

PINK SHELL YACHT & BEACH CLUB



MEMBERSHIP APPLICATION AND AGREEMENT

I. INFORMATION

PERSONAL

Applicant's Name _____ Birth Date _____

Spouse's Name _____ Birth Date _____

Alma Mater _____ Spouse's _____

Local Address _____

Out of Town Address _____

Billing Address _____

Club Communications
Address _____

Telephone:
Local Residence () _____ Cell Phone () _____

E-mail Address _____ Fax Number () _____

Resort Preferences (place an X)

- Boating _____ Beach _____ Watersports _____ Spa _____
- Kid's Activities _____ Marina _____ Food & Beverage _____ Pools _____

Unmarried children under the age of 23:

<u>Name</u>	<u>Birth Date</u>	<u>Charge Privileges</u>	
_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Extended family members (children not listed above, parents, grandparents and grandchildren and great-grandchildren who will have extended family privileges):

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

BUSINESS

Applicant's Company Name _____ Title _____

Business Address _____

Telephone () _____ Years in Present Employment _____ Retired

Fax Number () _____ E-mail Address _____ Website _____

Spouse's Company Name _____ Title _____

Spouse's Business Address _____

Telephone () _____ Years in Present Employment _____ Retired

Fax Number () _____ E-mail Address _____ Website _____

BANKING RELATIONS

1. Name of Institution _____ Address _____

Officer to Contact _____ Telephone () _____

2. Name of Institution _____ Address _____

Officer to Contact _____ Telephone () _____

CLUB REFERENCES

1. Name of Club/Organization _____ Year Accepted _____

Type _____ Address _____

Telephone () _____ Contact Person _____ Present Member

2. Name of Club/Organization _____ Year Accepted _____

Type _____ Address _____

Telephone () _____ Contact Person _____ Present Member

PERSONAL REFERENCES

1. Name _____ Address _____

Years Known _____ Telephone () _____

2. Name _____ Address _____

Years Known _____ Telephone () _____

II. ACQUISITION OF MEMBERSHIP

I hereby apply for Admiral Membership in Pink Shell Yacht & Beach Club (the "Club") and agree to pay with this Membership Agreement the following one time initiation fee, plus sales tax:

Admiral Membership \$4,250

Membership is contingent upon approval by the Club, which approval shall be at its discretion. Upon signing this Membership Agreement, I authorize the disclosure and release of information to the Club for investigating my qualifications for membership, including my credit history, and agree to hold the Club harmless from any and all such acts.

III. PAYMENT OF DUES, FEES AND CHARGES

I hereby agree to pay to the Club the membership dues, plus any applicable sales tax and any other taxes for Admiral Membership as well as any fees or other charges. The current amount of dues for each membership category is described on a separate Schedule of Dues, Fees and Charges, and is subject to change.

I shall not be required to pay dues prior to May 1, 2016. I understand and agree that certain of the membership benefits set forth in the Pink Shell Yacht & Beach Club Membership Plan shall not be available to me prior to such date.

Credit Card or Debit Account Authorization. I hereby request that all dues, fees and charges be billed to my credit card, or debited from a bank or other financial institution account listed below and hereby authorize such billing.

I certify that the below listed card is issued to me and agree that all disputes on my credit or debit card account relating to the Club will be promptly brought to the Club's attention. I understand that I am obligated to keep a valid approved credit or debit card on file with the Club at all times and that I am responsible for any amounts that are not paid by the credit card company or debit card bank or other financial institution.

Credit or Debit Card Type _____

Credit or Debit Card Account Number _____ Exp. Date _____
(Last 4 numbers only)

Cardholder Signature _____

I shall deliver the credit or debit card to the Membership Office so that Membership Office can input the card in the Club system.

In the event that any amounts owed to the Club are not paid on a timely basis, I understand that I may be charged a late payment charge in accordance with the Rules and Regulations.

IV. NO REFUND OF INITIATION FEE

I shall not be entitled to any refund of any portion of the initiation fee paid for the membership, whether after resignation, death, termination of membership, the closing of any Club Facility or Club Facilities, or otherwise.

V. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

I acknowledge 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 in the Club is not an investment in Jabo LLC, a Florida limited liability company (the "Company ") doing business as the Club, or the Club Facilities, and does not give a member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a member with an equity or ownership or any other property interest in the Company or the Club Facilities. A member only acquires a revocable license to use 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 the Membership Plan, the Rules and Regulations and this Membership Agreement are subordinate to the lien of any mortgage encumbering the Club Facilities from time to time.

The Club reserves the right, in its sole discretion, to terminate or modify the Membership Plan and the Rules and Regulations, to reserve memberships, to sell, lease, renovate or remodel, or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify or terminate any type, category or class of membership, to discontinue operation of any or all of the Club Facilities, 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 of a sale of the Club Facilities, the buyer shall take title subject to the terms and provisions of the then existing Membership Plan.

I hereby acknowledge that the use of the Club 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. I agree to release and hold the Company, doing business as the Club, any manager of the Club Facilities, their affiliates, their successors and assigns and their respective directors, officers, partners, members, shareholders, employees, representatives and agents and the members of the advisory Board of Governors of the Club and any Club committee harmless in accordance with the provisions of the Rules and Regulations of the Club.

VI. MEMBERSHIP PLAN DOCUMENTS

I hereby acknowledge receipt of Pink Shell Yacht & Beach Club Membership Plan and 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 representations in acquiring a membership in the Club.

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

The Club may pledge or assign this Membership Agreement.

Did anyone refer you to the Club?

Member Name _____

Employee Name _____

If the applicant is married, the signatures of both spouses are required.

The membership acquired hereunder shall be issued in the name of:

Applicant applicant and spouse

Dated: _____, 20__

Applicant's Signature

Printed Name

Dated: _____, 20__

Spouse's Signature

Printed Name

This Membership Agreement shall not be binding on the Club until the acceptance below is signed.

ACCEPTED BY

**JABO LLC, d/b/a
PINK SHELL YACHT & BEACH CLUB**

By: _____
Authorized Representative

Printed Name: _____

Dated: _____, 20__

**PINK SHELL YACHT & BEACH CLUB
275 ESTERO BOULEVARD
FORT MYERS BEACH, FL 33931
239-463-8665**