

MEMBERSHIP APPLICATION

This is an application for membership in the Fitness Center and Pool at the Sheraton Georgetown Texas Hotel & Conference Center, 1101 Woodlawn Avenue, Georgetown, Texas, 78628 (the Hotel). If accepted by the Hotel, this member agreement (the Agreement) will constitute a legally binding membership agreement between you and the Hotel.

As used herein, the word "Hotel" means the Sheraton Georgetown Texas Hotel & Conference Center, its successors, assigns, employees, officers, directors, shareholders, and all persons, corporations, partnerships and other entities with which it is or may in the future become affiliated. The terms and conditions contained herein, along with the Rules, Policies, Fee Structure, Inclusions and Restrictions, constitute the full agreement between the Hotel and the member and no oral promises are made part of it. the Hotel, any Hotel owner, or Marriott International, its respective officers, affiliates, subsidiaries, agents, employees, instructors, and assigns.

In making this application, you understand and agree that:

This membership is not negotiable, transferable or cancellable except as provided herein. All memberships are open only to residents of the Brownstones at The Summit who are at least 18 years of age, and proof of residency must be provided with this application. You may not transfer your membership to another person. Membership does not confer or include any interest in the property, assets or ownership of the hotel or facilities or activities or any right on the part of the member to participate in any aspect of the management of the same, financially or otherwise. Membership solely confers the right to use and enjoy the facilities subject to the Hotel's rules and policies. The Hotel shall not be responsible or liable to members or their invites for any property lost, stolen, damaged or destroyed in or about the Hotel, including without limitation, articles brought into the Fitness Center or Pool, and vehicles parked at or about the Hotel's premises or the contents of such vehicles.

The hotel urges all members to obtain a physical examination from their physicians prior to any use of the exercise equipment or pool. In recognition of the possible dangers connected with physical activity, member(s) hereby knowingly and voluntarily waive(s) any cause of action of any kind whatsoever arising as a result of such activity from which any liability may or could accrue to the Hotel, any Hotel owner, or Marriott International, its respective officers, affiliates, subsidiaries, agents, employees, instructors, and assigns.

The member shall: a) assume all risk of injury and all risk of damage to or loss of property arising out of use of the facilities, b) release, discharge, and waive any and all responsibility of the Hotel, any Hotel owner, Marriott International, its respective officers, affiliates, subsidiaries, agents, employees, instructors, and assigns from and against any liability of injury, including death, and for damage to or loss of property which may be suffered by the member arising out of or in any way connected with the use of the facilities and indemnify and hold harmless the Hotel, any Hotel owner, or Marriott International, its respective officers, affiliates, subsidiaries, agents, employees, instructors, and assigns from and against all liability, claims, demands, actions, loss and damage arising out of members' use of the facilities.

Member understands and agrees that because of the disruptive nature of the instruction to other users of the facilities, member may not bring a personal trainer or instructor into the hotel Fitness Center or Pool.

Pre-Authorized Payment Agreement: Payer agrees to pay the Fees on a monthly basis (as applicable, or on next business day) and authorizes Hotel to present transactions for payment against Payer's account. In consideration of Hotel acting as directed, Payer agrees that Hotel's treatment of each payment and our rights to it shall be the same as if it were personally signed by Payer if more than one. The pre-authorized payment shall be drawn on the Payer's account to cover all fees including membership fees. Payer may revoke this authorization at any time subject to providing Hotel not less than thirty (30) days written notice. Member is responsible for all Fees payable after the effective date of Payer's revocation. If this is a pre-authorized payment agreement, on the expiration date this agreement will renew as a contract of successive monthly renewals which you may terminate on one month's notice. On renewal, Hotel may continue to charge the Payer's account asset out below on a monthly basis (as applicable) for all Fees, including on-going membership fees.

Cancellation of this Agreement: After fulfilling the minimum term agreed upon, this Agreement may be cancelled by giving us notice at the address set out in this agreement by any means which allows you to prove the date on which you gave notice, one month in advance of the scheduled cancellation. Each member is responsible for cancellation of his or her own membership, notwithstanding that the member may not be the Payer. A fee of \$100 plus applicable taxes will apply to cancel before the end of the initial term within this Agreement.

Membership Holds: If you cannot use the Facility for a valid medical reason (doctor's written documentation required) we will put a hold on your membership for up to 6 months. Membership holds for any reason other than medical can be applied for up to 15 days. You must email the Hotel to request a non-medical hold, one month in advance of the scheduled hold.

Fees: You agree to pay Hotel all sums, fees and charges specified in this agreement when due, irrespective of the amount of use you make of the facilities. You agree that once this agreement has renewed as a contract of successive monthly renewals the hotel may notify you at any time thereafter of proposed changes to fees by sending you notice in writing to the last physical or e-mail address provided by you to the Hotel. You may advise the Hotel in writing if you accept the proposed change. If you do not accept the proposed change, the Hotel may, at its discretion, terminate this agreement on one month's written notice to you. All government taxes are in addition to and will be automatically added to all payments.

