


CLUB

*W Club Membership
Application & Agreement*



TERMS OF MEMBERSHIP

The undersigned hereby applies for the following category of membership in the W Club:

Membership Types

<u>Membership Type</u>	<u>Initiation Fee</u>	<u>Monthly Fee</u>	<u>Applicable Discounts (1 only)^{^^}</u>
<input type="checkbox"/> Individual	\$100.00	\$95.00	<input type="checkbox"/> Resident
<input type="checkbox"/> Couple	\$100.00	\$135.00	<input type="checkbox"/> Golf Member
<input type="checkbox"/> Family	\$100.00	\$175.00	<input type="checkbox"/> Senior
<input type="checkbox"/> Corporate**	\$0.00	\$700.00	<input type="checkbox"/> Active Military/ Honorably Discharged Veteran
			<input type="checkbox"/> Retired Military Resident
<u>Membership Term:</u>	<input type="checkbox"/> Yearly Membership Contract*	<input type="checkbox"/> Monthly Memberships are subject to Initiation Fee; No Discounts Apply to Monthly Memberships.	<input type="checkbox"/> First Responder
			<input type="checkbox"/> Colorado Eagles Season Ticket Holders

*Yearly memberships are paid in 12 installments. These memberships are not subject to the Initiation Fee.

** Corporate Memberships are not subject to initiation fees or eligible for discounts. A one-year contract is required for Corporate Memberships.

Membership: Includes the use of Cardio Equipment, Circuit & Free Weight Equipment, Hot Tub, Pools, Steam Room, Locker Rooms with Showers and Towel Service. Additionally, Memberships will have access to Specialized Private and Small Group Trainings, Small Group Fitness, Yoga, Spinning, Pilates, Aquatic, and HIIT Circuit classes (additional costs may apply to listed classes and amenities).

Individual Membership: Includes one individual over the age of 18 years.

Couple Membership: Includes two individuals, at least one of which must be over the age of 18 years.

Family Membership: Includes up to 5 individuals, at least one of which is over the age of 18 years, living in the same household. Proof of residency is required for all individuals over the age of 18.

Corporate Membership: Includes up to 8 Individual **Memberships** with proof of an operating business license and proof of employment (*discounts do not apply and Corporate Memberships are not eligible for a month-to-month membership*).

^{^^}Discounts (1 only)

Resident: Adults/Head of Family: Must present 2 forms of ID to verify residency within the Water Valley, RainDance, Pelican Farms or Pelican Hills communities. Valid current Colorado State Driver's License and current Utility Bill to prove residency. **\$30**

Golf Membership: Proof of current active Pelican Lakes and/or Raindance Golf Membership **\$30**

Senior (60+): Must show proof of age. Valid current Driver's License, ID, or Birth Certificate. **\$15**

Honorably Discharge Military Veteran: Must show proof of service with military issued ID, current Driver's License with Military designation, or DD-214. **\$15**

Retired Military Resident: Must present Military Retiree ID and Proof of Residency (see definition above). This is available only for an individual **Complimentary**

First Responder: Must show proof of employment in first responder capacity. **\$15**

Colorado Eagles Season Ticket Holders: Proof of current season – season ticket holder status **\$30**

Please attach required documents for applicable discounts in box below.

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TERMS OF MEMBERSHIP

(continued)

I/we hereby agree to pay to W CLUB the membership dues for the type of membership and payment preferences selected above. The membership dues are subject to a minimum annual increase of 1%.

I/we acknowledge that a non-refundable initiation fee, in conjunction with the agreed-upon Membership Term (see above) is required for membership. I/we also acknowledge that should I/we withdraw, renege or cancel payment of dues during this contracted period, W CLUB has the right to collect payment for all remaining Membership dues by any means available or seek appropriate legal remedies as outlined in this Membership Application and Agreement (“Agreement”). Membership is contingent upon approval by W CLUB, which approval shall be at its sole discretion.

