

# High Vista Amenity Association

## Non-Resident Membership

Not available for High Vista Property Owners. Please call (828) 595-2888 to learn about Equity memberships for High Vista Property Owners.

### NON-EQUITY/NON-RESIDENT MEMBERSHIP FEES:

Initiation Fee: \$500. If you maintain your membership after the initial 12-month period, you will not have to pay this again. If you resign after your initial 12-month contract and want to join at a later date, the initiation fee will increase to \$1000.

MONTHLY DUES: \$72

ANNUAL FOOD MINIMUM: \$1,200 (Expenditure must reach a minimum of \$600 every 6 months)

**FOOD MINIMUM:** *The assessment is not paid upfront, your purchases are tracked throughout each 6 months of the year and if you do not spend your minimum \$600 every 6 months, then you will be charged the difference. All food and beverage purchases count. Food minimums run January-June and July-December and will be prorated accordingly for any membership that is activated mid-term.*

### TERMS AND CONDITIONS FOR MEMBERSHIP

1. **Type of Membership.** I hereby apply for the following category of membership in The High Vista Amenities Association: Non-resident Membership

#### Cost of Membership

\$500 Initiation Fee \$72 monthly dues and \$1,200 annual food minimum

**Non-Resident Memberships** are only available to individuals and/or Families who do not own a home or reside in High Vista.

Non-Resident Memberships are only obligated to pay monthly fees and the applicable use fees as determined by the Association from time to time but are not subject to any liability or assessment for the costs and expenses of ownership or management of the Company or facilities, nor are they eligible for any dividends.

1. **Term of Non-resident Membership.** I hereby acknowledge that the initial term of the Non-Resident Membership will expire one year from the date of acceptance of this application by the Club. All members in good standing can re-sign for another 12-month period and can continue to do so thereafter while the board maintains this policy and membership category. The membership should be renewed within 30 days prior to expiration. This membership is non-refundable and non-transferable.
2. **Non-Resident Membership Privileges.** Non-Resident Members are entitled to use the Facilities year round, subject to seasonal hours and access, including The Robinson Pub during all business hours, attending all events & activities, and benefitting from a member discount when applicable.
3. **Charging Privileges.** As a Non-Resident Member, I understand the Club will grant me the privilege to keep a credit card on file to auto-charge my dues monthly. Additionally, the member may ask the food purveyor to keep their credit card on file for food and beverage purchases in the pub or events. Applicant accepts responsibility to pay all valid charges during membership period in accordance with the terms of said membership, including, if necessary, any late fees or collection costs.

4. **Acknowledgment of Membership Rights.** I hereby acknowledge that the Amenity Facilities will be operated by the High Vista Amenity Association (POA) and that the Non-Resident Membership permits me to use the facilities in accordance with the association policies. I recognize that this is a non-equity membership and does not include an investment in the facilities, the Company, or the association, nor does it confer on me any equity or ownership interest or any other property interest in the Club, the Company, or the facilities.

Non-Resident Membership does not give me a vested or prescriptive right or easement to use the facilities but grants me a revocable license to use the facilities in accordance with the terms of the Rules and Regulations, as amended from time to time, and this Application. I acknowledge that I will not have any interest in the income of the association and will not have the right to receive any of the association's assets if the Company is dissolved.

The Company reserves the right, in its discretion, to modify or terminate the Non-resident Membership program, to sell, lease or otherwise dispose of the facilities in any manner whatsoever and to any person whomsoever, to implement a new membership program at the Club, to offer any additional categories of membership, to discontinue operation of any or all of the Company Facilities, and to make any other changes in the terms and conditions of membership or the Facilities available for use by Members.

I acknowledge that my Non-Resident Membership may be revoked due to my failure to adhere to the rules and regulations of the Club, termination of the Non-Resident Membership program, termination of all memberships in the association, sale of the Facilities or conversion of the Facilities to an equity only, member-owned club.

