



TUCKER'S POINT  
BEACH, GOLF & TENNIS CLUB

BERMUDA

**MEMBERSHIP AGREEMENT**

**I. APPLICANT'S INFORMATION**

*Personal*

Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
Spouse's Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
Anniversary Date: \_\_\_\_\_  
Bermuda Address: \_\_\_\_\_  
Alternate Address: \_\_\_\_\_  
Bermuda Residence Tel: \_\_\_\_\_ Cell Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Spouse Email: \_\_\_\_\_ Charge  
Unmarried children under the age of 25 (\*if family level membership selected): Privileges?  
Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Yes/No \_\_\_\_\_  
Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Yes/No \_\_\_\_\_  
Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Yes/No \_\_\_\_\_

*Business*

Company Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ Years in Present Employment: \_\_\_\_\_  Retired  
Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_  
Spouse's Company Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ Years in Present Employment: \_\_\_\_\_  Retired  
Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_  
Where did you hear about us? \_\_\_\_\_

*Club References*

(Please list all present and prior clubs - add additional sheet if necessary.)

1. Name of Club: \_\_\_\_\_ Year Accepted: \_\_\_\_\_

Type of Club: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Present/Former Member: \_\_\_\_\_

2. Name of Club: \_\_\_\_\_ Year Accepted: \_\_\_\_\_

Type of Club: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Present/Former Member: \_\_\_\_\_

*Personal References*

1. Name: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_ Years Known: \_\_\_\_\_

2. Name: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_ Years Known: \_\_\_\_\_

**II. APPLICATION FOR MEMBERSHIP**

I hereby apply for the following category of membership in Tucker’s Point Beach, Golf & Tennis Club (the "Club"):

			<u>INITIATION FEE</u> <u>(Non-Refundable)</u>
<input type="checkbox"/> Full Family	<input type="checkbox"/> Resort Family	<input type="checkbox"/> Golf Family	<input type="checkbox"/> \$7,500 Full/Resort <input type="checkbox"/> \$5,000 Golf
<input type="checkbox"/> Full Individual	<input type="checkbox"/> Resort Individual	<input type="checkbox"/> Golf Individual	<input type="checkbox"/> \$4,500 Full/Resort <input type="checkbox"/> \$2,000 Golf

I hereby agree to pay to the Club the initiation fee stated above for the category of membership selected, together with any applicable sales tax or other taxes payable with respect to acquisition of the membership.

Membership is contingent upon approval by the Club, which approval shall be at its discretion. Upon signing this Membership Agreement, I authorize the disclosure and release of information to the Club for investigating my qualifications for membership, including my credit history and law enforcement records, and agree to hold the Club harmless from any and all such acts. I further understand and acknowledge that the approval for membership process conducted by the Club is confidential and it is not the Club’s policy to disclose this information.

**III. PAYMENT OF DUES, FEES AND CHARGES**

I hereby agree to pay to the Club the membership dues for the membership category selected, together with any applicable sales tax, or other taxes payable with respect to dues, fees or charges. The current amount of dues for each membership category is described on a separate Schedule of Dues, Fees and Charges, and is subject to change.

**Club Account.** I hereby authorize that all of the dues, fees and charges be billed directly to me through my club account. I understand that I am obligated to keep a valid approved credit or debit card on file with the Club at all times and that I am responsible for any amounts that are not paid by me on my club account or by the credit card company or debit card bank or other financial institution.

I shall deliver the card to the Club so the Club can input the card in its system.

In the event that any amounts owed to the Club are not paid on a timely basis, I understand that I may be charged a late payment charge in accordance with the Rules and Regulations.

**IV. NO REFUND OF INITIATION FEE**

I shall not be entitled a refund of any portion of the initiation fee paid for the membership, whether after resignation, death, or otherwise, except as specifically set forth herein.

