



THE SEAGATE - SUMMER MEMBERSHIP PROGRAM INTRODUCTION LETTER

April 2015

The Seagate Summer Membership Program Applicants:

Thank you for your interest in The Seagate Summer Membership Program ("Summer Membership"). The following information is attached to this letter: (1) The Seagate Summer Membership Program Application and (2) The Seagate Summer Membership Program Rules, Regulations, and Conditions of Membership. These documents contain all pertinent information on The Seagate Summer Membership Program. The application needs to be completed and fully executed by both the applicant and co-applicant.

We are excited to announce that the Summer Membership also includes membership privileges at the Seagate Country Club. Please refer to the schedule of fees located within the membership materials for additional related costs for use charges that may apply.

The Seagate Summer Membership Program Dates and Information:

- **Begin Date:** May 11th, 2015
- **Termination Date:** October 11th, 2015
- **Dues:** \$4,000.00 (Family of Four), (\$300/additional child), plus sales tax.
- **Dues Payable** May 1st, 2015, in advance.

In addition to the fully executed documents, please provide the following information:

- Copy of a valid driver's license for applicant and co-applicant.
- Proof of residence, such as a utility bill that corresponds to the driver's license information.

Once all the material and requisite dues have been received, your application will be processed. Once your application has been accepted, you will be assigned a member number.

Thank you for your interest. We hope you enjoy the use of the Seagate facilities.

Sincerely,
SEAGATE HOSPITALITY GROUP, LLC

THE SEAGATE SUMMER MEMBERSHIP PROGRAM - SCHEDULE OF FEES

The Seagate Summer Member Program Dues

\$4,000.00

Program Term: May 11th, 2015 – October 11th, 2015

Memberships are limited and may not be offered at certain times.

Seagate Country Club

18-Hole Joe Lee Designed Golf Course
 Golf Driving Range
 Golf Practice Facilities
 4 Clay Tennis Courts
 Pool & Fitness Center
 Pro Shop - PGA Professional Instructors
 Card Rooms

Seagate Beach Club

Direct beach access
 Ocean view casual and fine dining restaurants
 Complimentary valet parking
 Beachside swimming pool
 Towel service, chairs and umbrellas
 Poolside and beach beverage service
 Cabana rentals

Seagate Country Club Fees

Guest Fees
\$50 incl. Cart

Cart Fees
 18 Holes \$40
 9 Holes \$20

Club Storage
\$100

Lockers
 \$100

Locker and Club Storage are provided based on a first come first serve basis.

Seagate Beach Club Fees

Daily Cabana Fee - \$35
Daily Guest Fee - \$15

Kid's Club & Classes
 \$10 Members / \$15 Guests

Arrangements for watersports activities can be made through the Club or Concierge

Scuba diving, snorkeling, surfing, paddle boarding, sailing, and kayaking

Please see the Rules and Regulations for specific details and definitions.

A six percent (6%) sales tax will be added to dues and fees. Costs and programs are subject to change without prior written notice. Applicants and Members are subject to the Club Rules and Regulations.





Seagate Member Application

Club Management: Request is hereby made for membership in the Seagate facilities as selected below ("Seagate"). The undersigned has/have read, and understand(s) the Rules, Regulations and Conditions of Membership of the Seagate and unconditionally agrees(s) to be bound by the terms as may be amended from time to time. All family members to receive Seagate cards and charging privileges must be named herein. Complete the Member Application in its entirety and sign as indicated. Return the Member Application with your check made payable to the Seagate for the required amount.

Membership Type

Application Date: _____

Resort Membership
 Country Club Membership
 Beach Club Membership
 Yacht Club Membership
 Summer Membership

Memberships are limited and may not be offered at certain times. See the attached Schedule of Fees.

Applicant Information (To Be Completed by the Primary Applicant)

Full Name: _____ Date of Birth: _____
Last First M.I.

Primary Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Secondary Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Home Tel: _____ Email 1 _____

Mobile _____ Email 2 _____

Other/Fax _____ Facebook _____

Business Name: _____ Title/Position _____

Business Description _____

Co-Applicant Information
(Co-Applicant, Spouse or Domestic Partner Information)

Full Name: _____ Date of Birth: _____
Last First M.I.

