

# Omni Interlocken Golf Club

## MEMBERSHIP PLAN

January 1, 2021

## **MEMBERSHIP PLAN KEY TERMS**

### **THE CLUB FACILITIES**

The Omni Interlocken Golf Club (the “Club”) offers 27 championship holes of golf in a breathtaking setting adjacent to the Omni Interlocken Hotel in Broomfield, Colorado (the “Hotel”). The golf consists of three individual regulation 9-hole courses, Eldorado, Vista and Sunrise. Membership in the Club allows Members the opportunity to use the pool, fitness center and other fabulous facilities of the Hotel in accordance with the terms and conditions of this Membership Plan and the Club’s Rules and Regulations.

### **MEMBERSHIP PLAN**

This Membership Plan (the “Membership Plan”) dated December, 1 2020 (the “Effective Date”) supersedes and replaces all prior membership plans and bylaws for the Club, however titled, and sets forth the current membership benefits and opportunities to be provided to the Members of the Club.

### **MEMBERSHIP CATEGORIES**

The following categories of membership are currently offered by the Club:

- Full Golf Family
- Full Golf Individual
- Young Executive Golf Family (39 and Under)
- Young Executive Golf Individual (39 and Under)
- Corporate Membership
- Wellness Membership – Fitness and Pool\*

\* The Wellness Membership is offered as an add-on to a golf membership and is not a standalone membership.

The benefits and use privileges provided to the Members under each category of membership are described more fully in the Membership Plan.

### **CAREFULLY REVIEW ALL MEMBERSHIP DOCUMENTS**

Every person who desires to obtain a membership should carefully read their Membership Agreement, this Membership Plan, the Club’s Rules and Regulations, and Membership Rates (collectively, the “Membership Documents”), and should seek professional advice to evaluate the Membership Documents.

### **RELY ONLY ON INFORMATION IN THE MEMBERSHIP DOCUMENTS**

THE MEMBERSHIP DOCUMENTS SET FORTH ALL REPRESENTATIONS AND TERMS CONCERNING MEMBERSHIPS IN THE CLUB. NO PERSON HAS THE AUTHORITY TO MAKE ANY ADDITIONAL REPRESENTATION, MODIFICATION OR CONDITION, OR PROVIDE ADDITIONAL INFORMATION CONCERNING THE MEMBERSHIP DOCUMENTS AND, IF PROVIDED, THE

INFORMATION MAY NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CLUB. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF MEMBERSHIP CONTAINED IN THE MEMBERSHIP PLAN, RULES AND REGULATIONS AND MEMBERSHIP AGREEMENT WITH OTHER PRINTED MATERIALS OR ANY OTHER DOCUMENT, THE MEMBERSHIP PLAN, RULES AND REGULATIONS AND MEMBERSHIP AGREEMENT SHALL GOVERN.

**MEMBERSHIPS AT THE CLUB ARE OFFERED ONLY FOR RECREATIONAL PURPOSES**

MEMBERSHIPS AT THE CLUB ARE BEING OFFERED EXCLUSIVELY FOR THE PURPOSE OF PERMITTING MEMBERS THE RECREATIONAL USE OF THE FACILITIES. MEMBERS HAVE NO OWNERSHIP OR OTHER INTEREST IN THE CLUB. MEMBERSHIPS SHOULD NOT BE VIEWED AS AN INVESTMENT AND NO MEMBER SHOULD EXPECT TO DERIVE ANY ECONOMIC PROFITS FROM MEMBERSHIP AT THE CLUB. MEMBERSHIP IN THE CLUB IS NOT INCLUDED IN ANY RESIDENTIAL UNIT AND IS A SEPARATE AGREEMENT SOLELY BETWEEN THE CLUB AND THE MEMBER AS PROVIDED IN THE MEMBERSHIP DOCUMENTS.

NO FEDERAL OR STATE AUTHORITY HAS PASSED UPON OR ENDORSED THE MERITS OF THE MEMBERSHIP PLAN OR OTHER MEMBERSHIP DOCUMENTS.

**APPLICATION PROCEDURE**

Membership shall be by invitation only. A person who has been invited for membership by the Club may become a Member by submitting to the Membership Director a fully completed and signed Membership Agreement and Application, along with payment for the required Initiation Fee pursuant to the terms of the Membership Plan. The Club may accept or reject any invitee's application for membership in its sole and absolute discretion, and the decision of the Club on any application shall be final.

**INQUIRIES AND QUESTIONS TO MEMBERSHIP DIRECTOR**

All inquiries or questions regarding membership in the Club, the Membership Plan or other Membership Documents should be directed to the Director of Membership by phone at (303) 464 - 9000 ext. 8 or by visiting the Membership Office (the "Membership Office").

