

MEMBERSHIP AGREEMENT



ELITE ALLIANCE®

MEMBERSHIP AGREEMENT as of 1.1.2024

The undersigned desires to become a Member of the exchange program ("Exchange Program") offered by The Elite Alliance, LLC, a Texas limited liability company ("Elite Alliance") on the terms and conditions set forth in this Membership Agreement ("Agreement").

The following terms and definitions will be used throughout this Agreement:

Accepted Deposited Vacation. A Deposited Vacation that has been **accepted by a Member.**

Accepted Deposited Vacation Form. A form that is completed by a Member to accept a Deposited Vacation.

Accompanied Guest. A person who is accompanying a Member at a Residence.

Deposited Vacation. A three (3), four (4) or seven (7) consecutive night vacation deposited into the Exchange Program, as designated on the Deposited Vacation Form.

Deposited Vacation Form. A form that is completed by a Member to deposit a vacation into the Exchange Program.

Elite Credit or EC. A value established by Elite Alliance, in its sole discretion assigned to a Deposited Vacation.

Exchange Fee. A nonrefundable fee paid by Member to the Elite Alliance upon acceptance of a Deposited Vacation.

Host Residence. A Residence at which a Member has deposited a vacation.

Member. A person or entity that is a member of the Exchange Program.

Membership Dues. The annual fee, which may be charged to Members for participation in the Exchange Program.

Residence. The accommodation in a real estate development or resort property which meets the quality standards set by the Elite Alliance and is made available through Deposited Vacations.

Visiting Member. A Member staying at a Host Residence.

1. Securing and Depositing a Vacation. Members may deposit vacation periods of three (3), four (4) or seven (7) consecutive nights, unless otherwise determined by Elite Alliance in its sole discretion. The Deposited Vacation must be submitted to the Exchange Program at least ninety (90) days prior to the arrival date, to earn Elite Credits immediately. Deposited Vacations submitted less than ninety (90) days prior to the arrival date earn Elite Credits when the Deposited Vacation is selected for exchange by a Member. Once a vacation is deposited into the Exchange Program, the Member relinquishes all rights to use, cancel or change the vacation and assigns all rights to use the Residence during the vacation period to the Exchange Program, unless such Deposited Vacation is withdrawn in accordance with Section 5 below. The Elite Alliance may, in its sole discretion, require an inspection of the Residence prior to allocating EC's for the Deposited Vacation.
2. Accepting a Deposited Vacation. Once a Deposited Vacation is confirmed, a Member may accept a Deposited Vacation by submitting an Accepted Deposited Vacation Form to the Elite Alliance along with the Exchange Fee, so long as the amount of EC's required for the Deposited Vacation does not exceed the amount of EC's the Member has accrued. An Accepted Deposited Vacation shall be confirmed upon the Elite Alliance's approval of the Accepted Deposited Vacation Form, in writing, and receipt of the Exchange Fee. A Member's EC's expire twenty-four (24) months from the arrival date of the deposited vacation.
3. Exchange Fee. The Exchange Fee is nonrefundable and is due upon submittal of an Accepted Deposited Vacation Form. The current Exchange Fee is \$495 - \$995.00 (U.S. Dollars) per Accepted Deposited Vacation, depending on the length the Accepted Deposited Vacation. The Exchange Fee includes all applicable local, state and federal taxes. Exchange Fees must be paid before an Accepted Deposited Vacation will be confirmed. Exchange Fees may be increased from time to time by the Elite Alliance, in its sole discretion, upon notice to the Members.
4. Membership Dues. Membership Dues are the nonrefundable annual fee which may be charged to Members for participation in the Exchange Program. When enrolled in the Automatic Renewal Option, annual renewal dues will be charged automatically to the credit card indicated, at the rate applicable at the membership expiration, unless canceled in writing prior to the renewal date. Elite Alliance will provide each Member no less than seven (7) days' written notice prior to processing such automatic charge. Membership will continue from year to year for as long as the Member is eligible for membership.
5. Cancellation of Deposited Vacations. So long as no other Member has accepted the Deposited Vacation, a Member may cancel the Deposited Vacation by notifying the Elite Alliance in writing of his or her intention to withdraw the Deposited Vacation. Upon cancellation of the Deposited Vacation, the EC's originally allocated to such Deposited Vacation shall immediately be deducted from Member's account. If sufficient EC's do not exist to redeem the Deposited Vacation, the Deposited Vacation will not be cancelled.

