



MEMBERSHIP PURCHASE AGREEMENT

This Membership Purchase Agreement (“Membership Agreement”) is entered into between the INDIAN HILL WINTER CLUB, INC., an Ohio non-profit corporation (the “Club”), and the applicant set forth on the signature page hereof (“Applicant”). This Membership Agreement offers you an opportunity to acquire an Equity Membership in the “INDIAN HILL WINTER CLUB,” a private equity membership club that will operate and offer access to winter sports and social activities within a facility located on land leased from the Village of Indian Hill in Camp Dennison, Ohio (the “Facility”). The Club and Applicant agree to the terms and conditions set forth herein.

Purpose of Club

The Club has been organized to develop, own, and thereafter operate the Club for the pleasure and recreation of its members, their immediate family members and guests. The Club will offer a wide range of recreational and social activities designed to bring friends, families and the community together during the winter months. Amenities include a regulation ice rink, a multi-purpose gymnasium, exercise and fitness rooms, a lodge-like great room, and platform tennis courts.

Initiation Fee

The initiation fee, redeemable membership bond, and annual dues associated with the various classes of Equity Membership in the Club are set forth in the attached Schedule A. The initiation fee for the class of membership selected must be paid to the Club by the Applicant upon execution and delivery of this Membership Agreement. Applicants who previously paid a \$250 preliminary deposit will be given the appropriate credit against the amount due with this Membership Agreement.

Redeemable Membership Bond Fee

Upon approval of the membership application, the redeemable membership bond shall be due and payable to the Club.

Upon a member’s withdrawing from the Club, the membership bond may be redeemed by the Club under certain conditions. The Club’s Code of Regulations describes the circumstances under which such bond may be redeemed by the Club.

Rely only on the Written Information Provided

No person is authorized to make any representations or to provide any information with regard to the Club or membership in the Club contrary to or in addition to the information contained in this Membership Agreement and the accompanying Code of Regulations. If any such representations are made or information provided, such representations should not be relied upon as having been authorized by the Club.

No federal, state, or other governmental authority has passed upon or endorsed the merits of the Club’s business, financing or membership plans. Every person who desires to purchase an Equity Membership in the Club should read all provided information carefully.

Membership Offered Only for Recreational Purposes; Risk of Loss

By executing this Membership Agreement, Applicant acknowledges that membership in the Club includes financial risk. If the Club cannot generate sufficient revenue to support debt service and operations, Applicant may suffer a total loss of membership amounts paid.

Equity Memberships are being offered exclusively for the purpose of permitting persons acquiring a membership to obtain recreational use of the Club facilities. Membership should not be viewed or acquired as an investment, and persons purchasing an Equity Membership should not expect to derive any economic profits from membership in the Club.

Agreement to Purchase an Equity Membership in the Indian Hill Winter Club

This is to certify that Applicant has received and carefully read this Membership Agreement and the attached Indian Hill Winter Club Code of Regulations. Applicant further agrees to the terms and conditions of membership as described and defined therein. With this Membership Agreement, Applicant hereby tenders the sum set forth on Schedule A hereto, which is the current required initiation fee associated with the class of Equity Membership in the Club selected by Applicant. This sum shall serve as a deposit, which shall constitute Applicant's Membership Application for the Indian Hill Winter Club. Upon receipt of the complete Membership Application, the Membership Committee of the Indian Hill Winter Club shall convene to consider the Application. Upon approval of the Application, the Applicant will be notified and the deposit immediately converted toward the initiation fee for Membership in the Club with such deposit being held pursuant to the terms of this Membership Agreement.

In the event that the Application is denied, the initiation fee shall be promptly refunded to the Applicant. The decision of the Membership Committee shall be final.

Risk of Injury

By signing below, Applicant acknowledges and recognizes that activities at the Indian Hill Winter Club, Inc. may involve risk of injury and agrees to accept any and all risks associated with them, including but not limited to property damage or loss, minor bodily injury, severe bodily injury, and death. Applicant hereby expressly agrees to indemnify, defend, and hold harmless The Indian Hill Winter Club, Inc., its officers, directors, employees, agents, volunteers and assigns for any claim arising out of or incident to the participation in Club activities by Applicant or members of Applicant's family, unless any such claim is caused by the willful misconduct of The Indian Hill Winter Club, Inc.

