



THE CLUB AT MAUNA KEA RESORT

Application for Participation

2011 Amenity Program – The Club at Mauna Kea Resort

MAIN PARTICIPANT

Name _____
Last First Middle Initial

SPOUSE/PARTNER'S NAME

Name _____
Last First Middle Initial

PRIMARY MAILING ADDRESS

Street/P.O. Box City State Zip

CONTACT INFORMATION

E-Mail Address (Main) E-Mail Address (Spouse/Partner)

Home Phone Cell Phone Fax

IMMEDIATE CHILDREN

Immediate Children (all ages) are included as permanent members and are issued membership cards/key tags. Spouse/Partner's of immediate children and Grandchildren should not be listed below. They will be added as Residing Guests by notification to the Membership Department prior to their arrival at no additional charge.

Name Age Name Age

Name Age Name Age

Name Age Name Age

MANAGEMENT CONTACT

Please provide a management company or person who can be contacted when you are off-island.

Name Contact Phone E-Mail Address

PAYMENT OF FEES AND CHARGES

PARTICIPATION AGREEMENT

I hereby agree to pay to The Club the annual fee for the level of participation selected above, plus applicable Hawaii general excise tax, with my submission of this Application for Participation.

ANNUAL FEES

FULL (\$19,296.75) INTERMEDIATE (\$8,187.45) SOCIAL (\$5,859.34)

PAYMENT:

Credit Card Check Wire Transfer

2011 PAYMENT INFORMATION – CLUB RENEWAL & RESORT ACCOUNT

(Please Check Authorizations Applicable to Credit Card listed below)

Payment for 2011 Amenity Program Renewal

Payment of Resort Account

Visa Mastercard American Express

Credit Card Number _____ Exp Date _____

Name as shown on Credit Card: _____

Cardholder's Signature _____

Billing Address (same as Primary Mailing Address on Page 1 of Application)

Billing Address (if different than Primary Mailing Address, please provide below)

Street/P.O. Box City State Zip

RESORT ACCOUNT BILLING OPTIONS

Your participation in the Amenity Program includes a Resort Account, which enables you, your Spouse/Partner and Immediate Children to sign for charges you incur for restaurants, retail shops and activities on the Resort.

I understand that I am obligated to keep a valid and approved credit card on file with The Club at all times and I authorize The Club to bill to such credit card any charges that become delinquent; provided, however, I also understand that I will still be responsible for any amounts that are not paid by the credit card company. Unless another valid and approved credit card is provided to The Club, I hereby request that all delinquent charges be billed to my credit card listed below and I hereby authorize such billing.

I certify that the below listed card is issued to me and agree that all disputes on my credit card account relating to The Club will be promptly brought to The Club's attention.

In the event that any amounts owed to The Club are not paid on a timely basis, I understand that I may be charged a late payment charge in accordance with the Rules and Regulations for the Amenities Program at The Club at Mauna Kea.

Please select one (for payment of Resort Account):

- Mail Statement to me and I will send payment
- Mail Statement to me, but I will call in to authorize payment
- Process Automatic Payment by credit card listed below and mail receipt to me
- E-Mail Statement to me and I will reply by e-mail to authorize payment

ACKNOWLEDGMENT AND ACCEPTANCE

Participation in the Amenity Program (also known as The Club at Mauna Kea Resort) permits the undersigned applicant to access and use the Club Facilities in accordance with the terms and conditions of The Club's Plan of Participation, Rules and Regulations, and any other restrictions and policies established by Mauna Kea Resort LLC (the "Owner") and/or The Club from time to time (collectively, the "Amenity Program Operative Documents"). Participation in the Amenity Program does not grant to the undersigned applicant any legal or equitable right, title or interest in or easement to use the Club Facilities. Participation in the Amenity Program is not a security or investment in the Owner or its affiliates and does not provide the undersigned applicant with an equity or ownership interest or any other property right, title or interest in the Owner, its affiliates, The Club and/or The Club Facilities. Upon acceptance by The Club as a participant in the Amenity Program, the undersigned applicant will only acquire a revocable license to use the Club Facilities in accordance with the terms and conditions of the Amenity Program Operative Documents. The Owner reserves the right to modify the Amenity Program Operative Documents, to reserve participation rights, to modify, terminate or issue any type, category, level, or class of participation in the Amenity Program, to discontinue operation of any of the Club Facilities, to convert The Club into a membership-owned club, and/or make any other changes in the terms and conditions of participation in The Club or access or use of the Club Facilities by the Participants.

AMENITY PROGRAM OPERATIVE DOCUMENTS

I hereby agree to be bound by the terms and conditions of the Plan of Participation and Rules and Regulations as the same may be amended from time to time. I further acknowledge that I am not relying on any oral representations in acquiring the privilege to participate in the Amenity Program at The Club at Mauna Kea pursuant to the terms and conditions of the Amenities Program Operative Documents.

ACKNOWLEDGMENT AND ACCEPTANCE

The undersigned hereby acknowledges that the information provided in this Application for Participation and any supplemental forms and attachments is true, complete and correct to the best of the undersigned's knowledge. If the undersigned applicant is married, then signatures of both the applicant and his/her spouse shall be required.

Date

Date

Applicant's Signature

Printed Name

Date

Spouse/Partner's Signature

Printed Name

This Application for Participation shall not be binding on The Club until the acceptance below is signed by a duly authorized representative of The Club.

Accepted by:
Mauna Kea Resort LLC

By: Authorized Representative

Printed Name

Date