

BEACH CLUB
AT THE MIAMI BEACH
EDITION[®]

MEMBERSHIP AGREEMENT TERMS,
RULES AND REGULATIONS

Beach Club At The Miami Beach EDITION, 2901 Collins Avenue, Miami Beach FL 33140

1. Payment will be required upon notification of acceptance to Beach Club at The Miami Beach EDITION. There is a one-time non-refundable initiation fee for applicants, additionally also a sales tax of 7% will be added to the membership fee.
2. All members are required to pay annual membership in full. Six month membership are required to be paid in full.
3. Billing and Unpaid Balances: Failure to pay the membership within one month of the due date after being notified by the Membership Director will result in the member(s) not being admitted to the Program.
4. Membership Card: Each member with charging privileges will be issued a permanent membership card bearing signature and photograph of member, member account number and member start year. Member MUST carry their membership card with them at all times while on property. This card must be presented when using any of The Miami Beach EDITION facilities (Market, Matador, Tropicale, Spa, etc.) and making purchases. Membership cards are not transferrable and are for the individual members of Beach Club at The Miami Beach EDITION use only. A replacement charge will be assessed to the Member's account should a membership card become lost.
5. All charges incurred by a member of Beach Club at The Miami Beach EDITION will be billed on a monthly basis and payment is due upon receipt of the bill. Past due bills are subject to a late payment charge. Beach Club at The Miami Beach EDITION reserves the right to freeze a membership account and suspend all membership privileges for bills 7 days past due. The Suspension of membership will be enforced until the balance is paid in full.
6. Valet Parking: Members receive a discounted rate on up to 12 hours on valet parking. Anything after will be charged at standard hotel rate.
7. Guest Policy: Depending on the type of membership, Members may bring up to 1 or 2 guests. Members must present membership card at the pool and beach areas for use of pool and/or chairs upon availability. Guests must be accompanied by the member to gain entry. Member will be responsible for their guest's behavior.
8. Beach: Number of beach chairs and umbrella's are complimentary to members based on type of membership with presentation of a membership card.
9. Pool: Pool usage is available to members with presentation of membership card. Pool chairs are not guaranteed. Chairs are based on availability only and hotel staff has the right to deny chair usage.
10. Mobile Phones: To protect the relaxed atmosphere, members must use good judgment when deciding to utilize their mobile devices. Please be aware of your surroundings.
11. Lost and Found: Beach Club at The Miami Beach EDITION will not be responsible for the loss or damage to property of members and their guests on the property, whether in lockers, cabanas or elsewhere.

12. Smoking: Smoking is only permitted in certain designated areas.
13. Gym: The gym includes cardiovascular and weight training equipment. All members may utilize the gym and may access with their membership card. The gym is open twenty four hours a day, seven days a week. Appropriate attire and shoes are required for safe use of the equipment.
14. Outside Trainers, Coaches, Therapists: The use of non-EDITION practitioners on property is strictly prohibited. Any services performed on property must be provided by The Miami Beach EDITION Team members and must be scheduled through Membership or The Spa.
15. Classes + Workshops: Please allow enough time to sign in before each class. Do not enter a class late or leave early unless you give the instructor prior notice. If you are just starting Health, Yoga or Fitness Classes or one-on one training or have a pre-existing injury or problems that prevent full participation, please discuss the situation with the instructor or trainer before class.
16. Children Policy: Beach Club at The Miami Beach EDITION membership is an adult program, but remains friendly toward children. Members remain responsible for their children at all times and are responsible for ensuring they do not disturb other guests and members. Parents must remain on the premises at all times, while their children are being looked after.
17. Animals: No pets with the exception of service animals will be permitted at the pool or beach.
18. Dress Code: Appropriate attire and shoes are required. Be mindful of your footing around pools and wet areas. Appropriate closed-toe exercise footwear is required in the fitness facility at all times.
19. Pricing: The membership rates are subject to annual review and revision. Membership renewals are not automatic and will be reviewed and determined on an annual basis or bi-annual basis for six month memberships.
20. Waiver of Liability: Member assumes full responsibility for his or her use of the facility and releases Beach Club at The Miami Beach EDITION from any and all claims, including those caused in whole or in part, by the negligence of Beach Club at The Miami Beach EDITION and shall indemnify Beach Club at The Miami Beach EDITION, the owner, the manager, its affiliates, agents and employees against any and all liability arising out of the use of the facilities. Member assumes the risk of physical activity with his/her own physical condition and acknowledges that he/she has received advice from his/her physician that he/she is capable of physical exercise such as that provided or that he/she will seek such advice or that he/she assumes the risk of proceeding without such notice. All exercises and use of fitness facilities shall be undertaken by the Member at Member's sole risk. If the Member or any family member or guest of a Member using the Beach Club has a history of heart disease, that person should consult a physician before using the fitness facility or any other health club.
21. Hours of Operation: Membership allows for access to facilities during our hours of operation. Hours at the pool are sunrise to sunset.
22. Rules, Regulations, and Schedules: Member agrees to abide by all the membership rules, regulations and schedules, which may be posted at the pool, fitness facility, beach or lobby areas or issued orally, and which may be amended from time to time, at Management's sole discretion. All prices and services are subject to change without notice.
23. Additional Expectations: Members are expected to abide by all Beach Club at The Miami Beach EDITION policies while on property in addition to the terms set forth in this Agreement.
24. Memberships are Nontransferrable.
25. Revocation of Membership: Beach Club at The Miami Beach EDITION reserves the right to revoke and cancel this membership at any time for any reason.

