couple), any Member who resigns his or her membership then rejoins the Club at a later time shall be considered a new Member and is required to: (i) execute and submit another Agreement, pending Club approval; and (ii) submit payment of the then-applicable non-refundable initiation fee.

4. Payment of Accounts. Membership is subject to payment of the non-refundable initiation fee, Membership Dues and all other Club Charges as the Club may establish. Upon approval of this Agreement by Club Owner, Applicant shall pay the respective annual or monthly Membership Dues in the applicable membership benefits/fee sheet relative to the membership category indicated above and the non-refundable initiation fee pursuant to the then-applicable payment method and policy implemented by the Club (whether payment is remitted on a monthly basis, in one (1) single installment, required in advance, or otherwise); whereupon, Applicant shall become a "**Member**" for all purposes under this Agreement during the Term. If applicable, Membership Dues will be pro-rated to reflect the days or months remaining in the current month or Term respectively. The non-refundable initiation fee and Membership Dues are not refundable under any circumstances whatsoever. The non-refundable initiation fee, Membership Dues and all other Club Charges are established by the Club and subject to change from time to time. If this Agreement is rejected, Club Owner will refund all funds deposited herewith (if any), and this Agreement shall become null and void. If this Agreement is approved by Club Owner, Applicant hereby authorizes the Club to charge payment of the non-refundable initiation fee, Membership Dues and all other Club Charges associated with the applicable membership in accordance with the Payment Authorization Form (as provided by the Club). Applicant acknowledges that all payments of Club Charges are subject to applicable tax at time of payment.

5. Acknowledgement of Membership Rights. Membership at the Club permits Applicant to use the Club Facilities during the Term in accordance with the Club Documents so designated by Club Owner and Hampton Golf from time to time, each as may be amended, modified and/or supplemented from time to time, in their sole discretion. Membership is not an investment in the Club, the Club Facilities, Club Owner, or Hampton Golf, and does not give Applicant a vested or prescriptive right or easement to use the Club Facilities. Applicant acknowledges and irrevocably agrees that the Club has the right, in its sole discretion, to change the terms and conditions of the Club Documents from time to time, and that Applicant will be subject to and bound by such amended terms. Furthermore, Applicant does not acquire any equity or ownership interest in the Club or the Club Facilities, nor any limited liability company membership or any other equitable, beneficial or other ownership or managerial interest in Club Owner or Hampton Golf. Each membership is a non-equity membership and does not entitle Applicant the right to vote on any Club-related matters or participate in the operation and management of the Club Facilities. Applicant only acquires a revocable license to use the Club Facilities during the Term in accordance with the terms and conditions of the Club Documents. Club Owner may transfer all or a portion of its rights and obligations, including without limitation, its rights and obligations related to memberships, with respect to the Club to an affiliate or any third-party. MEMBERSHIPS AT THE CLUB ARE BEING OFFERED EXCLUSIVELY FOR THE PURPOSE OF PERMITTING MEMBERS TO OBTAIN RECREATIONAL USE OF THE CLUB FACILITIES. MEMBERSHIPS MUST NOT BE VIEWED OR ACQUIRED AS AN INVESTMENT AND APPLICANT MUST NOT EXPECT TO DERIVE ANY ECONOMIC PROFITS FROM MEMBERSHIP AT THE CLUB.

6. Club Facilities. The Club Facilities shall remain the property of Club Owner at all times, subject only to the provisions of the Club Documents. Club Owner, in its sole discretion, has the right to unilaterally, and without the consent of any party whatsoever, add to, alter, modify, amend, expand, and reduce the Club Facilities at any time, including additional golf facilities and other amenities. The Club may, in its sole discretion, allow Members to use such additional Club Facilities, and charge additional dues and fees for Members or certain categories of membership, or give Members the option to use the Club Facilities upon terms and conditions to be determined by the Club, in its sole discretion. Membership at the Club does not create any presumption that the Club Facilities or services that are now or hereafter available will continue to be available in their current state or condition. Use of the Club Facilities may be restricted or reserved from time to time as determined by the Club, in the Club's sole discretion, and the Club may extend privileges of the Club and the right to use the Club Facilities to such other persons and upon such terms as the Club may from time to time prescribe.

