

DEL RESORT MEMBERSHIP APPLICATION & AGREEMENT



1500 Orange Avenue | Coronado, CA 92118 | 800 HOTEL DEL | hoteldel.com

RESORT MEMBERSHIP PROGRAM Agreement

Hotel del Coronado, is offering memberships in the 'RESORT MEMBERSHIP PROGRAM' to the resort for the use of the facilities of the hotel and spa known as Hotel Del Coronado Resort & Spa (the "Resort") located at 1500 Orange Ave, Coronado, CA 92118. Upon execution of this Membership Agreement (the "Agreement") the undersigned (referred herein as the "Member") agrees to acquire a Resort Membership and to be bound by the terms and conditions of this Agreement.

1. RESORT MEMBERS

1.1 MEMBERSHIP FEE

The Resort Membership requires the Member to pay a non-refundable membership fee. The membership fee of a Member will not be repaid. The Resort Membership has a maximum term of five (5) years from the date the membership is issued.

If The Club terminates the membership program without cause, a prorated portion of the membership fee will be repaid to the Member within forty-five (45) days. If the membership is terminated by The Club for cause, the membership shall not be refunded.

At the end of the five (5) year period, provided memberships are then being offered, the Member can elect to renew his or her membership for another five (5) year period by paying the then current membership fee.

Members acquire their membership subject to all applicable tax laws as may exist from time to time. The Club makes no representations and expresses no opinions regarding the federal or state income tax consequences of paying the membership fee. Persons interested in acquiring a membership should consult with their own tax advisor with respect to the tax consequences of paying the membership fee.

1.2 BENEFITS TO RESORT MEMBERS

A Member, their spouse and any unmarried children twenty-two years of age and under living at home or attending school on a full-time basis, may utilize the member preferred rate off the best available rates offered at that time, based upon availability, except during the black-out period from July 3rd to July 5th and Comic Con week. The Club reserves the right to limit Member privileges, including limitations on the number of stays and/or length of stay a particular Member may utilize the Resort. Membership does not constitute guaranteed hotel room availability. Members may be subject to "minimum night stay" requirements during various times of the year.

Membership benefits, preferred rates and access will be honored only while checked into a room at The Hotel del Coronado. Members that are not currently a guest of the Hotel del Coronado will not be eligible to use their membership benefits on property. A Membership keycard will be issued to the member at check-in, and will serve as the member identification card to access member benefits while being a guest at Hotel del Coronado.

1.3 BENEFITS TO MEMBERS' GUESTS

Accompanied guests of Members may enjoy a stay at the Resort, using the member preferred rate off the standard published room rates based upon availability, except during the black-out period from July 3rd to July 6th and Comic Con week. The Club reserves the right to limit guest privileges, including limitations on the number of stays and/or length of stay a particular guest may utilize the Resort. Guests may be subject to "minimum night stay" requirements during various times of the year. Members may extend their preferred rate on resort room reservations only.

2. PERSONAL AND ADMINISTRATIVE CHARGES

The Club will determine the amount of necessary administrative charges due annually by Club Members. A fee is charged per year and is subject to change at any time. A resigned Member shall not be obligated to continue to pay these annual charges and any other fees associated with the membership. A resigned Member will not be entitled to a refund of any annual charges paid. All expenses the Member and/or Member's guest(s) incur while staying at the

3. RESTRICTIONS ON MEMBERSHIPS

The memberships are non-transferable except by inheritance to a spouse, if applicable. Members have no voting rights. Membership will not appreciate in value so as to provide a Member with a profit. The Member agrees that membership is being acquired solely for the purpose of using the facilities of the Resort and does not give a Member a vested or prescriptive right or easement to use the Resort nor does membership provide the Member with an equity or ownership interest or any property interest in The Club or the Resort. A Member only acquires a revocable license to discounted rates and other benefits at the Resort in accordance with this agreement. The Member agrees not to allow any unauthorized use of their membership and/or membership card. The Member agrees not to participate in any plan or scheme to redistribute memberships in any form or capacity. The Member acknowledges that the Member will not be entitled to share in any of the income generated by The Club, nor will The Club pay any dividends to the Member.

4. THE PURPOSE OF THE MEMBERSHIP

Memberships are being offered exclusively for the purpose of permitting persons acquiring a membership to preferred room rates and other specials or promotions at the Resort. Membership shouldn't be viewed or acquired as an investment and no person purchasing a membership should expect to derive any economic profits from said acquisition.

