



MEMBERSHIP
AGREEMENT



CHRISTOPHE HARBOUR
CLUB

The undersigned candidate (the "Candidate") is executing and delivering this Membership Agreement to Christophe Harbour Club, LLC, d/b/a The Christophe Harbour Club (the "Club"), to be considered for membership in The Christophe Harbour Club as a member in the following membership category (*check the category that applies*):

Christophe Membership

Golf Membership

Fractional

Member Account Number: (To Be Completed by the Club) _____

Please Print:

Personal

Candidate _____

Name of Spouse or Significant Other _____

Address _____

Number

Street

Unit

City

State/Province

Postal Code

Telephone

Mobile Telephone

Country

Email Address _____

Check this box if you wish to receive email notices about Club news and upcoming events

Check this box to allow the Club to publish your name, address, telephone, and email address in a membership roster

Please List Children:

1. _____ M F
Name Residence Birth Date

2. _____ M F
Name Residence Birth Date

3. _____ M F
Name Residence Birth Date

4. _____ M F
Name Residence Birth Date

Business (*optional*)

Candidate's Occupation _____ Title _____

Company Name _____ Years In Present Employment _____

Company Address _____

Number

Street

Unit

City

State/Province

Postal Code

Telephone

Country

Email Address

Spouse's Occupation _____ Title _____

Company Name _____ Years In Present Employment _____

Company Address _____

Number

Street

Unit

City

State/Province

Postal Code

Telephone

Country

Email Address

Credit Card Information

Name on Account	Address		
Major Credit Card	Account Number	Exp. Date	Security Code

Please complete the following for correct mailing instructions, if other than address indicated above:

Mail my Club bills to: Mail my Club newsletter and general Club communications to:

_____	_____
_____	_____
_____	_____

Candidate desires to acquire membership in the Club as a Member in the category specified above and submits the membership deposit payment of \$ _____, with this Membership Agreement. (The amounts of the membership deposit payment will be filled in by the Club.)

Upon signing this Membership Agreement, Candidate and Spouse authorize the disclosure and release of information to the Club and the Club’s authorized personnel (the “Club Entities”) and for investigating their qualifications for membership, including without limitation, their credit history and business reputation, and authorize all persons or entities mentioned above to furnish information to the Club Entities. Candidate and Spouse agree that all information and communications received by the Club Entities in connection with this Membership Agreement are privileged, confidential, and not subject to disclosure to Candidate or to any other person other than the Club Entities. Candidate and Spouse agree never to make demand on the Club or any other person to disclose any of the information or communications to the undersigned, and release the Club Entities and their members, partners, officers, directors, shareholders, employees, representatives, affiliates and agents and any person providing information or communications from any liability in connection therewith.

Candidate and Spouse understand that membership in the Club is subject to written approval, payment of the required membership deposit, and continued payment of all dues, charges, and other amounts due the Club.

Candidate acknowledges that the Club Facilities are owned and operated by Christophe Harbour Club Properties, Limited (the “Company”) and that access to the Club Facilities is made available to Club Members pursuant to an agreement between the Company and the Club. Accordingly, upon written approval of Candidate’s membership by the Club, Candidate authorizes (i) the Club to initiate payment for all dues, fees, charges, and other amounts from time to time owing to the Club, and (ii) the Company to initiate payment for all use fees, guest fees, food and beverage, and other fees and charges owing to the Company by (____) automatic withdrawal from the Candidate’s bank account as described above or by (____) automatic billing of Candidate’s major credit card as described above (one of the automatic payment options must be marked above by Candidate). It is Candidate’s responsibility to ensure that any payments will not be rejected for insufficient funds or for exceeding the credit limit of Candidate’s major credit card. In such event, Candidate may be liable for late payment and/or returned check fees, as appropriate. Candidate agrees that the Club’s rights with respect to an automatic withdrawal shall be the same as if it were a check made payable to the Club.

Candidate acknowledges receipt of the attached Terms and Conditions and agrees to be bound by such Terms and Conditions, the Club’s Membership Plan and all documents referenced therein, as they may be amended from time to time (the “Membership Documents”). Dues, administrative fees, use fees, guest fees, and other fees and charges are subject to change.

If Candidate is married, both Candidate and Spouse must sign below, agreeing that they shall be jointly and severally liable for all dues, fees, charges, and other amounts from time to time owing to the Club and/or the Company, including (without limitation) all charges incurred by Immediate Family members and guests.

Candidate Signature _____ Date _____

Spouse Signature _____ Date _____

Please Mail This Membership Agreement To:

Corporate Controller
Christophe Harbour Club
2 N Adgers Wharf
Charleston, SC 29401
Phone: +1 843.297.4002

This Membership Agreement shall not be binding upon the Club until the acceptance below is signed. Upon such signing, it shall become the Membership Agreement between the Candidate and the Club.