Chaperone

Each member (one adult member per family) will be required to chaperone or volunteer for one 3 hour time block each season. Members will receive notification by e-mail or phone of their scheduled time. If you cannot attend at the time you have been scheduled, the member is responsible for switching with another member or finding a replacement. The member must notify the Operations Manager when a switch has been made.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the day and year first above written.

THE INDIAN HILL WINTER CLUB, INC.

By: _____
IHWC Secretary

Applicant (please print)

Date: _____

Applicant (please sign)

Please list two IHWC members who would be willing to be your membership sponsor:

Did someone recruit you to IHWC membership? If so, please provide their name, so we can thank them:

Schedule A

2011/12 Operating Season

Membership is valid through June 30, 2012

Up to \$1,000 off

Initiation Fees!

Type of Membership	Initiation Fee	Membership Bond	2011/12 Annual Dues
Class A Lifetime	\$23,750	\$1,250	N/A
Class AA Lifetime	\$48,750	\$1,250	N/A
Class AAA Lifetime	\$98,750	\$1,250	N/A
Family	\$1,750	\$1,250	\$1375 on EZPay
Junior	\$875	\$625	\$750 on EZPay
Single	\$875	\$625	\$750 on EZPay
Senior	\$875	\$625	\$750 on EZPay
Tenured			\$750 on EZPay

Sales tax of 6.5% applicable on all fees.

Bond fees are refundable when membership is cancelled; certain conditions apply.

IHWC Membership Application Information

Date _____

The Applicant hereby applies for a _____ membership.

Initiation Fee Due Per Schedule A:

\$

Taxes on Initiation Fee (6.5%)

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Bond Fee Due Per Schedule A:

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Taxes on Bond Fee (6.5%)

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Less Deposits Paid:

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Amount Enclosed:

\$

** NOTE: You must pay the tax for the Initiation Fee and Bond along with your payment for said fee.*

Please make checks payable to:

Indian Hill Winter Club, Inc.
10005 Fletcher Road
Camp Dennison, OH 45111

Personal Information (please print)

Name of Member: _____

Name of Spouse (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ e-mail*: _____

Names/Birthdates of Dependent Children (required for charging/drop-off privileges):

_____	_____
_____	_____
_____	_____

*** Note: The club conducts its communications via e-mail. Please be sure that you add us to your address book and/or authorize your computer to accept e-mail from our domain (ihwinterclub.com).**

IHWC ACH Authorization Form

I (we) hereby authorize The Indian Hill Winter Club Inc. to initiate debit entries to my (our) account in the entity named below (“Institution”), and I (we) authorize the Institution to accept and to debit the amount of such entries to my (our) account. The debit shall be made each month in an amount equal to our IHWC Member Account Monthly e-statement.

This authorization is to remain in full force and effect until all amounts payable to The Indian Hill Winter Club Inc. are paid in full or until I (we) revoke the agreement as hereinafter provided. Any revocation shall not be effective until The Indian Hill Winter Club Inc. has received written notification from me (us) of my (our) desire to terminate this agreement in such time and in such manner as to give The Indian Hill Winter Club Inc. a reasonable opportunity to act on it. I (we) understand that I (we) will be notified of any payment changes debited to my (our) account in our IHWC Member Account Monthly e-statement.

Joint Account Holder Please Print Name	IHWC Member #
Signature	Date
Joint Account Holder Please Print Name	IHWC Member #
Signature	Date
Print Address	e-mail address
Name of Financial Institution (Bank, Credit Union, etc.)	

I (we) understand an e-statement of my (our) IHWC Monthly Account charges will be sent during the first week of each month. I (we) understand any IHWC Member Account adjustments must be requested no later than the 26th of each month. I (we) understand the amount of my (our) IHWC Member Account Monthly charges will be deducted on the 30th of each month.

Please debit the following Account:

- Checking Account #:** _____
- Savings Account #:** _____
- A voided, unsigned check or deposit slip is attached**

Financial Institution Routing #: _____

Please allow 30 days for set up and cancellations. Please retain a copy for your files
. Please return completed form with check to:

**IHWC 10005 Fletcher Rd. Camp Dennison, OH 45111
(513) 576-9444**