



THE HERMITAGE

Club

AT HAYSTACK MOUNTAIN

Family Legacy Membership Plan

THE HERMITAGE CLUB AT HAYSTACK MOUNTAIN
MEMBERSHIP AGREEMENT

MEMBERSHIP FEATURES AND FACILITIES

Introduction

This Membership Plan, including the Rules and Regulations and the Membership Agreement, sets forth the rights and privileges of membership, for members, their families, and guests to use the Club Facilities at The Hermitage Club at Haystack Mountain.

Definition of Membership

The Family Legacy Membership is a four season membership in The Hermitage Club at Haystack Mountain that includes all operational facilities; skiing, golf, Club House and Hermitage lodging amenities. A Family Legacy Membership requires a one-time membership fee with an annual operations fee due thereafter. Each member acquiring a membership shall be entitled to use The Hermitage Club at Haystack Mountain Facilities and benefits as set forth in the Membership Agreement, Club Guidelines, Rules & Regulations.

Family Legacy Membership Benefits

The Hermitage Club at Haystack Mountain Family Legacy Membership benefits include:

1. Spouses and their children age 25 and under are included in the membership and will receive unlimited skiing, golf, use of the driving range, tubing, ice skating and cross country skiing. The Family Legacy membership will also receive 75 complimentary guest ski passes and 20 complimentary guest golf passes.
2. Members are permitted to snowmobile on the ski trails from 4:30pm to 10:00pm. Four-stroke snowmobiles are required. Snowmobiles must be registered with the Club.
3. Members have access to the fitness center and family game room (subject to age requirements). For additional fees, members have access to child care, snow sports school and special events.
4. Children over the age of 25, extended family, other family, friends and colleagues are all considered guests. Children over the age of 25 and extended family are allowed to visit 8 days per year and other guests are allowed to visit 4 days per year. (Visits to the Clubhouse *after* 4pm will not be counted against the number of visits allowed.) All guests must be preregistered and are subject to the club's daily overall limits.

5. 10% discount on the following:

Rooms	Snowmobile Tours
Lunch and Dinner at Public Venues (No meal discount at the Club House)	Kids Snowmobile Tours
Gift Shop Merchandise	Horse-drawn Sleigh Rides
Wine Cellar Store	Shuttle Service
Pro Shop Merchandise	Mountain Bike Rentals

Family Privileges

The immediate family includes spouses and their children age 25 and under. The immediate family will receive unlimited skiing, golf, use of the driving range, tubing, ice skating and cross country skiing.

Extended family includes the member's children over the age of 25 and the member's parents, grandparents, grandchildren and spouses of such family members.

The member's siblings, aunts, uncles, nieces, nephews, etc. are not considered extended family.

Extended family guests are allowed to visit 8 days per year and will not be issued membership cards or seasonal ski passes (Exception: Parents of members are not subject to the eight days per year limit.) Extended family guests will draw from the member's pool of guest passes when skiing or golfing.

Extended family guests may use the club unaccompanied by the member but they must be preregistered and are subject to the club's overall daily guest limits.

The Hermitage Club at Haystack Mountain reserves the right to restrict the use of Club Facilities by extended family guests and adopt such rules with respect thereto as it shall determine, from time to time.

Guest Privileges

Members may invite guests to use the Club Facilities in accordance with the Rules and Regulations of the Club and upon payment of any fees as may be determined. The Hermitage Club at Haystack Mountain may limit the number of guests, and the number of times a guest may use the Club facilities, during any membership year. The Club member, regardless of its membership category, shall be responsible for the payment of charges incurred by his/ her guests. Members will be responsible for the conduct of their guests.

The Family Legacy Membership is entitled to:

75 guest ski passes annually and 20 guest golf passes annually

Extended family guests are allowed to visit 8 days per year. All other types of guests (other family, friends, colleagues, etc.) are allowed to visit 4 days per year. Both extended family and

other guests draw from the member's pool of guest passes when skiing or golfing. All guests must be preregistered and are subject to the club's overall daily guest limits. Extended family guests may use the club unaccompanied by the member. All other types of guests (other family, friends, colleagues, etc.) must be accompanied by the member.

The Club prohibits the selling (for a fee) of guest skiing or other passes by members and/or their guests.

Fee Required to Acquire Membership

Each person who desires to acquire a Family Legacy Membership will be required to pay a partially refundable initial membership fee to the Club in an amount determined by the Club. An initial membership fee is not transferable except as specifically provided in this Family Legacy Membership Plan and is refundable only in accordance with this Family Legacy membership plan, the Rules and Regulations of the Club, and the Family Legacy Membership Agreement. In the event a membership application is not accepted by the Club, and/or approved by the Admissions Committee, 100% of the membership fee and taxes less a \$50 administrative fee shall be returned within 90 days of non- acceptance.

