



DRAFT

**MEMBERSHIP AGREEMENT FOR
RESERVE MEMBER DESIGNEE**

This agreement is a “Membership Agreement” for a designee under a Reserve Membership as provided for in the Sea Island Club Membership Plan dated August 2, 2021 (as amended, modified or supplemented from time to time by the Club referred to hereinafter, the “Membership Plan”). Capitalized terms used and not otherwise defined in this Membership Agreement have the respective meanings given in the Membership Plan.

I. INFORMATION

A. PERSONAL

Reserve Member’s Name _____

Reserve Member Designee’s Name _____ Birth Date _____

Name for Membership Card _____

Spouse’s Name _____ Birth Date _____

Spouse’s Name for Membership Card _____

Local Address _____

Mailing Address _____

Billing Address (if different from Mailing Address) _____

Telephone _____ Primary _____ Cellphone _____

Email Address _____

Spouse’s E-mail Address _____ Spouse’s Cell Phone _____

Immediate Family Members: (Domestic Partner and unmarried children of the Reserve Member Designee (referred to and defined hereafter), spouse or Domestic Partner under the age of 26 who are either living at home, attending school on a full-time basis or serving in the military)

Name	Relationship	Birth Date

Extended Family Members: (children of Reserve Member Designee, spouse or Domestic Partner not listed above, parents, grandchildren and spouses or Domestic Partners who are eligible for extended family privileges as described in the Membership Plan)

communications received in connection with this Membership Agreement are confidential and not subject to disclosure to the Reserve Member Designee or to any other person other than authorized Club representatives, except as required by law.

II. MEMBERSHIP PRIVILEGES

The undersigned Reserve Member and the Reserve Member Designee have requested Reserve Member designee status for said Reserve Member Designee under the Reserve Member's Membership Agreement, the Membership Plan and the Rules and Regulations, and the Club has determined to grant such status, subject to the terms hereof and of the Reserve Member's Membership Agreement, the Membership Plan and Rules and Regulations.

The Reserve Member Designee is entitled to the same membership use privileges as a Full Member, in accordance with the terms and conditions of the Membership Plan and Rules and Regulations, including, without limitation, privileges for the Reserve Member Designee's Immediate Family Members and Extended Family Members, and guests. Preferred pricing discounts shall be available to the Reserve Member Designee on the same basis that may apply from time to time for Full Members.

The Reserve Member Designee acknowledges that as a designee of a Reserve Member, his or her right to utilize the Club Facilities and enjoy membership privileges is derived solely through the Reserve Member's Reserve Membership in Sea Island Club and that the Reserve Member Designee holds no independent rights or privileges to utilize the Club Facilities or enjoy any of the privileges associated with the membership, other than pursuant to such Reserve Membership. The Reserve Member Designee acknowledges that the Reserve Member has the right to terminate, for any reason, the Reserve Member Designee's status as a designee under the subject Reserve Membership, including at the end of any Membership Year.

The Reserve Member Designee acknowledges that upon any suspension or expulsion of the Reserve Member or upon any other termination of the membership held by the Reserve Member, all of the rights to utilize the Club Facilities and to exercise and enjoy all of the privileges associated with the subject membership as provided herein in favor of the Reserve Member Designee, shall cease.

III. PAYMENT OF DUES, USE FEES AND CHARGES

Upon being accepted for membership privileges, the Reserve Member Designee hereby agrees that the Reserve Member Designee is jointly and severally liable, along with the Reserve Member, for the allocable portion of the dues payable under the Reserve Membership with respect to the Reserve Membership designee position which is the subject hereof and all fees and charges incurred or otherwise payable by the Reserve Member Designee, the Reserve Member Designee's Immediate Family Members or Extended Family Members, and their guests, together with the any applicable sales tax, or other taxes with respect to the payment of dues and fees or charges.

In the event that any amounts owed to the "Club" (i.e., Sea Island Company, LLC, a Delaware limited liability company (the "Company"), or its successors or assigns, and/or their respective designees doing business as Sea Island Club) are not paid on a timely basis, the Reserve Member Designee understands that the Reserve Member Designee may be subject to a late payment charge as well as certain disciplinary action, in accordance with the Rules and Regulations, as amended, modified or supplemented by the Club from time to time.

