

# Biltmore Membership

It's not just a membership... it's a lifestyle!

## MEMBERSHIP CONTRACT

Date:	Membership Number:
Primary Member:	Secondary Member:
Home Address:	City, State, Zip:
Phone:	Mobile Phone:
E-mail:	E-mail:

## PREMIER CLUB MEMBERSHIP

A social and diverse membership package that includes access to our fitness center, invitations to exclusive special events and much more.

### Complimentary

- Valet parking (hotel & Golf course)
- Fitness center access
- Specialty exercise classes
- Body assessment by SportsFit Rehab & Training
- Personal trainer assessment & exercise program
- Membership newsletter with food & wine events calendar
- Champagne receptions & art exhibitions
- Wine tasting receptions
- Spirit tasting receptions
- Member's annual holiday party
- Waived corkage fee

### Preferred Member Rates

- Seasonal resort packages
- Health & wellness events
- Majestic Limousine services
- Holiday & special events
- Monthly wine theme dinners
- Gala wine maker dinners
- Courses at the Biltmore Culinary Academy
- Our monthly Interactive Champagne Luncheon featuring guest chefs

### 20% Savings

- Spa treatments
- Hair & nail salon services
- Fitness Center Organic Juice Bar
- Poolside cabanas & cabana suites
- Leisure logo wear boutique and logo shop
- Cellar Club Bar with over 100 wines by the glass
- Poolside Boules Bar
- Sunday Champagne Brunch
- Daily Afternoon Tea
- Palme d'Or
- Fontana
- Cascade
- 19th Hole Sports Bar & Grill
- Biltmore Bar

**Single Membership - \$1,295 plus tax**

**Couple Membership - \$1,895 plus tax**

**Other:** \_\_\_\_\_

## GOLF MEMBERSHIP

Our golf membership offers all of the benefits of our Premier Membership plus special access to the Biltmore Hotel's Signature Donald Ross Golf Course and much, much more...

### Biltmore Golf Membership Gifts

- Exclusive Biltmore 'Members' Donald Ross Bag Tag

### Complimentary

- Unlimited greens fees
- Range balls, day of play
- Golf handicap system membership
- Tee time service membership

### Monthly F&B

- No minimum spending required

### 20% Savings

- Total Performance Golf
- Biltmore Golf Shop Purchases
- The John Pallot Golf Academy
- 19th Hole Sports Bar & Grill

Single Membership

Couple Membership with Golf for One

Couple Membership with Golf for Two

Add-on Junior to Membership  
(17 years old & younger, must be immediate family member)

**TERMS AND CONDITIONS**

- Membership is non-transferable.
- Member may not loan his/her card to any party.
- Member(s) and guests must be minimum age of 21 years old.
- Card must be presented for charging privileges to member's account.
- Card must be present to receive Member discount. No discounts will be given after the fact.
- Monthly dues financing will be billed directly to credit card on file.
- Purchases charged to Membership cards will be directly billed to credit card on file. Lack of payment (cc declined) will result in account being placed on-hold and all privileges suspended until payment received and information correctly updated.
- Wine purchasing privileges available through Biltmore suppliers only.
- The Biltmore reserves the right to cancel any membership and prorate a refund.
- Membership discounts not applicable for special promotions or catering events.
- Membership discounts at restaurants are limited to parties of 8 or less.
- Primary membership holder is responsible and liable for all charges directly billed to account, which includes signed charges from all individuals authorized on account.
- In the event a membership card is lost or destroyed, a fee in the amount of \$10 will be billed to the account before issuing a replacement card.
- Reservations should be made for all group fitness classes. No-shows without a cancellation may result in a penalty fee charged to member's account.
- Members have access to the pool for swimming at all times. However, with exception of cabana use at preferred rates, poolside lounges and seating are only available to members on weekdays, Monday thru Friday. Access to poolside lounges and seating on weekends are reserved exclusively for resort guests only.
- Members may not bring their children to the pool unless utilizing a cabana.
- The Biltmore reserves the right to modify benefits listed above.
- No Freeze Policy

I understand and agree to the Biltmore Membership terms and conditions listed herein.  
Please enroll me for a one-year Biltmore Membership.

\_\_\_\_\_  
Primary Member Authorization

\_\_\_\_\_  
Secondary Member Authorization

\_\_\_\_\_  
Credit Card (required to process membership)

\_\_\_\_\_  
Exp. Date

\_\_\_\_\_  
CVV2 Code

- Account balances will be billed to the above Major Credit Card on a monthly basis.
- Maximum of 2 cardholders per membership.