26. Consumer's right to Cancellation: You may cancel this contract without any penalty or further obligation within three (3) days from the agreement date. Notice of cancellation shall be in writing subscribed by the Buyer and with written notice by either certified or registered mail provided to Beach Club at The Miami Beach EDITION, 2901 Collins Avenue, Miami Beach, FL 33140, Attn: Membership Department or (ii) emailed to mb.membership@editionhotels.com. The Member must return all membership cards and bring his/her account balance to zero. Cancellation shall not be effective until all conditions herein are satisfied by the Member. All monies paid pursuant to such contract shall be refunded within fifteen business days of receipt of such notice of cancellation.

27. CONSUMER PROTECTION CLAUSES

- a) Member shall have the right to cancel this agreement within (3) business days, exclusive of holidays and weekends, of its making. Cancellation must be in writing and delivered either in person or by certified or registered mail by the Member to Beach Club at the Miami Beach EDITION, 2901 Collins Avenue, Miami Beach, FL 33140 Attn. Membership Department or via e-mail to mb.membership@editionhotels.com. In the event that the member cancels the agreement in accordance with this section, Beach Club shall refund all initiation fees and membership dues paid, except that the Beach Club may retain an amount computed by dividing the number of occasions Beach Club services are to be rendered into the contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that health studio services have been rendered. The cancellation of this agreement automatically terminates the Member's obligation to any entity to whom the Beach Club has assigned the Member's contract. A refund shall be issued within 30 days.
- b) Member may cancel this agreement (in the same manner set forth in section 26 and receive a refund of membership dues paid, if the Beach Club goes out of business or relocates more than (5) driving miles from its current location, if the Beach Club fails to provide, within 30 days, a facility of equal quality located within (5) driving miles of the Beach Club at no additional cost to the Member.
- c) If the Florida Department of Agriculture determines that a refund is due to the buyer, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The Beach Club shall not be deemed to be out of business when temporarily closed for repair and renovation of the premises: 1) Upon sale, for not more than 14 consecutive days; or 2) During ownership, for not more than 7 consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.
- d) Members should contact the Florida Department of Agriculture for information within 60 days should the Beach Club go out of business.
- e) This contract may be cancelled if Member dies or becomes physically unable to avail himself of a substantial portion of those services which were used from the contract until the time of disability, with a refund of funds paid in an amount computed by dividing the membership dues paid by number of weeks remaining in the contract term. The Beach Club may require proof of disability or death. A physically disability sufficient to warrant cancellation of the contract by the buyer shall be established if the Member furnishes to the Beach Club a certification of such disability by a physician licensed under Chapter 458, 459, 450, or 461 provided the diagnosis or treatment is within the physician's scope of practice.
- f) This contract provides that the initial contract will not be for a period in excess of thirty six (36) months, and thereafter shall only be renewable annually. A renewal contract may not be executed and the fee therefore paid until sixty (60) days or less before the previous contract expires.
- g) The Beach Club is registered with the State of Florida as a Health Studio Facility; Registration number _____.

Member

Beach Club At The Miami Beach EDITION

Member Signature

Employee Signature

Member Name

Employee Name

Date

Title

Date