6. Cancellation of Accepted Deposited Vacations. A Member may cancel an exchange by providing written notice to Elite Alliance.

Cancellation made with Travel Insurance:

By selecting travel insurance, the member may cancel a reservation up to 14 days prior to the vacation arrival date and receive a full credit for the fee paid and Elite Credits needed to reserve the vacation. The reservation fee and Elite Credits will be applied as a credit to the membership account used to reserve the vacation and must be used within 6-months of the arrival date of the cancelled vacation. Please note: the cost of including Travel Insurance is non-refundable, and members are still subject to the Club's cancellation policy if there is one.

*Travel Insurance is not applicable to Access Vacations as well as The Hideaways Club Exchanges.

**If Travel Insurance is purchased for any Grand Bliss, Grand Luxxe, or Grand Mayan Exchange, the member MUST cancel greater than 30 days from the vacation arrival date to receive a full credit for the fee paid and Elite Credits needed to reserve the vacation.

Cancellation made greater than 90 days from arrival without Travel Insurance:

The member can select a one-time alternate vacation from the current availability within 7 days of canceling and apply the exchange fee and Elite Credits to the new reservation. If an alternate vacation is not reserved within 7 days, a refund of the Elite Credits will be credited to the member's account and the exchange fee is nonrefundable

Cancellation made less than 90 days from arrival without Travel Insurance:

The member will forfeit the Elite Credits and the exchange fee is nonrefundable. Please note, you will still be subject to the Club's cancellation policy if there is one.

7. Rules and Regulations of the Host Residence. Visiting Members, Accompanied and/or Unaccompanied Guests occupying a Residence must adhere to all applicable rules and regulations, including any published sleeping capacity of the Residence.
8. No Guarantees. Deposited Vacations are available for acceptance on a first come, first served basis. The Elite Alliance cannot guarantee the fulfillment of any specific request for a specific Deposited Vacation and cannot guarantee the timing, location or number of nights available to the Members. Additionally, the Elite Alliance does not guarantee the continuation of any exchange services or privileges.
9. Non-Commercial Use. Visiting Members, Accompanied and/or Unaccompanied Guests may only use the Host Residence for personal and non-commercial purposes.
10. No Rental of Deposited Vacations. Members are prohibited from renting Accepted Deposited Vacations.
11. Non-Transferability. Participation in the Elite Alliance is totally voluntary. Membership in the Elite Alliance is non-transferable.