## **TABLE OF CONTENTS**

	<u>Page</u>
I. <u>CLUB MEMBERSHIP AND FACILITIES</u>	
1. Club Membership.....	1
2. Facilities.....	1
3. Club Ownership and Operation.....	1
4. Additional Facilities.....	1
II. <u>MEMBERSHIP CATEGORIES AND PRIVILEGES</u>	
1. Membership Categories and Privileges .....	1
2. Membership Designations .....	3
3. Number of Memberships .....	3
4. Rules and Regulations/Changes in Membership Categories .....	3
III. <u>MEMBERSHIP SELECTION</u>	
1. Application for Membership.....	3
2. Initiation Fee .....	3
3. Screening of Invitees .....	3
4. Acceptance of Application.....	4
5. Declination of Application.....	4
6. Reserved Memberships.....	4
7. Waiting List .....	4
IV. <u>MEMBERSHIP POLICIES</u>	
1. General.....	4
2. Qualification for Membership.....	5
3. Availability of Memberships.....	5
4. Membership Cards .....	5
5. Resignation .....	5
6. Changes in Membership Categories.....	5
7. Legal Separation or Divorce .....	6
8. Family Privileges .....	6
9. Significant Others .....	6
10. Guest Policy .....	6
11. Starting Time Policy .....	6
12. Leave of Absence.....	7
V. <u>TRANSFER AND TERMINATION OF MEMBERSHIPS; NO REFUND OF INITIATION FEE</u>	
1. Transfer of Membership.....	7
2. No Refund of Initiation Fee .....	7
3. Administrative Fee .....	8

VI.	<u>MEMBERSHIP RIGHTS AND USAGE</u>	
1.	Membership Rights .....	8
2.	No Equity Rights or Vested Interest .....	8
3.	Committees .....	8
4.	Applicability of Membership Plan .....	9
VII.	<u>PAYMENT OF DUES AND CHARGES</u>	
1.	Statement and Payments .....	9
2.	Dues .....	9
3.	Charge Privileges .....	9
4.	Membership Charges .....	9
5.	Miscellaneous Charges .....	9
6.	Maintenance of Member Charge Accounts.....	10
7.	Assessments .....	10
8.	Past Due, Delinquency and Revocation .....	10
9.	Chronic Delinquency .....	11
10.	Crediting of Account.....	11
11.	Reinstatement.....	11
VIII.	<u>MISCELLANEOUS</u>	
1.	Independent Company .....	11
2.	Binding Effect, Indemnification.....	11
3.	Release, Disclaimer and Indemnification.....	12
4.	Personal Property .....	12
5.	Modification of Facilities.....	12
6.	Non-Member Play.....	12
7.	Reciprocal Privileges .....	13
8.	Membership Categories .....	13
9.	Liability for Damage.....	13
10.	Associations.....	13
11.	Recovery of Damages or Dues .....	13
12.	No Agency .....	13
13.	Notice.....	14
IX.	<u>AMENDMENT OF MEMBERSHIP PLAN</u>	
1.	Amendment.....	14
2.	Announcement of Amendment .....	14

## I.

### **CLUB MEMBERSHIP AND FACILITIES**

#### ***1. CLUB MEMBERSHIP***

Membership in the Club offers the use of exceptional golf, fitness, swimming and social facilities. The terms and privileges of membership in the Club and the policies and procedures under which the Club is operated are described in the Membership Documents (as defined in the above Key Terms), which are subject to change from time to time in the sole discretion of Omni Interlocken Company, LLC, a Delaware limited liability company (“Owner”).

#### ***2. FACILITIES***

The Club facilities currently include:

- Golf Facilities:
  - Three 9-hole championship golf courses
- Wellness Facilities:
  - Fitness center
  - Outdoor swimming pools

The facilities described above, together with such other property and facilities as the Owner may make available to Members from time to time, shall collectively be referred to as the “Facilities.” Notwithstanding the foregoing, Owner may modify, add or remove Facilities, in whole or in part, at any time, in Owner’s sole discretion.

#### ***3. CLUB OWNERSHIP AND OPERATION***

The Club is owned and operated by Owner. Where applicable, references to the “Club” shall mean the Owner.

#### ***4. ADDITIONAL FACILITIES***

The Club may, in its sole discretion, expand or modify the Facilities or add additional facilities as it determines appropriate from time to time, either on or off-site, including additional golf facilities. The Club shall determine the additional memberships in the Club to be made available in the categories of membership which are provided additional facilities.

## II.

### **MEMBERSHIP CATEGORIES AND PRIVILEGES**

#### ***1. MEMBERSHIP CATEGORIES AND PRIVILEGES***

Membership in the Club is by invitation only. In the Club’s discretion, the following categories of membership may be offered to invitees. The membership privileges currently associated with each category of membership are as follows:

- **Full Golf (Individual and Family).** Any person who has been invited by the Owner to submit an application for membership (an “Invitee”) is eligible to apply for a Full Golf Membership. A Full Golf Membership entitles the Member to full use of the Golf Facilities, and may include Family Privileges, as defined in Article IV, Section 8. Full Golf Members are not required to pay green fees for the use of the golf course by the Member and, with respect to Full Golf Family Members, their Family. As of the Effective Date, green fees are inclusive of golf cart fees. However, the Full Golf Member is responsible for all other fees and charges incurred under the membership including all dues and guest fees. Full Golf Members are eligible to reserve advance starting times in accordance with the policy set forth in the Rules and Regulations, and are eligible to participate in Member golf tournaments at the Club.
- **Young Executive Golf (Individual and Family).** Young Executive Golf Membership is a sub-category of Full Golf Membership; any Invitee who is age 39 and under is eligible to apply for a Young Executive Golf Membership. In the case of married couples (or Members with an approved Significant Other), the age of the Member shall determine eligibility for Young Executive Golf Membership. Young Executive Golf Membership allows the Member to pay reduced monthly dues until the Member’s 40<sup>th</sup> birthday. Except as otherwise set forth herein, Young Executive Golf Membership entitles the Member to all of the benefits and privileges of, and is subject to the terms and conditions of, Full Golf Membership. Upon the Member’s 40<sup>th</sup> birthday, the Member’s Young Executive Golf Membership shall automatically convert to the Full Golf Membership and the Member shall pay Full Golf Membership dues.
- **Associate Golf.** Associate Golf Memberships are no longer offered by the Club. All issued and outstanding Associate Golf Memberships will expire on the next anniversary/renewal date of the Member’s Associate Golf Membership. Prior to such expiration date, Associate Golf Members will be offered the opportunity to purchase a Full Golf or Young Executive Golf Membership.
- **Wellness Membership.** The Wellness Membership is offered as an add-on to a Full Golf or Young Executive Golf Membership and is not a standalone membership. Any Full Golf or Young Executive Golf Member is eligible to apply for a Wellness Membership. A Wellness Membership entitles the Member to full use of all Wellness Facilities (i.e. the fitness center and outdoor pools). The Wellness Member is responsible for all fees and charges incurred under the membership.
- **Corporate Golf.** Any Authorized Entity (as hereinafter defined) is eligible to apply for a Corporate Golf Membership. A Corporate Golf Membership shall entitle the Authorized Entity to specifically name a minimum of two and a maximum of four individuals (collectively, the “Designees”) to have the usage rights and privileges of Full Golf Membership, subject to the conditions and restrictions set forth below. Designees shall make tee times under the Authorized Entity’s Corporate Golf Membership and Designees playing under the Authorized Entity’s Corporate Golf Membership shall have the privileges of a Full Golf Membership but only while playing under the Authorized Entity’s tee time.
  - ◆ *Authorized Entity.* An “Authorized Entity” is one which is duly organized under the laws of any State, authorized to transact business in the State of Colorado, actively doing business as determined by the Club, and in good standing pursuant to the statutory regulations promulgated by the State of Colorado. An Authorized Entity does not include any entity formed for the specific purpose of obtaining a membership in the Club.
  - ◆ *Joint and Several Liability.* The Designee and the Authorized Entity holding the Corporate Golf Membership are jointly and severally responsible for all dues, fees, charges and other

debts incurred by such Designee and his or her Family and guests.

## **2. MEMBERSHIP DESIGNATIONS**

Members of the various membership categories described above may also be identified by a membership designation. From time to time in its sole discretion, the Club may create new membership designations or may combine or eliminate any existing membership designations. A Member's membership designation may determine certain benefits and privileges. As of the Effective Date, the only membership designation is as follows: NONE.

## **3. NUMBER OF MEMBERSHIPS**

The total number of active, dues-paying memberships in each membership category may be increased or decreased from time to time in Owner's sole discretion. As of the Effective Date, the number of memberships in each membership category is unlimited. This number is referred to herein as the "Full Complement" number of memberships with respect to each membership category.

## **4. RULES AND REGULATIONS / CHANGES IN MEMBERSHIP CATEGORIES**

In order to enhance the recreational and social pleasures of Members and their Family and guests, the Club reserves the right to establish or modify rules, regulations, policies, guidelines, or systems governing access or reservation of the Facilities and membership in the Club (the "Rules and Regulations"). The Club shall have the right to discontinue offering any categories of membership and to create additional categories or classes of membership from time to time conferring such rights and privileges and imposing such obligations as it deems appropriate, and to prescribe the qualifications and requirements for membership in any such class or category. The Club has no obligation nor is the Club under any time deadline to sell any type of memberships.

# **III.**

## **MEMBERSHIP SELECTION**

### **1. APPLICATION FOR MEMBERSHIP**

Membership in the Club is by invitation only. The determination of whether an applicant will be invited for membership shall be made by the Club in its sole discretion. Invitees must be financially qualified persons of good character, who are at least 21 years of age. Upon receipt of an invitation, the Invitee must complete an application in the form established by the Club (the "Membership Agreement and Application" or "Membership Agreement"). All applications must be submitted to the membership director for consideration and review.

### **2. INITIATION FEE**

All applications for membership shall be accompanied by a fee, or required portion thereof, in the amount periodically established by the Club for the selected category of membership (the "Initiation Fee") and as set forth in the Membership Rates.

### **3. SCREENING OF INVITEES**

The Club will evaluate all Invitees who submit a completed Membership Agreement and Application and pay the applicable Initiation Fee. Evaluations will be conducted with the intent and purpose of securing the



optimum number of Members with compatible social, vocational and professional attainment from all segments of the community. All evaluations shall be made without regard to race, color, national origin, sex, religious preference, creed, or any disabilities of the Invitee. The Club may accept or reject any Invitee in its sole and absolute discretion, and the decision of the Club on any application shall be final.

#### ***4. ACCEPTANCE OF APPLICATION***

If a decision is made to accept an application, the membership director shall notify the Invitee of its decision. If the class of membership to which the Invitee applied is not available, the Invitee shall be placed on a waiting list for the appropriate membership class as set forth in this Membership Plan. If the class of membership to which the Invitee applied is available, the Invitee shall promptly pay all dues required and shall be entitled to the rights and privileges of the membership category. Any Invitee whose application is accepted who does not comply with the foregoing requirement within one month from the time the application is accepted shall be considered to have declined to join.