Dues

Each Membership, other than The Hermitage Club at Haystack Mountain Employee Membership, shall be required to pay an annual Hermitage Club operations fee. The Club will determine the amount of dues, fees and charges to be payable each year by members. Dues are to be paid on an annual basis, unless otherwise determined by the Club from time to time. The current dues, fees and other charges for use of the Club are indicated on the Schedule of Dues and Charges. The amount and timing of dues, fees and other charges is subject to change by the Club. The Club may, in its sole discretion, establish a food and beverage minimum.

The Hermitage Club at Haystack Mountain membership year will constitute a (12) month period commencing December 1st and ending November 30th unless otherwise established by the Club. A resigned member is obligated to continue payment of dues, fees and other charges associated with the resigned membership until the earlier of: (i) the resale of the membership by the Club, or (ii) the end of the membership year in which the resignation occurs. A resigned member is not permitted to use the Club facilities following membership resignation. In the event there are any past due amounts owed the Club by a resigned member, the Club reserves the right to move the member's resigned membership to the bottom of the reissue waiting list until such amounts have been paid in full.

Refund Policy

Reference Club Guidelines, Rules and Regulations (Section: Return of Membership Fee and Transfer of Membership). Only fully subscribed members are eligible to receive an 80% refund of the initiation fee upon resignation. Members who choose an initiation fee payment plan will receive no refund if they resign prior to having paid the initiation fee in full.

Also note that any incentive credits received upon joining are earned on a pro rata basis and are fully earned on the 3rd anniversary of joining. If the member resigns before their 3rd anniversary any unearned incentive credits will be deducted from the amount of the refund.

**THE HERMITAGE CLUB
AT HAYSTACK MOUNTAIN
PROSPECTIVE MEMBER INFORMATION**

I. *PERSONAL INFORMATION

Primary Member Name: (Mr. Mrs. Ms.) _____
First Middle Last Nickname

Social Security Number _____ Birth Date: _____

Email: _____ OK to use for billing statement? _____

Cell Phone: _____

Spouse's Name (Mr. Mrs. Ms.) _____
First Middle Last Nickname

Social Security Number _____ Birth Date: _____

Email: _____

Cell Phone: _____

Primary Residence Address: _____
Number Street Town, State Zip Code

Primary Residence Phone (Landline) _____

Secondary Residence Address: _____
Number Street Town, State Zip Code

Secondary Residence Phone (Landline): _____

Billing Address _____
Number Street Town, State Zip Code

Fax Number: _____

Children age 25 and under:

Name _____ Birthdate (mm/dd/yyyy) _____

School _____ Cell Phone _____

Relationship _____ Charging Privileges Yes / No

Name _____ Birthdate (mm/dd/yyyy) _____

School _____ Cell Phone _____

Relationship _____ Charging Privileges Yes / No

Name _____ Birthdate (mm/dd/yyyy) _____

School _____ Cell Phone _____

Relationship _____ Charging Privileges Yes / No

Name _____ Birthdate (mm/dd/yyyy) _____

School _____ Cell Phone _____

Relationship _____ Charging Privileges Yes / No

Name _____ Birthdate (mm/dd/yyyy) _____

School _____ Cell Phone _____

Relationship _____ Charging Privileges Yes / No

Name _____ Birthdate (mm/dd/yyyy) _____

School _____ Cell Phone _____

Relationship _____ Charging Privileges Yes / No

***BUSINESS**

Company Name _____ Title _____

Business Address _____

Telephone () _____ Years in Present Employment _____ () retired

Email Address _____

Spouse's Company Name _____ Title _____

Spouse's Business Address _____

Telephone () _____ Years in Present Employment _____ () retired

Email Address _____

THE HERMITAGE CLUB AT HAYSTACK MOUNTAIN MEMBER REFERENCES

1. _____
Member Name

2. _____
Member Name

3. _____
Member Name

4. _____
Member Name

***PERSONAL REFERENCES – OTHER THAN HERMITAGE CLUB MEMBER REFERENCES**

Name Town, State Telephone Number ()

Years Known _____

Name Town, State Telephone Number ()

Years Known _____

Would you recommend your references as prospective Club members? Yes No

OTHER CLUB REFERENCES

1. _____
Name of Club/Organization

Type Address Telephone ()

Contact Person Year Accepted

2. _____
Name of Club/Organization

Type Address Telephone ()

