



Membership Agreement

The undersigned desires to become a Member of the exchange program (“Exchange Program”) offered by The Elite Alliance, LLC, a Utah 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 Planned Vacation. A Deposited Planned Vacation that has been accepted by a Member.

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

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

Deposited Planned Vacation. A Planned Vacation that has been deposited by a Member into the Exchange Program.

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

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

Home Residence Club. A Residence Club at which a Member owns an interest (“Residence Club Interest”) entitling the Member to reserve Planned Vacations.

Host Residence Club. A Residence Club at which a Member has an Accepted Planned Vacation.

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

Non-Peak Season. The period of time designated as the non-peak season at a specific Residence Club as determined by that Residence Club.

Peak Season. The period of time designated as the peak season at a specific Residence Club as determined by that Residence Club.

Planned Vacation. A seven (7) consecutive night vacation reserved by a Member that has been confirmed by the Member’s Home Residence Club.

Residence. The accommodation that is made available at a Residence Club for Planned Vacations.

Residence Club. A shared use real estate development and/or project which meets the quality standards set by the Elite Alliance and that is participating in the Exchange Program.

Vacation Category. Either a Peak Season Planned Vacation or a Non-Peak Season Planned Vacation.

Visiting Member. A Member staying at a Host Residence Club.

1. Securing and Depositing a Planned Vacation. In order to make an exchange, a Member must first secure a Planned Vacation at his or her Home Residence Club and deposit the Planned Vacation into the Exchange Program by submitting a Deposited Planned Vacation Form to the Elite Alliance. The Planned Vacation must be deposited at least sixty (60) days prior to the arrival date of the Planned Vacation. Once a Planned Vacation is deposited into the Exchange Program, the Member relinquishes all rights to use, cancel or change the Planned Vacation and assigns all rights to use the Planned Vacation to the Exchange Program, unless such Planned Vacation is withdrawn in accordance with Section 4 below. By depositing a Planned Vacation, Member represents and warrants that Member is in good standing at his or her Home Residence Club, and is not delinquent in the payment of any assessments, special assessments and/or personal charges.

2. Accepting a Planned Vacation. Once a Member has deposited a Planned Vacation into the Exchange Program, a Member may accept a Planned Vacation by submitting an Accepted Planned Vacation Form to the Elite Alliance along with the Exchange Fee. An Accepted Planned Vacation shall be confirmed upon the Elite Alliance's approval of the Accepted Planned Vacation Form, in writing, and receipt of the Exchange Fee. A Member may only accept a Planned Vacation of the same Vacation Category deposited, except that a Member that deposits a Peak Season Planned Vacation may accept either a Peak Season Planned Vacation or a Non-Peak Season Planned Vacation. A Member's right to accept a Planned Vacation expires twenty-four (24) months from the date the Member deposits a Planned Vacation. If a Member does not submit an Accepted Planned Vacation Form within such twenty-four (24) month period, the Member will no longer be able to accept a Planned Vacation until another Planned Vacation is deposited by the Member into the Exchange Program.

3. Exchange Fee. The Exchange Fee is nonrefundable and is due upon submittal of an Accepted Planned Vacation Form. The current Exchange Fee is \$250.00 (U.S. Dollars) per Accepted Planned Vacation. The Exchange Fee includes all applicable local, state and federal taxes. Exchange Fees must be paid before an Accepted Planned 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. Withdrawal of Planned Vacations. A Member who has not accepted a Planned Vacation may withdraw his or her Deposited Planned Vacation if withdrawn more than twenty-one (21) days prior to the Deposited Planned Vacation arrival date and if the Deposited Planned Vacation has not been accepted by another Member. If a Deposited Planned Vacation deposit has not been accepted by another Member at least twenty-one (21) days prior to the arrival date of the Deposited Planned Vacation, the Deposited Planned Vacation will be withdrawn from the Exchange Program and the Planned Vacation time will be returned to the Home Residence Club.

5. Cancellation of Accepted Planned Vacations. A Member may cancel an Accepted Planned Vacation by providing written notice to Elite Alliance. If a Member cancels an Accepted Planned Vacation sixty (60) days or more prior to the arrival date of that Planned Vacation, the Member may accept a new Planned Vacation in accordance with Section 2 above. However, the Exchange Fee will be forfeited and an additional Exchange Fee will be due for any new Accepted Planned Vacation. In the event a Member cancels an Accepted Planned Vacation less than sixty (60) days prior to the arrival date of that Planned Vacation, the right to accept another Planned Vacation and the Exchange Fee will be forfeited.