#### ***5. DECLINATION OF APPLICATION***

If an Invitee has been considered for membership and the Invitee's application is denied, the Club shall notify the Invitee of such decision, and the Initiation Fee (or portion thereof) submitted by such Invitee shall be fully refunded, without interest. The Invitee may not be further considered for membership in the Club for a period ending one year following the date of the Club's notice to the applicant of the declination.

#### ***6. RESERVED MEMBERSHIPS***

All unissued memberships will be reserved by the Club and will not be considered to be available memberships in the Club. The Club is not required and may not be compelled to sell any reserved membership. The Club may issue a reserved membership to any person which the Club, in its sole discretion, determines appropriate from time to time. The Club shall have no obligation to pay dues on its reserved memberships.

#### ***7. WAITING LIST***

The Club may establish separate waiting lists for new applicants in each category of membership at the time that the Club contains a Full Complement of Members, if applicable, in each such category, as determined by Club in its sole discretion.

### **IV.**

## **MEMBERSHIP POLICIES**

### ***1. GENERAL***

Membership in the Club shall be evidenced by a copy of the Membership Agreement signed by the Member and by a representative of the Owner indicating approval of the applicant for membership. In addition, each Member shall receive, upon acceptance for membership and payment of the applicable Initiation Fee and other required fees, Membership Cards for the Member and his or her Family, if applicable.

## **2. *QUALIFICATION FOR MEMBERSHIP***

Any Invitee shall be eligible to apply for membership in the Club, subject to the additional eligibility requirements set forth herein. There shall be only one Member per membership; membership shall not be issued in joint names.

## **3. *AVAILABILITY OF MEMBERSHIPS***

The Club reserves the right to (i) decrease or increase the authorized number of memberships in any class or category, (ii) to suspend offering of memberships in any class or category, and (iii) to create and offer for sale new specialty categories of membership at any time as it deems appropriate in its sole discretion, subject to the provisions of Article II, Section 3.

## **4. *MEMBERSHIP CARDS***

A membership card indicating the Member's name, Club Account number, type of membership, and containing the name of the authorized user (the "Membership Card") shall be issued to each Member and to the members of his or her Family, if applicable. Membership Cards will be issued to the Primary and Secondary (spouse) members on each membership. Membership cards for dependents will be issued at the Primary member's request. The rules regarding the use of a Membership Card shall be set forth in the Rules and Regulations for the Club.

## **5. *RESIGNATION***

Provided that the membership is in good standing, a Member may submit a resignation of membership at any time, but no resignation shall be effective until (a) the Member's anniversary/renewal date immediately following the 60 day notice period described herein and (b) the Member's unpaid financial obligations to the Club have been settled. All resignations must be in writing, sent by mail or email, and confirmed received by the Membership Office, at least 60 days prior to the Member's anniversary/renewal date. Upon the resignation of a Corporate Golf Membership, all Designee positions under the membership shall be deemed to be resigned.

Resigning Members remain liable for all dues and charges accrued up to the effective date of resignation even if they have not used the Facilities. Resignation of a membership is irrevocable, unless otherwise determined by the Club.

## **6. *CHANGES IN MEMBERSHIP CATEGORIES***

Members may request a change from one category to another one time during the term of the membership. Any such requested change is subject to availability of the desired membership category, approval of the Club, and payment of any applicable additional Initiation Fee. The upgrade of a membership to a membership with a higher Initiation Fee requires the payment to the Club of the difference between the Initiation Fee previously paid by the Member and the then current Initiation Fee for the selected category of upgraded membership. In the event of the downgrade of a membership with a lower Initiation Fee than the Initiation Fee previously paid by the Member, no refund of any portion of the Initiation Fee shall be made in connection with the downgrade. All requests for changes affecting membership category, status, privileges or charges must be made by giving the Club 30 days prior written notice.

## **7. LEGAL SEPARATION OR DIVORCE**

In the event of the divorce or legal separation of Spouses having membership privileges, the membership, including all of its rights and benefits, will vest in the Spouse awarded the membership by an agreement of separation or a decree of divorce. Until the award of the membership and written notice thereof is provided to the Club, both Spouses will be jointly and severally liable for all dues and charges and may both continue to enjoy membership privileges so long as such amounts are timely paid. With regard to any claim or dispute about the ownership of a membership, in the absence of an agreement of separation or a decree of divorce, the Club shall be entitled to rely on the Membership Agreement and may confirm ownership of that membership in the name of the person listed on the Membership Agreement as the Member. The Club will not become involved in any domestic or other dispute concerning ownership or issuance of a membership and does not have any liability or responsibility for the resolution of such disputes.

## **8. FAMILY PRIVILEGES**

“Family Privileges” allow a Full Golf Family or Young Executive Golf Family Member’s “Family,” defined as the Member’s current, legal spouse (the “Spouse”) or Significant Other (defined below), and their unmarried children who are age of 23 and under, and who are living at home, attending school on a full-time basis or in the military (“Children”), to the usage privileges enjoyed by the Member. Please refer to the current Rules and Regulations for additional rules regarding the use of the Facilities by Family members including children.