Contact Person Year Accepted

* Starred sections above are required

II. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

The undersigned acknowledges 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 is not an investment in The Hermitage Club at Haystack Mountain, or Hermitage Inn Real Estate Holding Co., LLC, or the HCOC, LLC, or the Club Facilities, and does not give a member any vested property rights to use the Club Facilities. Membership in the Club does not provide a member with equity or ownership or any other property interest in the Club Facilities. A member only acquires a revocable license to use the interest in 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 this Membership Plan, the Rules and Regulations and the Membership Agreement are subordinate to the lien of any mortgage encumbering the Club Facilities from time to time. The Club reserves the right to terminate or modify the Membership Plan and the Rules and Regulations, to reserve memberships, to discontinue operation of any or all of the Club Facilities, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whosoever, to issue, add, modify or terminate any type or category of membership, to convert the Club into a member-owned club, and to make any other changes in the terms and conditions of the membership or the Club Facilities available for use by members. In the event that the Club Facilities are sold and the buyer assumes liability for the repayment of the membership deposit, the undersigned shall look solely to the new owner for repayment of the membership initial investment and the seller of the Club Facilities shall be released from all liability thereof.

III. HOLD HARMLESS

The undersigned hereby acknowledges that the use of the Club Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. The undersigned hereby accepts any and all risk of injury to myself, my guests and my family sustained while using the Club Facilities or involved in any event or activity incident to membership in the Club. In accepting the risk of injury, I understand that I am relieving the Hermitage Inn Real Estate Holding Co., LLC and the HCOC, LLC, their successors and assigns and their respective directors, officers, partners, members, shareholders, employees and agents and any Club committee 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 the Club and use of any of the Club Facilities.

IV. PURCHASE OF LEGACY FAMILY MEMBERSHIP

The undersigned hereby applies for membership in The Hermitage Club at Haystack Mountain (the "Club") and agrees to pay the Total Amount Due as set forth below, in full with this Agreement.

Option #1 Pay in full

- Payment of \$75,000.00 initiation fee plus 7% tax. A total of \$80,250.00 is due upon application.
- Dues waived through 11/30/2016 and then standard family legacy dues start as of 12/1/2016.
- \$5,000.00 house account credit. (Incentive credits may not be used to pay dues or locker fees.)

Option #2 Pay in 4 annual installments

- First payment of \$18,750.00 plus 7% tax. A total of \$20,062.50 is due upon application.
- 2nd, 3rd, and 4th payments are due annually on the anniversary of the membership date.
- Dues waived through 11/30/2016 and then standard family legacy dues as of 12/1/2016.

I choose option # _____

Total Paid Upon Application _____ Check Number _____

The Membership fee is due and payable upon application. If the applicant is not accepted for Membership, then the monies less the defined administrative fee shall be returned to the applicant.

Membership is at the sole discretion of the Club and is contingent upon approval by the Club's Admissions Committee. Upon signing this Agreement, the undersigned authorizes the disclosure and release of information to the Club for investigating his/her qualifications for membership, including his/her credit history and agrees to hold the Club harmless from any and all such acts.

V. PAYMENT OF HOUSE CHARGES AND INCIDENTALS

I authorize The Hermitage Club at Haystack Mountain to charge any outstanding balance to the credit or debit card account listed below. I certify that the below listed credit or debit card number is issued to me and all disputes will be directed to the Club. I agree that I will submit written notification to the Club giving thirty (30) days' notice of a change or termination in my credit or debit card account and will provide the Club with a current credit or debit card account. Please check the following:

Master Card Credit Card _____ Master Card Debit Card _____

Visa CreditCard _____ Visa Debit Card _____

American Express Credit Card _____

Card Number _____

Expiration Date _____ Security Code _____

Cardholder Signature _____

Additional Cardholder Names _____

Relationship to Cardholder _____

VI. MEMBERSHIP PLAN DOCUMENTS

I hereby acknowledge receipt of The Hermitage Club at Haystack Mountain Membership Agreement and The Hermitage Club at Haystack Mountain 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 representation in acquiring a membership in the Club, nor any representation other than contained herein.

This Membership Agreement may not be amended or modified, nor shall any waiver of any provision hereof be effective, except by an instrument in writing executed by the undersigned and the Club. This Membership Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Vermont.

An Addendum to this Agreement _____ is/ ___ is not attached.

____ I have read and understand the Club’s facilities and agree to abide by the rules and regulations.

Dated: _____
Applicant’s signature

ACCEPTED
BY:

**HCOC, LLC
d/b/a THE HERMITAGE CLUB AT HAYSTACK
MOUNTAIN**

By: _____
Authorized Representative

Date: _____

**The Hermitage Club at Haystack Mountain
Membership Center Contact Information**

Physical Address:
183 Gatehouse Trail
Wilmington, VT 05363

Mailing Address:
PO Box 2210
West Dover, VT 05356

Telephone: 802-464-7734
Fax: 802-464-0252
Email: info@hermitageclub.com