**OFFICE USE ONLY**

Membership Fee: \_\_\_\_\_

Sales Tax: \_\_\_\_\_

Total: \_\_\_\_\_

(Less) Initial Down Payment: \_\_\_\_\_

BALANCE DUE: \_\_\_\_\_

Monthly Payments Due: \_\_\_\_\_

Begins: \_\_\_\_\_

Expires: \_\_\_\_\_

\_\_\_\_\_  
Membership Coordinator

## FEATURES OF YOUR MEMBERSHIP

Here are the features of your membership: facilities and days available. Your membership entitles the member to use the following facilities and days available. Your membership entitles the member to use the following facilities and services on the days indicated (except for days the facility is closed). Aerobics, various brands and pieces of progressive resistance equipment and free weights. Other facilities or services may be made available to members from time to time but seller reserves the right to alter or eliminate such facilities or equipment at any time.

## BEFORE YOU SIGN THIS CONTRACT

This is a contract, and it will become legally binding on you when you sign it. By signing, you certify that you have read the contract and understand your obligations under it.

1. **DEFAULT.** You will be in default if you breach contract's terms or conditions or if you fail to pay any installment within 30 days after the date when such installment is due or if you repudiate this contract in writing. If you are in default, your membership privileges may be denied and the remaining balance due under this contract may become immediately due and payable at seller's option less unearned finance charges based on the rule of 78's. We reserve the right to get a court judgement against you for what you still owe and you agree to pay any court costs and reasonable attorneys fees involved not to exceed 15% of the unpaid balance after default and referral to any attorney who is not our salaried employee. Any judgement shall bear interest at the highest rate allowed by law. The acceptance of any payment after default will not release buyer from any other obligation under this contract.

2. Buyer shall not be relieved of obligations to make any payments of the membership fee here in agreed to, and no deduction or allowance from any said payments shall be made, by reason of the absence or withdrawal of member from the health club, or by reason of the member's failure to attend or use the health club.

3. This contract may be assigned by seller and, if so assigned, the assignee shall have and to be entitled to exercise any and all rights and powers of seller hereunder, but (notwithstanding anything in this contract to the contrary). Assignee shall not be chargeable with any obligations or liabilities of seller hereunder or with respect thereto. In the event of assignment, seller reserves its rights to assert any defenses it has or may have under this contract or with respect thereto.

4. Memberships are not transferable unless their description in "Membership Plans" specifies otherwise. If this membership is not transferable, neither buyer nor member may sell, assign, or transfer this contract, his or her membership card or membership in seller, or any other right or privilege, and any such attempted sale, assignment or transfer shall be null and void. A member may not loan his membership card to anyone.

**5. BUYER'S RIGHT TO CANCEL.** The contract may be cancelled with no penalty within 3 days, exclusive of holidays and weekends, of its making, however the mailing or delivery of written notice to the Biltmore Hotel, and refund will be paid upon receipt of such notice of all monies paid under the contract. The Biltmore Hotel retains as an amount computed by dividing the number of occasions club services are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, the number of occasions that health club services have been rendered. A refund shall be issued within 30 days after receipt of notice of cancellation made within the 3 day provision.

**6. The contract shall be cancelled and a refund made if the Biltmore Hotel goes out of business, moves its facilities more than 5 driving miles from the business locations designated in this contract, and falls to provide, within 30 days, a facility of comparable quality within 5 driving miles of the business location designated in this contract at no additional cost to the buyer.**

(a). A notice of intent to cancel by the buyer shall be given in writing to the Biltmore Hotel. Such a notice of cancellation from the consumer shall also terminate automatically the consumer's obligation to any entity to whom the Biltmore Hotel has surrogated or assigned the consumer's contract. If the Biltmore Hotel wishes to enforce such contract after receipt of such showing, it may request the department to determine the sufficiency of the showing.

(b). If the department determines that a refund is due to the buyer, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of the Biltmore Hotel shall not be deemed out of business when temporarily closed for repair or renovation of the premises:

1. Upon sale, for not more than 14 consecutive days; or
2. During ownership, for not more than 7 consecutive days and not more than two periods of 7 consecutive days in any calendar year. A refund shall be issued within 30 days after receipt of the notice of cancellation made pursuant to this paragraph.