## **9. SIGNIFICANT OTHERS**

Upon written request, an unmarried Member may request the Club to authorize use of the Club’s Facilities by a “Significant Other.” A Significant Other is an unmarried person who is not related to the Member by blood, and who lives with the Member in a personal couple relationship. The application for Significant Other status shall require proof that the Significant Other’s primary residential address is the same as the Member’s, and may require any other information deemed appropriate in the Club’s sole discretion. The Club may accept or reject, in its sole and absolute discretion, such request to extend use of the Facilities by the Significant Other. Such use of the Club’s Facilities by an approved Significant Other shall be permitted without the payment of additional dues or guest fees and without regard to Club rules limiting the number of times a non-Member guest may use the Club’s Facilities. The holder of the membership shall be jointly responsible for any charges incurred by the Significant Other at the Club. Ownership of the membership shall remain with the Primary Member for all purposes. Members may not request a change in the designation of the Significant Other more than once every two calendar years.

## **10. GUEST POLICY**

Members may sponsor accompanied guests. Presently, no person may play more than 12 rounds of golf per calendar year at the posted guest rate. There is no limit on the number of times per year a person may be the guest of a Member for dining. The Member is responsible for the payment of charges incurred but not paid by his or her guests, including any applicable daily guest fees established by the Club from time to time. Members are also responsible for the deportment of their guests.

## **11. STARTING TIME POLICY**

Members with golfing privileges may reserve advance starting times in accordance with the policy set forth in the current Rules and Regulations. Presently, Members may have up to two reservations per day per membership. For the consideration of the entire membership, and the orderly operation of the Club,

the Owner reserves the right to change the starting time reservation policy and/or to change the number of reservations per membership that may be permitted at any one time.

## ***12. LEAVE OF ABSENCE***

At the sole discretion of the Club, Full Golf and Young Executive Golf Members may be granted one leave of absence during the term of the membership due to extenuating medical circumstances. Any Member of the above categories requesting such leave of absence must provide such request in writing, and the request must include a doctor's written certification as to the existence of an extenuating medical circumstances and an estimated time for recovery (and return to active status). All leave requests will be considered on a case-by-case basis and, if approved, the Member will be notified in writing of such approval and the dates for which such leave has been granted. The maximum length of a leave of absence is six months. During any approved leave of absence, the payment of a monthly maintenance fee may be required in Owner's sole discretion and the membership shall be in inactive status. A Member who pre-paid dues for the then-current membership year and is granted a leave of absence will not be refunded such dues, but may apply the portion of such pre-paid dues attributable to the leave of absence toward the Member's dues for the following year. The Member, his or her Family and/or guests, if applicable, shall not be eligible to use the Facilities of the Club during any such approved leave of absence, even as the guest of another Member. On or before the expiration of the leave of absence period, the Member must make written request to the Club to request reinstatement or submit a written resignation. Only one leave of absence may be granted to a Member during the lifetime of the membership (this includes renewed and reinstated memberships from formerly resigned Members). Corporate Members, and Designees named under Corporate Golf Memberships, are not eligible for leave of absence.

## **V.**

### **TRANSFER AND TERMINATION OF MEMBERSHIPS; NO REFUND OF INITIATION FEE**

#### ***1. TRANSFER OF MEMBERSHIP***

Memberships at the Club of any and all types are not transferrable except as expressly authorized in this Membership Plan, which may be amended by the Owner.

- **Transfers Upon Death.** Upon the death of a Member in any category of membership except Corporate Golf Membership, the surviving Spouse, if any, may elect, by giving notice to the Club within 90 days of the Member's death, to (i) continue the membership privileges without having to pay any additional Initiation Fee, or (ii) resign the membership.
- **Corporate Golf Memberships.** Corporate Golf Memberships are not transferable; however, the name of a Designee entitled to use a Corporate Golf Membership may be changed to another individual upon written request by an officer of the Authorized Entity, subject to the Club's approval and payment of the current change of Designee fee.

#### ***2. TERMINATION***

All memberships at the Club operate on an initial 12-month period based upon the Member's admission date. Once this initial period has been completed, the membership will automatically renew for consecutive additional 12-month periods on the anniversary of the Member's admission date (i.e. the anniversary/renewal date) unless otherwise terminated in accordance with this Membership Plan.

### ***3. NO REFUND OF INITIATION FEE***

No Member shall have any right to a refund of his or her Initiation Fee under any circumstances.

## **VI.**

### **MEMBERSHIP RIGHTS AND USAGE**

#### ***1. MEMBERSHIP RIGHTS***

All memberships are revocable licenses, subject to the terms, conditions, and restrictions recited herein, by which designated persons enter onto the Club premises for the purpose of using and enjoying the available Facilities at the times and in the manner set forth in this Membership Plan and the Rules and Regulations. Membership identifies that person obligated for the payment of all fees, dues, and charges. Members agree to abide by this Membership Plan and the Rules and Regulations as presently enacted or hereafter amended. This Membership Plan and the Rules and Regulations, as amended or supplemented, will be maintained in the General Manager's office and are available for review upon request during normal business hours of the Club.

