

THE GROVE PARK INN RESORT Community Membership Agreement

THIS COMMUNITY MEMBERSHIP AGREEMENT (“**Community Membership Agreement**”) is entered into by and between THE GROVE PARK INN RESORT, INC., a Delaware corporation (“**Resort**”) and the undersigned member (“**Community Member**”).

PURPOSE AND INTENT

Community Membership constitutes a non-exclusive license to use the available Resort Facilities and Services as set forth in the Community Membership Plan of the Resort Community Memberships (the “**Community Membership Plan**”) and the then current Community Membership Rules and Regulations (the “**Community Membership Rules & Regulations**”). (The Community Membership Plan, this Community Membership Agreement and the Community Membership Rules & Regulations are collectively referred to as the “**Community Membership Documents**.”). By acquiring a Community Membership, the Community Member does not acquire any ownership interest in the Resort or the Resort Facilities and Services. By the same token, a Community Member is not subject to special assessments or any deficit-funding requirement, which remain the sole responsibility of the Resort Owner.

The Resort owns, operates and manages certain real property and facilities known as The Grove Park Inn Resort, located in Asheville, North Carolina. The Resort has decided to make certain of its facilities available to residents of The Fitzgerald Condominium and other Grove Park Inn communities designated by Resort (collectively, the “**Grove Park Communities**”) who are admitted into the Resort’s Community Membership Plan. The facilities which are currently available to the Community Member include an 18-hole golf course, tennis and racquetball courts, a sports complex with men’s and women’s locker room facilities, fitness center, tennis and golf pro shops, food and beverage facilities, indoor and outdoor swimming pools and The Grove Park Inn Spa (collectively, the “**Resort Facilities and Services**”). A more detailed list of the currently available Resort Facilities and Services is attached to the Community Membership Plan as Exhibit A and the current fees and charges applicable to them is set forth on the Community Membership and Guest Fee Schedule attached to the Community Membership Plan as Exhibit B (the “**Community Membership Fee Schedule**”). Access to and use of the Resort Facilities and Services is subject to the Community Membership Rules and Regulations and payment of the fees and charges set forth on the then current Community Membership Fee Schedule.

In consideration of Community Member’s payment to Resort of the Initiation Fee and the Monthly dues described below, and in further consideration of the mutual covenants set forth in this Agreement, the Resort hereby grants to Community Member, and Community Member hereby accepts from the Resort, a Community Membership in the Resort, on the following terms and conditions:

TERMS AND CONDITIONS

1. Categories of Community Membership. The Resort is currently offering individual applicants an opportunity to become a Community Member at the Resort in the following Community Membership categories:

1.1 Full Membership. This Community Membership is available to owners of residences in Grove Park Communities and entitles the Full Member to the use of all of the Resort Facilities and Services on the terms and upon payment of the Initiation Fees, Dues and Charges set forth in this Community Membership Plan.

1.2 Non-Resident Membership. This Community Membership is available owners of residences in Grove Park Communities who reside at a Grove Park Community less than one hundred eighty-three (183) days in any calendar year and whose primary residence is outside of a fifty (50) mile radius from the Resort and entitles the Non-Resident Member to use all of the Resort Facilities and Services on the terms and upon payment of the Initiation Fees, Dues and Charges set forth in this Community Membership Plan.

1.3 Social Membership. This Community Membership is available to owners of residences in Grove Park Communities who do not desire the full golf privileges available to Full Members and entitles the Social Member to the use of all of the Resort Facilities and Services on the terms and upon payment of the Initiation Fees, Dues and Charges set forth in this Community Membership Plan, including the payment of greens fees for playing golf at the Resort.

The privilege to use the Resort Facilities and Services is available to Community Member and their guests and family as permitted by this Community Membership Plan. The Resort reserves the right to offer additional Community Membership categories and to amend the current offering of Community Membership categories.

2. Term of Community Membership. The Community Membership shall commence on the date of execution of this Agreement on behalf of the Resort, as set forth under its signature below, and shall continue in effect until the earlier of: (i) a Community Member's ceasing to own a residence in a Grove Park Community, or (ii) termination of Community Member's Community Membership in accordance with the Community Membership Documents.

3. Initiation and Monthly dues. Community Member acknowledges and agrees that the Community Membership is subject to payment in full of the current Initiation Fee applicable to the classification of Community Membership which the Community Member desires. The parties agree that, except as provided in Sections 5 and 22 of the Community Membership Plan, the Initiation Fee shall constitute a non-refundable payment to the Resort.

