

TALISKER CLUB
MEMBERSHIP
APPLICATION & AGREEMENT:
FULL MEMBER –
NON MR PROPERTY



TALISKER CLUB

TALISKER CLUB
PERSONAL INFORMATION
(Please Type or Print)

I. INFORMATION
PERSONAL INFORMATION

Applicant Name: [Mr.] [Mrs.] [Ms.] [Dr.] _____ Date of Birth: ____/____/____
Month / Day / Year

Marital Status: _____ Date of Anniversary: _____

Home Address: _____ Effective Dates: _____

City: _____ State: _____ Zip Code: _____

Mobile Telephone: _____

Home Telephone: _____ Home Facsimile: _____

E-Mail Address: _____

Park City Home Address: _____ Effective Dates: _____

City: _____ State: _____ Zip Code: _____

Park City Telephone: _____ Park City Facsimile: _____

Nature of Business or Profession: _____

Name of Company and Title: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Business Telephone: _____ Business Facsimile: _____

Business E-Mail Address: _____

Preferred Address for Billing: _____ [] Home [] Business

Preferred Address for Other Club Information: _____ [] Home [] Business

SPOUSE INFORMATION

Spouse Name: [Mr.] [Mrs.] [Ms.] [Dr.] _____ Date of Birth: ____/____/____
Month / Day / Year

Nature of Business or Profession: _____

Name of Company and Title: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Mobile Telephone: _____

Business Telephone: _____ Business Facsimile: _____

Business E-Mail Address: _____

FAMILY INFORMATION

Children under the age of 28 who qualify as Immediate Family:

Name: _____ Date of Birth: / / M/F: _____
Month / Day / Year

Name: _____ Date of Birth: / / M/F: _____
Month / Day / Year

Name: _____ Date of Birth: / / M/F: _____
Month / Day / Year

Name: _____ Date of Birth: / / M/F: _____
Month / Day / Year

Name: _____ Date of Birth: / / M/F: _____
Month / Day / Year

Name: _____ Date of Birth: / / M/F: _____
Month / Day / Year

Name: _____ Date of Birth: / / M/F: _____
Month / Day / Year

Name: _____ Date of Birth: / / M/F: _____
Month / Day / Year

OTHER MEMBERSHIPS

Name of Club: _____ Telephone: _____
City: _____ State: _____ Zip Code: _____

Name of Club: _____ Telephone: _____
City: _____ State: _____ Zip Code: _____

Name of Club: _____ Telephone: _____
City: _____ State: _____ Zip Code: _____

Name of Club: _____ Telephone: _____
City: _____ State: _____ Zip Code: _____

Name of Club: _____ Telephone: _____
City: _____ State: _____ Zip Code: _____

Name of Club: _____ Telephone: _____
City: _____ State: _____ Zip Code: _____

Property within Talisker Designated Communities being acquired: _____
(legal description for above property to be attached hereto by Applicant or the Company (referred to hereinafter))

MEMBERSHIP APPLICATION AND AGREEMENT FULL MEMBERSHIP

In accordance with this Membership Application and Agreement (“Agreement”) the undersigned applicant (the “Applicant”) hereby applies for a Full Membership in Talisker Club located in Wasatch County and Summit County, Utah and acknowledges and agrees to the following statements and provisions:

II. PURCHASE OF MEMBERSHIP

The Applicant hereby agrees to acquire a Full Membership in Talisker Club and to pay to the Club (as defined below) an initiation fee in the amount of \$_____ (the “Initiation Fee”), together with any applicable sales tax, or other taxes, with respect to the payment of the Initiation Fee. The Initiation Fee is payable upon submission of this Agreement. In the event the Applicant is not accepted for membership, the amount paid shall be returned to the Applicant without interest.

Membership in Talisker Club is subject to approval by the Club in its sole and absolute discretion. Upon the Applicant signing this Agreement, the Applicant authorizes the disclosure and release of information requested by the Club for investigating the Applicant’s qualifications for membership, including without limitation, the Applicant’s credit history and law enforcement records and the contacting of the references/contacts listed herein. In this regard, the Applicant agrees to provide the Applicant’s social security number upon request. The Applicant agrees to hold the Club, any manager of the Club Facilities (as defined in the Membership Plan), their 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 Applicant further agrees that all information and communications received in connection with this Membership Agreement are confidential and not subject to disclosure to the Applicant or to any other person other than authorized Club representatives, except as required by law.

