

STRATTON MOUNTAIN HOMEOWNER MEMBERSHIP 2024-2025 Program Application

| Deeded Property Owner(s) Name: | | | |
|---|--|---|---|
| Stratton Property Address: | | | |
| Billing Address: | | | |
| E-mail Address: | | | |
| Contact Phone #: | | | |
| Annual Mem | bership Option Year runs from August | | |
| ✓ Check Membership Selection | Annual Dues | 7% VT Sales Tax | Total |
| [] Single Annual Membership | \$ 749.00 | \$ 52.43 | \$801.43 |
| [] Couple Annual Membership | \$ 1,159.00 | \$ 81.13 | \$ 1,240.13 |
| [] Family Annual Membership | \$ 1,619.00 | \$ 113.33 | \$ 1,732.33 |
| [] Bond Maintenance** | \$ 399.00 | \$ 27.93 | \$ 426.93 |
| Winter Homeowner Lounge Membership to qualify) | ership Add-On (mus | st have a Single, Couple or I | Family Annual |
| [] Homeowner Lounge Membership | \$ 400.00 | \$ 28.00 | \$ 428.00 |
| Single = One (1) deeded property Owner, Couple = O and (ii) dependent children 23 and under. Membersh Center & guest rates at the Stratton Golf Course for fr Auxiliary Membership: Adult Children (age 24+) of Auxiliary Memberships and related Annual Dues will **Bond Maintenance = minimum Annual Dues payal Bond in good standing allows transferability of the Practive membership at any time. Membership benefits Additional Properties: If Owner(s) own more than or required to pay a \$100.00 (plus tax) Bond Maintenance | ips include discounted giends/family not listed of deeded property Owner fall into one of the memble to maintain Property Bond upon the sare not included with the property with a Property wi | guest passes to the Stratton on the membership (restric r(s) may apply for an Auxili bership categories include v Bond in good standing. Male of the property and elignis membership. | n Training & Fitness ctions apply). iary Membership. d above. aintaining the Property gibility to upgrade to an ag, Owner(s) are only |
| Please provide the fo | ollowing information | n for all members: | |
| First Name Last Name | Birth Date (MM/ | /DD/YY) Age | |
| | | | |

The undersigned hereby applies for membership in Stratton Mountain Homeowner Membership Program (the "Program") and agrees to pay the amount due as set forth below in full:

| Bond Fee* | Annual Dues** | Plus 7%VT tax | Total Amount Due |
|-----------|---------------|---------------|------------------|
| \$ | \$ | \$ | \$ |

*Bond Fee: \$5000 Bond Activation fee or \$2000 Bond Transfer fee - whichever applies.

Owner(s) of a home or property that was originally deeded by The Stratton Corporation (the "Resort") is eligible to become a member of the Program. Memberships in the Program are tied to the property. Membership is (i) subject to payment of the applicable Property Bond Activation fee or Bond Transfer fee, (ii) subject to proof of property ownership; and (iii) contingent upon the approval by Resort Management in accordance with the Program's documents, including but not limited to, this application, Stratton Mountain Homeowner Membership Benefits & Privileges, Homeowner Bond & Membership Eligibility Letter, the Welcome Letter, Discount Locations, the New Stratton Mountain Property Owner Letter, the Stratton Training and Fitness Center Rules and Regulations and the Stratton Mountain Golf Course Rules and Regulations (as may be amended from time to time, the "Documents"), which approval shall be at Resort Management's sole discretion.

Upon signing and submitting this application, I, on behalf of myself and all family members, heirs, successors, and assigns, hereby authorize the disclosure and release of information to Resort Management of any information it requests for investigating qualifications for memberships, including but not limited to, proof of property ownership. I agree to offer my full and complete cooperation to provide all such information required by Resort Management and to provide any authorizations for release of such information to the Resort. I understand that this application is not a guarantee of membership or a guarantee of continued membership and that my membership can be revoked or suspended at any time by, and at the sole discretion of, Resort Management. I understand that the Bond Activation fee or Bond Transfer fee is non-refundable and Annual Dues are required to keep the Property Bond in good standing and to maintain my eligibility in the Program. I hereby release The Stratton Corporation, Alterra Mountain Company and their employees, officers, directors, agent and authorized representatives from any and all liability, claims or concerns that arise or relate to this application for membership, including but not limited to, securing and using information necessary to determine my membership eligibility and, as applicable, the approval, denial, revocation or suspension of the Membership of myself, any family members, heirs, successors and assigns.

