



PREFERRED RESORTS

sfxresorts.com

MEMBERSHIP APPLICATION

The San Francisco Exchange Company • www.sfxresorts.com

ID Number:

BONUS WEEKS

Folio:

Member #1: Mr./Mrs./Ms. First Name:

Last Name:

Member #2: Mr./Mrs./Ms. First Name:

Last Name:

Member #1 Email:

Member #2 Email:

Address:

City:

State:

Zip:

Country:

Home #:

Work #:

Cell #:

TELL US WHERE YOU OWN

Resort Name:

Location:

Purchase Date: MONTH: YEAR:

Fixed Week #

Unit #

Unit Size: Hotel Unit/Studio

1 Bedroom

2 Bedroom

3 Bedroom

Other

Floating Week

Do you own additional Time Share property? Yes No (If YES, please fill out Time Share Properties below)

Name of property:

Location:

Name of property:

Location:

Name of property:

Location:

European Escapes Package \$299 * Must maintain SFX Diamond Membership

Call me for Payment (or Text) Call/Text Time:

Phone Number:

Email me for Payment Email address:

MEMBERSHIP LEVEL

GOLD
NO CHARGE FOR ACTIVE MEMBERS

***DIAMOND** **1-YEAR MEMBERSHIP**
(RETAIL VALUE \$349) TO BE PAID BY RESORT

***DIAMOND** **2-YEAR MEMBERSHIP**
(RETAIL VALUE \$698) TO BE PAID BY RESORT

* To participate in the SFX Diamond Exchange Program, you must be a current SFX Member with your membership fee (Diamond Only) paid through the final date of expiration of your banked week.

I/We expressly consent to receive relevant information and product offers relating to my membership through email and on my cellular telephone number(s) provided above from SFX and OVC using automated telephone dialing and texting technology. Consent is not required to make a purchase of any goods or services from SFX and that this consent may be revoked at any time. Message & data rates may apply.

I/We have read and understand the terms and conditions on the reverse and agree to be bound by them.

Signature:

Date:

Signature:

Date:

1900 North Loop Road, Alameda, CA 94502 FAX 510.749.3799 Member Services 800.739.9969 or 510.749.3700 WWW.SFXRESORTS.COM

White: SFX Preferred Resorts

Blue: SFX Preferred Resorts

Yellow: Member

Pink: Resort



SFX Terms & Conditions

1. **SFX Exchange/Reservation Program.** The San Francisco Exchange Company ("SFX") essentially acts as an independent reciprocal reservation system for accommodation occupancy at various locations. An accommodation unit can include, but is not limited to, a hotel unit, studio or a one or two bedroom-town home or home ("Resort Unit"). SFX members deposit days and/or weeks at such resort units ("Member Deposit(s)"). In exchange, SFX members receive the same number of days and/or weeks as their Member Deposit(s) at Resort Unit(s) of other members. This program is known as the "SFX Exchange/Reservation Program" ("SFX Program").

2. **Application and Acceptance of Membership.** To apply for membership in the SFX Program, a (a) completed and signed Membership Application (on the reverse side), along with these Terms and Conditions (collectively "Application"), and (b) the applicable membership fee (shown on the reserve side) ("Membership Fee"), must be submitted to SFX. SFX reserves the right, in its sole discretion, to reject any prospective member ("Applicant") for any reason. Upon SFX advising an Applicant in writing that they have been accepted as a subscribing member of SFX ("Member"), the Applicant becomes a Member and the Application constitutes a legally binding contract between SFX and Member ("Contract"). Notwithstanding the terms of this Application and the Contract into which SFX and Member will be deemed to have entered, SFX reserves the right to modify any of the terms, conditions and benefits set forth therein or otherwise afforded to Member at any time without prior notice.

3. **Participation in Exchange/Reservations.** A Member's participation in the Program is commenced upon acceptance by SFX of the Member.

a. **Exchange/Reservation Request by Member.** Member(s) may request an exchange/reservation at various destinations from two days to one year in advance. SFX will use its best efforts to fulfill Member's exchange/reservation request; however, it is understood by Member that SFX cannot guarantee fulfillment of any specific request (locations and/or dates, etc.), as all requests are subject to availability. Further, Member understands that the size, design, furnishings and amenities, among other things, of the Resort Unit(s) into which Member may be confirmed, may differ from the accommodations of Member's own Resort Unit(s). Member hereby accepts all such disparities and differences.