5. ISSUANCE OF MEMBERSHIP CARDS

Only two (2) Member cards will be issued for each membership; one (1) card for the Primary Member and one (1) card for the Member's spouse.

6. LOST OR DAMAGED MEMBERSHIP CARDS

Should the Member lose or otherwise damage his or her membership card, the Member shall report it immediately and a new membership card will be re-issued at the Member's expense. The Member takes all responsibility for any loss, damage, misuse or misappropriation of membership cards.

7. RESERVATION OF ROOM NIGHTS AND CHECK-IN

7.1 Members may request a room for themselves and their accompanied guests up to one year in advance. The Member may book a maximum of four (4) rooms or suites during any one stay at the 20% off best available published room rates (depending upon the number of immediate family members visiting the property). The Member's number is required at the time of booking. Membership rates are applicable to already confirmed reservations from date of application as long as reservations have been booked directly through the resort. Membership rates will not be valid during the blackout periods from July 3rd through July 5th and Comic Con week. Full resort rates apply during these blackout periods. The Club reserves the right to change blackout periods. All reservations will be based on our Resort Reservation Rules and Procedures:

7.2 Member must present membership card and photo ID (driver's license, etc.) upon check-in.

- a. Check-in time: after 4:00 p.m.
- b. Checkout time: by 12:00 noon.

7.3 All Hotel del Coronado room reservation policies will apply to Members.

8. LEGAL SEPARATION OR DIVORCE OF MARRIED MEMBERS

When a membership is issued in the name of more than one person, each person will be jointly and severally liable for all dues, fees and other charges and liabilities associated with the membership. In the event of a divorce or separation of married Members, 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 use privileges, both spouses will be jointly and severally liable for all dues and charges. While a divorce is pending, the membership may be used by both spouses as long as the membership is current and active.

9. DEFAULT, NON-COMPLIANCE BY MEMBER

In the event of a Member's failure to pay annual membership administrative charges or other charges against the Member's account when due, or to otherwise comply with the rules, regulations, terms and conditions of membership and/or the Resort, then all rights and privileges associated with such Member's membership will be suspended until all monetary sums are paid in full, including penalties, interest, and/or late charges and all other non-compliance is satisfactorily rectified. Late charges shall be assessed monthly to all delinquent balances owed by members at the maximum interest rate allowed by law. Costs to collect charges and to enforce any other duties will be assessed against the Member. Such costs will include, but are not limited to, court costs and attorneys fees. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Any legal action in connection with this contract shall be brought or maintained only in the courts of the State of California, and only in San Diego County.

10. MEMBERSHIP APPROVAL PROCESS

The Selection Committee will review all applications and determine approval or denial of all such applications for membership. The Selection Committee's decision will be final and binding. Applicants may re-submit applications more than once if they so desire. If an application is denied, a minimum six-month waiting period will be enforced before resubmission of said application is allowed.

11. GENERAL PROVISIONS

11.1 ENTIRE AGREEMENT; MODIFICATION

This Agreement constitutes the entire agreement between the parties and there are no understandings or agreements other than those incorporated in this Agreement. The Club reserves the right, in its sole and absolute discretion, (i) to make any changes in the terms and conditions of the Resort Membership or in the use of the Resort, (including restriction of certain dates and rooms) (ii) to sell, lease or otherwise dispose of the Resort and/or (iii) to terminate the Resort Membership, or this Agreement upon forty-five (45) days written notice. A prorated portion of the membership fee will follow.

11.2 WAIVERS

Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege ("Right") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any Right preclude any other or further exercise of the same or any Right, nor shall any waiver of any Right with respect to any occurrence be construed as a waiver of such Right with respect to any other occurrence.

11.3 SEVERABILITY OF PROVISIONS

Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

11.4 BINDING NATURE; NO ASSIGNMENT

This Agreement shall be binding upon and ensure to the benefit of the parties thereto, their applicable heirs, personal representatives, successors, and permitted assigns.

11.5 DEFINITION OF A MEMBER

A Member's current spouse or registered domestic partner shall be entitled to equal privileges as the Member. In the event the spousal or domestic partner relationship is not evidenced by a marriage license or registered domestic partnership agreement, a Member may designate one person to receive the same privileges as the Member so long as such designated person resides in the Member's residence, is considered by and held out to the public as such Member's spouse or domestic partner and is able to provide proof of such relationship as required by The Club. Said designee must be presented in writing and may not be changed more than once every eighteen (18) months.