Rules and Regulations: Hotel's rules of use are posted in the Fitness Center and at the Pool. They may change from time to time. The Rules are for your benefit and protection and must be adhered to by all members. The hotel reserves the right to cancel or suspend your membership, without refund if you a) fail to follow the rules or breach the terms of this agreement, b) cause a nuisance or disturbance, c) commit any illegal or immoral acts, or d) if we feel that your actions may endanger yourself or others. If your membership is suspended, your obligation to make payments under this Agreement will be suspended for the duration of your membership suspension. The hotel does not allow any business activity or solicitation in the facilities. In particular solicitation of any business competitive with our business is strictly prohibited. This includes personal trainer services.

Membership Card Procedures:

No one will be allowed to use the Fitness facilities or pool without scanning a valid membership card unless accompanied by a member as a member's guest. Upon request, all members must have in their possession a valid photo ID to present to Hotel staff. Lost or damaged cards may be replaced during the membership period upon presentation of positive identification. A fee of \$20 will be applied for each replacement card requested.

Guest Policy:

Members may bring a guest to use the Fitness Center and Pool and shall be subjected to a guest fee charge of \$20 per guest per day, provided that the Hotel reserves the right to deny access to any guest after the third visit by the guest, unless and until such guest becomes a member of the facilities. The Hotel also reserves the right to restrict the number of guest passes accepted per day in order to maintain the environment and integrity of the facilities.

Reservation of Rights: The hotel reserves the right to refuse or cancel any membership without cause, in which event you will be entitled to a refund only of unused prepaid installments, if any. The hotel reserves the right at any time to change the hours of operation and to change the cost of, add, modify and/or eliminate any program, equipment, activity or class of service. The hotel will use reasonable best efforts to maintain the existing services and facilities at the fitness center and pool substantially as of the date of this agreement. Equipment is available based on sufficient demand.

Payments: Hotel will apply all payments in this priority: a) any amounts owing from a previous membership agreement, b) Monthly fees and charges as they become due.

Payment Obligations Absolute: You are obligated to pay all fees owing the hotel or falling due under this agreement. The hotel will not reduce, discount or cancel your obligation because you do not use the facilities.

Warranty: The hotel warrants that the facilities and services supplied under this agreement are of a reasonably acceptable quality.

Default: If you breach any terms and conditions of the agreement, or if you do not pay an installment when due, you will be in default. Where you are in default of an installment, the hotel may assess a late charge of \$25, send your account to a collection agency, and/or immediately cancel your membership and keep any amounts you have paid to the hotel. If the hotel later agrees to accept a payment from you, and reinstate your membership, you must still fulfill all your remaining responsibilities under this agreement and the hotel may require you to pay any legal and/or collection fees and charges incurred in collecting your overdue payments.

Telecommunications: From time to time, the Hotel may contact you directly by telephone, mobile or FAX number or e-mail address for the purpose of sending you renewal or other notices, obtaining your feedback on our facilities and services, and of marketing of goods, services, and special offers that may be of interest to you. By signing this Agreement, you consent to receiving such communications. You may withdraw this consent at any time by emailing the Hotel.

This agreement is subject to acceptance by the Hotel manager and is null and void if not completed according to the current pricing and payment schedules.

Assignment by Member: This agreement is personal to you. You may not assign or transfer this agreement to anyone else without the written approval of the Hotel, for which an administrative transfer fee may be assessed. The person you assign or transfer this agreement to will also be subject to increased fees. Any attempt to sell, assign, or transfer this agreement without Hotel's approval is null and void and will result in cancellation of your membership immediately and without refund.

Governing Law: This agreement is governed by the laws of the state of Texas and the city of Georgetown.

I, THE MEMBER, HEREBY ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAVE RECEIVED A COPY OF AND UNDERSTAND THE RULES, , POLICIES, FEE STRUCTURE, RESTRICTIONS AND INCLUSIONS AND HAVE CAREFULLY READ THEM. I CONFIRM THAT NO VERBAL REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE TO ME WHICH HAVE NOT BEEN CONFIRMED IN WRITING IN THIS AGREEMENT, AND THAT THIS WRITTEN AGREEMENT ACCURATELY SETS OUT THE ENTIRE AGREEMENT BETWEEN US. I UNDERSTAND THE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.

MEMBER SIGNATURE _____ DATE: _____

HOTEL REPRESENTATIVE _____ DATE: _____

Mr. / Ms / Mrs.

First Name: _____

Last Name: _____

Address: _____

Primary Phone # : _____

E-Mail : _____

Preferred method of correspondence:

Phone

Mail

E-Mail

Names of all household members

***must be at least 16 years old to use facilities or pool without a supervising adult*

PAYMENT AUTHORIZATION

I, _____, hereby authorize a payment to the Sheraton Georgetown Texas Hotel & Conference Center on my

____ Mastercard

____ VISA

____ American Express

____ Discover Card

Name on card: _____

Card #: _____

Expiration Date: _____

Security Code: _____

Membership start date: _____

***Fees are due at start of membership for the minimum 4 month term.*

Membership renews automatically on a monthly basis after the 4th month unless terminated in writing according to the terms of the agreement.