When a Member's Resort Unit is deposited with SFX, and a Member's exchange/reservation request is confirmed, the Member (i) agrees to assign and relinquish (if Member has not already done so) all rights to the use of Member's own Resort Unit(s) for a time equal to that time Member has requested, and (ii) agrees and warrants that: all physical aspects of Member's own Resort Unit(s) are in good and usable condition; that Member has the legal right to use and assign the use of their Resort Unit(s) and all other property amenities to which Member has access; that Member's Resort Unit(s) has not been deposited with or assigned to any other entity for the same dates, and/or Member has not taken any other action, which creates an over booking or unavailability to the deposited Resort Unit(s); and that all maintenance fee assessments, taxes and other similar charges applicable to the Member's Resort Unit(s) are paid and current or will be when due.

b. **Member Re-confirmation of Exchange/Reservation.** Member is responsible for reconfirming Member's exchange/reservation directly with the operator of the confirmed Resort Unit at least 48 hours in advance of Member's and/or Guest's arrival date.

c. **Cancellation of Exchange/Reservation**

By SFX. SFX may, in its sole discretion, cancel a Resort Unit confirmation (i) if a Resort Unit confirmed to a Member by SFX becomes unavailable due to natural disaster, act of God, civil unrest, war, insurrection, over booking or any other reason beyond SFX's control, and/or (ii) a Member becomes a Suspended Member following confirmation, but prior to completion, of an exchange/reservation. In such instance, the Member and/or Member's guest(s) ("Guest(s)") hereby waive(s), hold(s) SFX harmless for, and indemnify(ies) SFX against, any and all claims against SFX for damages and/or any and all losses, including but not limited to, special, consequential, general and/or punitive damages. In the event SFX, cancels a confirmation, there will be no refund of transaction fees, however, SFX may, in its sole discretion, provide a credit to the Member for alternative accommodations, possibly at a later date, subject to availability.

By Member. If Member and/or Guest(s) seek(s) to cancel a confirmed reservation more than 30 days in advance of the arrival date, Member will be given a credit by SFX for an alternative reservation, provided Member and/or Guest(s) pay another transaction fee for any subsequently confirmed reservation. Cancellation of a reservation 30 days or less prior to the arrival date will result in a Member's and/or Guest(s) forfeiture of the fees & time confirmed at the confirmed Resort Unit unless that time is utilized by another SFX Member and/or Guest.

d. **Prohibitions.** Among the other prohibitions set forth in this Application, and as otherwise may be adopted from time to time by SFX, in its sole discretion and without prior notice to Members, the following prohibitions shall apply:

Lack of Due Care. Members and their Guests at a Resort Unit are prohibited from conducting themselves or permitting the conduct of any other party in any manner, which is in any regard not responsible, careful, respectful or securing of a Resort Unit and/or its owner(s) and/or other Guests.

Pets. Under no circumstances shall pets of Member and/or Guest(s) be permitted in Resort Unit(s).

Minors. Persons under 21 years of age are not entitled to the use of an SFX reservation or occupancy of a Resort Unit, unless accompanied by a person of at least 21 years of age.

Commercial Purpose. Neither SFX membership nor reservations may be used for any commercial purpose whatsoever, including but not limited to sale and/or rental income.

Occupancy Maximums. The total number of people occupying a Resort Unit must not exceed the maximum occupancy of the unit set forth in the reservation confirmation or guest certificate; otherwise, SFX, the Resort Unit and/or other appropriate party may refuse access and/or levy an additional charge. Member and/or Guest(s) agree(s) to pay for any such additionally levied charges.

e. **Fees.** All then-in-effect SFX fees for reservations, confirmations, exchanges, renewals, accommodation bookings, and all other SFX fees, shall be paid when due by Member. Payment of all such fees are final, and no refunds, regardless of circumstances, shall be permitted, unless otherwise expressly stated in this Application.

f. **Suspension of Exchange/Reservation Privileges and Membership.** Should SFX deem, in its sole discretion, that (i) a Member's Resort Unit is not high quality accommodations, and/or is not being well maintained, operated and managed, and/or (ii) a Member and/or their Guest(s) damaged and/or otherwise caused losses to a Resort Unit, and/or (iii) Member and/or their Guest(s) have violated the terms of this Contract with SFX, then SFX shall be entitled at any time to, in its sole discretion, suspend a Member's membership(s) and/or their Guest's participation in SFX, without credit to the Suspended Member(s) and/or Guest(s) for any membership and/or transaction fee(s) paid.

