



## Application for Membership

*The undersigned hereby applies for membership in THE HOUSTONIAN CLUB (the “Club”), owned and operated by Houstonian Campus, LLC (“Owner”). 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.” As provided below, when accepted by Club Management, this membership application, the Houstonian Club Bylaws, as same may be modified from time to time in accordance with their terms (the “Bylaws”), the Code of Conduct, the Rules and Regulations, the Schedule of Charges and such other rules as may be established by the Club from time to time, as the same may be amended from time to time, at the sole discretion of the Club (collectively, the “Membership Documents”) shall constitute the membership contract between Member and Owner (the “Membership Contract”). The revocable license arrangement created by this Membership Contract shall be referred to as the “Membership.”*

***The Member has no equity ownership in the Club, and Membership does not imply any right or privilege to participate in or to administer the Club’s business policies and does not create any vested, proprietary, prescriptive, or easement rights or interest of any nature in Club or any of its facilities, or any of the Owner’s assets. A Member acquires only a revocable license to use the Club’s facilities, in accordance with the terms and conditions of the Membership Documents, as same may be amended from time to time in the Owner’s sole discretion.***

*In support of this membership application and as a part of the Membership Contract, the parties agree to the terms set forth above and to the following:*

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 certain Resident Memberships issued by the Club, as set forth below. The Initiation Fee and related sales tax is as follows:

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

Member agrees to pay Club a monthly sum as membership dues for so long as Member maintains Membership in active status (the “Membership Dues”). The amount of such monthly Membership Dues may be adjusted from time to time by Club as provided by its Bylaws. The monthly Membership Dues, which may vary based upon the type of Membership, is the basic charge to be paid for the use of the facilities of the Club by the Member pursuant to the Membership. Member also agrees to pay any incidental charges incurred at the Club for such separately

priced goods and services as food, beverage, personal training, etc. The Member shall be responsible for all applicable sales tax payable with respect to the Initiation Fee, the Membership Dues and any other charges incurred by Member at the Club. As of the date of this membership application, the monthly Membership Dues for the type of Membership applied for and related sales tax is as follows:

\$ \_\_\_\_\_                      \$ \_\_\_\_\_                      \$ \_\_\_\_\_  
Monthly Dues                      Sales Tax                      Total

2. 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 age 25 and under):

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:**

- |                                     |   |   |   |  |
|-------------------------------------|---|---|---|--|
| <input type="checkbox"/> New        | <input type="checkbox"/> Reinstatement    | <input type="checkbox"/> Transfer         | <input type="checkbox"/> Upgrade          | <input type="checkbox"/> Resident Resale |
| <input type="checkbox"/> Resident   | <input type="checkbox"/> Voyager Resident | <input type="checkbox"/> Junior Resident  | <input type="checkbox"/> Legacy Resident  |  |
| <input type="checkbox"/> Associate  | <input type="checkbox"/> Voyager          | <input type="checkbox"/> Junior Associate | <input type="checkbox"/> Legacy Associate |  |
| <input type="checkbox"/> Individual | <input type="checkbox"/> Couple           | <input type="checkbox"/> Family           |   |  |

Membership Ownership:  Personally Owned  
 Corporate Membership Owned by: \_\_\_\_\_  
Name of Entity

**Sponsorship**

Club Sponsor Name \_\_\_\_\_

Email Address \_\_\_\_\_ Telephone \_\_\_\_\_

3. Members may resign from the Club at any time by giving 30 days advance written notice to the Club and paying all dues and charges accrued to the effective date of such notice of resignation and taking such further actions as may be required by the Club, including vacating the Member’s locker. Upon termination and payment of all such amounts, the resigning Member shall not thereafter be subject to any dues or charges other than the obligation to repay any remaining amounts due pursuant to an Initiation Fee financing arrangement, if applicable.

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

5. 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.