The undersigned acknowledge(s) that membership in W CLUB permits the Member to use W CLUB facilities referred to, and in accordance with, this Agreement. Membership in W CLUB is not an investment in the Company referred to below, the W CLUB or its facilities and does not provide the Member with an equity or ownership interest or any vested or prescriptive right or easement in or to use W CLUB or its facilities. A Member only acquires the revocable license to use W CLUB Facilities in accordance with the terms and conditions stated herein as may be amended from time to time. The W CLUB reserves the right, in its sole discretion, to issue, modify or terminate any or all types of membership and activities, to increase or decrease the number of memberships, to convert the W CLUB into a member owned W CLUB and to make any other changes in the terms and conditions of the membership or the W CLUB Facilities available for use by Members.

Upon execution of this Agreement, I/we authorize the disclosure and release of information requested by W CLUB for determination of my/our qualifications for membership, including, without limitation, my/our credit history.

I/we hereby acknowledge that the use of W CLUB Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possibly injury. I/we hereby accept any and all risk of injury to myself, my/our guests and my/our family sustained while using W CLUB Facilities, including, but not limited to the Aquatic pools and hot tub, W CLUB equipment or an individual member’s personal property, or while involved in any event or activity incident to membership in W CLUB. In accepting the risk of injury, I/we understand that I/we am/are relieving W Club, Pelican Lakes, LLC, and Marina One, LLC (collectively, the “Company”), its managers, officers, members, employees, agents and affiliates from any and all loss, cost, claims, injury, damages or liability sustained or incurred by me, my guests and my family resulting from or arising out of any conduct or event connected with membership in W CLUB and use of any of W CLUB’s Facilities.

I/we hereby agree to be bound by the terms and conditions herein, as the same may be amended from time to time by W CLUB. I/we further acknowledge that I/we am not relying on any oral representation in acquiring a membership in W CLUB. Applicant/Co-Applicant must sign below.

The Membership Application and Agreement shall not be binding until it is accepted by an authorized W CLUB Representative’s signature on Page 4 below. **Member charges can begin in approximately 24 hours for admin. business office entry

Date	Applicant’s Printed Name	Applicant’s Signature
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Date	Co-Applicant’s Printed Name	Co-Applicant’s Signature
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PAYMENT OF DUES, FEES AND CHARGES

I/we hereby acknowledge that all dues, fees and charges for food, beverage, merchandise and services of W CLUB which, if not paid for at time of sale, will be charged to my bank account or credit card on file. Dues and itemized charges are payable upon receipt of invoice and are late after 15 days.

A 14% annual late fee is applied to balances overdue by more than 30 days.

Dues can be ONLY paid by the following method: 1. By automatic ACH; or 2. By credit card payment based on the billing cycle (monthly/annually, etc.)

I/we authorize any and all charges incurred on my account with the W Club to be charged to the bank account or credit card listed below. I/we certify that the below listed credit card is issued to me and I/we agree that any and all disputes with my credit card on file with W Club will be resolved within one week. Further, I/we agree to update W Club with any changes to my bank account routing or account numbers or credit card numbers.

Any material breach or violation of a provision or provisions of this Agreement shall give W Club the right to terminate this Agreement and to exercise all other rights and remedies as provided by law. I/we agree that, in such an event, I/we shall be obligated to pay the W Club's reasonable collections expenses which may include but may not be limited to court costs, collection fees which are charged by W Club's collection agency at such time as the account is turned over to said collections agency and attorney fees of twenty-five percent (25%) of any unpaid balance at such time as the account is turned over to an attorney for collection. I/we further agree that all collection fees as mentioned herein shall not be deemed to be in the nature of a penalty for my default, but instead shall be deemed to be liquidated damages.

****ACH Transactions are Free directly from your bank account:**

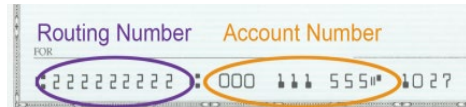
Bank Name _____

Deposit Type: Checking Savings

Bank Routing # _____

Account Type: Business Personal

Account Number _____



Signature _____

****Credit Card Transactions:**

Card number _____ Card Type: credit debit

Zip Code _____ Expiration Date _____ CVC Code _____

Cardholder's Signature _____

Staff Use Only

Membership Type: _____ Membership Term: _____ Initiation Fee: _____ Discount: _____

Total Due Monthly:

This Membership Application and Agreement shall not be binding until it is accepted by an authorized W Club Representative's Signature shown below.

Accepted by: W Club Authorized Representative

Authorized Signature _____ Printed Name _____ Date _____

Member # _____ Master List _____ POS System _____ Letter _____