4. **Assignment and Guest Certificates.** A Member may assign an exchange/reservation confirmation as a gift to anyone of Member's choice, provided: (i) Member advises SFX of such assignment (including relevant name, address and telephone numbers) and pays the then-applicable fee(s); (ii) it is understood that SFX reserves the right, in its sole discretion, to disapprove of such assignment, but such approval shall not be unreasonably withheld and (iii) is not prohibited by the Resort Unit or its owner(s). Approval of the assignment, and the subsequent award of a gift certificate, shall be subject to use of the Resort Unit by only the named Guest stated on the certificate, and such certificates are not otherwise further transferable.

5. **Member and Assignee's Liability.** In addition to the liability provided for elsewhere in this Application, Member expressly agrees that they shall be liable, and bear all responsibility, for payment of any applicable taxes, personal expenses, utility charges, security deposits, damages, theft, losses and/or all other charges of any and all entities and other parties, incurred in connection with Member's travels to and from, and stays at, the confirmed Resort Unit. When a Member has assigned an exchange/reservation confirmation and such assignment is approved by SFX, then Member further agrees that Member and his/her assignee(s) shall be jointly and severally liable, and bear all responsibility, for payment of all the same aforementioned taxes, expenses, charges, deposits, damages, theft, losses and/or other charges. Further, Member agrees that they and/or their assignees shall be responsible and liable for any and all damages, losses and/or theft caused, directly or indirectly, during their occupancy of, or while they have been afforded access to, a Resort Unit.

Member expressly agrees that Member shall be liable, and bear all responsibility, for payment of any and all costs and expenses incurred by SFX and/or another Member and/or their Guest(s) if Member has deposited or assigned to any other entity Member's Resort Unit, or Member has taken any other action, which results in an over booking and/or otherwise interferes with another Member and/or their Guest's confirmed reservation at a Resort Unit.

6. **Accrual of Exchange Time:** Member will have up to two years past the first day of occupancy deposited by Member relative to their Resort Unit, in which to exchange and receive time at another Member's Resort Unit. Member agrees and

understands that deposit credits for exchanges, which are not used within the two year stated period, will completely expire.

7. **Non-Exchange/Reservation-Related Programs.** From time to time, SFX may, in its sole discretion, itself offer, and/or permit third parties to offer, other non-exchange/reservation-related programs. The other programs may, in SFX's sole discretion, be subject to terms and conditions apart from this Application, which other terms and conditions may be changed without prior notice to Member. Member hereby agrees to be bound by the terms and conditions of all said other offerings. SFX accepts no responsibility for the acts and/or omissions of any third parties providing such offerings, either directly or indirectly through SFX, to Member.

8. **Limit of Liability, Indemnification and Defense.**

a. The liability of SFX to Member and/or Member's Guests for actual damages and/or any other losses of any nature which appear to SFX, in its sole discretion, to be potentially (but not necessarily actually) meritorious and arise out of a reservation arranged by SFX for Member and/or Member's Guests shall be limited to, and not exceed, the single transaction fee paid for the accommodation giving rise to the alleged damages and/or other losses. Member's and/or Member's Guest's entitlement to such refund of transaction fee shall be subject to Member and/or Member's Guests providing SFX with notice of Member's and/or Member's Guest's damages and/or other losses within 30 days of Member's and/or Guest's actual or previously confirmed return date (whether Member and/or Guest(s) utilize(s) a Resort Unit or not), whichever date is sooner. In no event shall SFX be liable for any other damages and/or losses, including but not limited to, special, consequential, general or punitive damages. Any refund of the single transaction fee to a Member and/or Member's Guest shall not be construed as an admission by SFX of any liability of any kind to the Member and/or Guest(s). Acceptance of the refunded transaction fee by the Member and/or Member's Guest(s) shall constitute a full and complete accord and satisfaction, and release and hold harmless, in favor of SFX, as to all claims, demands, causes of actions and lawsuits against SFX.

