

RESORTS OF DISTINCTION

Membership Application

Post Office Box 100 • Valentines, VA 23887 • 800-720-7633
Please fill out completely and print clearly to avoid processing delays.



Last Name _____ First Name _____

Spouse/Co-Owner _____

Address _____

City _____ State _____ Zip _____ Country _____

Home Phone (____) _____ Work Phone (____) _____ E-Mail Address: _____

Name of Resort: _____ Rental Privileges Yes No Location: City _____ State _____

Date of Purchase ____/____/____ Purchase Contract Number: _____

Resorts of Distinction Membership Number: _____

I have carefully read, understand, and agree to abide by the terms and conditions set forth on the back of this Application and the rules and procedures set forth in the Resorts of Distinction directory, all of which are made a part of and constitute my Agreement with Resorts of Distinction (the "Agreement"). I understand that my home resort has paid my enrollment into Resorts of Distinction (ROD), Condominium Travel Club, Inc. (CTC Blue) and North America Camping Club (NACC) for 90 Days and camping in the ROD System will be \$10 per night at ROD affiliated resorts. I also understand that there are yearly membership dues (currently \$35.00 per year), payable to remain a member. I will be billed for my membership dues in 90 days from date of application thereafter; on an annual basis. Upon acceptance of this application by ROD, CTC Blue and NACC, I shall have entered into the Agreement with ROD, CTC Blue and NACC. I have personally inspected my home resort, and understand that my contract with my home resort is separate and apart from ROD, CTC Blue and NACC, and ROD, CTC Blue and NACC have no obligations under that contract.

Date ____/____/____ Signature _____

Date ____/____/____ Signature _____

Travel Account: I also understand that in order to use Resorts of Distinction I must first activate my travel account. Please charge my credit card as follows for membership card activation deposit (acts as a security deposit for your free camping and may be used for reservation fees, cabin rentals and ancillary products available at various resorts). Whenever my travel account drops below Ten Dollars (\$10.00), Resorts of Distinction is authorized to automatically charge my credit card an amount necessary to bring the balance back to Twenty-Five Dollars (\$25.00). I can terminate this authorization at any time by written notice to Resorts of Distinction by U.S. Mail.

Visa®/MC®/Discover® _____ Exp. Date _____

CSC# (3-digit on reverse) _____ Amount: _____ Signature: _____

[] _____ (initial here) To prevent any lapse in my membership, and to avoid a reinstatement fee, for my convenience I authorize ROD to charge my credit card on an annual basis for the then current ROD membership fee. I can terminate this authorization at any time prior to such charge being made by notifying ROD in writing by U.S. Mail at the address noted above, or by e-mail at:

_____@_____.

Home Resort Staff Only

Forwarded to the home office by the undersigned representative from member's home resort. Date ____/____/____

SIGNATURE _____ PRINT NAME _____

CERTIFIED REPRESENTATIVE NUMBER _____ TITLE _____

*Applicant's membership shall be effective only if and when accepted by Resorts of Distinction at its home office.
Accepted by Resorts of Distinction, By Resort Developers Association as Trustee.*