Primary Address: _____ Apartment/Unit # _____

Street Address City State ZIP Code

Secondary Address: _____ Apartment/Unit # _____

Street Address City State ZIP Code

Home Tel: _____ Email 1 _____

Mobile _____ Email 2 _____

Other/Fax _____ Facebook _____

Children: Please list all Children regardless of age living in the household. Unmarried Children Age 13-21 living at home will be issued a Membership Card. (Photo ID required).

First Child

Full Name: _____ Date of Birth (Age): _____
Last First M.I.

Additional Child

Full Name: _____ Date of Birth (Age): _____
Last First M.I.

Additional Child

Full Name: _____ Date of Birth (Age): _____
Last First M.I.

Additional Child

Full Name: _____ Date of Birth (Age): _____
Last First M.I.

Additional Child

Full Name: _____ Date of Birth (Age): _____
Last First M.I.

Mail Preference

Please indicate the address to mailing address to receive newsletters and invoices.

Billing
 Address: _____
 Street Address *Apartment/Unit #*

City *State* *ZIP Code*

Applicant Email _____ Co-Applicant Email _____

Newsletter & Invoice Preference Electronic (Where Available)
 Hard Copy

Vehicle Information

Please furnish the information regarding your vehicle, access to The Seagate Country Club grounds will require an additional form to be completed as well as a copy of a valid Driver's License(s) and Vehicle Registration(s). Maximum (3) three Vehicles per Membership.

Vehicle License Plate / State _____

Vehicle Make / Model / Color: _____

Vehicle License Plate / State _____

Vehicle Make / Model / Color: _____

Vehicle License Plate / State _____

Vehicle Make / Model / Color: _____

Member Application Signature

Upon signing this Member Application, I authorize the disclosure and release of information to the Seagate for investigating my qualifications for membership. I agree that all information and communications received by the Seagate in connection to my Member Application are privileged, confidential, and not subject to disclosure to me or to any other person, other than Seagate personnel. I agree never to make demand on the Seagate or any other person to disclose any of the information or communications to me and I release the Seagate, its owners, managers, members, officers, agents, directors and employees and any person providing information or communications from any liability in connection therewith.

Applicant understands that the Seagate and its facilities owned by HHC Atlantic, LLC, a limited liability company, HHC Seagate Hamlet, LLC, a limited liability company Seagate Marina, LLC, a limited liability company, (together the "Company") and may be operated by a company affiliate or third party manager. A membership in the Seagate is not an investment, nor does it provide an equity or ownership interest in the Seagate, its facilities, the Company or the Seagate manager. Applicant acknowledges receipt of the Rules, Regulations and Conditions of Membership and Applicant unconditionally agrees to abide by all terms and conditions contained therein. (All fees dues, charges, and the like are subject to Florida Sales Tax, where applicable and are subject to change without notice.)

Each member and all users (specifically including Spouse) shall be jointly and severally liable for all dues, fees, and other charges and liabilities associated with Membership and agree to be legally and financially responsible for his or her acts or omissions, as well as those of his or her immediate family, guests, and invitees. A major credit card is required for Membership activation and must remain active through the term of membership, per the Credit Card Authorization which must be completed and signed as part of this Member Application.

If Applicant is married or has a domestic partner both parties must sign as Applicant and Co-Applicant must sign.

Applicant
Signature: _____ Date: _____

Co-Applicant
Signature: _____ Date: _____

Application Approval

Applicant Approval: Approved and Accepted by:

Name/Title _____ Date: _____

THE SEAGATE SUMMER MEMBERSHIP PROGRAM – RULES, REGULATIONS & CONDITIONS OF MEMBERSHIP

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THE SEAGATE SUMMER MEMBERSHIP PROGRAM – RULES, REGULATIONS & CONDITIONS OF MEMBERSHIP

CONDITIONS OF MEMBERSHIP:

- A. This Member Application shall entitle the undersigned Applicant and, if applicable, Co-Applicant (hereinafter, “Applicant”) to membership privileges at The Seagate Beach Club & The Seagate Country Club (“Seagate”) after Applicant is approved and accepted. This Application will not be considered unless fully completed, executed and is accompanied by a check for payment of the annual dues, and applicable sales tax.
- B. Applicant acknowledges receipt of The Seagate Summer Member Program Application and Rules, Regulations and Conditions of Membership and agrees, by execution of the Member Application, that upon acceptance of the Member Application, Applicant will be bound by The Seagate Summer Member Program Application, Rules, Regulations and Conditions of Membership as they may be amended from time to time (collectively, the “Membership Program”). Membership is subject to suspension or termination for failure to abide by conditions established in the Membership Program. Applicant further acknowledges and agrees to be responsible for all charges incurred, which shall be due and payable no later than thirty (30) days from the date of the monthly statement. All costs and expenses incurred by the Seagate in collection of any amounts not paid when due, including but not limited to court costs and legal fees, whether at the trial level or on appeal, shall be the obligation of the Applicant and may be added to the sum and/or judgment due from the Applicant.
- C. Applicant acknowledges that the Membership is not an investment in the Seagate or the owners, affiliates, partners or managers. Membership in the Seagate does not confer upon the Applicant a vested right or easement to the use of the Seagate facilities. Applicant acknowledges that a Member only acquires a revocable permit to use the Seagate facilities upon payment of The Seagate Summer Membership Program Dues, and monthly charges in accordance with the Membership Program. The Company reserves the right, at any time or from time to time, in its sole and absolute discretion, to discontinue operation of any or all of the Seagate facilities in any manner whatsoever and to make any other changes to the terms and conditions of Membership of the facilities. Applicant acknowledges that all rights may be terminated at any time by the Seagate upon a sale or conveyance of all or substantially all of the Seagate facilities. All rights and privileges of Members are subordinate to the lien of any mortgage encumbering the Seagate facilities from time to time and any rights and remedies of any lender under any documents evidencing any mortgage or other loans into which the Company has entered.
- D. Applicant covenants and agrees to indemnify and hold harmless the Seagate, its owners, affiliates, partners, managers, members, directors, officers, employees and representatives in accordance with the provisions of the Membership Program.
- E. Applicant acknowledges that the use of the Seagate facilities may be restricted and that use charges may vary from time to time.
- F. Applicant acknowledges that the Seagate has the right to receive such information from the investigation of Applicant’s qualifications for membership, as it deems appropriate, including but not limited to, Applicant’s credit history. Applicant further authorizes any person or entity to disclose to the Seagate all information requested by the Seagate.
- G. Applicant acknowledges that The Seagate Summer Membership Program is not transferrable.
- H. If any clause, provision or section of this Membership Program is determined to be illegal, invalid or enforceable by any court, the illegality, invalidity or enforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections and the Membership Program shall be construed and enforced as if such illegal, invalid or unenforceable clause, provision or section had not been included.



THE SEAGATE SUMMER MEMBERSHIP PROGRAM – RULES, REGULATIONS & CONDITIONS OF MEMBERSHIP

RULES OF MEMBERSHIP:

Seagate reserves the sole right, at any time without notice, to revise, amend or terminate any or all Rules and Regulations.

Membership is subject to suspension or termination for failure to abide by the Rules and Regulations set forth herein or otherwise established by the Seagate.

The Seagate Management (“Seagate Management”) sets forth the following Rules and Regulations and has done so in careful consideration of the requirements and wishes of the Members. The Seagate Management has approved the following Rules and Regulations as a means for our staff to provide the best possible ambiance and service and allows the Members to attain the utmost enjoyment of the Seagate and its facilities.

Rules are essential and reasonable in the organization of any club. We trust your understanding and observance of the Rules and Regulations will limit the need for enforcement. If everyone observes these Rules and Regulations and is considerate of their fellow Members and Seagate staff, it will be a pleasure to all.