Buyer (Member)

Date

**7. The buyer must contact the Florida Department of Agriculture and Consumer Services of information within 60 days should the Biltmore Hotel go out of business. If the buyer dies or becomes physically unable to avail himself of a substantial portion of those services which he used from the commencement of the contract until the time of the disability, with refunds of funds paid or accepted in payment of the contract shall be paid in an amount computed by dividing the contract price by the number of weeks remaining in the contract term. The contract requires a buyer or the buyer's estate seeking relief under this paragraph to provide the proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by the buyer shall be established if the buyer furnishes the Biltmore Hotel with certification of such disability by a physician licensed under chapter 458 or chapter 459, 460 or chapter 461 provided the diagnosis or treatment is within the physician's scope of practice. A refund shall made pursuant to this paragraph shall be issued within 30 days after receipt of the notice of cancellation.**

8. Except as prevented by act of God, war, strike and other cause beyond its control, seller shall, during the term of membership, maintain its health club facilities, the supervision thereof and the hours during which they shall be available to member substantially as at the date of this contract. Seller reserves the right an privilege at any time hereafter to close any of its facilities and the privileges and rights granted to member herein to use the facilities and equipment shall not be understood to mean the seller guarantees to maintain any particular location or all of its existing facilities and health clubs. Classes and equipment are available subject to demand or may be discontinued or times changed if demand fluctuates.

**9. The Biltmore Hotel is registered with the State of Florida as Health Studio Facility, Registration Number HS2689.**

**10. SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN ONE (1) MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THIS HEALTH STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.**

11. **WAIVER AND RELEASE.** Member represents that he or she is in good physical condition and able to use the equipment provided and to participate in exercise and fitness programs made available by the Biltmore Hotel. The Biltmore Hotel further represents that its personnel have no expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific exercise on said medical condition. Member fully understands and agrees that in participating in one or more of the fitness programs or using the facilities maintained by the Biltmore hotel there is a possibility of accidental or other personal injury. Member agrees to assume the risk of such injury and further agrees to indemnify the Biltmore Hotel from any and all liability on the part of the Biltmore Hotel by either the member or third party as the result of the use by the member of the facilities and instructions offered by the Biltmore Hotel. Member has carefully read the waiver and release and fully understands it is a release of liability.

12. Buyer and member warrant, represent and agree that member is in good physical condition and that he or she has no disability, impairment or ailment preventing him or her from engaging in active or passive exercise or that will be detrimental or inimical to his health, safety, comfort, or physical condition if he does so engage or participate. Member represents that he will not use the facilities with any open cuts, abrasions, open sores, inflections, maladies with the potential or harm to others, or otherwise in accordance with public health requirements. The management each shall have the final determination in this regard. Their decision is final.

**13. RULES OF THE CLUB.**

a. The member shall follow all of the rules and regulations of the facility which are incorporated into and expressly made a part of this contract as well as the hours of operation of whichever facility is being used. These rules, regulations and hours of operation have been made available to you and are posted in the facility, and we can revoke your membership privileges if they are not followed. We can change our rules, regulations and hours of operation at any time and the member must follow such new rules, regulations and hours of operation. In addition, we expressly reserve the right, in the management and operation of our facilities, to add to, eliminate, or alter any piece of equipment, furniture or fixtures, when deemed necessary or desirable or if in our judgement is in the best interest of our members.

b. **NOTICES/PROTESTS.** The circulating or posting of petitions, notices, circulars, statements of any kind, or group protest or picketing is prohibited on the club premises unless previously approved by management.

14. A \$35.00 fee or the maximum amount permitted by law (including costs and expenses incurred by seller in connection with the collection of any returned check or any other item) will be charged for any returned check or other item.

**15. If the seller requires a buyer to furnish identification upon entry to the facility and as a condition of using the services of the health studio, the seller shall provide the buyer with the means of such identification. In the event that the member shall claim that his membership card is lost, stolen or destroyed, seller may require an affidavit setting forth the relevant circumstances and the payment of a \$10.00 service fee before issuing a replacement card.**

16. This contract constitutes the entire and exclusive agreement between the parties. Any promises, representation, understanding and/or agreement pertaining directly or indirectly to this contract which are not contained herein, are hereby waived. This contract may be modified only by an instrument in writing; however, seller or assignee of this contract is hereby authorized to correct patent errors in this contract (and in other documents, if any, executed in connection herewith).

17. This contract is governed by the law of the state in which it is signed, and to the extent preempted, by the federal law of the United States.

18. If any particular provision of this contract is invalid, the same shall not affect the other provisions hereof.

19. The company can delay enforcing its rights under the contract without losing them.

20. We agree to deliver to you all information of a personal or private nature, including, but not limited to, answers to tests and questionnaires, photographs, evaluations and background information, within 30 days following request.