6. The 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.

7. 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 Club’s Bylaws, 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 “Corporate Designee). The Company and the Corporate Designee shall be jointly and severally liable for the monthly Membership Fee and all other charges incurred with respect to the Corporate Membership. If the Corporate Designee ceases to be a bona fide owner, employee or officer of the Company, then the Company or the Corporate Designee must notify the Club of such cessation within 10 days after its occurrence. Subject to the Club’s Bylaws, the Membership may then be transferred to a new corporate designee.

8. 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 Documents are defined in the Bylaws and are incorporated herein by this reference and made a part hereof. The Bylaws shall govern over any conflict arising between any of the Membership Documents and the documents constituting the Membership Contract. This Membership Contract, along with any agreement with respect to release and waiver of claims related to adult or child activities shall constitute the exclusive terms of the agreement between the Member and the Club and Member acknowledges the provisions of all such documents and agreements.

9. Inquiries concerning membership matters should be made to the Director of Membership at the address set forth below.

10. 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. 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 BY CERTIFIED MAIL A WRITTEN NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT, ACCOMPANIED BY PROOF OF PAYMENT ON THE CONTRACT TO THE HEALTH SPA AT THE FOLLOWING ADDRESS:**

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

**AND FILE A CLAIM FOR A REFUND OF YOUR UNUSED MEMBERSHIP FEES AGAINST THE BOND OR OTHER SECURITY POSTED BY THE HEALTH SPA WITH THE TEXAS SECRETARY OF STATE. TO MAKE A CLAIM AGAINST THE SECURITY PROVIDE A COPY OF YOUR CONTRACT TOGETHER WITH PROOF OF PAYMENTS MADE ON THE CONTRACT TO THE TEXAS SECRETARY OF STATE. THE REQUIRED CLAIM INFORMATION MUST BE RECEIVED BY THE SECRETARY OF STATE NOT LATER THAN THE 90<sup>TH</sup> DAY AFTER THE DATE NOTICE OF THE CLOSURE OR RELOCATION IS FIRST POSTED ON THE SECRETARY OF STATE'S INTERNET WEBSITE.**

**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**

**NOTE: The term “Membership Fee: referenced above means the Membership Dues for the Club.  
TEXAS HEALTH SPA REGISTRATION #930036**

11. 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, facilities, or membership rights or privileges, shall be determined in Harris County, Texas by a court of competent jurisdiction, and shall be governed by the laws of the State of Texas. The Club reserves the right to submit the dispute to arbitration under the Commercial Arbitration Rules of the American Arbitration Association. 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.

12. Applicant acknowledges that membership rights and privileges applied for, and Club operations, benefits, facilities, and Membership Documents 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.

13. Applicant hereby consents to and authorizes (i) the disclosure and release of information requested by the Club for investigating my qualifications for membership, including without limitation, my credit history and (ii) the Club conducting a credit check and/or background check at Club’s discretion, which authorization shall be ongoing during the term of the Membership ((i) and (ii) collectively, the “Background Investigations”) Applicant releases Club and shall hold the Club harmless from any claims, liabilities, damages or obligations related to or arising out of the Background Investigations.

**14. IN CONSIDERATION OF THE MEMBERSHIP AND AS A CONDITION OF USING THE CLUB FACILITIES THE UNDERSIGNED MEMBER(S) AND ANY FAMILY MEMBER, GUEST OR OTHER PERSON WHO, IN ANY MANNER, MAKES USE OF OR ACCEPTS THE USE OF THE HOUSTONIAN CAMPUS AND ANY CLUB FACILITY, APPARATUS, APPLIANCE, PRIVILEGE OR SERVICE WHATSOEVER OWNED, LEASED OR OPERATED BY THE OWNER, OR WHO ENGAGES IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE OWNER, EITHER ON OR OFF THE HOUSTONIAN CAMPUS AND CLUB FACILITIES (COLLECTIVELY, THE “ACTIVITIES AND USE”), (i) DOES SO AT HIS OR HER OWN RISK AND EXPRESSLY ASSUMES ALL DANGERS AND RISKS ASSOCIATED WITH THE ACTIVITIES AND USE, INCLUDING BUT**