III. PAYMENT OF DUES, FEES AND CHARGES

Upon being accepted for membership, the Applicant hereby agrees to pay to the “Club” (i.e., the Company referred to in the Membership Plan, or its successors or assigns, and/or their respective designees doing business as Talisker Club) the applicable membership dues, any food and beverage minimums established by the Club from time to time, 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 Club’s sole and absolute discretion. The Applicant is also responsible for the payment of all fees and charges incurred by Immediate Family Members, Extended Family Members and guests and not otherwise paid at the point of sale or collected.

The Applicant can elect to have dues, fees and charges (i) paid by the Club’s debiting of an account at a bank or other financial institution on file with the Club, or (ii) billed to the Applicant’s club account and invoiced to the Applicant by the Club. Regardless of the option selected, the Applicant understands that the Applicant is obligated to keep a valid approved credit card on file with the Club at all times and the Applicant by signing below authorizes the Club to charge dues, fees, charges and any other amounts which become delinquent as provided in the Talisker Club Rules and Regulations (as amended, modified or supplemented by the Club from time to time, the “Rules and Regulations”) to such credit card, though the Club has no obligation to do so. The Applicant also understands that

the Applicant is responsible for any amounts that are not paid by the credit card company, and if applicable, the bank or other financial institution. The Applicant is required to deliver to the Club upon the submission hereof, a completed Account Information Form, which is provided herewith.

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

- ☐ **Account Debit Authorization.** The Applicant hereby requests that all dues, fees and charges be debited from the bank or other financial institution account on file with the Club and hereby authorizes such debiting by signing below.
- ☐ **Club Account.** The Applicant hereby requests that all dues, fees and charges be billed directly to the Applicant through the club account.

The Applicant acknowledges and agrees that amounts owed can be deducted from the bank or other financial institution account, if applicable, by the Club on the date of the Talisker Club statement.

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

The Applicant acknowledges and agrees to the imposition of, and hereby grants and conveys to the Club, the Club Charges Lien in accordance with the terms and conditions of the Membership Plan, and if the Applicant is not the sole owner of the property identified hereinabove, then the owner or other owners of the property shall sign this Agreement in order to grant, convey and agree to the Club Charges Lien in accordance with the Membership Plan with respect to such property.

IV. REFUND RIGHT

Following resignation from Talisker Club subject to and in accordance with the provisions of the Membership Plan, and subject to the provisions set forth below, the Applicant is entitled to a refund in respect of the Initiation Fee paid by the Applicant/member. The amount of the refund is equal to the lesser of (i) the amount of the Initiation Fee paid by the Applicant or (ii) the initiation fee paid by the incoming member, without interest. The refund shall be paid within 30 days after the reissuance of the subject membership in accordance with the "Termination of Membership" section of the Membership Plan.

The Club has the right to deduct any outstanding amounts owed to the Club from the refund otherwise due as provided above.

V. REISSUANCE FEE

The Club will charge a "Reissuance Fee" (as defined in the Membership Plan) in connection with the reissuance of the subject membership pursuant to the Membership Plan, which is payable by the Applicant upon reissuance of the membership. The Reissuance Fee will be deducted from the amount of the refund due to the Applicant as provided for above.

VI. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

The Club reserves the right, in its sole and absolute discretion, to terminate the subject Full Membership. In the event that the Full Membership is terminated, the Applicant shall be entitled to receive a refund of the Initiation Fee

paid, less any amounts owed to the Club, within 30 days of the effective date of the termination.

The Applicant hereby acknowledges that if approved for a Full Membership, such Full Membership is a nonvoting, non-transferable, non-equity membership and constitutes a non-exclusive revocable license to use the Club Facilities and does not confer upon the Applicant any ownership interest, or confer upon the Applicant any vested or prescriptive right or easement, in or to use the Club Facilities nor any right to participate in the management or control of the Club Facilities. The Club Facilities are subject to change by the Club from time to time.

