

RESORTS OF DISTINCTION



FAMILY MEMBER APPLICATION

Please fill out completely and print clearly to avoid processing delays

Last Name _____ First Name _____

Spouse's Name (if applicable) _____

Street Address _____

City _____ State _____ Zip _____ Country _____

Home Phone (_____) _____ Work Phone (_____) _____

Head of Family's Age 21- 30 31- 40 41- 50 51- 60 61 or over

Family Income (optional) \$15 - 25,000 \$16 - 35,000 \$46 – 55,000 Over \$55,000

Head of Family Occupation Professional Executive Management
 Technical Clerical Sales
 Trades Retired Other

Parents Name _____ Card # _____

Homeowner Yes No Years at Present Address _____ RV Owner Yes No

Home Resort _____

Location: City _____ State _____

Date _____ Date of Purchase _____ Purchase Contract # _____

Annual Membership Fee: Membership fee of \$ _____ must accompany this application for first year's membership fee:

- Check or Money Order enclosed
- Please charge my Visa/MasterCard Account # _____

Expiration Date _____

To be a member of the Resorts of Distinction Plus Program's Family Plan, your parents must be members in good standing with Resorts of Distinction.

I have carefully read 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. I have personally inspected my home resort. Upon acceptance of this application by **Resorts of Distinction, this application shall constitute an agreement between Member and Resorts of Distinction.**

Date _____ Signature _____

Date _____ Signature _____



TERMS AND CONDITIONS OF MEMBERSHIP

- 1. HOME RESORT. To be a member of Resorts of Distinction Plus Program's Family Plan, your parents must be a member in good standing with a Resorts of Distinction and its Resorts of Distinction Plus membership, your parents must be an upgraded member at a Resorts of Distinction affiliated resort (their "Home Resort") and you must be an adult child of theirs 21 years of age or older. Use of their Home Resort, not use of the Resorts of Distinction Plus Program, must be the primary reason your parents purchased their Home Resort upgraded membership. This agreement between you and Resorts of Distinction is separate and distinct from the agreement between your parents and their Home Resort or any agreement between you and their Home Resort. Resorts of Distinction does not own their Home Resort or any other Resorts of Distinction affiliated resort. If the contractual affiliation between their 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 Plus Program's Family Plan or any other Resorts of Distinction program.
2. RESORTS OF DISTINCTION PROGRAM. Resorts of Distinction Plus Program's Family Plan membership entitles you to participate in the Resorts of Distinction Plus Family Plan reciprocal program (the "Resorts of Distinction Plus Family Plan Program"), which allows use of facilities and amenities at all Resorts of Distinction Plus Program affiliated resorts ("Resorts of Distinction Plus Resorts"). Your participation in the Resorts of Distinction Plus Family Plan 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 terms and conditions and the Rules are made apart of this agreement. 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 Plus Family Plan Program. Changes to the terms and conditions or the Rules will be set forth in a Resorts of Distinction publication and, upon such publication, will supersede all prior Rules.
3. USE OF AFFILIATED RESORTS. As a member of the Resorts of Distinction Plus Program, you may use the facilities of affiliated Resorts of Distinction Plus Program Resorts for \$10 per night. You are responsible for any rental unit charges and incidental extra charges at the same rates the Resorts of Distinction Plus Resort charges its own members, (except you will receive a 50% discount on rental unit charges for reserved stays of seven days). You may not use the Resorts of Distinction Plus Program Family Plan on Holiday weekends. You must have a current, valid membership card to use the Resorts of Distinction Plus Program Family Plan, and are subject to all of the rules and regulations of any Resorts of Distinction Plus Resort you visit.
4. LENGTH OF STAY. You are entitled to one visit per year, of up to seven consecutive nights, at any Resorts of Distinction Plus Resort during that resort's peak season. You are entitled to two visits per year, of up to seven consecutive nights per visit, at any Resorts of Distinction Plus Resort during that resort's off-peak season. You may not use your peak or off-peak season visits consecutively at any particular resort: there must be at least seven nights between visits to the same resort. You have a total of three visits up to seven consecutive nights in the Resorts of Distinction Plus system.
5. RESORT QUALITY. All Resorts of Distinction Plus Resort are independently owned and operated. Resorts of Distinction cannot guarantee that any particular Resorts of Distinction Plus Resort will continue to remain affiliated with Resorts of Distinction. Resorts of Distinction makes no representations or guarantees regarding the quality of any Resorts of Distinction Plus Resort. Resorts of Distinction directory information is provided by the Resorts of Distinction Plus Resort 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.
6. AVAILABILITY. As more fully set forth in the rules, use of Resorts of Distinction Plus Resorts is subject to space availability and Resorts of Distinction cannot guarantee that your request or reservation to use a particular Resorts of Distinction Plus Resort at any particular time will be fulfilled. The availability of sites at smaller and new Resorts of Distinction Plus 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 Resorts of Distinction Plus Resort, or any other matters that affect or inconvenience your use of a Resorts of Distinction Plus Resort or your vacation.
7. 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, an Resorts of Distinction Plus resort or for any statements made by any agent of any Resorts of Distinction Plus resort at the time a membership is purchased or afterwards. Any representations concerning the Resorts of Distinction Plus Family Plan 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 Resorts of Distinction Plus resort is strictly governed by the affiliation agreement, and any agenda or amendments thereto, between Resorts of Distinction and Resorts of Distinction Plus Resorts. Resorts of Distinction regarding any Resorts of Distinction Plus Resort shall be between you and the Resorts of Distinction Plus Resort. Resorts of Distinction's liability to you, in any and all circumstances, is limited to the amount you paid to Resorts of Distinction for your annual fee for Resorts of Distinction Plus Family Plan membership in the year such liability arose.
8. ANNUAL FEE. You are required to pay your Home Resort an annual fee, which has been established by them if you wish to be a Resorts of Distinction Plus Family Plan member and participate in the Resorts of Distinction Plus Family Plan Program. This fee may be increased from time to time at the sole discretion of the Home Resort. Any Resorts of Distinction member who allows their membership to lapse for more than 90 days will be required to pay a reinstatement fee of \$150.00 in addition to the then current annual fee.
9. 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.
10. TRANSFERABILITY. Your Resorts of Distinction Plus Family Plan membership is not transferable.
11. NATURE OF MEMBERSHIP. Your Resorts of Distinction Plus Family Plan membership and right to use affiliated Resorts of Distinction Plus Resorts is solely for your recreation and enjoyment. Your Resorts of Distinction Plus Family Plan 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.
12. HEADINGS. The headings in this agreement are for convenience, and are not to be used to interpret this agreement.
13. TRAVEL ACCOUNT. To travel in the Resorts of Distinction system you must activate your Travel Account by purchasing Travel Credits. (As of 1/1/2007, 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.

FOR OFFICIAL USE ONLY

Applicant's membership shall be effective only if and when accepted by Resorts of Distinction at its home office. Acceptance shall be indicated by its signature below.

Accepted by [Resorts of Distinction Plus logo], By Resort Developers Association as Trustee.

By _____ Title _____ Date _____ Resort # _____