The Club reserves the right, in its sole discretion, to refuse use of the Club Facilities by any person at any time. The Club reserves the right to temporarily cease all or a portion of the Club's operation and the Club Facilities from time to time for maintenance, repair, capital improvements, renovation(s), construction, special events, and/or for any other reason determined by the Club, in its sole discretion. NOTWITHSTANDING ANY TEMPORARY CLOSURE, APPLICANT ACKNOWLEDGES AND IRREVOCABLY AGREES THAT APPLICANT SHALL BE REQUIRED TO PAY FULL MEMBERSHIP DUES AND OTHER CLUB CHARGES (AS APPLICABLE) WITHOUT ANY ADJUSTMENT DURING THE TIME OF SUCH CLOSURE OF THE CLUB FACILITIES.

7. Assumption of Risk & Indemnification. Applicant acknowledges that the use of the Club Facilities and any privilege, activity or service incident to membership at the Club is undertaken with knowledge of risk and exposure, both known and unanticipated, of possible loss, illness, harm, injury, and/or death. Applicant hereby accepts any and all risk of loss, illness, harm, injury, and/or death to Applicant and Applicant's family members and guests sustained while using the Club Facilities and/or involved in any event or activity incident to the Club and/or membership at the Club. In accepting the risk of loss, illness, harm, injury, and/or death, Applicant understands that Applicant is relieving, and hereby agrees to protect, defend, indemnify and hold harmless, Club Owner and Hampton Golf, and all of their

respective officers, directors, shareholders/members (as applicable), representatives, agents, employees, successors and assigns, any owner of all or any portion of the Club Facilities, and all of the aforementioned persons and entities' respective affiliates, parent companies, subsidiaries, successors and assigns (collectively, the "**Released Parties**") for, from and against any and all losses, costs, claims, injuries, demands, expenses, damages, actions, causes of action, and/or liability whatsoever, whether caused by the sole, contributory or gross negligence of Released Parties or otherwise, sustained or incurred by Applicant and/or Applicant's family members and guests arising out of, related to or connected with the Club, any conduct, activity or event incident to the Club and/or use of any of the Club Facilities. APPLICANT ACKNOWLEDGES AND AGREES THAT IF A MEMBER BRINGS LEGAL ACTION AGAINST ANY OF THE RELEASED PARTIES, SAID MEMBER'S MEMBERSHIP AT THE CLUB WILL BE TERMINATED EFFECTIVE IMMEDIATELY UPON THE FILING OF SAID LEGAL ACTION; WHEREUPON, SAID MEMBER SHALL PAY TO THE CLUB ALL CLUB CHARGES INCURRED AS OF THE DATE OF SAID TERMINATION, INCLUDING, WITHOUT LIMITATION, SAID MEMBER'S OUTSTANDING MEMBERSHIP DUES AND/OR CLUB CHARGES, IF ANY. The terms of this Section 7 shall survive the expiration or termination of this Agreement.

By execution and submission of this Agreement, Applicant acknowledges receipt of the Club Documents and that Applicant has read and understands them, and agrees to be bound by the terms and conditions thereof, as may be amended by Club Owner from time to time, in its sole discretion. Furthermore, Applicant hereby acknowledges that Applicant has read this Agreement in its entirety and understands the above terms and agrees to abide by such terms. The Club Documents, including this Agreement, contain the entire agreement between the parties with respect to Applicant's membership at the Club and all other representations, negotiations and agreements, written or oral, are superseded hereby and are of no force or effect. Applicant is not relying on any oral representations in applying for membership at the Club. Each reference in this Agreement to "Applicant" shall be deemed to refer to both Applicant and Applicant's spouse or Significant Other.

Applicant's Signature: _____ Date: _____

Spouse or Significant Other Signature: _____ Date: _____

MEMBERSHIP AT THE CLUB IS CONTINGENT UPON APPROVAL BY CLUB OWNER, WHICH APPROVAL SHALL BE IN CLUB OWNER'S SOLE DISCRETION. THIS AGREEMENT SHALL NOT BE BINDING ON CLUB OWNER UNTIL THE APPROVAL BELOW IS SIGNED.

Accepted and Approved By:

Taylor Morrison of Florida, Inc.,
a Florida corporation

By: Hampton Golf, Inc.,
a Florida corporation

Its: Authorized Representative

By: _____ Title: _____

Print: _____ Date: _____