The Applicant further acknowledges and agrees that (i) if any payment related to the subject Full Membership (including, for example, payment of charges to the Applicant's membership account, payment of membership dues, or otherwise) is more than 30 days past due, then the Applicant's Club account and Full Membership will be delinquent. If any such payment remains outstanding for another 30 days (60 days total), the Applicant's Club account and Full Membership will be subject to suspension, including the suspension of the Applicant's Club account and all membership privileges. If any such payment remains outstanding for an additional 30 days (60 days delinquent, 90 days total), the Applicant will be subject to expulsion from Talisker Club.

By the Applicant's signature below, the Applicant hereby acknowledges receipt of the Membership Plan and the Rules and Regulations (together with this Agreement, collectively referred to as the "Membership Documents") and that the Applicant has read and understands the Membership Documents, agrees to be bound by and comply with all of the terms and conditions of the Membership Plan and Rules and Regulations, as the same may be amended from time to time at Club's sole and absolute discretion, subject to the terms of the Membership Plan, and to be responsible for compliance with such Membership Documents by Applicant's family members and their guests and invitees. The Applicant acknowledges that the Applicant is not relying upon any oral representations in connection with this Full Membership. In addition, the Applicant hereby acknowledges that this Agreement will not be considered for approval unless fully completed and signed by Applicant and the full amount of the required Initiation Fee is paid by the Applicant to the Club.

The development of and operation of the Club Facilities and all limited licenses set forth in this Agreement and the other Membership Documents may be subject to financing with liens securing such financing and the Membership Documents may be subject to termination or revocation in connection with the foreclosure by a lender or its assignee in connection with any such financing. The Club reserves the right to reserve memberships, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any party(ies) whomsoever, to add, issue or modify any type, or category of membership, or dues category, to convert the Club into an equity, member-owned club, and to make any other changes in the terms and conditions of membership or in the Club Facilities or services available to members.

In the event Talisker Club is converted to an equity, member-owned club, the subject Full Membership shall automatically be converted to an equity Full Membership in the equity club at the time of the conversion, as more particularly provided for in the Membership Plan and the Applicant agrees to execute and deliver a membership purchase agreement in the form provided by the equity club, to the equity club. Further, membership in the equity club will be mandatory for the Applicant, and for all subsequent purchasers or transferees of the property identified herein, subject to approval for membership and payment of the required membership contribution, unless exempted by the equity club.

The Company and any owner of fee title to the Club Facilities and Talisker Club assets, if different than the Company (whether one or more, the "Fee Owner"), retain and have the unilateral right and option at any time to sell or lease the Club Facilities and Talisker Club assets, or any portion thereof, to any party(ies) as determined by: (i) the Company, in the Company's sole and absolute discretion, and/or (ii) the Fee Owner, if applicable, in its sole and absolute discretion. Neither the Company nor the Fee Owner has any obligation or duty of any type or nature to offer to sell or lease the Club Facilities and Club assets to any member or group of members of the Talisker Club,

other than as specified in connection with the equity conversion provided for in the Membership Plan. Upon the written assumption by a purchaser or lessee of the Talisker Club or Club Facilities of the obligations of the Company under the Membership Plan, Rules and Regulations and membership applications and agreements then in effect, the Company and selling or leasing Fee Owner will be automatically released from any and all liability of any nature whatsoever under the Club Documents. No joinder, consent or acknowledgement by any member of Talisker Club is required for the full and final release of the Company and Fee Owner from any and all such obligations.

The Applicant shall be obligated for all acts of the Applicant and the Applicant's family members or guests in connection with their use of the Talisker Club premises including the Club Facilities, or otherwise relating to such Applicant's membership. The Applicant shall be liable for all claims, losses, damages and costs and other liability (collectively, "Claims") to the extent caused by the Applicant or a family member or guest in their respective use of, or presence on or about, the Talisker Club premises including the Club Facilities. The Applicant agrees to indemnify, defend (with counsel reasonably acceptable to the Club) and hold the Club and any third-party manager of the Club Facilities engaged by the Club, their respective affiliates, their respective successors and assigns, and their respective shareholders, partners, directors, officers, members, managers, employees, representatives and agents (collectively, the "Indemnified Parties"), free and harmless from, against and with respect to all such Claims.

