



BELIZE OCEAN CLUB

R E S O R T & S P A

Welcome to the Club

BELIZE OCEAN CLUB RESORT & SPA MEMBERSHIP PROGRAM AGREEMENT

Upon full execution of this Membership Program Agreement (this “**Agreement**”) and payment of the appropriate fees by the undersigned (individually or together, as applicable, referred to herein as “**Member**”), Member acquires a Membership in the Program, as indicated below, and agrees to be bound by the terms and conditions of this Agreement.

- Belize Ocean Club Limited, a Belizean limited company (the “**Program Owner**”) is the owner of, and doing business as, Belize Ocean Club Resort & Spa located in Maya Beach, Stann Creek District, Belize (the “**Resort**”).
- Muy-Ono Management LLC, a Nevis limited liability company (the “**Program Operator**”), as agent for the Program Owner, manages the Resort and the Program (as defined below).
- The Resort offers a variety of amenities including guest rooms and suites, spa and salon, pool and beach facilities, and dining and a retail shop (collectively, the “**Facilities**”).
- Program Operator established the membership program described in this Agreement that offers benefits to participating members including, but not limited to complimentary room nights, preferred room rates through discounts for participating members, their families and their guests, discounts on services and purchases at the Resort, and other specials, promotions and/or discounts offered from time to time at the Resort, pursuant to the terms of this Agreement (collectively, the “**Program**”).

1. TERM OF MEMBERSHIP

1.1 TERM & EXTENSION

The membership is valid for a period of twenty (20) years from the date on which the Authorized Program Representative executes this Agreement (the “**Effective Date**”). At the end of the twenty (20) year period, provided memberships are then still being offered, Member can elect to renew his or her membership for the then-applicable term AT NO ADDITIONAL COST to Member other than the Annual Fees.

1.2 CANCELLATION

There is no minimum period that Member is required to keep his or her membership active. Member may choose to cancel his/her membership at any time. For Member’s resignation to be valid, the request to cancel must be made in writing with Member’s signature and delivered to the program membership office at The Belize Ocean Club Resort & Spa.

1.3 REFUNDS

If a member cancels his or her membership prior to using all of the complimentary room nights included with their Membership and prior to the expiration of those room nights, the member will be entitled to a refund of a portion of their Membership Fee. The refund will be calculated as a percentage of the Membership Fee paid based on the number of unused complimentary nights divided by the total number of complimentary nights included with the Membership less a 30% cancellation fee. Annual Fees are not refundable in any circumstance.

2. COMPLIMENTARY ROOM NIGHT BENEFIT

2.1 WATERFRONT MEMBERSHIP

Members who join on the waterfront side of the Resort will receive either thirty-five (35) or seventy (70) complimentary room nights in a two-bedroom waterfront suite during off-peak periods on a space available basis. Those members joining at the 35 room night level must use their allotment of complimentary nights within five years of the effective date of this agreement. Those members joining at the 70 room night level must use their allotment of complimentary nights within seven years of the effective date of this agreement. Failure to use complimentary nights within the applicable period results in the automatic forfeiture of the unused number of complimentary nights.

2.2 OCEANFRONT MEMBERSHIP

Members who join on the oceanfront side of the Resort will receive either thirty-five (35) or seventy (70) complimentary room nights in a two-bedroom oceanfront suite during off-peak periods on a space available basis. Those members joining at the 35 room night level must use their allotment of complimentary nights within five years of the effective date of this agreement. Those members joining at the 70 room night level must use their allotment of complimentary nights within seven years of the effective date of this agreement. Failure to use complimentary nights within the applicable period results in the automatic forfeiture of the unused number of complimentary nights.

2.3 PERIODS OF AVAILABILITY

Complimentary nights may be used during off-peak periods on a space available basis. Off-peak is defined as mid-April to mid-December each year (specifically the Thursday after Easter to the Thursday before Christmas). Complimentary room nights may be used to book up to three suites at a time and are transferrable to other parties. Reservations may be made up to one year in advance and are subject to same restrictions as discounted reservations outlined in Section 4.

2.4 PEAK & HOLIDAY PERIOD USAGE

Members may use their allotment of complimentary room nights in the appropriate room category during peak and holiday periods on a space available basis by paying an additional fee of \$150 USD per suite per night for peak period reservations and \$350 USD per suite per night for reservations during the Christmas, New Year's and Easter holiday periods. Exact holiday period dates will be set annually by the Program Operator based on the calendar. Peak is defined as the period from the first day following the New Year's holiday to the last day before the Easter holiday each year. Both of these fees are subject to hotel tax and service charges and must be paid at the time of booking. Complimentary room nights may be used to book up to three suites at a time and are transferrable to other parties. Reservations may be made up to one year in advance and are subject to same restrictions as discounted reservations outlined in Section 4.