9. DEFAULT, NON-COMPLIANCE BY MEMBER

11.6 ARBITRATION

In the event there is a dispute concerning the rights and obligations of the Member or The Club under this Agreement, the matter may, at The Club's sole discretion, be submitted to binding arbitration.

11.7 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11.8 HEADINGS

The headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement.

11.9 EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties hereto as the signatories. The Membership Fee and Annual Administrative charges are subject to change without notice. Only applications and Resort Membership agreements received prior to a change will be accepted by The Club.

The receipt of the signature of a party or a duly authorized representative of a party transmitted via a facsimile machine shall be satisfactory to bind such party to the provisions of this Agreement. If a signature is transmitted via facsimile machine, the party so transmitting shall deliver the original signature page as soon as reasonably possible to The Membership Office, Hotel del Coronado, 1500 Orange Ave, Coronado Ca. 92118. 619-522-8139.

IN WITNESS WHEREOF, the parties, intending to be legally bound, execute this Agreement on the date referenced below. Primary Resort Member Signature Date

Primary Resort Member Signature _____ Date _____

Printed Name _____

Resort Member Spouse Signature _____ Date _____

Printed Name _____

APPROVED AND ACCEPTED BY: The HOTEL DEL CORONADO a KSL Resorts, Inc. Property Resort, Inc.

By _____ Date _____

KSL HdC MANAGEMENT CO., LLC., a Delaware limited liability company, its authorized Club Representative

Printed Name _____

I. INFORMATION

PERSONAL

Applicant's Name _____

Birth Date _____

E-mail _____ Cell Phone _____

Spouse's Name _____

Birth Date _____

E-mail _____ Cell Phone _____

Residence Address _____
Street City State Zip Code

Billing Address _____
Street City State Zip Code

Telephone _____ Fax _____

Unmarried children under age 22 living at home, attending school on a full-time basis or in the military:

Name	Gender	Birth Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PERSONAL REFERENCES

1. Name _____ Telephone _____

Address _____ Years Known _____

2. Name _____ Telephone _____

Address _____ Years Known _____

Please check here if referred by current Member
(list one Member only)

Member Name _____

BUSINESS

Applicant's Company Name _____ Title _____

Business Address _____

Telephone _____ Years in Present Employment _____ Retired

Fax _____ E-mail _____ Web Site _____

Spouse's Company Name _____ Title _____

Spouse's Business Address _____

Telephone _____ Years in Present Employment _____ Retired

Fax _____ E-Mail _____ Web Site _____

II. APPLICATION/ AUTHORIZATION

I undersigned hereby applies for a Resort membership at the Hotel del Coronado.

Charges will be _____ for the one-time **Membership Fee**.
Annual Administrative charge of _____ for a total of _____.

The Membership Fee and Annual Administrative charges are subject to change without notice. Only applications and Resort Membership agreements received prior to a change will be accepted by the Club. Please complete the credit card information outlined below.

Credit Card Type (check one below)

Master Card Visa Amex Diners

Credit Card Number _____ Expiration Date _____ / _____

Name on Card (exactly as printed) _____

Cardholder Signature/ Authorization _____

Please check one of the two options below for payment plan:

_____ The annual dues may automatically be charged each year to the credit card listed above

_____ Please bill me directly and I will pay the annual dues by check

Upon signing this application, I authorize the disclosure and release of information to The Club for investigating my qualifications for Membership including my credit history. I further authorize any person or entity to furnish The Club information requested by the Club and agree to hold the Club harmless for any and all such acts.

I hereby acknowledge receipt of Resort Membership Program Agreement and that I have read and understand it 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 Resort Membership.

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

Applicant's Signature _____ Date _____

Printed Name _____

Spouse's Signature _____ Date _____

Printed Name _____

This Membership Application and Agreement shall not be binding on The Company until the acceptance below is signed.

APPROVED AND ACCEPTED BY: **The HOTEL DEL CORONADO a KSL Resorts, Inc. Property Resort, Inc.**

By _____ Date _____

KSL HdC MANAGEMENT CO., LLC., a Delaware limited liability company, its authorized Club agent

Printed Name _____