Approved And Accepted:
Christophe Harbour Club, LLC

By _____

Print Name _____

Title _____

Date _____

Terms And Conditions Of Agreement And Membership

- A. This Membership Agreement will not be acted upon unless it is (i) fully completed and executed, and (ii) accompanied by funds in the amount of the membership deposit, which shall be in United States of America dollars.
- B. Candidate acknowledges and agrees to be responsible for all charges incurred which, depending upon the automatic payment option selected by Candidate, shall be either automatically withdrawn from Candidate's bank account or automatically billed to Candidate's major credit card.
- C. Candidate acknowledges that the bank account information and major credit card information provided as part of this Membership Agreement are current, and Candidate agrees that the automatic payment option selected by Candidate shall be continually updated with the Club throughout Candidate's membership with the Club.
- D. Candidate acknowledges and agrees that either the automatic withdrawal from Candidate's bank account or automatic billing to Candidate's major credit card will occur on each payment due date.
- E. Candidate acknowledges and agrees that the authority of the Club and the Company to automatically withdraw funds from Candidate's account or automatically bill Candidate's major credit card will not cease until the Club and the Company receive written notification revoking this authorization agreement.
- F. Candidate acknowledges and agrees that if an automatic withdrawal or automatic billing cannot be made, with or without cause of Candidate, neither the Club nor the Company shall be liable for fees or charges assessed by Candidate's financial institution or for any other reason whatsoever.
- G. Candidate acknowledges and agrees that if the automatic withdrawal or automatic billing is rejected as a result of insufficient funds or for exceeding the credit limit of Candidate's major credit card, the Club, the Company, and Candidate's financial institution may assess a fee.
- H. Candidate acknowledges that neither a membership nor the membership deposit is an investment in the Club, nor does either provide an equity or ownership interest in the Club, or the facilities or programs of the Club (the "Club Facilities"), and the membership and the membership deposit are for recreational use of the Club Facilities only.
- I. Candidate hereby acknowledges that each person who desires to acquire title to a lot or residence (a "Unit") in the Christophe Harbour residential community must apply for, and be approved for, a Christophe Membership in the Club (or a Golf Membership, if desired) as a condition for owning a Unit, and must acquire at least a Christophe Membership in the Club on or before closing on the purchase of the Unit. All Unit owners must maintain at least a Christophe Membership in good standing for each Unit owned as long as they own a Unit.
- J. Candidate acknowledges that a Member only acquires a revocable license to use the Club Facilities in accordance with the Membership Documents. The Club reserves the right, at any time and from time to time, in its sole and absolute discretion, to reserve memberships, to terminate any or all types of membership, and to make any other changes in the terms and conditions of membership or use of the Club Facilities. In addition, the Company reserves the right to discontinue operation of any or all of the Club Facilities, to sell or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever.
- K. Candidate covenants and agrees to indemnify and hold harmless Christophe Harbour Club, LLC, Christophe Harbour Club Properties, Limited, and their Members, partners, shareholders, directors, officers, employees, representatives, affiliates, and agents in accordance with the provisions of the Membership Documents.

- L. Candidate acknowledges that use of the Club Facilities may be restricted from time to time for events, construction, renovation, maintenance, and other causes. The Club shall have the right to offer other types of membership and dues categories from time to time, in its sole and absolute discretion. The Club, the Company, and their affiliates, agents and assignees shall have the right to use the Club Facilities for all of their business purposes and may designate certain other individuals or employees to use the Club Facilities. Such use may be complimentary or at a reduced rate.
- M. Candidate hereby acknowledges and agrees that the Club Entities may use photographs taken of Candidate and other users at the Club and statements made by any of them at the Club for Club publications, without any prior approval.
- N. Candidate hereby acknowledges and agrees that unless Candidate notifies the Club in writing, Candidate's name, address, telephone, and email address may be listed in the Club's membership directory or roster.
- O. Resignation is permitted only in accordance with the Membership Documents. The Member's use privileges will continue until the membership terminates under the terms of the Membership Documents, and the Member must continue paying all dues and other charges required until the membership terminates.
- P. If Candidate paid a membership deposit to join the Club, Candidate's membership deposit will be refundable as set forth in the Club's Membership Plan. The membership deposit is also security for the payment of dues and charges incurred by Candidate, and all unpaid amounts owed by Candidate to the Club and the Company shall be deducted from the amount of any refund paid by the Club to Candidate.

SEPT 14, 2015