2.5 PARTNER PROPERTY COMPLIMENTARY NIGHTS

Members may also use their complimentary room nights to book a two-bedroom suite at Hopkins Bay Resort (www.hopkinsbaybelize.com) on a space available basis. Oceanfront members will be able to reserve an beachfront suite and waterfront members will be able to book an sea view suite at Hopkins Bay Resort. The periods of availability and peak period per night fees are identical to the terms applicable to Belize Ocean Club Resort & Spa. The discount on resort spending outlined in Section 3.3 will be extended to similar spending at Hopkins Bay. Periods of availability and peak and holiday period usage is subject to the same limitations outlined in Sections 2.3 and 2.4.

2.6 RESORT SPENDING DISCOUNT TRANSFERABILITY

Complimentary nights at either property are transferable to other parties and may be used by non-members on an unaccompanied basis. If an unaccompanied guest is using a member's allotment of complimentary nights, then the discount on resort spending will extended to the member's

unaccompanied guests during their complimentary stay. Resort spending discounts are not transferrable to unaccompanied guests in any other circumstance.

2. BENEFITS OF CLUB MEMBERSHIP

In addition to the complimentary room nights that a member will receive by joining the program, as set out in section 2, members will also receive the following benefits:

3.1 BELIZE OCEAN CLUB ROOM DISCOUNTS

Based upon availability at the time of booking, Member, his/her spouse (for convenience, “spouse” as used in this Agreement means both “spouse” and “partner by civil union”) and any unmarried children who are twenty-two years of age or younger, living at home or attending school on a full-time basis (referred to herein as “Qualified Children”), may enjoy a stay at the Resort, in any two-bedroom category including penthouse suites for **30% off of the Resort’s best available rate** (the “BAR”) as advertised on the Resort’s website on specific dates for such room category. (During the holiday periods each year the discount shall be 10% off of the BAR in any two-bedroom category, including penthouse suites.) Program Operator reserves the right to limit the number of stays and/or the length of any one stay for which Member may take advantage of these room discounts. Member may be subject to “minimum night stay” requirements during various times of the year. Member acknowledges that Membership does not constitute guaranteed room availability at the Resort.

3.2 PARTNER PROPERTY ROOM DISCOUNTS

Based upon availability at the time of booking, Member, his/her spouse and any Qualified Children, may enjoy a stay at one of several partner properties managed by the Program Operator for **20% off of the best available rate** (the “BAR”) for any room category on specific dates as advertised on the website of each participating property. The discount on rooms at partner properties is not available during the holiday periods. Member may be subject to “minimum night stay” requirements during various times of the year. Member acknowledges that Membership does not constitute guaranteed room availability at partner properties.

As of the Effective Date, these properties include Hopkins Bay Resort (www.hopkinsbaybelize.com), Thatch Caye Resort (www.thatchcayebelize.com), Royal Belize (www.royalbelize.com), and Ranguana Caye (www.ranguanacaye.com). This property portfolio may be expanded or altered at any time by the Program Operator.

3.3 FOOD AND BEVERAGE, SPA, TOURS, AND RETAIL PURCHASE DISCOUNTS

Member, his/her spouse, any Qualified Children, and accompanied guests may enjoy a 20% discount on restaurant and bar purchases at the Resort including room service and mini bar; spa and salon services at the Resort; tours and excursions booked through the Resort tour desk; and items purchased at the Belize Ocean Club Gift Shop (or such other shops as designated from time to time by Program Operator) (collectively, the “Services and Purchases Discounts”). In order for the discount to apply to these transactions, items must be charged to the Member’s room or account at the Resort.

3.4 DISCOUNTS ON PARTNER TOURS AND EXCURSIONS

Members, his/her spouse, any Qualified Children, and accompanied guests will receive a discount of 20% off of list prices for Blue Horizon fishing charters (www.bluehorizonbelize.com), Belize Underwater SCUBA excursions (www.belizeunderwater.com), and the Ranguana Private Island Experience (www.ranguanacaye.com). This portfolio of tours and excursions may be expanded or altered at any time by the Program Operator.

