

# Bretton Woods Club

## Membership Application

Member's Name \_\_\_\_\_ Birth Date \_\_\_\_\_

Spouse's Name \_\_\_\_\_ Birth Date \_\_\_\_\_

Anniversary Date \_\_\_\_\_

Home Address \_\_\_\_\_

Local Address \_\_\_\_\_

Billing Address \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone: Home (     ) \_\_\_\_\_ Local (     ) \_\_\_\_\_

Telephone: Cell (     ) \_\_\_\_\_

Unmarried children under the age of 23:

NAME	BIRTH DATE	CHARGE PRIVILEGES
_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>
_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>
_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>
_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>

I hereby apply for an Annual Membership (defined as 12 months from the date of signed agreement) in the Bretton Woods Club (the "Club") in the dues category marked below as further described in the Summary of Annual Membership (defined herein), and in the exhibits attached to this Annual Membership Application (the "application").

### Membership Category / 2011-2012 Annual Dues

- Charter     \$4800 per year-payable \$400/month (Former MWACC Members Only)
- Signature     \$4800 per year-payable \$400/month
- Sport/Ski     \$3300 per year-payable \$275/month
- Sport/Golf     \$3300 per year-payable \$275/month



## Membership Agreement

I will not be required to pay a membership deposit or membership initiation fee, but will be obligated to pay the annual dues applicable for the annual membership category chosen as well as any fees and other charges relative to my use of the facilities, plus applicable taxes. The amount of fees and charges will be published from time to time by the Resort, and is subject to change.

In the event that any amounts owed to the Resort are not paid on a timely basis, I understand that I may be charged a late payment charge as set by the Resort from time to time in its sole discretion.

All use privileges that I acquire pursuant to this Agreement shall cease twelve months from the date of this Agreement on \_\_\_\_\_, 20\_\_\_\_, unless the Resort offers me the opportunity to renew my Annual Membership for an additional twelve month period. My Annual Membership will give me and my immediate family the privilege to use the Resort facilities according to the applicable membership category chosen. I may bring guests with me to use the Resort Facilities as set forth in the Membership Documents. I acknowledge that if I choose to resign my membership, I am committed to paying the remainder of the total annual dues if paying such dues on a monthly basis. If I have paid the entire annual fee, in advance, I further acknowledge that I am not entitled to any refund.

I hereby acknowledge receipt of the Omni Mount Washington Resort Summary of Annual Membership and this Membership Application (collectively the "Membership Documents") 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 representations in acquiring a membership in the Club. I acknowledge that failure to abide by the Membership Documents of the Resort or any conduct deemed inappropriate by the Resort, in its sole discretion, will result in termination of my membership privileges. My Annual Membership is not transferable.

I hereby acknowledge that the use of the Resort Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. I hereby accept any and all risk of injury to myself, my guests and my family sustained while using the Club Facilities or while involved in any event or activity incident to membership in the Club. If I have acquired any present or prior rights or privileges in the Resort facilities, I hereby agree to substitute the membership privileges acquired pursuant to the Membership Documents, as amended from time to time, and hereby agree to release and hold harmless CNL Income Bretton Woods, LLC, (the "Company"), Omni Resorts, and their affiliates, successors or assigns and their employees, officers, directors, agents, stockholders, managers, members and partners from any and all claims and causes of actions that I may have against any of them regarding Resort facilities or the use of the facilities by me, my family and guests.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Hampshire without giving effect to principles of conflicts of law.

All applicants must complete and sign the Bretton Woods Club Membership Agreement. By signing the Membership Agreement, the Member acknowledges that the interest acquired pursuant to this Agreement is only that of a revocable license to use the facilities pursuant to the terms, covenants and conditions contained in this Agreement and the Club Rules. The Member further acknowledges that he/she is not making an investment in or acquiring any equity or other such ownership interest in CNL Income Bretton Woods, LLC., Omni Mount Washington Resort, the Bretton Woods Club, or any of the facilities associated with the Resort.

The Resort reserves its right to terminate the annual membership program, in its sole discretion, at any time. Should the Resort terminate the membership program and the member has pre-paid a portion of the annual fee, such fee shall be prorated and returned to the member within 30 days of the termination date.