In consideration of the invitation for membership privileges, the association and its affiliates and assigns will have a nonexclusive license to use the Non-Resident Member's name, nickname, quoted statements and likeness in Club publications and on the Amenities Association's premises, for purposes of promotion and endorsement of the Club. The Club may use photographs of the Non-Resident Member and other users at the Club and statements made by the Non-Resident Member at the Club only for Club and/or community publications, without any prior approval. A Non-Resident Member may elect to provide additional photographs or statements for promotional use.

5. **Receipt of Rules and Regulations.** I hereby acknowledge there are Rules and Regulations, and I agree to abide by all its respective terms and conditions as amended from time to time. I hereby acknowledge and understand that the Facilities are owned by The High Vista Amenities Association (the "Company"). I am aware that there are member policies that I am expected to adhere to and agree to. These policies can be found on [www.highvistapoa.com](http://www.highvistapoa.com) or provided upon request.

6. **Assumption of Risk.** I hereby acknowledge that the use of the Amenity Facilities and any privilege or service incident to membership is undertaken with knowledge of the risk of possible injury. I hereby accept any and all risk of injury to myself, my guests and family sustained while using the Facilities or involved in any event or activity incident to membership, as provided in the Rules and Regulations. In accepting the risk of injury, I agree to hold the Company and its successors and assigns, their partners, directors, governors, officers, members, employees, representatives, and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by me, resulting there from and/or from any act or omission of any affiliate, member, director, governor, officer, employee, representative or agent of the Company. I acknowledge that I shall have, owe, and perform the same obligation to the Company and its affiliates, partners, directors, governors, officers, members, employees, representatives, and agents hereunder in respect to any such loss, cost, claim, injury, damage, or liability sustained or incurred by any of my family members or guests.

7. **Approval of Application.** This application is subject to the approval of the Board of directors, which approval shall be in the Club's sole and absolute discretion. It is agreed that if this Application is not acted upon favorably within ten days, all funds deposited herewith shall be refunded, without interest thereon, immediately and this Application shall become null and void.

This Membership Application shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to principles of conflicts of laws. If applicant is married and applying for membership privileges, the signatures of both spouses are required.

**Full Name \***

<input type="text"/>	<input type="text"/>	<input type="text"/>
Prefix	First Name	Last Name

**Home Address (PO box and/or business address not accepted) \***

<input type="text"/>	
Street Address	
<input type="text"/>	
Street Address Line 2	
<input type="text"/>	<input type="text"/>
City	State / Province
<input type="text"/>	<input type="text"/>
Postal / Zip Code	Country

**Phone Number \***

<input type="text"/>	<input type="text"/>
Area Code	Phone Number

Membership guidelines: We permit 2 adults per household and all **minor** dependents can be added to the membership. Adult children and/or grandchildren (unless you are their legal guardian) cannot be added, they are eligible to obtain a separate membership. Please note the family members below who meet the criteria to be included in your membership.

**E-mail \***

<input type="text"/>
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**Additional Family Member in residence, please put their name and age**

<input type="text"/>
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**Additional Family Member in residence, please put their name and age**

<input type="text"/>
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**Additional Family Member in residence, please put their name and age**

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**Additional Family Member in residence, please put their name and age**

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The undersigned Users do hereby execute this Release, Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement (the "Agreement") for himself/herself/their self and his/her/their heirs and any of their Minors, guests and invitees and acknowledges the inherent risks involved in the use of the Association's Swimming Pool, Clubhouse and surrounding areas which risks include, but are not limited to bodily injury, sickness, disease, or death from using the Swimming Pool. I understand there are no lifeguards on duty at the pool and that I am responsible to follow the rules posted at the pool and on the POA website.

**Please provide a current member's name and telephone number who can provide a reference below**

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**I have read this contract and agree to the terms. By submitting this form, along with the initiation fee, I am entering into a membership contract with the High Vista Amenity Association for a 12-month period. At the end of the initial 12 months, all members in good standing can opt to re-sign for another 12 months. If you maintain your membership after the initial 12-month period, you will not have to pay the initiation fee again. If you resign after your initial 12-month contract and want to rejoin at a later date, the initiation fee will increase to \$1000. Please sign below:**

Yes X \_\_\_\_\_

Signature

X \_\_\_\_\_

Signature