3.5 BENEFITS FOR MEMBER’S FRIENDS & REFERRAL CREDITS

Members may extend special benefits to their unaccompanied guests and build resort credit by giving guests a special promo code that gives non-members a discount of **10% off of the best available rate** (the “BAR”) for any room category on specific dates as advertised on the website of the Belize Ocean

Club. When this code is used, an additional 10% of the room rate will be credited to the member's account at Belize Ocean Club for the Member to use as a resort credit during his or her next stay. These credits may not be used to pay the Annual Fee. The friend's discount on rooms is not available during the holiday periods each year. Member's unaccompanied guests may be subject to "minimum night stay" requirements during various times of the year.

Members may also be offered additional resort credits from time to time by the Program Operator for referring friends and family to the join the Membership Program.

3.6 OTHER MEMBER BENEFITS

The Program Operator may extend other benefits to Members from time to time including:

- Special promotions and peak season specials sent via periodic email
- Periodic discounts and special rates at partner properties
- Exclusive "Members Only" events
- Elite excursions from the Resort
- Quarterly Membership newsletter
- VIP concierge trip planning service including flights and logistics
- Special amenity during all stays at any participating property

4. RESERVATION RULES AND PROCEDURES

4.1 ROOM REQUESTS & RESERVATIONS

Member may request rooms at the Resort up to one year in advance. Member may book a maximum of three (3) suites during any one stay at a discount of 30% off BAR pursuant to Section 3.1. Additional rooms may be booked during the same stay at a discount of 10% off BAR (with additional resort credits pursuant to Section 3.5).

The discount is not applicable to already confirmed (deposit made) reservations in which the stay begins less than 30 days from date of application for membership in the Program. Discounts are applicable on already confirmed reservations in which the stay begins more than 30 days from date of application for membership in the Program provided that the reservations were booked directly through the Resort and not through an agent.

4.2 HOLIDAYS

Program Operator reserves the absolute right to define each year and change what constitutes a holiday period.

4.3 RESERVATIONS RULES AND PROCEDURES

All reservations will be subject to the Resort's Reservation Rules and Procedures in effect at the time a Member makes his or her reservation. The Resort's Reservation Rules and Procedures are subject to change from time to time at the discretion of Program Operator. The following are examples of Reservation Rules and Procedures that may apply but are subject to change:

Maximum Occupancy – The maximum number of adults allowed per suite is four. Children 13 years of age and under may stay with parents in the same suite and using existing bed space. Maximum occupancy with children is five persons.

Service Charge - All stays, including discounted and complimentary nights, are subject to a service charge of five percent (5%) of the room rate. For complimentary nights the service charge will be applied based on a per night portion of the membership fee (Membership fee paid divided by the number of complimentary room nights included in the membership.) Service charges will be collected at check-out.

Hotel Taxes – All stays, including discounted and complimentary nights, are subject to Belize accommodation taxes, currently nine percent (9%) of room rate. For complimentary nights, taxes will be computed based on a per night portion of the membership fee (Membership fee paid divided by the number of complimentary room nights included in the membership.) All taxes will be collected at check-out.

Cancellations – Any cancellation of complimentary room nights made over 30 days prior to arrival will be fully credited back into member's account. Reservations for complimentary nights that are cancelled with less than a 30-day advance notice will result in the forfeiture of the total number of complimentary nights used in the reservation. When making reservations for discounted room nights, a 50% deposit is required within seven (7) days of booking or the reservation will be cancelled automatically. The Resort will retain the deposit if cancellation or revisions are received with less than the required number of days of advance notice before the scheduled arrival date. **Deposit and cancellation requirements vary. Member should confirm at time of booking.** All Resort room reservation policies will apply to Member.

4.4 CHARGES

All expenses and charges incurred by Member, his/her spouse and/or children, and Member's guest(s) during their stay at the Resort (the "Charges") are due and payable at the time of check out.

5. NON-GUEST MEMBER USE OF DISCOUNTS

Member may take advantage of the Resort Services and Purchases Discounts regardless of whether the Member is occupying a room at the Resort. Member may be asked for a picture ID for identification purposes when not a guest at the Resort. All discounted charges incurred by a non-guest Member using the Resort Services and Purchases Discounts shall be paid for at the time of purchase.

6. JOINT MEMBERSHIP

A married couple or partners in a civil union may acquire a joint membership at no additional cost provided that both spouses execute this Agreement. Each spouse will be jointly and severally liable for all fees, Charges, Billed Charges and other liabilities associated with the joint membership. In the event of the legal dissolution of the marriage or civil union of Member and his/her spouse, the membership, including all of its rights, benefits and obligations, will vest in the spouse who is awarded the membership under a divorce decree or other agreement of the spouses. Until the membership is finally awarded to one of the spouses, both spouses will remain jointly and severally liable for all fees, Charges, Billed Charges and other liabilities under this Agreement and both spouses may continue to use the membership provided the member, his/her spouse and the membership are in good standing with the Resort and are complying with the terms and conditions of this Agreement.