Dated: \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Member's Signature

Dated: \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Spouse's Signature

This Agreement shall not be binding on the Resort and/or the Company until the acceptance below is signed.

MOUNT WASHINGTON RESORT

Dated: \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_

Authorized Representative

**OMNI MOUNT WASHINGTON RESORT  
THE BRETTON WOODS CLUB  
SUMMARY OF ANNUAL MEMBERSHIP**

## OVERVIEW

The Omni Mount Washington Resort (the “Resort”) is making certain facilities, privileges, services and events available to a select group of individuals and families who join as annual members of the “Bretton Woods Club” (the “BWC”) at the Resort.

This summary of membership (“Summary”) describes the offer of annual memberships by the Omni Mount Washington Resort (the “Resort”), which will provide access to the Resort’s golf, alpine, Nordic, health and fitness, spa, tennis, swimming, ski and social facilities, activities and services. The Resort facilities, activities and services are referred to herein as “Resort Facilities”.

## MEMBERSHIP CATEGORIES AND OFFERING OF MEMBERSHIPS

The Resort will offer a limited number of annual memberships, under which members will be permitted to select on an annual basis membership privileges in either the Signature or Sports dues categories as further described in Summary and the other Membership Documents. The “Membership Documents” available to members will include this Summary, Membership Application, and such other documents the OMWR will publish from time to time.

## RESORT FACILITIES AND AMENITIES

Members, their families and guests may enjoy the following Resort Facilities subject to the terms of this Summary and their membership privileges:

- **Golf courses.** The golf courses at the Resort include the 18-hole Donald Ross designed Mount Washington course and the 9-hole Cornish & Silva designed Mount Pleasant golf course.
- **Golf practice facilities.** A practice facility including a driving range, a practice chipping area, and a putting green is located adjacent to the clubhouse.
- **Golf Clubhouse.** The golf clubhouse features attractive dining areas and lounges where members may gather, along with the traditional golf pro shop and locker rooms.
- **Alpine Club.** Located adjacent to the Base Lodge at the Bretton Woods ski area and available complimentary to Signature members, Sport members at a fee, and select resort guest, the Alpine Club features concierge service, dining, ski storage and tuning, boot warmers and valet parking.
- **Nordic Center.** The Nordic Center functions out of the golf clubhouse during the winter season.
- **Rosebrook Recreation Center** This facility provides a family friendly environment featuring health and fitness facilities.
- **Mount Washington Resort.** Resort lodging and dining, plus tennis and many other amenities offered by this legendary Resort.
- **Spa & Fitness.** The spa amenities include massage and hydrotherapy suites, a complete salon, and luxurious locker rooms with wet steam, dry sauna and private whirlpools. The fitness center offers state-of-the-art equipment including the latest in strength and cardiovascular equipment.

- **Swimming Facilities.** Members have access to the Resort pools, subject to space availability.
- **Ski Facilities.** Ski facilities currently feature ski runs of all levels of difficulty, including night skiing, nine ski lifts and 434 acres of skiable terrain, as well as a day lodge with lounges and snack bar. Skier services, ski school and ski equipment rental facilities are also available for the convenience of members.

## **ANNUAL MEMBERSHIP**

In order to allow applications members to tailor their membership privileges applications members will be permitted to select on an annual basis membership privileges in one of the following dues categories: Signature or Sport (Ski/Golf).

- **SIGNATURE DUES OPTION**

Members who elect the Signature membership option may use the Alpine Club and all of the golf, alpine, Nordic, health and fitness, spa, tennis, swimming, ski and social facilities of the Resort. Signature Members will not be required to pay greens fees, practice range fees or court fees for use of the golf and tennis facilities, but will be required to pay golf cart fees. Signature Members will be entitled to reserve golf tee and tennis court times 14 days in advance.

A Signature Membership includes two full season unlimited ski passes and a discount on any additional unlimited season ski passes for the immediate family. In addition, a Signature Membership includes preferred pricing on the Hobbits Program and Ski Schools for the immediate family.

\*Please see the Membership Benefit Chart for a detailed breakdown.

- **RESORT DUES OPTION**

Members who choose the Sports membership option will have the choice of two complimentary unlimited ski passes or two unlimited golf passes. For those that elect for the two complimentary ski passes a daily, per person fee will be instituted for use of the Alpine Club when available. For those that elect for the two complimentary golf passes they will have access to unlimited golf; not including cart fees. Both options include year round Resort benefits.