b. Further, Member agrees that SFX shall have no liability whatsoever, and shall be held harmless, to Member and/or the other owners of Member's own Resort Unit, for any damages and/or any other losses of any nature which arise out of an exchange/reservation arranged by SFX at Member's own Resort Unit, including but not limited to, special, consequential, general or punitive damages. The sole recourse, if any, of Member and the other owners of Member's Resort Unit, for any such damages and/or any losses shall be against parties other than SFX, including, but not limited to, as appropriate, another Member or that other Member's Guest(s). To the extent that any portion of a Member's same damages and/or other losses are due to the actions or conduct of another Member or that other Member's Guest(s), Member and/or Member's Guest(s) hereby agrees to indemnify, hold harmless and defend SFX against any claims for such damages and/or any other losses, and Member and/or Member's Guest(s) further agree(s) to be responsible for and pay to any other Member all such damages and/or other losses. In no event shall SFX be liable for any other damages and/or losses, including but not limited to, special, consequential, general or punitive damages.

c. **Notice to SFX of Claims.** Notwithstanding SFX's limited liability as set forth herein, a condition of Member's membership is that SFX receive written notice from Member of any and all claims of Member within 30 days of the date such claims arise. The other provisions of this Application, however, govern the deadline for requesting and being entitled to a refund of a single transaction fee.

9. **Attorneys' Fees and Costs.** In any lawsuit, arbitration or other legal proceeding to enforce the terms of this Application and/or Contract created thereby, or otherwise recover damages and/or losses due SFX, SFX shall be entitled to recover against Member, Guest or otherwise any and all damages and/or losses, including but not limited to, reasonable attorneys' fees and other costs, whether incurred in connection with litigation or otherwise, provided SFX is the prevailing party in connection with any such matter. The "prevailing party" for purpose of the foregoing shall be either (i) SFX or (ii) Member and/or Guest and/or otherwise, and shall be the party receiving the more favorable determination as to the disputed matter.

In any lawsuit, arbitration or other legal proceeding into which SFX is brought as a direct or indirect result of the acts and/or omissions of Member, Member's Guest(s) or otherwise, Member and/or Member's Guest(s) or other party shall indemnify and hold harmless SFX for any and all damages and/or losses, and defend SFX in connection with any such proceeding.

10. **Binding Effect.** Any and all references to "SFX" in this Application shall include SFX's parent companies, affiliated companies, subsidiaries, shareholders, directors, agents and employees. References to "Member" and/or "Guest(s)" in this Application shall include the respective SFX member, his/her guests and/or assignees and/or all other related agents and parties.

11. **Severability and Construction.** If any one or more of the provisions herein is determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative. Moreover, this Application and resulting Contract shall be deemed to have been created by both SFX and the Member.

12. **Governing Law.** This Application and resulting Contract shall be deemed made and entered into in the State of California and shall in all respects be interpreted, enforced and governed in accordance with the laws of the State of California. SFX and Member consent to personal jurisdiction before the courts of San Francisco County, California, and the United States District Court for the Northern District of California. Member waives any objection which it may now or hereafter have to exclusive venue in San Francisco County, California of any suit, action or proceeding arising out of or in any way relating to this agreement and the obligations created hereunder, and Member further waives any claim that San Francisco County, California is not a convenient forum for any such suit, action or proceeding.

13. **Waiver.** The failure of SFX to insist in any one or more respects upon strict performance of any terms and conditions of this Application and the Contract created thereby shall not be deemed a waiver or relinquishment of any right or of the future performance of any such term or condition, but the obligations of each party shall continue in full force and effect.

14. **Headings.** The paragraph headings in this Application and resulting Contract are for reference purposes only and shall not have any substantive effect.

15. **Quality Control.** In the interest of quality control, and otherwise, telephone conversations may be recorded from time to time, and Member hereby consents to such recording.

16. **Confidentiality.** Any and all communications, including email, written, oral or otherwise, between SFX and Member(s) is privileged and confidential information intended only for the use of the individual(s) or entity named on the communication. Dissemination of this information without the written consent of SFX is strictly prohibited and shall be deemed a breach of confidentiality and is subject to legal action.

17. SFX reserves the right to modify or change any of the Terms and Conditions at any time without prior notification to Members and/or Guest(s).

18. SFX Travel Store and More purchases, benefits, transactions, redemptions are administered and fulfilled by International Cruise & Excursion Gallery, Inc. ("ICE") d. b. a. Our Vacation Center ("OVC"), under license from SFX. ICE is a registered seller of travel in: FL #ST-29452, WA UBI# 602 443 155 001 001, HI #TAR-5192 and CA #CST 2066521-50. ICE is not a participant in the CA Travel Consumer Restitution Fund. CA requires certain seller of travel to have a trust account or bond. ICE maintains a Consumer Funds Protection Bond issued by International Fidelity Insurance Company in the amount of \$100,000.00.