7. MEMBERSHIP & ANNUAL FEES

7.1 MEMBERSHIP FEE

Member agrees to pay a one-time membership fee in the amount indicated in this document payable upon joining the Program as evidenced by the execution and delivery to Member of this Agreement by the Authorized Program Representative (the "Membership Fee").

7.2 ANNUAL FEES

Member agrees to pay annual fees on or before January 1 of each and every calendar year during the term of Member's membership in the Program (the "Annual Fees"), provided that the initial Annual Fee shall be payable on the Effective Date and shall be prorated based on the number of months or partial months remaining in the calendar year as of the Effective Date. If Member cancels his or her membership, he or she will not be entitled to a refund of any Annual Fees. Annual Fees are fixed for the first five full calendar years following a Member's effective date. Following this fixed period, Annual Fees will not increase by more than 10% per year from the effective date of membership.

8. RESTRICTIONS ON MEMBERSHIPS

8.1 NO PARTNERSHIP, JOINT VENTURE OR INTEREST

It is expressly understood that Member does not, in any way or for any purpose, become a partner of Program Operator, Program Owner or the Resort in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with Program Operator or Program Owner, or acquire any interest in the Resort or the Facilities. Member may not represent themselves as agents or commit the Resort, the Program Operator, or the Program Owner in any way or in any capacity.

8.2 TRANSFER OF MEMBERSHIPS

Memberships are not transferable. Notwithstanding the foregoing, in the event of Member's death, Member's membership shall transfer to the surviving spouse, if any, upon written request from the surviving spouse. To be effective, the written request must contain the surviving spouse's agreement to comply with the terms and conditions of this Agreement, including but not limited to the payment of Annual Fees.

9. DEFAULT, DISPUTES AND LIMITATIONS

9.1 MEMBERSHIP STATUS

If resort charges are not paid when and as required, and/or if Member fails to pay the Annual Fees and any other costs and expenses Member is responsible for under this Agreement when due, then all benefits, rights and privileges associated with Member's membership will be suspended until all sums are paid in full, including interest and costs, as applicable. Program Operator reserves the right to cancel Member's membership if Member's Annual Fees, the Charges, Billed Charges or any other costs and expenses Member is responsible for under this Agreement remain unpaid for thirty (30) days after their due date or if Member's failure to pay Annual Fees or other costs and expenses Member is responsible for under this Agreement when due is a repeated occurrence.

9.2 DISPUTES

Member, Program Operator and Program Owner desire to resolve any dispute between them as quickly, inexpensively, and efficiently as possible. Consequently, the parties agree to the following sequence of procedures to resolve such disputes:

A. Negotiation. When either party feels a dispute has arisen, that party shall notify the other party in writing of the nature and details of the dispute. Within days, a meeting shall be held between the parties to begin a good faith attempt to negotiate a resolution. During this procedure the parties will communicate directly with each other.

B. Arbitration. If the dispute is not resolved by good faith negotiations, the parties agree to submit the matter to binding arbitration. This means the power to decide the outcome of the dispute will be assigned to the arbitrator, and the parties agree to accept the decision of the arbitrator as final. In making this agreement, the parties are waiving all rights to appeal the decision of the arbitrator to a court of law, and waive their rights to file a lawsuit relating to any dispute between them that arises from this Agreement. This means if they cannot agree how to settle a dispute, the final decision will be made by an arbitrator and not by a judge or a jury. The parties are not waiving their right to employ legal counsel at their own expense to assist them in any phase of the process. This Dispute Resolution agreement is an essential element and part of this agreement. Belize law shall apply to the arbitration proceeding. Any arbitration under this section shall be conducted in Belize City, Belize.

9.3 LIMITATION ON DAMAGES AND ACTIONS

A) Each party agrees that the Program Owner, its affiliates, employees, representatives, members, owners, agents and subcontractors, and each of their respective members, principals, representatives or

employees, representatives, agents and other personnel (hereinafter “other party”) shall not be liable for any actions, damages, claims, liabilities, costs, expenses, or losses (hereinafter “losses”) in any way arising out of or relating to this Agreement in an amount in excess of the total Membership Fee actually paid by Member, and such limit shall be offset by any amount previously refunded by the Program Owner.

B) Each party agrees that in no event shall the other party be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs).

C) The provisions of this Section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.

D) Notwithstanding the foregoing, Member hereby acknowledges that the Program Operator shall have no liability under this Agreement.