#### ***2. NO EQUITY RIGHTS OR VESTED INTEREST***

The Members have no equity ownership in the Club and membership does not imply any right or privilege to participate in or to administer the Club's business policies and does not create any vested, proprietary, prescriptive, or easement rights or interests of any nature in land, the Club, the Facilities, or any of the Owner's assets. A Member acquires only a revocable license to use the Facilities, in accordance with the terms and conditions of this Membership Plan, the Rules and Regulations, and the Membership Agreement, as same may be amended from time to time in the Owner's sole discretion. All rights and privileges of Members under this Membership Plan, the Rules and Regulations, and the Membership Agreement, are subordinate to the lien of any mortgage or deed of trust encumbering the Facilities from time to time. The Owner reserves the right to (i) reserve memberships; (ii) sell or otherwise dispose of the Facilities in any manner whatsoever and to any person whomsoever; (iii) issue or terminate any type of unissued membership; (iv) make any other changes in the terms and conditions of membership or the Facilities available for use by Members; and (v) amend this Membership Plan pursuant to Article IX, Sections 1 and 2.

#### ***3. COMMITTEES***

The Owner may establish a golf committee and other appropriate committees from time to time in Owner's sole discretion. All of the members of these committees, including the chairperson, will be appointed by the Owner for specific terms as determined by the Owner from time to time. Each of the committees will act only in an advisory capacity and will not have any duty or authority to act on behalf of the Members or the Club.

#### ***4. APPLICABILITY OF MEMBERSHIP PLAN***

This Membership Plan shall apply to all Members, their Family and guests.

## **VII.**

## **PAYMENT OF DUES AND CHARGES**

### ***1. STATEMENT AND PAYMENTS***

Members may elect to pay their membership dues on a monthly or annual basis. Membership Account statements will be emailed on the 1st of each month FOR THE PREVIOUS MONTH's charges. The Member has 14 days to review any charges and auto-billing is set to charge the statement balance to the credit card on file on the 14th of each month. Failure to timely pay monthly dues or any amounts due hereunder may result in assessment of a late fee, in Owner's sole discretion.

### ***2. DUES***

The current rate for monthly dues for each category of membership is set forth in the Membership Rates. The Club reserves the right to modify the rates for monthly dues from time to time and to modify its policy regarding the payment of monthly dues (e.g. may require that dues be paid quarterly or annually in full). The Club will endeavor, but is not required, to provide each Member with notice, at least 90 days prior to each Member's anniversary/renewal date, of the Member's dues amount for the forthcoming year.

### ***3. CHARGE PRIVILEGES***

A Member is entitled to charge privileges at the Club, provided his or her membership is in good standing and his or her account (the "Club Account") does not have a past due balance. Membership in good standing is conditioned upon prompt payment, in full, of all Initiation Fees, dues, charges and fees as assessed by the Club. Members are responsible for, and shall pay all charges incurred by their Family members and guests.

### ***4. MEMBERSHIP CHARGES***

All Initiation Fees, dues, miscellaneous charges and fees for services and products to be paid on an annual, quarterly, monthly or other basis, are determined solely by the Owner from time to time. The Owner reserves the right, in the future, to change the amount of the Initiation Fees, dues, charges and fees. Membership in good standing is conditioned upon prompt payment, in full, of all Initiation Fees, dues, charges and fees as assessed by the Club. A Member may be subject to disciplinary action, including forfeiture of membership, for failure to meet his or her financial obligations. The Initiation Fees, dues, fees and other charges in effect at any given time are contained in the Membership Rates that are available for review at the membership office.

### ***5. MISCELLANEOUS CHARGES***

A service charge percentage may be added to food, beverages and services purchased at the Club. Please refer to the Membership Rates for the current food and beverage discounts. The Club reserves the right to modify its policy regarding the food and beverage discounts and may require a monthly or quarterly food and beverage minimum in its sole discretion. Other fees or charges may be imposed from time to time by the Club, including, without limitation, locker, bag room, shoe service fees and the like. To the extent imposed, the various miscellaneous charges shall be posted on the Membership Rates, and, as applicable, billed to the Member's Club Account.

### ***6. MAINTENANCE OF MEMBER CHARGE ACCOUNTS***

In the event that the information provided on a Member's membership application with regard to credit card accounts becomes incorrect for any reason, including, but not limited to, expiration due to passage of time or closure of accounts, the Member shall provide to the Club's accounting department whatever data is necessary to update such information. All Members must maintain one credit card account against which certain delinquent accounts may be charged as set forth below.

In addition, any change of Member contact information, including phone number, email address, and mailing address, must be reported to the Membership Office by the Member immediately. Late or missed payments as a result of contact information changes are the responsibility of the Member. Disputed charges on a Member account must be submitted to the Accounting Office or Membership Office within 60 days of the statement date or otherwise shall be deemed waived.

## ***7. ASSESSMENTS***

The Members are responsible for the payment of the Initiation Fee, dues, fees and charges periodically established by the Owner; however, the Members shall not be assessed or levied any assessment for operating deficits. The Owner, as owner of the Facilities, is entitled to all revenues generated by the Club and is responsible for the payment of all operating expenses including any operating deficits.

