



**THE GLACIER CLUB**

**2022 TACO MEMBERSHIP AGREEMENT**

**I. INFORMATION**

**PERSONAL**

Member's Name \_\_\_\_\_ Birth Date \_\_\_\_\_

Spouse's Name \_\_\_\_\_ Birth Date \_\_\_\_\_

TACO Unit Address \_\_\_\_\_

Out of Town Address \_\_\_\_\_

Billing Address \_\_\_\_\_

Club Communications Address \_\_\_\_\_

Primary's Cell Phone (     ) \_\_\_\_\_  
\_\_\_\_\_

Spouses Cell Phone (     ) \_\_\_\_\_

E-mail Address \_\_\_\_\_ Spouse Email Address \_\_\_\_\_

**Unmarried children under the age of 25:**

<u>Name</u>	<u>Birth Date</u>	<u>Charge Privileges</u>
_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>
_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>
_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>

**BUSINESS**

Member's Company Name \_\_\_\_\_ Title \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone (    ) \_\_\_\_\_ Years in Present Employment \_\_\_\_\_  Retired

Fax Number (    ) \_\_\_\_\_ E-mail Address \_\_\_\_\_ Website \_\_\_\_\_

Spouse's Company Name \_\_\_\_\_ Title \_\_\_\_\_

Spouse's Business Address \_\_\_\_\_

Telephone (    ) \_\_\_\_\_ Years in Present Employment \_\_\_\_\_  Retired

Fax Number (    ) \_\_\_\_\_ E-mail Address \_\_\_\_\_ Website \_\_\_\_\_

**II. ACQUISITION OF MEMBERSHIP**

I represent that I am a member of Tamarron Association of Condominium Owners ("TACO"), and as such, I am eligible to acquire the following categories of membership in The Glacier Club (the "Club"). I hereby agree to purchase the category marked below. I also indicate below whether I elect Family or Single dues in the case of a TACO Full Membership. I agree to pay with this Membership Agreement the initiation fee indicated for the selected membership category

<u>MEMBERSHIP CATEGORY</u>	<u>INITIATION FEE</u>
<input type="checkbox"/> TACO Full Membership	<b>\$7,500</b>
<input type="checkbox"/> Family Dues	
<input type="checkbox"/> Single Dues	
 <input type="checkbox"/> TACO Social Membership	 <b>\$750</b>

I shall not be entitled to any refund or payment with respect to the initiation fee paid by me, after my resignation, death or otherwise.

The "Agreement" means the Amended and Restated Agreement among TACO, the Club, Glacier Properties Associates, LLC, Richard Carlton and Glacier Management Associates, which is available for review in the Membership Office. Capitalized terms that are not defined herein shall have the meanings ascribed to them in the Summary of TACO Membership Program, dated May 26, 2017 ("Summary") and the Agreement, as applicable.

### **III. PAYMENT OF DUES, FEES AND CHARGES**

I hereby agree to pay to the Club the membership dues and capital reserve contribution, as any fees or other charges. Dues, capital reserve contributions, fees and charges are subject to change, but increases in dues are limited as set forth in the agreement.

In the event that any amounts owed to the Club are not paid on a timely basis, I understand that I may be charged interest in accordance with the Club's Rules and Regulations.

### **IV. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS**

I acknowledge that TACO Full Memberships and TACO Social Memberships are non-equity, non-voting memberships, which do not provide the member with an equity or ownership interest or any other property interest in the Club or the Valley Club Facilities or any other of the Club's facilities. A member only acquires a revocable, non-exclusive license to use the Valley Club Facilities in accordance with the terms and conditions of the Membership Documents. All rights and privileges of members will be subordinate to the lien of any mortgage encumbering the Club's facilities from time to time.

The Club reserves the right, in its sole discretion, to modify the Membership Documents, to sell, lease or otherwise dispose of the Valley Club Facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify or terminate any type or category or class of membership, to discontinue operation of any or all of the Valley Club Facilities, and to make any other changes in the terms and conditions of the membership or the Valley Club Facilities available for use by members, provided that none of the foregoing actions shall violate the Agreement.

I hereby acknowledge that the use of the Valley Club Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. I hereby accept any and all risk of injury to myself, my guests, and my family sustained while using the Valley Club Facilities or while involved in any event or activity incident to membership in the Club. I agree to release and hold The Glacier Club, Inc., Glacier Management Associates, LLC, any manager of the Valley Club Facilities, their affiliates, their successors and assigns and their respective directors, officers, partners, members, shareholders, employees, representatives and agents and the members of any club committee (collectively, the "Released Parties") harmless any and all loss, cost, claim, injury, damage or liability sustained or incurred by me, him or her, resulting from the use of the Valley Club Facilities, or otherwise arising out of or incident to membership in the Club and/or from any act or omission of any of the Released Parties, unless caused by the gross negligence or willful misconduct of any of the Released Parties.

### **V. MEMBERSHIP PLAN DOCUMENTS**

I hereby acknowledge receipt of the Summary and Rules and Regulations of the Club. I acknowledge that I have access to the Club's Membership Plan and exhibits ("Equity Club Documents") through the Club's website or may review the Equity Club Documents at the Club Membership Office. I agree to be bound by the Summary, the Rules and Regulations of the Club, the Agreement, and the Equity Club Documents, as amended from time to time, and this Membership Agreement (collectively, the "Membership Documents"), except to the extent that any provision therein violates the Agreement. I irrevocably agree to fully substitute the membership privileges acquired pursuant to the Membership Documents for any present or prior rights in or

use of the Valley Club Facilities. I further acknowledge that I am not relying on any oral representations in acquiring a membership in the Club.

This Membership Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado without giving effect to principles of conflicts of law.

The signatures of both spouses are required. Under Colorado law, a spouse may be formally married, common law married, or a domestic partner of the Member. By signing this TACO Membership Agreement, both the applicant member of record and his/her spouse shall be jointly and severally liable for all dues, fees, assessments, food, beverage, merchandise, services and other charges associated with a TACO Membership at The Glacier Club.

Dated: \_\_\_\_\_, 20\_\_ \_\_\_\_\_

Member's Signature

\_\_\_\_\_  
Printed Name

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Spouse's Signature

\_\_\_\_\_  
Printed Name

This Membership Agreement shall not be binding on the Club until the acceptance below is signed.

ACCEPTED BY

**THE GLACIER CLUB, INC., d/b/a THE  
GLACIER CLUB**

By: \_\_\_\_\_  
Authorized Representative

Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_