

## Membership Agreement Terms and Conditions

### Memberships

This agreement entitles the Members to all rights and privileges as set forth from time to time by the Columbia Association (hereafter referred to as CA) provided that each Member complies with CA's rules and regulations. This agreement and the memberships provided hereby are not transferable. In consideration for inclusion in the membership provided by this Agreement, all persons covered by this membership are bound by the terms and conditions of this Agreement. The Principal Member(s) may cancel this Agreement without penalty within three calendar days after the date the agreement is signed by the Member(s).

### Membership Rates and Renewal

The membership provided in this Agreement shall be for the initial term, and thereafter shall continue from month-to-month, unless terminated as provided below. After the expiration of the initial term, the membership fee may increase to the then current membership price. CA also may increase the annual membership fee on May 1 each year by an amount up to 5% in excess of the fee for the prior year without additional notice to members. If the increase exceeds 5%, CA will provide notice to members at least 45 days in advance of the increase effective date. The Principal Member may elect to renew the membership for a multi-year fixed term, during which the amount of the membership fee shall not be increased more than one time. A member wishing a multi-year renewal must contact the Membership Service Center and provide written notice of the election of such option at least 30 days in advance of the desired date of commencement of the multi-year term. Notwithstanding the above, golf memberships shall automatically renew for a term of the same length as the initial membership term. Renewal membership fees shall be payable in the same manner as the initial membership fee unless CA agrees in writing to a different manner of payment. During the initial membership term or any fixed renewal term, the Principal Member(s) may upgrade the membership to a broader membership type, but may not reduce the membership to a more limited membership type. In the event of such membership upgrade, the Member(s) agree that the amount of the monthly payment will be

increased accordingly to reflect the upgrade. The non-use of a membership does not relieve the Member(s) from any payment required under this Agreement.

#### Payment Default Provisions

In the event that any check or draft to CA's order for payments due under this Agreement is not honored or if any fee for any CA services or assessments is not paid, in addition to other rights that CA may have to collect the amounts due, CA shall have the right to:

- A) Suspend services under this and any other CA agreement to all Member(s) on this Agreement until the payments due are made, and/or
- B) Assess a service charge for each check or draft dishonored to reimburse CA for its collection expenses, and/or
- C) Amend the monthly deduction authorization contained in this Agreement so that any past due amounts may be added to the remaining monthly payments, and/or
- D) Terminate services covered by this Agreement and collect the entire remainder of the full membership fee.

#### **Release and Indemnification**

By signing this Agreement, the Principal Member(s) on their own behalf and on behalf of their dependents (collectively, the 'Members') release, indemnify and hold harmless CA, its officers, directors, employees and agents, from all liability for any loss, damage, theft of property, bodily injury, personal injury or death, whether caused by the negligence of CA or otherwise, arising out of or connected with the Members' use of CA facilities or equipment, participation in CA's classes, activities, or programs, or receipt of CA's services. The Principal Member(s) on their own behalf and on behalf of their dependents acknowledge that they have read this agreement and are giving up legal rights and remedies that they or their dependents may have now or in the future.