GENERAL RULES:

- The Seagate Member roster is confidential.
- The Seagate will furnish all food and beverages consumed on the Seagate property. Members and guests may not bring any type of food or beverage to the Seagate.
- The Seagate will not tolerate abuse of its employees (verbal or otherwise) by a Member or Guest. Members may not issue orders, reprimand or discipline an employee. Members may report any employee transgressions to the General Manager.
- The personnel of the Seagate have full authority to enforce these Rules and Regulations, and any infractions will be reported to the Seagate Management.
- Animals are not permitted on the Seagate premises (service animals excluded).
- All interiors, including covered patios, of the Seagate facilities are non-smoking areas.
- Other than permitted by the Seagate, no petition shall be circulated, organized, solicited or posted on the Seagate’s property. No notices may be posted on Seagate property.
- Members are encouraged to use the Seagate facilities for private functions (based on space availability), provided they do not interfere with the normal operations of the Seagate.
- The Seagate has contracted for valet parking service. The Seagate will not be responsible for loss or damage to any car or property left in the car.
- The Seagate reserves the right, at any time without notice, to modify or amend the Rules and Regulations as established from time to time.
- The Seagate reserves the right to establish separate rules and regulations for each specific location and venue.

ATTIRE:

- It is expected that Members will choose to dress in a manner suitable for the surroundings and atmosphere of a private club. It is also expected that Members will advise their Guests of dress requirements.
- The Seagate reserves the right to refuse service to any Member, Member’s family or guest of a Member deemed by the Seagate to be inappropriately dressed.
- Certain apparel, which may contain offensive styling or inappropriate innuendo or any other manner of inappropriate dress, is not permitted on Seagate property.



THE SEAGATE SUMMER MEMBERSHIP PROGRAM – RULES, REGULATIONS & CONDITIONS OF MEMBERSHIP

CODE OF CONDUCT:

Generally speaking, people should use good judgment when utilizing the Seagate. One should be respectful of other people, avoid the use of profanity or inappropriate language and dress appropriately. In the event one acts in an inappropriate manner, Seagate Management should be notified and will use its discretion in issuing any consequences as a result.

CELLULAR TELEPHONE USE:

The use of cell phones is not permitted in the Seagate's facilities. Members may use text messaging and maintain their cellular telephones on "silent" or "vibrate" to receive calls in these areas; however, all cellular telephone calls must be taken outside of the Seagate's buildings, restaurants, pool area and covered patios. We request that Members be courteous and limit the use of cellular telephones while on the Seagate premises.

CHILDREN:

Members are responsible for the behavior of their children and their children's guests at all times while on the Seagate's property. When children of Members and their guests are observed breaking Rules or Regulations regarding the use of the Seagate facilities or are otherwise conduct themselves in a disorderly manner, such conduct will be reported to their parents and the Seagate. If such conduct continues after notification, the offenders will be denied use of the Seagate for a period of time established by the Seagate Management.

An adult Member must accompany children under thirteen (13) years of age while on Seagate Property or while utilizing the Seagate facilities. Babies in diapers are not permitted in the pool. Diapers may only be changed in the restroom areas.

DINING, FOOD & BEVERAGE:

The Seagate offers casual and fine dining services. Hours of operation may change from time to time at the discretion of the Seagate Management. Reservations for dinner are encouraged in the fine dining rooms and in all areas during the season. Reservations are filled on a first come, first served basis. If reservations for special events are not cancelled at least 48 hours before the day of the event, the Member will be charged an appropriate cancellation fee.

- A 20% service charge shall apply to all food and beverages ordered and/or consumed by the Members and Guests.
- All purchases of food and beverages are to be signed to the Member's Seagate Account. Point-of-sale, cash or credit card payments are not permitted.

GUEST POLICY:

- The Seagate reserves the right to completely restrict and/or limit Guests during peak periods.
- Guest Fees may apply.

GUESTS:

The Member must, without exception, accompany Guests. The Member must register the name of the Guest at the Seagate Office. The Seagate restricts the number of times a specific Guest may use the Seagate (no more than 12 times per membership year.) Standard guest fees apply.

All Members are required to register their Guests at the Seagate. During specific times of the year or when special activities are planned, the Seagate reserves the right to restrict the number of Guests allowed to register. Any infraction of Seagate Guest Rules may result in suspension of this privilege as determined by the Seagate Management.



THE SEAGATE SUMMER MEMBERSHIP PROGRAM – RULES, REGULATIONS & CONDITIONS OF MEMBERSHIP

PARKING:

Parking at the Seagate Beach Club is valet only and no self-parking is available. Valet parking is available at the Seagate Country Club.

TIPPING:

Tipping is permitted where deemed appropriate by the Member.