21. MEMBERSHIP PLANS.

- a. CHECKING THE STATUS OF YOUR ACCOUNT. Any written inquiry you make about the status of your account will be answered.
- b. TRANSFERABLE MEMBERSHIP. Transferable membership may be sold or transferred once only to a person of 18 years or older for a transfer fee of \$100, provided that the membership fee has been paid in full by the buyer and he or she is in good standing at the time of transfer. The individual to whom the membership is transferred cannot transfer this membership. This right to transfer shall not be construed or interpreted to be an equity interest or security interest in the gym. A federal, state or local taxes associated with such transfer shall be the sold responsibility of the member. A member may not publicly advertise the transfer of such membership privileges in any manner.

22. A member may not bring his or her personal trainer to the Biltmore Fitness Center. Only trainers approved by the facility may train members at The Biltmore Fitness Center.

23. Pool is for exercise purposes only. Sun loungers are reserved for hotel guests.

**GUARANTY**

The guarantor who signs below guarantees the full payment of all amounts which are owed to us under this contract if the buyer does not pay us. We may extend the time allowed for payment, modify this contract, and release other parties without affecting the obligation of the guarantor. The guarantor waives notice of this guaranty. Health studios exempt from posting security must include in all contracts for health studio services the following disclosure statements: SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN ONE (1) MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THAT THIS HEALTH STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.

Guarantor's Signature	Date	Address

**CONSUMER CREDIT CONTRACT**

**THE PARTIES.** This is a contract made \_\_\_\_\_ between Biltmore Limited Partnership d/b/a the Biltmore Hotel referred to in this contract as the "company" or "seller" or "The Biltmore Hotel", and the buyer and member. Buyer has the financial obligation to the company. Company owes its obligations to the member. The words "you" and "your" refers to the buyer or member as the context requires. If this contract is assigned or transferred by the company, the words "company" and "seller" will also mean to the company which the contract is assigned or transferred. This contract includes the terms and conditions on the reverse side hereof.

**DESCRIPTION OF MEMBERSHIP.** Prod # \_\_\_\_\_ By signing this contract you have purchased a \_\_\_\_\_  
( ) renewable ( ) non-renewable membership plan from the company on the terms stated in this contract.

**MEMBERSHIP TERM AND PRICE.** The term of your membership shall be a period of \_\_\_\_\_ months starting today. The cost of your membership for this term is \$ \_\_\_\_\_ (including applicable taxes, if any) and is not refundable except for circumstances to which the company agrees in this contract. Buyer also agrees to pay any new, additional or increased taxed imposed by governmental authorities for services rendered under this contract. The initial contract shall not be for a period in excess of 36 months, and thereafter shall only be renewable annual. Such renewal contracts may not be executed and the fee paid until 60 days or less before the preceding contract expires.

**PAYMENT PROGRAMS.** You have agreed to (a) pay to company the membership fee of \$ \_\_\_\_\_ now, which is the cash price or (b) pay to company the cash price in installment plus a finance charge.

**IN ORDER TO ACCESS THE FACILITY, YOUR MEMBERSHIP CARD, PROVIDED TO YOU BY THE BILTMORE HOTEL, MUST BE PRESENTED UPON ENTRY TO THE FACILITY. MEMBERS MUST BE 18 YEARS OF AGE OR OLDER.**

**LATE CHARGE.** You will be charged \$9.50 or 5% of the amount in default, whichever is less, if a payment is not made within 10 days after its due.

**PREPAYMENT.** If you pay off early, you may be entitled to a result of part of the finance charge. You can refer to this contract for any additional information about prepayment refunds, non-payment, default and any required payment in full before the scheduled date.

Itemization of amount financed of \$ \_\_\_\_\_. The cash price less your down payment is the amount financed and is owed to seller.

**TERMS FOR RENEWABLE MEMBERSHIP.** If you are a member in good standing, you may renew your membership annually within thirty (30) days of the end of the initial term of membership of any renewal term.

**WAIVER AND RELEASE.** This contract contains a waiver and release to which you will be bound. Please refer to paragraph 12 on the reserve of the contract for the terms of the waiver and release.

- NOTICE TO THE BUYER.**
1. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES
  2. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS AND SERVICES OBTAINED PURSUANT HERE TO OR WITH THE PROCEEDS HEREOF.

RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

By signing below, you acknowledge receipt of a fully completed copy of this contract.

Biltmore Limited Partnership d/b/a the Biltmore Hotel, 1200 Anastasia Avenue, Coral Gables, Florida 33134

Buyer (Member)	Date