\*Please see the Membership Benefit Chart for a detailed list of benefits

## **IMMEDIATE FAMILY**

A member's immediate family will be entitled to use the Bretton Woods Club Facilities on the same basis as the member. A member's immediate family will include the member's spouse and their unmarried children under the age of 23 who are living at home, attending school on a full-time basis or serving in the military.

## **GUEST PRIVILEGES**

Guests will be entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring member upon payment of daily fees. Although it is the intention of the Club to accommodate guests without inconvenience to the members, the Club reserves the right to limit the number of guests that are invited by a member on any given day. The Club shall establish the rate of the daily guest fees, charges and the rules and regulations for use of the Club Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion. The Club reserves the right, from time to time, to limit the availability of golf tee times for guests. All guests shall be either houseguests or day guests. A houseguest is defined as a guest temporarily residing in a member's residence. All other guests of a member shall be considered day guests.

The member will be responsible for the conduct of his or her guests and for all charges incurred by his or her guests.

- The Club reserves the right to determine from time to time the maximum number of times a particular day guest may use the Club Facilities as a guest of a member during each membership year. A particular person may use the Club Facilities as a day guest a maximum of six times each membership year, regardless of the sponsoring member.
- All day guests must be accompanied by the sponsoring member while using the Club Facilities unless the Club determines otherwise.
- A particular individual using the Club Facilities as a guest must be registered by the sponsoring member with the Club. The Club reserves the right to require identification by each guest. Guests will be charged guest fees for use of the Club Facilities as determined by the Club.
- Guest charges for any services will be charged against the sponsoring member's club account.
- Guest privileges may be limited by the Club, from time to time, in the sole and absolute discretion of the Club. Notice of such limitation will be given by the Club.
- The sponsoring member shall be responsible for all charges incurred by the guest. The sponsoring member is also responsible for the conduct of a guest while at the Club. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such guest to leave the premises of the Club.

## **LIMIT ON NUMBER OF MEMBERSHIPS**

The Resort will determine the maximum number of annual memberships permitted to be issued from time to time in its sole and absolute discretion.

## **ANNUAL DUES**

All members will pay annual dues and other fees for use of the Club and Resort Facilities as provided by the Club and Resort. Each year the Club will determine whether to offer annual memberships, and

if offered, the amount of dues to be payable by members for the next membership year. Dues shall be due and payable in advance, on or before the last day of each month, . The monthly dues will be charged to the Members House Account and settled using the credit card that is on file. The Club will pay all operating deficits and will retain all operating profits incurred in the operation of the Resort, and members will not be subject to any assessments. Upon resignation or termination of my Annual Membership, I will be committed to paying the remainder of the total annual dues.

#### **RESORT GUESTS AND RESORT RENTAL GUESTS**

Guests staying at the Resort and Resort rental guests who are staying in a Resort rental unit may have use of the Resort Facilities, in the sole discretion of the Resort.

#### **OTHER MEMBERSHIPS AND USE PRIVILEGES**

The Resort may also offer a limited number of other memberships and use privileges including annual passes as determined by the Resort from time to time.

#### **MANAGEMENT AND OPERATION**

CNL Lifestyle Properties, Inc. (the "Company") owns the Resort Facilities and Omni Resorts (the "Manager") will manage and operate the Resort Facilities.

#### **ACQUISITION OF AN ANNUAL MEMBERSHIP**

All applicants must complete and sign the BWC Membership Agreement. By signing the Membership Agreement, the Member acknowledges that the interest acquired pursuant to this Agreement is only that of a revocable license to use the facilities pursuant to the terms, covenants and conditions contained in this Agreement and the Club Rules. The Member further acknowledges that he/she is not making an investment in or acquiring any equity or other such ownership interest in CNL Income Bretton Woods, LLC , Omni Mount Washington Resort, or any of the facilities associated with the Resort.

The Resort reserves its right to terminate the annual membership program, in its sole discretion, at any time. Should the Resort terminate the membership program and the member has pre-paid a portion of the annual fee, such fee shall be prorated and returned to the member within 30 days of the termination date.