12. Sale of Residence. Sale of a Member's Residence shall be subject to any Deposited Vacations. Additionally, a purchaser of the Member's Residence shall be entitled to any rights a Member may have to accept a Deposited Vacation subject to the payment of the Exchange Fee and the terms and conditions of the Exchange Program. However, because Membership in the Exchange Program is non-transferable, the purchaser must become a Member of the Exchange Program.
13. Visiting Members. Accepted Deposited Vacations are issued in the name of the Member signing the Accepted Vacation Form. The Host Residence may be used by the Visiting Member or his or her Unaccompanied Guests.
14. Responsibility of Visiting Member. The Member is responsible for his or her acts or omissions and for any acts or omissions of the Member's Accompanied and/or Unaccompanied Guests, including any theft, abuse, misuse and/or loss or damage to the Host Residence.
15. Host Residence Fees. Visiting Members are responsible for any housekeeping fees, utility surcharge fees, gratuity fees, transportation fees, personal charges (i.e. telephone calls and meals) or any other fees imposed on the Visiting Member or his or her Accompanied Guests. Any fees charged for the use of amenities are determined and levied by the Host Residence Club, Association or other governing entity. Should the Visiting Member or his or her Accompanied and/or Unaccompanied Guests desire to use such amenities, then any fees related thereto are the responsibility of the Visiting Member. These fees vary from Residence to Residence.
16. Residence Standards. The Elite Alliance privileges are conditioned upon a Member's adherence to high standards of service, amenities, appearance, facilities, management and operation. The failure to maintain these standards, failure to timely renovate or maintain high quality vacation Residences and/or amenities, failure to comply with exchange obligations and/or failure to comply with the Elite Alliance policies and procedures may result in suspension or termination of a Member's participation in the Exchange Program, unless otherwise determined in the sole discretion of Elite Alliance.
17. Cancellation of Accepted Deposited Vacations by the Elite Alliance. Accepted Deposited Vacations may be cancelled by the Elite Alliance in the event that a Residence ceases to participate in the Exchange Program, or otherwise becomes unavailable for use by the Members. Upon such cancellation, a Member has the right to accept a new Deposited Vacation.
18. Acknowledgements of Member. Members acknowledge that:
 - a. Facilities, amenities and services vary by location, and the Residences vary in size, decor and interior detail.
 - b. The Elite Alliance is not liable for any damage, loss or theft to the personal property of any Visiting Member or his or her Accompanied and/or Unaccompanied Guests.
 - c. Elite Alliance is not engaged as an agent to any party nor as a real estate broker or sales agent.
 - d. The Elite Alliance is not liable for any personal or bodily injury which may occur at any Residence.

- e. The Elite Alliance's liability, if any, in connection with participation in the Elite Alliance is limited to the Exchange Fee and Membership Dues paid to the Elite Alliance by the Member.
- f. Member represents and warrants that the persons signing this Agreement have the legal capacity and are duly authorized to do so. Member represents and warrants that Member is not, and shall not become, a person with whom the Elite Alliance is restricted from doing business with under the regulations of the Department of Treasury Office of Foreign Asset Control.

19. Insurance. Members warrant and represent that the Residence is adequately insured for all Visiting Members. Member further acknowledges and agrees to indemnify and hold harmless Visiting Member and guests against any and all claims, damages, costs and other expenses including attorney fees, for personal injury, property damage, or any such other claims arising out of the use of the Residence by Visiting Member and his or her invited guests, unless caused by Visiting Member's gross negligence or intentional misconduct.
20. Governing Law. Except to the extent preempted by federal law, this Agreement shall be exclusively governed by and construed in accordance with the laws of Texas without regard to its choice of law rules.
21. Terms and Conditions of the Exchange Program. Visiting Members must adhere to all rules and regulations of the Host Residence, as well as the terms and conditions of the Exchange Program. Violations of such rules and regulations or the Exchange Program's terms and conditions may result in cancellation of Member's Accepted Deposited Vacations without refund of any Exchange Fees paid or EC for the Deposited Vacation or termination of Membership in the Exchange Program without further obligation of the Elite Alliance.
22. Indemnification. Member will indemnify, defend, and hold the Elite Alliance and its partners, officers, employees, parent companies and affiliates ("Indemnitees") harmless, from and against any and all losses and expenses (including reasonable attorneys' fees and expert witness fees) incurred by any Indemnatee for any claim, action, suit, demand or other proceeding arising out of any transaction contemplated by this Agreement or any act, error or omissions of Member or any party associated with Member, unless such loss or expense was caused solely by the willful or intentional misconduct of an Indemnatee.
23. Amendment to Terms and Conditions. The terms and conditions set forth herein, including, but not limited to all applicable fees, may be changed from time to time by the Elite Alliance in its sole discretion. Members will be provided with written notice of any such changes.
24. Trademarks. Elite Alliance is a trademark that may not be used without prior written permission.



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