Community Member acknowledges that the Community Membership is also subject to payment of the then current periodic dues and such other fees and charges as the Resort may establish pursuant to the Community Membership Plan (collectively, the "**Monthly dues**"). Community Member agrees to be responsible for all charges incurred by Community Member's authorized users and guests in their use of the Resort Facilities and Services.

Community Member agrees to pay all Monthly dues on or before the due date thereof. Community Member understands that delinquency in paying any amounts due may result in late charges, interest on the amount past due until paid at a rate determined by the Resort (not to exceed 18% per annum), suspension or termination of Community Membership privileges, and expulsion as a Community Member. Community Member further agrees that if he or she is delinquent in paying any amounts due, the Resort shall be entitled to recover from Community Member late charges, interest, and all costs and expenses which it reasonably incurs in attempting to collect the past due amounts, including attorneys' fees and court costs, whether or not suit is filed.

4. Receipt of Resort Documents. By execution below, Community Member acknowledges receipt of the Community Membership Documents currently in effect and agrees to be bound by and comply fully with the terms and provisions of such documents, as they may be amended by the Resort in its sole and absolute discretion, and to be responsible for compliance by Community Member's authorized users and guests. Community Member acknowledges that he or she has had the opportunity to review the Community Membership Documents and to seek professional advice to assist in evaluating the merits and risks of acquiring a Community Membership. Community Member has made the decision to acquire a

Community Membership without reliance upon any information or representations other than as set forth in the Community Membership Documents.

5. Assumption of Risks and Indemnification.

5.1 Assumption of Risk. In consideration of the Community Membership and as a condition of using the Resort Facilities, Community Member agrees to all risks associated with the use of the Resort Facilities and agrees to release and indemnify the Resort from and against any and all losses, expenses, liens, claims, demands, and causes of action of every kind and character for death, personal injury, property damage or any other liability, damages, fines, or penalties, including costs, attorneys' fees and settlements, whether or not based on the acts or omissions of the Resort, resulting from, arising out of or in any way connected with the use of the Resort Facilities by Community Member, Community Member's authorized users, and guests, or if Community Member is a legal entity, by its approved designee(s), their authorized users, and guests, except to the extent that the same are the direct result of the gross negligence or willful misconduct of the Resort or its employees. As used in this paragraph, "Resort" shall include The Grove Park Inn Resort, Inc., and its shareholders, and the successors, assigns, officers, directors and employees of The Grove Park Inn Resort, Inc. and its shareholders, and all persons, corporations, partnerships, and other entities with which it is or may in the future become affiliated. This paragraph shall survive the termination of this Agreement with respect to any property damage, personal injury, or death occurring prior to such termination.

5.2 Indemnification. Community Member, as a condition of the Community Membership, each of Community Member's designees, if Community Member is a legal entity, and their respective authorized users and guests, as a condition of invitation to use the Resort Facilities, assume sole responsibility for their personal property. Community Member acknowledges and understands that the Resort shall not be responsible for any loss or damage to any personal property which Community Member or Community Member's approved designee(s), or their respective authorized users or guests, may use or store on the Resort premises, whether in lockers or elsewhere. Community Member also acknowledges and understands that he or she shall be liable for any property damage or personal injury occurring on the Resort premises, or at any activity or function which the Resort operates, organizes, arranges, or sponsors, whether or not on the Resort premises, which Community Member or Community Member's designee(s), or their respective authorized users or guests, may cause. If Community Member or Community Member's designee arranges or sponsors any activity or function on the Resort premises, Community Member shall be responsible for any such damage or injury even if Community Member did not cause such damage or injury. Community Member agrees that the Resort may charge the cost of any such damage to his or her Resort charge account or designated credit card.

6. No Vested Interest. Community Member acknowledges that in acquiring a Community Membership, Community Member acquires only a non-exclusive license to use the Resort Facilities in accordance with this Agreement and the Community Membership Plan and in common with guests of the Resort and such other persons as the Resort may authorize from time to time. Community Member acknowledges that he or she acquires no ownership or vested rights in or to the Resort Facilities nor any right to participate in the management or control of the Resort Facilities.

7. Transfer and Assignment of Community Membership. Community Member acknowledges that the Community Membership conferred hereunder may not be pledged or assigned and is not transferable.

8. Application. The Community Member's Application for Community Membership is attached to this Agreement as **Exhibit A** (the "**Application**"). The Resort is issuing a Community Membership to Community Member in reliance on the terms and conditions of this Agreement and the Application and the Resort shall have the right to terminate the Community Membership issued to the Community

Member in the event any of the information on the Application provided by Community Member is false or misleading or in the event of a breach of the Community Membership Plan or the Resort Rules & Regulations by Community Member.