REGULATIONS OF MEMBERSHIP:

Article I. Seagate Membership Use and Privileges

1. Summer Membership shall run on a portion of a calendar year as defined in The Seagate Summer Membership Program Application, dues are collected in advance for the Summer Program term.
2. The Member acquires only a revocable permit to use the Seagate facilities.
3. Membership entitles the Member's immediate family, including the spouse of the Member or the Assigned User and the unmarried children twenty-one (21) years of age or younger and either living at home or attending school on a full-time basis to use the Seagate facilities.
4. A Membership is non-transferable.
5. A Member must be in good standing prior to the usage of the Seagate.
6. Except in the instance of negligence on the part of the owner, their members, shareholders, directors, officers, partners, employees, representatives and agents (the "Indemnified Parties"), all Members contract and agree to indemnify and hold harmless the Indemnified Parties from any and all loss, cost, claim, injury, damage, action or liability sustained or incurred by him or her, family or guest, in accordance with these Rules, Regulations and Conditions of Membership.
7. Should any party or parties bound by these Regulations of Members bring suit against the Seagate on any claim or matter and fail to obtain a judgment against the Seagate, that party or parties shall be liable to the Seagate for all of the costs and expenses of such suit and the attorney's fees paid by the Seagate in defense thereof.
8. Member acknowledges that the use of the Seagate facilities may be restricted and that the use charges may vary from time to time, as established by Seagate Management.
9. Each Member, as a condition of Membership and each Guest as a condition of invitation to the Seagate, assumes sole responsibility for his or her actions, Guests and property.
10. Every Member shall be liable for any property damage and/or personal injury at the Seagate caused by or due to the actions or failure to act of the Member, the Member's family or Guests. The cost of any damage shall be charged to the Member's Seagate Account.
11. The Seagate shall not be responsible for any damage to, loss or theft of private property brought onto the Seagate's premises.

Article II. Membership Card & Membership Obligation and Transferability

1. Each Member with charging privileges will be issued a Seagate account number and Membership identification card. The card must be presented when entering the Seagate facilities and for all services in the Restaurants, Beach Club, Country Club, or any other of the Seagate facilities.



THE SEAGATE SUMMER MEMBERSHIP PROGRAM – RULES, REGULATIONS & CONDITIONS OF MEMBERSHIP

2. Membership cards are strictly for the individual Member's use and may not be loaned to friends or relatives. Membership cards are non-transferable. Cards will be confiscated if used by anyone other than the Member. All purchases of services and merchandise, including food and beverage, are signed to the Member's Seagate Account. Point of sale, cash or credit card payments is not permitted.
3. The Seagate requires a Member to keep an active major credit card on file together with an authorization for the Seagate to bill any amounts incurred in connection with the Membership (including but not limited to dues, charges, fees and service charges), which are outstanding thirty (30) days or more from the date of the monthly statement.
4. A one and one-half percent (1.5%) Late Payment Fee shall be assessed to a Member's Seagate Account for charges past due, with a minimum Late Payment Fee per month of \$25.00. The Seagate may apply the past due amount and Late Payment Fee to the credit card on file.
5. The Seagate will apply a returned check fee of \$35.00 to a Member's Seagate Account when a check is returned for non-payment.
6. In addition to the Seagate's ability to charge a Member's credit card, if the Seagate Account of a Member is delinquent, the Seagate will, at its option, take whatever action it deems necessary, including legal action to effect collection. In addition, after a 90-day payment delinquency, the Seagate may terminate the Membership. The Membership shall remain liable for any attorney's fees and costs (including such fees required in connection with the appeal proceedings) incurred in connection with the collection of such delinquent account(s) or termination of Membership.
7. Each Member and all users shall be jointly liable for all dues, fees, and other charges and liabilities associated with the Membership and will be legally and financially responsible for his or her acts or omissions, as well as those of his or her immediate family and Guests.

Article III. Resignation of Membership

1. A Member may resign from the Seagate by delivering a written notice of resignation. The resignation will be considered effective on the date it is received by the Seagate.
2. The resigning Member will not have use of the Seagate and all Membership privileges shall terminate on the date that the written resignation is received by the Seagate and all outstanding charges of fees will become immediately due and payable.