IV. ACKNOWLEDGMENT

The Reserve Member Designee hereby acknowledges that the use of the Club Facilities and any privilege or service incident to membership privileges is undertaken with knowledge of risk of possible injury. The Reserve Member Designee hereby accepts any and all risk of injury to the Reserve Member Designee, the Reserve Member Designee's family members and guests sustained while using the Club Facilities, or while involved in any event or activity incident to membership privileges in Sea Island Club. The Reserve Member Designee agrees to release and indemnify the Club, any manager of the Club Facilities, their affiliates, their successors and assigns and their respective directors, officers, partners, members, shareholders, employees, representatives and agents and the members of the advisory board of Sea Island Club and any club committee in the same manner as a Member in accordance with the provisions of the Rules and Regulations.

The failure of any party to insist upon a strict performance of any of the terms or provisions of the Membership Plan, the Rules and Regulations and/or the Membership Agreement, or to exercise any option, right or remedy contained therein, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any party of any term or provision of the Membership Plan, the Rules and Regulations or the Membership Agreement shall be deemed to have been made unless expressed in writing signed by such party. To the extent that any provision of the Membership Plan, the Rules and Regulations and the Membership Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, the remaining provisions thereof shall not be affected and shall be given full force and effect.

The Reserve Member Designee's status as a designee under the subject Reserve Membership is not transferable by the Reserve Member Designee.

The Club reserves the right, in its sole discretion, to terminate, amend, modify or supplement the Membership Plan and the Rules and Regulations, to reserve memberships, to add, issue, modify, terminate, or discontinue the offering of any type, category or class of membership or dues category, to discontinue operation of any or all of the Club Facilities, to convert Sea Island Club into a member-owned club, and to make any other changes in the terms and conditions of membership or in the Club Facilities or services available to members.

The Company, for itself and on behalf of its successors and assigns, reserves the right to sell, merge, assign, convey, transfer or otherwise dispose of any or all of its right, title and interest in the Club Facilities to any party or parties. Upon any such sale, merger, assignment, conveyance, transfer or other disposition of all right, title and interest in the Club Facilities, the transferring party shall be relieved of and released from any and all obligations under the Membership Plan, the Rules and Regulations and each Membership Agreement then in effect, provided however, the purchaser or the surviving company acquires such right, title and interest subject to the terms and conditions of the Membership Plan, the Rules and Regulations and Membership Agreements then in effect (including without limitation of the right of the Company or its successors or assigns to terminate, amend, modify, or supplement this Membership Plan and the Rules and Regulations) and assumes the obligations of the transferring party thereunder.

V. MEMBERSHIP PLAN DOCUMENTS

The Reserve Member Designee hereby acknowledges receipt of the Membership Plan and the Rules and Regulations and that the Reserve Member Designee has read and understands them, and agrees to be bound by the terms and conditions thereof as the same may be amended, modified or supplemented from time to time by the Club. The Reserve Member Designee further acknowledges that the Reserve Member Designee is not relying on any oral representations in acquiring membership privileges in Sea Island Club. The Reserve Member

Designee shall be considered as a Member for purposes of the Membership Plan and Rules and Regulations unless otherwise stated or the context indicates or requires otherwise.

All issues and controversies arising out of this Membership Agreement shall be governed by the laws of the State of Georgia without regard to conflict of laws principles. The prevailing party in any litigation, arbitration or other dispute resolution shall be awarded attorneys' fees and costs.

The Club may pledge or assign this Membership Agreement.

[Signature Page Follows]

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If the Reserve Member Designee is married, the signatures of both the Reserve Member Designee and spouse are required. This Membership Agreement is signed by Reserve Member Designee, Reserve Member Designee's Spouse (if applicable), Reserve Member, and Company, on the date stated below, and will be effective on the date of the last signature.

Dated: _____

Reserve Member Designee's Signature

Name: _____

Dated: _____

Reserve Member Designee's Spouse's Signature

Name: _____

Dated: _____

Reserve Member's Signature

Name: _____

This Membership Agreement is not binding on the Company unless and until the acceptance below is signed.

Accepted by:

Dated: _____

Sea Island Company, LLC, a Delaware limited liability company

By: _____

Its: _____

Name: _____

**SEA ISLAND CLUB
POST OFFICE BOX 30351
SEA ISLAND, GEORGIA 31561-0351
912-638-5800**

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