By _____ Title _____ Date _____

Resorts of Distinction
Terms and Conditions of Membership

1. HOME RESORT. To be a member of Resorts of Distinction, you must be a member in good standing with a Resorts of Distinction affiliated resort (your "Home Resort"). Use of your Home Resort, not use of the Resorts of Distinction program, must be the primary reason you purchased your Home Resort membership. This agreement between you and Resorts of Distinction is separate and distinct from the agreement between you and your Home Resort, and Resorts of Distinction has no obligations or liability under your Home Resort contract. Resorts of Distinction does not own your Home Resort or any other Resorts of Distinction affiliated resort. If the contractual affiliation between your Home Resort and Resorts of Distinction is not renewed, or is terminated for any reason, you may no longer participate in the Resorts of Distinction program.
2. RESORTS OF DISTINCTION PROGRAM. Resorts of Distinction membership entitles you to participate in the Resorts of Distinction reciprocal program (the "Resorts of Distinction Program"), which allows use of facilities and amenities at all Resorts of Distinction affiliated resorts. Your participation in the Resorts of Distinction Program is subject to the terms and conditions and the rules and procedures set forth herein and set forth in the Resorts of Distinction directory and/or other Resorts of Distinction publications (the "Rules"). You acknowledge that you have read and familiarized yourself with this agreement and the Rules before signing this agreement, and that the Rules are made a part of this agreement. The Rules in new Resorts of Distinction directories supersede all prior publications. The terms and conditions of this agreement and the Rules can be revised, modified or added to, in Resorts of Distinction's sole discretion, if Resorts of Distinction believes such changes would be beneficial to the Resorts of Distinction program. Your membership in Resorts of Distinction is for one year, with no obligation to renew for subsequent years. You may terminate your membership at any time upon written notice sent by U.S. Mail to Resorts of Distinction, effective the first full month following Resorts of Distinction's receipt of such notice. However, there is no rebate or proration of membership fees.
3. RESORT QUALITY. All affiliated resorts are independently owned and operated. Resorts of Distinction cannot guarantee that any particular resort will continue to remain affiliated with Resorts of Distinction. Resorts of Distinction makes no representations or guarantees regarding resort quality. Resorts of Distinction directory information is provided by the affiliated resorts and Resorts of Distinction believes all the information it contains is complete and accurate, but Resorts of Distinction is not responsible for errors or inaccuracies.
4. AVAILABILITY. As more fully set forth in the rules and procedures in the Resorts of Distinction directory, use of affiliated resorts is subject to space availability and Resorts of Distinction cannot guarantee that your request or reservation to use a particular resort at any particular time will be fulfilled. The availability of sites at smaller and new resorts is especially limited. Space availability during more popular times and/or more popular areas of the country is also limited. Resorts of Distinction shall not be liable for any problems arising from accommodations at, or inability to use, any affiliated resort, or any other matters that affect or inconvenience your use of an affiliated resort or your vacation.
5. NON-RESPONSIBILITY. Resorts of Distinction is not a provider of accommodations and is not responsible for the physical or financial condition, or any aspect of, its affiliated resorts (or affiliated services/programs or offers from other third parties made available through Resorts of Distinction) or for any statements made by any agent of any of its affiliated resorts at the time a membership or product is purchased or afterwards. Any representations concerning the Resorts of Distinction Program are limited to written materials supplied or otherwise approved by Resorts of Distinction. Any other representations are not valid or binding upon Resorts of Distinction. Resorts of Distinction is not responsible for any personal or property damage resulting from acts, omissions or negligence of any affiliated resort or its employees or agents. The relationship between Resorts of Distinction and its affiliated resorts is strictly governed by the affiliation agreement between Resorts of Distinction and the resorts, or claims regarding any affiliated resort shall be between you and the resort. Resorts of Distinction's liability to you, in any and all circumstances, is limited to the amount you paid for your annual fee in the year such liability arose.
6. ANNUAL FEE/TERM/TYPE OF MEMBERSHIP. You are required to pay Resorts of Distinction an annual fee, at the then current rate, if you wish to be a Resorts of Distinction member and participate in the Resorts of Distinction Program. You can select a camping option when renewing your Resorts of Distinction membership, either: "Free Camping" or 2) "Pay as you Go". The Free Camping renewal option allows you to camp for FREE (meaning that site night fees are not charged) at the affiliated resorts, or you can choose to pay for the site night fees by selecting the "Pay as you Go" renewal option. Once you have selected your renewal option, it cannot be changed until the next renewal date. Any member who allows their Resorts of Distinction membership to lapse for more than 90 days will be required to pay a reinstatement fee of \$300.00 in addition to the then current annual fee. If your Resorts of Distinction membership expires you will not be eligible to renew the free camping option.
7. GOVERNING LAW. This agreement, and any dispute between you and Resorts of Distinction, shall be governed by the laws of the state of New York without regard to conflicts of law principles. Venue for any action at law or in equity shall be in Monroe County, New York. In the event you sue Resorts of Distinction for any reason and do not prevail, Resorts of Distinction shall be entitled to recover its attorney's fees and litigation expenses from you.
8. TRANSFERABILITY. Your Resorts of Distinction membership is not transferable.
9. NATURE OF MEMBERSHIP. Your Resorts of Distinction membership and right to use affiliated resorts is solely for your recreation and enjoyment. Your Resorts of Distinction membership is neither sold nor purchased as a financial investment and you receive no interest in the contract rights, assets, or business of Resorts of Distinction. Resorts of Distinction does not purport to sell, lease or otherwise devise or convey any interest in any real property. You may own only one Resorts of Distinction membership.
10. HEADINGS. The headings in this agreement are for convenience, and are not to be used to interpret this agreement.
11. TRAVEL ACCOUNT. To travel in the Resorts of Distinction system you must activate your Travel Account by purchasing Travel Credits (as of 1/1/011, Travel Credits can be purchased for one dollar each). Travel Credits will be used for site night reservations, rental units, ancillary products, site night fees, etc. In order to travel in the ROD system, you must have a balance of at least 25 Travel Credits. Anytime while the membership is active, or within one year after termination/expiration of your membership, you may request a refund of your Travel Account balance by sending a written request to: Resorts of Distinction, Travel Account Manager, P.O. Box 100, Valentines, Virginia 23887. A \$5 administration fee will be imposed. Any Travel Credits remaining in the travel account one year after termination/expiration of the membership are not refundable.
12. CONDOMINIUM TRAVEL CLUB, INC. BLUE MEMBERSHIP (CTC BLUE). CTC BLUE is a travel club offering enrolled members savings on condos, cruises, vacation packages and other travel services. By signing this membership application I request a membership into CTC BLUE. I understand there are yearly membership dues payable to remain a member. By signing this enrollment form member indicates that he/she has received a copy of and has read and understands and agrees to abide by the terms and conditions of CTC BLUE membership agreement, which agreement is incorporated herein by reference. CTC Blue agreement is contained in the membership kit and online at www.condotravelclub.com. Condominium Travel Club, Inc. (CTC) reserves the right to change the rules, regulations and fees charged for use of the program. CTC Blue benefits are available to Members only. CTC accepts no responsibility for the acts or omissions of any persons or entities providing such programs or services directly to Members. CTC's Liability for loss or damages incurred by a Member through the use of the program benefits is limited to the annual fee paid by that Member for the program. If a CTC program or benefit becomes unavailable and through CTC's best efforts cannot be replaced; Member waives any and all claims against CTC. CTC and any of its subsidiary agents, or distributor companies expressly disclaim any and all liability for any claims, damages, losses, penalties, expenses, costs and liabilities of any kind or injuries resulting from any act or omission of any other individual or entity providing product and/or services in the club.
13. NORTH AMERICA CAMPING CLUB (NACC). The Rules and Procedures for use of the North America Camping Club Program are contained in the Resorts of Distinction Directory.