Article IV. Disciplinary Policy

1. The Seagate has enacted a Disciplinary Policy, which is invoked when any Member or a Member's family or Guest(s) conduct him or herself in an unsuitable manner or imperil the welfare, harmony, or good reputation of the Seagate or its Members. The Member (which includes family and/or Guest(s) in question may be reprimanded, suspended or expelled from the Seagate by action of the Seagate's Management.
2. The Seagate reserves the right to take any appropriate action it deems necessary.
3. The general rule shall be the Member receives a written warning for their first offense.
4. The general rule shall be that a Member receives a two-month suspension of Seagate privileges for the second offense and a suspension of more than two months or expulsion for the third offense.
5. Seagate Management may, in its sole discretion, suspend or expel a Member for egregious, negligent or inappropriate behavior, even if there have not been any prior or written warnings.

THE SEAGATE SUMMER MEMBERSHIP PROGRAM – RULES, REGULATIONS & CONDITIONS OF MEMBERSHIP

6. Upon receiving a complaint, Seagate Management will determine whether any action is warranted. If Seagate Management determines that no action is warranted, the matter will be considered concluded. In the event Seagate Management decides a complaint necessitates a warning, the Seagate Management will send a warning letter to the Member. The warning letter sent in response to a complaint (other than for account delinquencies), will describe the complaint and state that the Member is being put on notice that any future complaints may result in disciplinary action up to and including suspension or termination of Membership.
7. Seagate Management will determine suspension terms. Seagate Management will send a letter stating there is a second violation or egregious first violation, and describe the terms of suspension, including start and length of time.
8. The Member has the right to contest the provision of any warning and or suspension letter. A written request for an informal hearing must be sent to the Seagate Management within ten (10) days of the date of the letter.
9. If the Member requests a hearing, Seagate Management will send a letter setting a date and time for such a hearing. If the member intends to have anyone accompany him or her to the hearing, the name of that person and the purpose for that person's attendance must be provided within ten (10) days of the date of the letter. If the Member gives timely notification to the Seagate that he/she will have an attorney present, the Seagate may have its attorney present and reserves the right to have a court reporter present, and the charges for both to be paid for by the Member.
10. In the case of account delinquencies, a letter will be sent when an account is thirty (30) days past due stating that the account must be paid in full, including any late payment fees. Failure to pay the amount in full before sixty (60) days may result in suspension. The Seagate reserves the right to discipline a Member for delinquencies, even after the Seagate has collected such amounts.
11. Failure of the Member to accept service of any letter related to disciplinary proceedings will not delay or suspend the disciplinary actions.

Article V. Terms for Suspension and Termination

The Seagate Management, without any liability to the affected person, may suspend or terminate the Membership of any Member or Members or the use by his or her family and or Guests, if in the sole judgment of the Seagate Management such Member or his or her family members or Guests:

1. Submitted false information on the Application for Membership.
2. Allowed his or her Membership Card to be used by another person.
3. Exhibited unsatisfactory behavior, deportment or appearance or damaged property of the Seagate.
4. Failed to pay the fees, dues or Seagate Account in a proper and timely manner.
5. Failed to abide by the Rules and Regulations as set forth herein and established from time to time by the Seagate.
6. Abused Seagate personnel, employees or other Members or Guests.
7. Engaged in conduct deemed by the Seagate to be improper or likely to endanger the welfare, safety, harmony or good reputation of the Seagate or its Members.

Credit Card Authorization

I authorize the Seagate to process monthly charges to the above listed credit card in the event my Seagate account becomes past due by thirty (30)-days from the statement billing date. The amount charged is the entire balance due as shown on the account, including late charges. I acknowledge my responsibility to keep an active credit card on file at all times. If the above credit card is no longer active and able to accept Seagate charges, I will replace it with another card that will comply with Seagate requirements.

As a member of the Seagate, I acknowledge and agree to the requirement to have an active credit card account on file with the Seagate at all times during the terms of my membership. The Applicant Credit Card information is as follows:

Credit Card Type American Express
 Visa
 Mastercard

Credit Card Number: _____ Expiration Date: _____

Name on Account _____ CSV Number:: _____

Billing

Address: _____ Apartment/Unit # _____

_____ City _____ State _____ ZIP Code _____

Applicant Signature: _____ Date: _____