**V. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS**

I acknowledge that membership in the Club permits the member to use the Club Facilities and Resort Facilities referred to in the Membership Plan in accordance with the Membership Plan and Rules and Regulations. Membership in the Club is not an investment in RWTP Hotel Limited (the "Company") doing business as the Club, or the Club Facilities or the Resort Facilities, and does not give a member a vested or prescriptive right or easement to use the Club Facilities or the Resort Facilities. Membership in the Club

does not provide a member with an equity or ownership or any other property interest in the Company or the Club Facilities or the Resort Facilities. A member only acquires a revocable license to use the Club Facilities and Resort Facilities in accordance with the terms and conditions of the Membership Plan and Rules and Regulations, as the same may be amended from time to time, and this Membership Agreement. All rights and privileges of members under the Membership Plan, the Rules and Regulations and this Membership Agreement are subordinate to the lien of any mortgage encumbering the Club Facilities or Resort Facilities from time to time.

The Club reserves the right, in its sole discretion, to terminate or modify the Membership Plan and the Rules and Regulations, to reserve memberships, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify or terminate any type or category or class of membership, to recall any membership at any time for any or no reason whatsoever, to discontinue operation of any or all of the Club Facilities, to convert the Club into a member-owned club, and to make any other changes in the terms and conditions of the membership or the Club Facilities or Resort Facilities available for use by members.

In the event of recall of the membership, the Club will refund the initiation fee paid by the member to the affected member. In the event of a sale of the Club Facilities other than a foreclosure sale, the buyer shall take title subject to the terms and provisions of the then existing Membership Plan.

I hereby acknowledge that the use of the Club Facilities and Resort Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. I hereby accept any and all risk of injury to myself, my guests and my family sustained while using the Club Facilities and Resort Facilities or while involved in any event or activity incident to membership in the Club. I agree to release and hold RWTP Hotel Limited doing business as the Club, RWTP Golf Limited, TP Holdco Limited, any manager of the Club Facilities or Resort Facilities, their affiliates, their wholly owned subsidiaries, their successors and assigns and their respective directors, officers, managers, partners, members, shareholders, employees, representatives and agents and the members of any Club committees harmless in accordance with the provisions of the Rules and Regulations of the Club.

I hereby acknowledge that Rosewood is the manager of the Rosewood Bermuda Resort Facilities (as described in the Membership Plan). I acknowledge that this Membership Agreement is between me and the Company, and does not create any obligations on the part of Rosewood. I further acknowledge that there is no guarantee that Rosewood or any other management or operations company will continue to operate in the Tucker's Point Bermuda residential community and other residential communities designated by the Club and I shall not rely on said operation when making a decision to become or remain a member.

## **VI. MEMBERSHIP PLAN DOCUMENTS**

I hereby acknowledge receipt of the Tucker's Point Beach, Golf & Tennis Club Membership Plan and Rules and Regulations and that I have read and understand them, and agree to be bound by the terms and conditions thereof as the same may be amended from time to time by the Club. I further acknowledge that I am not relying on any oral representations in acquiring a membership in the Club.

This Membership Agreement shall be governed by and construed and enforced in accordance with the laws of Bermuda without giving effect to principles of conflicts of law.

The Club may pledge or assign this Membership Agreement.

All information contained within this Membership Agreement will be kept confidential by the Club and/or the Company, except in the ordinary course of Club operations or as required by law.

If the applicant is married, the signatures of both spouses are required.

An Addendum to this Agreement  is/ is not attached.

The membership acquired hereunder shall be issued in the name of:

applicant       applicant and spouse       entity

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_
Applicant's Signature

\_\_\_\_\_
Printed Name

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_
Spouse's Signature

\_\_\_\_\_
Printed Name

This Membership Agreement shall not be binding on the Club until the acceptance below is signed.

ACCEPTED BY

**RWTP HOTEL LIMITED, d/b/a
TUCKER'S POINT BEACH, GOLF & TENNIS
CLUB**

By: \_\_\_\_\_
Authorized Representative

Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

Tucker's Point Beach, Golf & Tennis Club
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Hamilton Parish, HS 02, Bermuda
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