



APPLICATION for MEMBERSHIP

The undersigned hereby applies for membership in THE HOUSTONIAN, a club owned and operated by Houstonian Campus, LLC. Prior to acceptance for membership, references to the undersigned will be as "Applicant", and after acceptance of membership, references to the undersigned will be as "Member". Both Houstonian Campus, LLC and the club facilities known as "THE HOUSTONIAN" and located at 111 North Post Oak Lane, Houston, Texas are referred to herein as "Club". As provided below, when accepted by Club Management, this application and the other matters referred to shall constitute the Membership Contract between Member and Club. In support of this application and as a part of the Membership Contract, the parties agree as follows:

1. Member agrees to pay the Club a non-refundable fee ("Initiation Fee") for initiation of Membership privileges at the Club. The parties agree that the Initiation Fee is a one time charge, and is not a charge in prepayment of services to be rendered or for facilities to be provided by Club. The Initiation Fee is non-refundable under all circumstances, except for a partial refund applicable to new Resident Memberships initially issued by the Club, as set forth below, which partial refund is not applicable to Resident Memberships issued in connection with the resale or transfer of an existing Resident Membership.

\$ _____	\$ _____	\$ _____
Initiation Fee	Sales Tax	Total

Member further agrees to pay Club a monthly sum as a Membership Fee for so long as Member maintains Membership in active status. The amount of such monthly Membership Fee may be adjusted from time to time by Club as provided by its Bylaws, policies, and procedures. That monthly Membership Fee, which may vary with the type Membership involved, is the basic charge to be paid for the services rendered and facilities furnished by Club to Member. Member also agrees to pay any incidental charges incurred at the Club for such separately priced goods and services as food, beverage, massages, etc. Member shall be responsible for all applicable sales tax payable with respect to the Initiation Fee, the Membership Fee and any other charges incurred by Member at the Club.

\$ _____	\$ _____	\$ _____
Monthly Dues	Sales Tax	Total

2. This Membership Contract is terminable at will by Member on 30 days prior written notice to the Director of Membership Services, at the address hereinafter set forth. Member shall be responsible for any unpaid Membership Fees and incidental charges incurred through the effective date of such termination.

3. This Membership Contract does not confer upon or vest in Member any legal or equitable ownership in the property or assets of the Club.

4. Prior to engaging in vigorous exercise at the Club, Member is encouraged to obtain a physician's approval to exercise or undergo a cardiovascular stress test.

5. Club has filed a registration statement with the Texas Department of Labor and Standards. A copy of such statement is maintained at the Club and any member or prospective member may inspect such statement. A comprehensive list of membership plans offered for sale by Club is also maintained at the Club and is available for inspection by any member or prospective member.

6. If this Membership Contract is designated as a Corporate Membership, then the membership shall be maintained in the name of a corporation or other business entity (the "Company") pursuant to the Bylaws, policies and procedures, and the rights and privileges under the membership shall be assigned to one particular designated bona fide owner, employee, or officer of the Company, subject to the approval of the Club. The Company and the individual designee shall be jointly and severally liable for all dues and other charges incurred in the name of the Corporate Membership. If the designee with respect to a Corporate Membership ceases to be a bona fide owner, employee or officer of the Company, then the Company must notify the Club of such cessation within ten (10) days after its occurrence. Subject to the Bylaws, policies and procedures, the membership may then be transferred to a new individual designee.

7. The Membership Contract consists of this application, when accepted by the Director of Membership Services on behalf of the Club, and the Bylaws, policies, and procedures of the Club, as the same shall be amended from time to time, at the sole discretion of the Club, which Bylaws, policies, and procedures are incorporated herein by this reference and made a part hereof.

If payment of the Initiation Fee is to be made by Member on an installment basis, the Membership Contract shall also include the Retail Installment Contract setting forth the terms of such payment, which additional document is also incorporated herein by this reference and made a part hereof. The Membership Contract, the Bylaws, policies and procedures (and if applicable, the Retail Installment Contract) shall be the exclusive terms of the agreement between Member and Club, and Member acknowledges and procedures of the Club.

8. Application:

Applicant's Name _____ Date of Birth _____ Cell Phone _____

E-mail Address _____

Home Address _____ Home Phone _____

City _____ State _____ Zip _____

Employer _____ Title _____

Business Address _____ Business Phone _____

City _____ State _____ Zip _____

Spouse's Name _____ Date of Birth _____ Cell Phone _____

E-mail Address _____

Spouse's Employer _____ Title _____

Business Address _____ Business Phone _____

City _____ State _____ Zip _____

Dependents (Names, genders and dates of birth of dependents under the age of 25):

Name	M/F	Date of Birth
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If you prefer to receive Club information by conventional mail, please indicate your address preference:

☐ Home ☐ Business

Type of Membership:

☐ **New** ☐ **Reinstatement** ☐ **Transfer** ☐ **Upgrade** ☐ **Resident Resale**
☐ Resident ☐ Voyagers Resident ☐ Junior Resident ☐ Legacy Resident
☐ Associate ☐ Voyagers Associate ☐ Junior Associate ☐ Legacy Associate

☐ Individual ☐ Couple ☐ Family

Membership Ownership: ☐ Personally Owned
☐ Corporate Membership Owned by:

Sponsorship

Club Sponsor (All New Members must be sponsored by a Current Member):

Name _____

Email Address _____ Telephone _____

9. Inquiries concerning membership matters should be made to the Director of Membership Services at the address set forth below. In accordance with the Texas Health Spa Act, the following matters are set forth in the forms mandated therein:

Notice to purchaser: do not sign this contract until you read it or if it contains blank spaces.