## ***8. PAST DUE, DELINQUENCY AND REVOCATION***

Effective management of accounts receivable at the Club is important to the Club and necessary to protect the rights and privileges of every Member. Accordingly, it is necessary to institute the following policies with regard to those Members who do not maintain his or her accounts in a timely manner:

- After notifying a Member either by mail, e-mail or by telephone that his or her account is past due, the Club may suspend the Member's charging privileges until the account is brought current. In order to bring the account current, the Club shall have the right to charge such amounts to the credit card account of the Member, using the account information provided on the membership application and to the Club's accounting department pursuant to this Membership Plan. The Member consents to such charge against his or her charge cards by agreeing to become a Member of the Club. The Member will be notified by e-mail and may be contacted by telephone.
- Club may suspend, in addition to charging privileges, a Member's usage privileges if his or her account is over 30 days past due until the account is brought current. Club has the same rights to charge any outstanding amounts to Member's credit card account as specified above. A Member who has been suspended pursuant to this provision remains liable for the payment of applicable monthly dues during the period the Member is suspended, but has no rights to use any of the Club's Facilities during the period of suspension.
- Any membership with an account that is more than 60 days delinquent may be revoked, but such revocation shall not prejudice or affect in any manner the right of the Club to use all legal remedies necessary to collect such delinquent indebtedness. A membership may also be revoked in the Club's sole discretion for any violation of the Membership Documents as further detailed in the Rules and Regulations. If a membership is revoked by the Club for delinquency or for any other violations of this Membership Plan or the Rules and Regulations, the membership and all rights and privileges under the membership terminate.

## ***9. CHRONIC DELINQUENCY***

Any membership which becomes chronically delinquent, defined as more than 30 days past due three or more times may be revoked; however, such revocation shall not prejudice or affect in any manner the right of the Club to use all legal remedies necessary to collect such delinquent indebtedness. All Members shall be charged an additional fee established by the Club on his or her statement for any checks returned from the bank or the Club's actual cost of recovery, whichever is greater.

#### ***10. CREDITING OF ACCOUNT***

All bills must be paid in full. Members with any questions regarding his or her statement should contact the accounting department and any credits due the Member will be credited on the following month's statement. A credit may never be taken against any Initiation Fee.

#### ***11. REINSTATEMENT***

A request for reinstatement may be honored, at the Club's discretion, subject to membership category availability and upon payment of the difference between the original Initiation Fee paid by the Member and the then current Initiation Fee for that membership category, or any back dues or charges owed to the Club, or both of the foregoing, at the Club's discretion. An approved reinstatement of any membership may be accepted one time only.

### **VIII.**

#### **MISCELLANEOUS**

##### ***1. INDEPENDENT COMPANY***

The Members recognize and acknowledge that the Owner is a limited liability company, which is solely responsible for the obligations and liabilities of the Owner recited herein, arising hereunder, or in any manner related to the transactions contemplated hereby. The Members further recognize and acknowledge that no other person or entity, including (i) the Owner's officers, directors or members, (ii) any individual, or (iii) any affiliate of Owner which may form, organize, provide services to, provide loans and funds to, negotiate for, provide personnel to, make representations on behalf of, and from time to time take actions on behalf of or for the benefit of the Owner, by direct dealings with the Members or those acting for them, is in any manner liable or responsible for the obligations and liabilities of the Owner, whether recited herein, arising hereunder, or in any manner related to the transactions contemplated hereby.

##### ***2. BINDING EFFECT, INDEMNIFICATION***

In consideration of the rights and privileges of membership, each Member agrees, on his or her own behalf, and on behalf of his or her Family and guests, to be bound by this Membership Plan and the Rules and Regulations. Furthermore, each Member agrees (i) to hold harmless and indemnify the Club, the Owner, the General Manager, Omni Hotels Management Corporation and their respective employees, agents, and representatives (collectively, "Club Parties") and (ii) to provide a defense by counsel, of the Owner's choosing, from any claim, liability or loss which results from or is connected with any violation of this Membership Plan or the Rules and Regulations by the Member, Member's Family or guests, or any dispute arising from membership.

##### ***3. RELEASE, DISCLAIMER AND INDEMNIFICATION***



While using the Facilities or participating in Club events, whether on or off the premises, Members and their Family and guests are charged with the responsibility of using proper judgment and caution at all times. The Club and the Owner assume no liability for injuries caused to or incurred by any Member, Family member, guest or other person or for damage to property resulting from the use of the Facilities. Consequently, any Member, Family member, guest or other person who uses or accepts the use of any of the Facilities or services, or engages in any athletic contest, exercise or other Club activity, either on or off the premises, does so at his or her own risk and shall hold harmless and indemnify the Club Parties from any injury, damage, claim, or liability resulting from such use or engagement. Members are charged with the responsibility of notifying their Family members and guests regarding this release from liability and disclaimer. In addition, the Member agrees to indemnify and hold harmless the Club Parties from any claim, demand or cause of action asserted against the Club by a Family member, or guest of the Member.

#### ***4. PERSONAL PROPERTY***

Each Member, Family member or guest is responsible for his or her own personal property. The Club and the Owner are not responsible, except in the case of gross negligence by the Club or the Owner for lost property or articles stolen from anywhere on the Club premises and specifically disclaim any such responsibility. Personal property left by any person on the Club premises and not claimed within 30 days may be disposed of by the Club without notice. No bailment is intended, nor created, by the preceding sentence.