METHOD OF PAYMENT

| ☐ Please charge my current credit card on file at the Resort. | |
|--|------|
| I will pay using a credit card and will call Homeowner Membership Services with payment detail | ils. |
| I have enclosed a check. Payable to: The Stratton Corporation (Total must include 7% VT sales ta | x). |

PAYMENT OF DUES, FEES, AND CHARGES

I hereby authorize that all dues, fees, food and beverage and merchandise charges and service fees incurred in connection with the Program will be charged to my credit card on file. I certify that the credit card on file is issued to me. I understand that all disputes will be addressed in accordance with the Program and that the Resort is not responsible for disputed charges or accounts. I understand that I and my family members will be issued a Stratton Mountain Homeowner Membership Card (the "Membership Card") to make purchases in accordance with the Program. I hereby authorize that all dues, fees, food and beverage and merchandise charges and service fees incurred using a Membership Card associated with my membership will be charged to my credit card on file. Lost or stolen Membership Cards must be reported to the Resort immediately. I hereby acknowledge and accept full responsibility for, and guarantee payment of all amounts charged using the Membership Card, whether or not such use is authorized by me or a family member, unless prior to any such charges, Resort receives notice from me that my Membership Card or my family members' Membership Cards are lost or stolen. I agree to be responsible for charges incurred prior to notifying the Resort regarding the status of Member's Membership Card. If I choose to contest charges made prior to the time that I notify the Resort, I understand that my sole remedy is from my credit card company.

^{**}Annual Dues: New members receive *prorated membership dues* when activating membership during the current fiscal year.

I hereby acknowledge that failure to pay the Annual Dues and/or the Bond Maintenance fee within the current Membership Year will result in forfeiture of the Property Bond and termination of eligibility of membership privileges. Re-payment of the \$5000 Bond Activation fee will be required to reinstate eligibility of membership privileges of lapsed memberships. I understand Annual Dues auto-renew at my current membership level each Membership Year. It is my responsibility to notify Homeowner Membership Services to make any adjustments to my current membership prior to July 1 for the next Membership Year.

I agree that I will notify Homeowner Membership Services within thirty (30) days of a change to, or termination of, my credit card on file and provide the information of a replacement card. In the case of termination and no replacement credit card is provided, I understand that all charging privileges will immediately be terminated.

I understand that I must notify Homeowner Membership Services of any changes in ownership prior to or within (30) days' of closing the sale of my property to a new owner to be eligible to receive a prorated refund of Annual Dues paid during the current Membership Year.

PURCHASE OF MEMBERSHIP - SIGNATURE REQUIRED

| X | |
|----------------------------|------|
| Homeowner Member Signature | Date |
| | |
| | |
| X | |
| Homeowner Member Signature | Date |

INHERENT RISKS, ASSUMPTION OF RISKS AND INDEMNIFICATION

I, the undersigned, on my behalf and on behalf of all family members and guests (hereinafter collectively, as duly authorized, referred to as "MEMBER") understand and acknowledge the dangers and risks involved in participating in the Program, including participating in activities, and using the Stratton Training and Fitness Center, Stratton Mountain Golf Course, facilities and any equipment made available to me through the Program. MEMBER understands, accepts and agrees to: (i) assume any and all risks of property damage, injury or death to MEMBER arising from participation in any activity or use of equipment provided by The Stratton Corporation (the "Resort"), and (ii) waives, releases and agrees not to sue, make a claim or file any actions against the Resort, Alterra Mountain Company and their employees, officers, directors, agent and authorized representatives (hereinafter "Released Parties") that are based on, arise or result from, in whole or in part, the Program, the use of the facilities, participation in activities or use of equipment, and without limitation any and all claims arising out of or resulting from any of the Released Parties' alleged or actual negligence (including negligence arising or resulting from Released Parties' actions or failure to act) and/or breach of any statutory duty, to the fullest extent legally permitted, breach of contract or breach of warranty by any of the Released Parties.

In consideration for permitting MEMBER to participate in the Program, including participate in the activities and use the facilities and equipment, MEMBER agrees that, to the fullest extent permitted by law, all claims arising from or related to the Program, including bodily injury, permanent disability or death, and all matters concerning this application for membership, shall be governed by the laws of the State of Vermont, and that exclusive jurisdiction shall be in the Superior Court of Windham County, Vermont or the U.S. District Court for the District of Vermont. MEMBER agrees to abide by the terms and conditions of this application, Stratton Mountain Homeowner Membership Benefits & Privileges, Homeowner Bond & Membership Eligibility Letter, the Welcome Letter, Stratton Homeowner Discount Locations, the New Stratton Mountain Property Owner Letter, the Stratton Training and Fitness Center Rules and Regulations, the Stratton Mountain Golf Course Rules and Regulations and any other requirements, as may be amended from time to time in the sole discretion of the Resort.

MEMBER agrees to indemnify and hold harmless the Released Parties from and against any claim, causes of action, losses and liabilities whatsoever arising from or related to the Program, the use of the facilities, participation in activities or the use of equipment made available to MEMBER through the Program. MEMBER's indemnification shall include, but not be limited to, all costs, expenses and reasonable attorney fees and disbursements incurred by the Released Parties whether or not successful in whole or in part in responding to such claim, litigation, cause of action or suit.

| X | |
|----------------------------|------|
| Homeowner Member Signature | Date |