

**COUNTRY VILLAGE INC.**  
**22045 S. HWY 550**  
**Montrose, CO. 81401-8718**  
**970-249-6382**

The undersigned (member) hereby purchases a membership entitling the member to use all facilities owed or operated by Country Village, Inc., for the benefit of its members on the terms and conditions set forth in the membership contract. The member agrees to pay the one-time membership of \$499 on the terms below.

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

1. Membership .....	\$499.00
2. Dues.....	\$99.00
3. Passport/ Coast to Coast/RPI dues .....	
Totals \$	_____

Dues payment schedule: Annual (due by January 1st)  
Late charge: If a payment is late, a 5% late fee will be charged

Membership payments: If accepted, member agrees to pay Country Village Inc. or its assigns, the payments outlined above. All payments to the Country Village are to be made at 22045 S. Hwy 550 Montrose CO 81401 on or before January 1. All amounts paid against the purchase price for membership and dues are considered earned and are non-refundable.

\*\*\*There will be a \$5 replacement fee assessed for lost Country Village membership cards.

The terms and conditions below and appearing on the pages following are part of the contract.

**A. DISCLAIMER OF WARRANTY/LIMITATION OF LIABILITY.**

There are no warranties given by Country Village beyond those set forth herein specifically without limitation, implied warranties of merchant ability or fitness for a particular purpose, Member purchases the right to use the Resort's facilities and services or Country Village "As is". No action may be brought by either party more than one year after the cause of action has occurred. By initialing this paragraph, member acknowledges that he has read and understands the foregoing disclaimer and limitations agree thereto.

\_\_\_\_\_ Member initial.

**B. ASSIGNMENT**

Country Village may assign this contract, any such assignment may vest in the assignee of Country Village all of Country Village's rights together with title to this contract and all payments required to be made hereunder by member shall be paid to such assignee.

**C. MEMBERS'S REPRESENTATIONS**

Member represents that all information supplied to Country Village is true, that the member is of legal age, that the address set forth is a permanent residence, that member is acquiring this membership solely for personal enjoyment and that of member's immediate family and not for resale or profit, and that this membership has not been represented or sold to a member as an investment opportunity, this membership constitutes merely a contractual license to use facilities as may be provided by Country Village. Such facilities are subject to change, and this membership therefore has no application to, does not constitute an interest in, is not secured by, and does not entitle member to any recourse against any real or personal property, nor is member entitled to vote on any aspect relation to the business of Country Village.

**D. PRIVILEGES OF MEMBERSHIP**

Member is entitled to use all recreation facilities maintained for the benefit of Country Village members; including the right of membership with national campground operations in which Country Village is affiliated. Wheresoever located in the accordance with rules and regulations promulgated by Country Village and its affiliated organizations, Country Villages may purchase, lease, operate, affiliate or otherwise make such facilities available. Campground facilities except in primitive areas, shall provide campsites, recreation areas, community building or swimming pools, and hot showers for use of outdoor and recreational facilities, developed in such manners as by Country Village may deem location and nature of facilities shall be subject to change by Country Village and Country Village may add or subtract as it deems desirable, but it shall use its best efforts to

provide equal or better facilities in the event facilities are deleted or replaced. Country Village agrees that the number of valid camping memberships outstanding at any given time shall not exceed ten times the aggregate number of camping sites then available at all Country Village's facilities. However, except for this requirement as to a maximum ratio of memberships, Country Village shall be under no obligation to increase the number of facilities, and the purchase should not rely on any expectation that the personal or actual value of this membership will increase due to the passage of time or the addition of facilities. Members shall be entitled to use the facilities free of charge, subject however, to such rules and regulations as may be established for each facility with regards to: (1) advance reservations or first come, first served space arrangements; (2) length of stay; (3) nominal occupancy charges for indoor lodging; (4) charges for extra or incidental benefits or service, including food services, goods purchased, gasoline and the like; (5) number of guests allowed; (6) length of season for use of facility; and (7) such other matters and restriction on use of any such facility for use by the membership as a whole.

**E. DUES**

During every year in which this membership remains in force. The member shall pay to the order of Country Village, dues in the base amount of \$99.00 per year. Country Village may increase such dues by an amount equal to inflationary and /or reasonable increased costs of operations. Annual dues shall be non-refundable, and shall be applied to park maintenance through the sole discretion of Country Village. Dues shall be paid annually on the 1st of January. Failure to pay within 30 days thereafter shall be grounds for denial of access to Country Village facilities and affiliations. Continued failure to pay beyond 90 days of the due date shall be grounds for termination of this membership.

**F. MEMBERS RESPONSIBILITIES**

In addition to the contractual responsibilities set forth in this document, it shall be the responsibility of a member to use Country Village facilities in a safe and reasonable manner and to obey all the rules and regulations that may from time to time be promulgated in the member directory and in newsletters. Members shall be responsible for the conduct of his/her family and guests, and reckless use of any facilities. The assessments of such damages against member shall be a lien against his membership, and until paid shall be cause to deny member access to the Resort.

**G. EXCHANGE PRIVILEGES**

Participation in any program, such as Camp Coast to Coast/RPI, shall be subject to continuing agreement between Country Village and the exchange sponsor in compliance in compliance by member with requirements of such exchange organization.

**H. TRANSFERABILITY**

Member may not sell, transfer, assign, rent, loan, or otherwise alienate the membership or any of the member's rights there under, temporarily or permanently, except as permitted herein. Temporary transfers may be made any persons with Country Village's prior written consent, which shall not be unreasonable withheld. No permanent transfer (other than one resulting from death), however, is permitted within two years from the date of original purchase (except by management approval).

**I. DEFAULT**

Member will be in default under this contract if he fails to pay any amount owing under this contract when due, if ember becomes insolent, if a petition in bankruptcy is filed by or against member, if member makes an assignment for the benefit of creditors, or if member is named in a suit for the appointment of a receiver.

**J. TERMINATION**

Member understands the Country Village has the right to terminate this membership upon failure to pay any amount owing Country Village hereunder when due, upon default, or upon failure to perform or observe any of the terms and conditions of this contract or any of the terms of membership is subject to termination upon the occurrence of any of the above conditions of terminations specified herein for this membership. Along with all rights and privileges extended to member including affiliated operations, such as Camp Coast To Coast/RPI, upon the sending of written notice of such termination by Country Village to the member by regular mail to his address as it appears on the membership rolls maintained by Country Village, effective the date of default, without recourse to member of Country Village.

**K. MEMBERSHIP**

The membership purchased hereby shall be governed by the terms and conditions set forth in this contract. Member acknowledges that he has read the same, and agrees to abide by the rules and regulations governing the membership.

**L. HOME PARK STAY RULES**

Two weeks free, then pay as full rate while the resort is open based on site availability.

MEMBER \_\_\_\_\_ DATE \_\_\_\_\_

MEMBER \_\_\_\_\_ DATE \_\_\_\_\_