#### ***5. MODIFICATION OF FACILITIES***

The use of the Facilities may be modified or otherwise restricted as deemed necessary by the Owner. Membership does not create any presumption that the Facilities or services that are now or hereafter available will continue to be available in their current state or condition. The obligation to pay dues is not dependent on the availability of all the Facilities or the frequency of use. Tournaments, special events, repair, maintenance and/or construction or remodeling of any of the Facilities, and/or other occurrences may make it necessary for the Club to change the hours of use, or to restrict the use of one or more of the Facilities, or to close the Club temporarily. The Club will not reduce or suspend dues during the time when the Facilities, in whole or in part, are not available. The Club reserves the right, in its discretion, to refuse use of the Facilities by any person at any time.

#### ***6. NON-MEMBER PLAY***

Members may sponsor guests for golf play, however, no person may play more than 12 rounds of golf per year at the posted guest rate. The Club may, in its sole discretion, permit persons other than Members and their Family members and guests to use the golf course and the non-golf facilities of the Club under terms and conditions determined by the Club. Such use may include, but is not limited to, outings, banquets, special events and tournaments. In addition, blocks of time, including prime time hours and other starting times, will be available for golf play by Hotel guests. Non-Members, including Hotel guests, may reserve advance starting times in accordance with the policy set forth in the Rules and Regulations. Regardless of the number of Members, the Club may be closed to Members one day per week for maintenance and/or tournaments.

#### ***7. RECIPROCAL PRIVILEGES***

The Club may, in its sole discretion, enter into reciprocal use privileges and arrangements with other clubs and resorts, as the Club determines appropriate from time to time.

#### ***8. MEMBERSHIP CATEGORIES***

The Owner, at all times, retains the full right to modify categories of membership and the right to revise any or all of the membership privileges applicable to any membership category.

## ***9. LIABILITY FOR DAMAGE***

Each Member is liable for any damage to any of the Facilities or any person caused by the Member, or his or her Family or guests. Payment is due immediately upon presentment to the Member of a statement for costs.

- Persons playing on the golf course are expected to respect the rights of persons owning property adjacent to the golf course. Personal injury or property damage caused by a golf ball is the sole responsibility of the golfer striking the ball. The Club is not responsible for such damage. In the event of such damage, the Member should attempt to contact the homeowner or property owner as applicable at the time of the incident. If this is not possible, the golfer should report the matter to the golf shop upon completion of play. Failure to do so will constitute a violation of this Membership Plan and may be grounds for disciplinary action.
- Persons playing golf and/or using carts on the golf course are responsible for any injury which may result from their conduct. The Club is not responsible for injuries which may result from errant balls or cart accidents. In the event a Member causes such injury, the Member should contact the injured party and take responsibility for the incident and should report the matter to the golf shop immediately. Failure to do so will constitute a violation of this Membership Plan and may be grounds for disciplinary action.
- Caution must be exercised at all times while wearing golf shoes.

## ***10. ASSOCIATIONS***

The Owner and the Club do not assume any responsibility nor accept or incur any liability for the activity of any association. No association rules or policies may be contrary to or in conflict with this Membership Plan or the policies established by the Owner or the Club.

## ***11. RECOVERY OF DAMAGES OR DUES***

If the Club is required to turn a Member's account over to a collection agency or institute legal action to collect any dues or charges owed by a Member, or to enforce any provision of this Membership Plan against a Member, the Member agrees he or she shall be responsible for all costs of collection, reasonable attorneys' fees incurred by the Club, and court costs.

## ***12. NO AGENCY***

No Member or any person participating in the activities of any Club association or program shall have the authority, express or implied, to act on behalf of or as an agent for the Owner, the Club, or General Manager.

## ***13. NOTICE***

- Any notice to be given by the Club to a Member may be mailed, e-mailed or otherwise delivered to that Member at the addresses which the Member lists on his or her application for membership, unless

such address have subsequently been changed by notice delivered to the Club as provided for in this Section. Notice to a Member is effective at the time of personal delivery or, if mailed, on the first regular mail delivery day at least three days after the notice is delivered, postage prepaid, to the United States Postal Service.

- Any notice to be given by a Member to the Owner or the Club may be mailed or otherwise delivered to the Club at that address listed below, or such other address as the Owner or the Club may subsequently designate by notice delivered to the membership as provided for in this Section. Notice to the Owner or the Club is effective upon its receipt by the Director of Golf or General Manager as applicable.

OMNI INTERLOCKEN GOLF CLUB  
800 El Dorado Boulevard  
Broomfield, Colorado  
Telephone: (303) 438 – 6600  
Attn: Director of Golf

With a copy to:  
OMNI INTERLOCKEN HOTEL  
500 Interlocken Boulevard  
Broomfield, Colorado  
Telephone: (303) 438 – 6600  
Attn: General Manager

## **IX.**

### **AMENDMENT OF MEMBERSHIP PLAN**

#### ***1. AMENDMENT***

This Membership Plan may be amended by the Owner in its sole and absolute discretion at any time. The Membership Documents, as defined in Article I, Section 1, as presently enacted or as hereafter amended by the Owner, constitute the entire agreement between each Member and the Owner concerning the Club and the membership. None of the Membership Documents, nor the rights and obligations they create, may be modified, amended, enlarged, or revised orally or by any party other than a written amendment or modification adopted by the Owner, as determined in Owner's sole discretion.

#### ***2. ANNOUNCEMENT OF AMENDMENT***

Amendments to this Membership Plan may be announced either by publication in the Club's newsletter or by direct email notification to the membership.

Approved by the Owner to be effective for all purposes as of January 1, 2021.