COMMUNITY MEMBER ACKNOWLEDGES THAT HE OR SHE IS ACQUIRING A COMMUNITY MEMBERSHIP FOR THE SOLE PURPOSE OF OBTAINING SOCIAL BENEFITS AND RECREATIONAL USE OF THE RESORT FACILITIES AND NOT AS AN INVESTMENT OR WITH ANY EXPECTATION OF MAKING A PROFIT FROM THE OWNERSHIP OR FUTURE TRANSFER OF THE COMMUNITY MEMBERSHIP.

This Community Membership Agreement shall not be binding upon the Resort unless and until the approved and accepted on behalf of the Resort as evidenced by its signature below.

IN WITNESS WHEREOF, the Resort and Community Member have caused this Agreement to be executed on their behalf as of the date of acceptance by the Resort set forth below.

RESORT:

COMMUNITY MEMBER:

THE GROVE PARK INN RESORT, INC.,
a Delaware corporation

(Printed Name)

By: _____

Its: _____

(Signature)

Date: _____

CO-COMMUNITY MEMBER

(Printed Name)

(Signature)

Date: _____

(If Community Membership is to be issued in joint names, both Community Members must sign this Community Membership Agreement.)



ASHEVILLE, NC

EXHIBIT A

COMMUNITY MEMBERSHIP APPLICATION

I hereby apply for a Full Social Non-Resident Community Membership at The Grove Park Inn Resort & Spa.

Applicant's Name _____ Date of Birth _____

Grove Park Residence Address _____

Permanent Residence Address (if different) _____

City _____ State _____ ZIP Code _____

Home Phone (____) _____ Cell (____) _____ Fax (____) _____

Email Address _____

Occupation/Title _____

Name of Business _____

Business Address _____

City _____ State _____ ZIP Code _____

Business Phone (____) _____ Fax (____) _____

Preferred Phone Number: Home Phone Cell Business

Co-Applicant's Name _____ Date of Birth _____

Home Phone (____) _____ Cell (____) _____ Fax (____) _____

Email Address _____

Occupation/Title _____

Name of Business _____

Business Address _____

City _____ State _____ ZIP Code _____

Business Phone (____) _____ Fax (____) _____

Preferred Phone Number: Home Phone Cell Business

I prefer all Club correspondence to be mailed to my: Grove Park Residence Permanent Residence
 Business Other

Other Address _____

City _____ State _____ ZIP Code _____



CHILDREN

All unmarried children of the Applicant up to age twenty-three (23) who are either living at home, attending school full-time, or in the Military hereby designated by Community Member(s) to have access to the Resort pursuant to Community Member's Community Membership (proof may be requested):

	Name	Date of Birth	Male/Female	School Attending/Military Branch
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

PREVIOUS/CURRENT CLUB AFFILIATIONS

	Club Name	Active Community Member?
	Y/N	
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

PERSONAL REFERENCES

1. Name _____

Occupation/Title _____

Name of Business _____

Business Address _____

City _____ State _____ ZIP Code _____

Home Phone (____) _____ Business Phone (____) _____

2. Name _____

Occupation/Title _____

Name of Business _____

Business Address _____

City _____ State _____ ZIP Code _____

Home Phone (____) _____ Business Phone (____) _____



APPROVAL FOR COMMUNITY MEMBERSHIP

I understand that I will not be entitled to Community Membership privileges nor be considered a Community Member until this Application is approved by The Grove Park Inn Resort & Spa. The Grove Park Inn Resort & Spa will determine, in its sole discretion, whether an Application has been approved.

RECEIPT OF BY LAWS, COMMUNITY RULES AND REGULATIONS

I acknowledge receipt of a copy of The Grove Park Inn Resort & Spa’s Community Membership Plan, Community Membership Agreement, Community Rules and Regulations (collectively, the “Community Membership Documents”), and agree to be bound by all of the terms and conditions of the Community Membership Documents, with the same being subject to amendment from time to time by the Club in its sole and absolute discretion.

VERIFICATION OF APPLICATION

Upon execution of this Application, I authorize the disclosure and release of information to The Grove Park Inn Resort & Spa for investigating my qualifications for Community Membership and authorize those persons or entities herein to furnish information to The Grove Park Inn Resort & Spa.

TERMS OF COMMUNITY MEMBERSHIP

I hereby apply for a Community Membership at The Grove Park Inn Resort & Spa and acknowledge and agree to the following terms and conditions:

Initiation Fee \$ _____ Monthly Dues \$ _____

I understand and agree that acceptance and continuation of Community Membership is subject to payment of all applicable initiation fees, dues, and other charges as may be incurred from time to time.

Signature confirms that all information given in this application correct.

X _____
Signature of Applicant Date

X _____
Signature of Co-Applicant Date