10. MEMBER INFORMATION AND NOTICES

Member shall be responsible for notifying the Program membership office of any changes in contact or relevant personal information for Member, including mailing address, phone number, email addresses and the addition of any new family members whether by birth or blended family through marriage. All notices, invoices and social correspondence relating to membership in the Program shall be sent to the Member’s address on file in the Program membership office. Member shall be deemed to have received such mailings ten (10) days after they have been mailed to the address on file in the Program membership office. Member may take changes by calling the membership office directly or emailing any changes to the membership office and changing any information necessary under Member’s profile.

11. GENERAL PROVISIONS

11.1 MODIFICATION

Program Operator reserves the right, in its sole and absolute discretion (i) to make changes to this Agreement relating to discounts, partner properties, partner operators, the periods of availability or in the use of the Resort without advance written notice, (ii) to sell, lease or otherwise dispose of the Resort without advance written notice, and/or (iii) to terminate the Program or this Agreement upon forty-five (45) days written notice.

In the event that the Resort or Program Operator terminates the Program or this Agreement prior to the Member having utilized all of the complimentary nights allocated to them when they joined the Program, the Member will be entitled to a refund of a portion of the Membership Fee. The refund will be calculated as a percentage of the Membership Fee paid based on the number of unused and unexpired complimentary nights divided by the total number of complimentary nights included with the Membership.

11.2 FORCE MAJEURE

Except for the payment of monetary obligations set forth in Section 7 of this Agreement, neither party shall be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate of the other party (including, without limitation, entities or individuals under its control, or their respective officers, directors, members, employees or other personnel and agents), acts or omissions or the failure to cooperate by any third party, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

11.3 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and there are no understandings or agreements other than those incorporated in this Agreement. No representations, understandings or agreements, either written or oral, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

11.4 BINDING AGREEMENT

All of the provisions, terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.

11.5 WAIVERS

Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege (“**Right**”) under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any Right preclude any other or further exercise of the same or any Right, nor shall any waiver of any Right with respect to any occurrence be construed as a waiver of such Right with respect to any other occurrence.

11.6 SEVERABILITY OF PROVISIONS

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11.7 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the country of Belize.

11.8 HEADINGS

The headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement.

11.9 EXECUTION IN COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties hereto as the signatories.

11.10 ELECTRONIC SIGNATURE

The receipt of the signature of a party or a duly authorized representative of a party transmitted via email shall be satisfactory to bind such party to the provisions of this Agreement. If a signature is transmitted via email, the Member so transmitting shall deliver its original signature page as soon as reasonably possible to the membership office at the Belize Ocean Club Resort & Spa and the Program Operator shall deliver its original signature page as soon as reasonably possible to the Member at the address listed on the Member’s application.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties, intending to be legally bound, execute this Agreement on the date referenced below.

Member's Full Name	Spouse's Full Name
Member's Signature	Spouse's Signature
Date	Date

APPROVED AND ACCEPTED BY:

Belize Ocean Club Limited,
a Belizean limited company
dba Belize Ocean Club Resort & Spa

By Muy-Ono Management LLC
 a Nevis limited liability company
 Program Operator

By _____

Name _____

Its Authorized Program Representative

Effective Date _____

**BELIZE OCEAN CLUB RESORT & SPA
MEMBERSHIP AUTHORIZATION FORM**

MEMBERSHIP TYPE (Circle One): WATERFRONT OCEANFRONT

NUMBER of COMPLIMENTARY NIGHTS (Circle One): 35 70

ONE-TIME MEMBERSHIP FEE: _____

PRORATED ANNUAL FEE (\$399 per year): *Waived until January 1, 2017*

Member's Signature

Date

Spouse's Signature

Date

APPROVED AND ACCEPTED:

Belize Ocean Club Limited,
a Belizean limited company
dba Belize Ocean Club Resort & Spa

By Muy-Ono Management LLC
 a Nevis limited liability company
 Program Operator

By _____
 Name _____
 Its Authorized Program Representative

Effective Date _____

PERSONAL INFORMATION			
Member's Full Name		Email Address	
Birth Date		Mobile Phone #	
Spouse's Full Name		Email Address	
Birth Date		Mobile Phone #	
Residence Address			
Street	City	State	Zip Code
Billing Address			
Street	City	State	Zip Code
Home Phone #			
Unmarried Children 22 years old or younger:			
Name	Gender	Birth Date	

Are you currently holding a reservation at The Belize Ocean Club? Yes No Conf. #:

Please check here if you were referred by current Member Member Name: _____