6. Rules and Regulations of the Host Residence Club. Visiting Members and/or Accompanied Guests occupying a Residence must adhere to the rules and regulations as established by the Host Residence Club, including any published sleeping capacity of the Residence.

7. No Guarantees. Planned 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 Planned 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.

8. Non-Commercial Use. Visiting Members and/or Accompanied Guests may only use the Host Residence Club Residences for personal and non-commercial purposes.

9. No Rental of Planned Vacations. Members are prohibited from renting Accepted Planned Vacations.

10. Non-Transferability. Participation in the Elite Alliance is totally voluntary. Membership in the Elite Alliance is non-transferable.

11. Sale of Residence Club Interest. Sale of a Member's Residence Club Interest shall be subject to any Deposited Planned Vacations. Additionally, a purchaser of the Member's Residence Club Interest shall be entitled to any rights a Member may have to accept a Planned Vacation subject to the payment of the Exchange Fee and the terms and conditions of the Exchange Program; however, the purchaser must become a Member of the Exchange Program since Membership in the Exchange Program is non-transferable.

12. Visiting Members. Accepted Planned Vacations are issued only in the name of the Member signing the Accepted Planned Vacation Form. Host Residence Club Residences may be used only by the Visiting Member and his or her Accompanied Guests.

13. Responsibility of Visiting Member. The Visiting Member is responsible for his or her acts or omissions and for any acts or omissions of the Visiting Member's Accompanied Guests, including any theft, abuse, misuse and/or loss or damage to the Host Residence Club or the Residences.

14. Host Residence Club 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 by a Host Residence Club on the Visiting Member or his or her Accompanied Guests. Any fees charged by Host Residence Club for the use of amenities are determined and levied by the Host Residence Club. Should the Visiting Member or his or her Accompanied Guests desire to use such amenities, then any fees related thereto are the responsibility of the Visiting Member. These fees vary from Residence Club to Residence Club.

15. Residence Club Standards. The Elite Alliance privileges are conditioned upon a Member's Home Residence Club's adherence to high standards of service, amenities, appearance, facilities, management and operation. A Residence Club's 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.

16. Cancellation of Accepted Planned Vacations by the Elite Alliance. Accepted Planned Vacations may be cancelled by the Elite Alliance in the event that a Residence Club 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 Planned Vacation.

17. Acknowledgements of Member. Members acknowledge that:

- a. Residence Club 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 of his or her Accompanied Guests.
- c. The Elite Alliance is not liable for any personal or bodily injury which may occur at any Residence Club or Residence.
- d. The Elite Alliance's liability, if any, in connection with participation in the Elite Alliance is limited to the Exchange Fee paid to the Elite Alliance by the Member.

18. Governing Law. The terms and conditions of the Elite Alliance shall be construed under the laws of the State of Utah, United States of America. Members consent to the exclusive subject matter and personal jurisdiction of the courts in Salt Lake County, Utah.

19. Terms and Conditions of the Exchange Program. Visiting Members must adhere to all rules and regulations of the Host Residence Club, 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 Planned Vacations without refund of any Exchange Fees paid or credit for the Planned Vacation or termination of Membership in the Exchange Program without further obligation of the Elite Alliance.

20. 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 Indemnitee 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 Indemnitee.

21. 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.

22. Trademarks. Elite Alliance is a trademark that may not be used without prior written permission.

SIGNATURES TO APPEAR ON FOLLOWING PAGE

Member's Information

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number (Home): _____ Telephone Number (Office): _____

Telephone Number (Cell): _____ Fax Number: _____

E-mail Address: _____

Emergency Contact Name: _____ Telephone Number: _____

Name of Home Residence Club: _____

Type of Residence Club Membership owned (Number of Bedrooms):

One: _____ Two: _____ Three: _____ Four: _____ Five: _____

Please sign below and submit this Agreement to the following address:

Elite Alliance, LLC
250 One Galleria Tower
13355 Noel Road
Dallas, Texas 75240

I have read this Agreement. I understand the requirements and benefits of participating in the Elite Alliance.

Member's Signature

Date

Member's Name (please print)

A fully executed copy of this Agreement will be mailed to you at the address written above.

Elite Alliance, LLC

By: _____
Name: _____
Title: _____
Date: _____