**NOT LIMITED TO, THE RISK OF INJURY OR DEATH AND DAMAGE TO OR DESTRUCTION OF PROPERTY AND (ii) ON BEHALF OF HIMSELF OR HERSELF AND ALL HEIRS, ADMINISTRATORS, LEGAL REPRESENTATIVES, FAMILY MEMBERS, SUCCESSORS AND ASSIGNS, DOES HEREBY FULLY AND FOREVER DISCHARGE, RELEASE, AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS (a) THE OWNER AND THE CLUB, THEIR RESPECTIVE OWNERS, MEMBERS, MANAGERS, PARTNERS, OPERATORS, OFFICERS, DIRECTORS, INVESTORS, EMPLOYEES, VOLUNTEERS, COACHES, CONTRACTORS, VENDORS, AFFILIATES, AGENTS AND SUBSIDIARIES; AND (b) ALL OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, OWNERS, MEMBERS, MANAGERS, PARTNERS, AGENTS, ATTORNEYS, INSURANCE PROVIDERS, REPRESENTATIVES, CONSULTANTS AND CONTRACTORS, AND FOR EACH OF THE PARTIES IN (a) AND (b) ABOVE, THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “RELEASED PARTIES”), FROM ANY AND ALL LIABILITIES, INJURIES, RIGHTS OF ACTION, CAUSES OF ACTION, LOSSES, DAMAGES, CLAIMS, DEMANDS, LOSS OF COMPENSATION, COSTS AND EXPENSES (INCLUDING ATTORNEYS’ FEES, COURT COSTS, COSTS OF INVESTIGATION AND EXPERT FEES) WHETHER RELATED TO PROPERTY DAMAGE, PERSONAL INJURY, DEATH OF PERSONS OR OTHERWISE (COLLECTIVELY, “CLAIMS”), WHETHER THE SAME BE KNOWN, ANTICIPATED OR UNANTICIPATED, THAT MAY OCCUR AS A DIRECT OR INDIRECT RESULT OR ARISING OUT OF, REGARDING OR RELATING TO THE ACTIVITIES AND USE, WHETHER DUE TO NEGLIGENCE OR OTHERWISE, OF THE RELEASED PARTIES.**

The provisions of any state, federal or local law providing that a release shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at that time, to the person executing such release, are hereby expressly waived.

15. 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 Club Bylaws and Membership Documents and agree to all terms contained therein as well as all terms of this Membership Contract.

**FOR INDIVIDUAL MEMBERSHIP:**

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**FOR COUPLE OR FAMILY MEMBERSHIP WITH SPOUSE:**

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**FOR CORPORATE MEMBERSHIP:**

Name of Entity \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Name of Corporate Designee \_\_\_\_\_

Title \_\_\_\_\_

Corporate Designee Signature \_\_\_\_\_ Date \_\_\_\_\_

**SPECIAL PROVISIONS REGARDING PERSONALLY OWNED RESIDENT MEMBERSHIPS ONLY**

**For Memberships not subject to refund: (RESALES, TRANSFERS, LEGACY RESIDENT, JUNIOR RESIDENT, VOYAGER RESIDENT)**

The undersigned understands that (i) the Membership applied for herein is not transferable and may not be re-sold, and (ii) the Club shall have no obligation to return any portion of the Initiation Fee, in accordance with the Houstonian Club Bylaws.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**For Resident Memberships subject to partial refund: (NEWLY ISSUED PERSONAL RESIDENT MEMBERSHIPS ONLY)**

The undersigned understands that the Resident Membership applied for herein is not transferable and may not be sold under any circumstance. Upon resignation of the Resident Membership in accordance with the Houstonian Club Bylaws, the Club may issue a partial refund equal to 15% of the Initiation Fee paid by the Member and collected by the Club, 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 \_\_\_\_\_

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**[NOTE: this only applies to newly issued, personal Resident Memberships. The partial refund does not apply to Corporate Memberships classified as Resident Members.]**

Accepted and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE HOUSTONIAN CLUB

Houstonian Campus, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_