If you decide you do not wish to remain a member of this health spa, you may cancel this contract by mailing to the health spa by midnight of the third business day after the day you sign this contract a notice stating your desire to cancel this contract. The written notice must be mailed by certified mail to the following address:

The Houstonian Club
111 N. Post Oak Lane
Houston, Texas 77024
Attn: Membership Office

If the health spa goes out of business and does not provide facilities within 10 miles of the facility in which you are enrolled or if the health spa moves more than 10 miles from the facility in which you are enrolled, you may cancel this contract by mailing a notice to the health spa stating your desire to cancel this contract, accompanied by proof of payment on the contract. The written notice must be mailed certified mail to the following address:

The Houstonian Club
111 N. Post Oak Lane
Houston, Texas 77024
Attn: Membership Office

If you die or become totally and permanently disabled after the date this contract takes effect, you or your estate may cancel this contract and receive a partial refund of your unused monthly Membership Fee by mailing a notice to the health spa stating your desire to cancel this contract. The health spa may require proof of disability or death. The written notice must be mailed by certified mail to the following address:

The Houstonian Club
111 N. Post Oak Lane
Houston, Texas 77024
Attn: Membership Office

Texas Health Spa Registration #930036

10. The Member agrees that all disputes and controversies that may arise between the Member and the Club, including but not limited to any dispute or controversy regarding, arising out of, or related to Club operations, management, or facilities, or to membership rights or privileges, shall be determined in Harris County, Texas by arbitration under the Commercial Arbitration Rules of the American Arbitration Association, and shall be governed by the laws of the State of Texas. Notice of demand shall be filed in writing with the other party to this Membership Contract and with the American Arbitration Association.

A demand for arbitration shall be made within two (2) years after the dispute has arisen, but in no event shall a demand for arbitration be made after the expiration of the statute of limitations applicable to the dispute in question. The ruling of the arbitrator(s) shall be final, and judgment upon this award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. This agreement to arbitrate is specifically enforceable.

11. Applicant acknowledges that membership rights and privileges applied for, and Club operations, benefits, facilities, Rules and Regulations, and Bylaws may be changed in the future by Houstonian Campus, LLC or its successors at its sole discretion. If accepted for Membership, Member agrees to accept and be bound by such changes.

12. In consideration of the Membership and as a condition of using the Club facilities, Member agrees to assume all risks associated with the use of the Club facilities, including risks associated with use of exercise facilities, a swimming pool and other amenities, and agrees to release and indemnify the Club, its owner and their respective members, owners, partners, managers, officers, employees and agents from and against any and all losses, expenses, liens, claims, demands, and causes of action of every kind and character for death, personal injury, property damage or any other liability, damages, fines, or penalties, including costs, attorney's fees and settlements, resulting from, arising out of or in any way connected with the use of the Club facilities by Member, Member's family members and guests.

13. The Membership Contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to principles of conflicts of law.

☐ I (we) have received copies of The Houstonian Packet and The Houstonian Club Bylaws, and I agree to all terms contained therein as well as all terms of this Membership Contract.

Applicant's Signature _____ Date _____

Accepted and approved this ____ day of _____, 20____

By _____
Membership Sales Administrator

Special provisions regarding personally owned Resident Memberships only.

For Resale Resident Memberships Issued in Connection with the Transfer or Resale of an Existing Resident Membership Only.

☐ I understand that (i) the Resident Membership I am buying is not transferable and may not be re-sold, and (ii) I am not entitled to a return of any portion of my Initiation Fee, in accordance with The Houstonian Club Bylaws.

Applicant's Signature _____

Date_____

For New Resident Memberships Initially Issued by the Club Only.

☐ I understand that the Resident Membership I am buying is not transferable and may not be sold under any circumstance. Upon resignation of the Resident Membership in accordance with The Houstonian Club Bylaws, I may be eligible to receive a partial refund equal to 15% of the Initiation Fee I paid for Resident Membership, subject to the waitlist requirements, set-off for any amounts owing to the Club and other requirement set forth in The Houstonian Club Bylaws.

Applicant's Signature _____

Date_____

For New Resident Corporate Memberships Initially Issued by the Club Only.

☐ I understand that the Corporate Resident Membership I am buying is transferable in accordance with The Houstonian Club Bylaws -Article III, Section 1 A&B. Upon resignation of the Resident Corporate Membership in accordance with The Houstonian Club Bylaws, the corporation may be eligible to receive a partial refund equal to 15% of the Initiation Fee they paid for Resident membership, subject to the waitlist requirements, set-off for any amounts owing the Club and other requirement set forth in The Houstonian Club Bylaws.

Applicant's Signature _____

Date_____