The Applicant and each family member and guest accept and assume all risks and responsibilities associated with use of Club Facilities or any other facilities or services at the Talisker Club premises, including, but not limited to, 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). The Applicant acknowledges that if the Applicant or any family member or guest makes or accepts the use of any apparatus, equipment, facility, privilege or service whatsoever owned, leased, made available or operated by any Indemnified Party, or participates in any function or other activity made available, operated, organized, arranged or sponsored by an Indemnified Party, either on or off the Talisker Club premises, then such Applicant, family member or guest shall do so at his or her own risk. The Applicant, on behalf of the Applicant and all of Applicant's family members and guests, hereby releases and agrees to hold all of the Indemnified Parties free and harmless, from, against and with respect to any and all Claims resulting from the matters described above in this paragraph or otherwise arising out of or incident to membership in Talisker Club or use of the Talisker Club premises including the Club Facilities. The Applicant and each of the Applicant's family members and guests shall be obligated to execute and deliver such consents, waivers and/or releases of liability and indemnities in the form requested by the Club from time to time. In the event of any inconsistency between the provisions of this Agreement and the provisions contained in any such consent, waiver and/or release or indemnity form, the provisions contained in the form shall control.

The Applicant acknowledges that if and when accepted for membership in Talisker Club, information such as Applicant's name, phone number, address, email address, photographs of the Applicant, and other information related to the Applicant as a Talisker Club member may be used by the Club in materials distributed to Talisker Club members including, for example, membership lists and directories, Talisker Club newsletters, and invitations to Talisker Club events. All exhibits or schedules, if any, attached to this Agreement are hereby incorporated into and made a part of this Agreement for all purposes.

The failure of the Club to insist upon a strict performance of any of the terms or provisions of the Membership Plan, the Rules and Regulations and/or the Agreement, or to exercise any option, right or remedy contained therein, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. To the extent that any provision of the Membership Plan, the Rules and Regulations and/or the Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, the remaining provisions thereof shall not be affected and shall be given full force and effect.

All issues and controversies arising out of this Agreement shall be governed by the laws of the State of Utah without regard to conflict of laws principles. The prevailing party in any litigation, arbitration or other dispute resolution

arising out of this Agreement or otherwise relating to membership in Talisker Club shall be awarded attorneys' fees and costs.

THE APPLICANT ACKNOWLEDGES THAT THE APPLICANT IS APPLYING FOR MEMBERSHIP FOR THE SOLE PURPOSE OF OBTAINING SOCIAL BENEFITS AND RECREATIONAL USE OF THE CLUB FACILITIES AND NOT AS AN INVESTMENT OR WITH THE EXPECTATION OF MAKING A PROFIT FROM THE OWNERSHIP OR FUTURE TRANSFER OF THE MEMBERSHIP.

This Agreement supersedes any and all prior agreements which may have been entered into between the Company, the Applicant or any third parties in connection with Talisker Club.

The Club may pledge or assign this Agreement.

Signature of Applicant: _____ Date: _____

Printed Name of Applicant: _____

Signature of Applicant's Spouse: _____

Printed Name of Applicant's Spouse: _____

JOINDER OF PROPERTY OWNER

In the event title to the property in question differs from the name(s) of the person(s) that will hold the membership being acquired pursuant to the terms hereof, such record property title holder hereby joins in this Agreement and hereby acknowledges the obligations and duties associated with said membership in accordance with and subject to the Membership Plan, Rules and Regulations and this Agreement, and consents to the imposition of and hereby grants and conveys the Club Charges Lien on the property in favor of the Club.

Dated: _____

Signature

Name

Dated: _____

Signature

Name

[ENTITY OWNER]

Name of Entity

By: _____
Authorized Signer
Printed Name: _____
Title: _____

This Agreement is not binding upon the Company unless and until this Agreement is executed below by the Company.

Date: _____

APPROVED AND ACCEPTED BY:

TALISKER CLUB 2.0, LLC

By: _____
Brian Straight, CCM, CCE
General Manager

ACCOUNT INFORMATION FORM

[Must be completed.]

The Applicant certifies that the below listed card is issued to the Applicant and agrees that all disputes on the credit card account relating to Talisker Club will be promptly brought to the Club'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 Applicant certifies that the Applicant is an authorized signer on the account shown below and agrees that all disputes on the account relating to Talisker Club will be promptly brought to the Club's attention.

Account Number _____ Account Type _____

Name of Institution _____ Routing Number _____

* The information provided on this form will be promptly uploaded by the Club onto the accounting system for Talisker Club and this Account Information Form will be destroyed.