

## MEMBERSHIP AND LICENSE AGREEMENT: RESORT USE LICENSE

**THIS AGREEMENT**, (the "Agreement") is entered between Vero Beach Golf Club and Resort Management LLC ("Licensor") and the individual named below ("Licensee").

**Resort Use License.** Licensor hereby conveys and grants to Licensee a "Resort Use License" for and in the Licensor's golf club/course, in accordance with the terms and conditions contained herein.

For and in consideration of the **Resort Use License**, Licensee shall pay Licensor, **\$1,900.00** (the "Payment"). Licensee agrees and acknowledges that the Payment shall be used at Licensor's sole and subjective discretion.

### TERMS AND CONDITIONS

#### Term.

**Rules.** The Licensee shall use the Resort Use License, and Licensor's golf course and related facilities, in accordance with this Agreement and with the rules and regulations adopted by Licensor from time to time. Licensee agrees to adhere to and abide by all such rules and regulations, as may be adopted or amended from time to time.

**Benefits.** Benefits for the Licensee to include discounts in the restaurant and offered preferred reservations for restaurant events when applicable and or available, for the duration of this business existence. The Licensee holder/participant cannot be changed. No other benefits shall be offered, or implied.

**Acknowledgement of Ongoing Venture and Terms.** The Licensee acknowledges and agrees that: Licensor is still in the process of negotiating and purchasing the golf course, land, and related facilities; Licensor may use the Payment (or a portion) for the expenses and costs of the project and/or related to the purchase; and that the Licensee may not use the Resort Use License until the purchase is complete and the Licensor fully operational which may not be for several months hereafter.

Further, Licensee acknowledges and agrees that Licensor's objective is to raise **\$1,500,000.00 by July 31, 2019,** through the conveyance of licenses and similar activities. Licensee agrees that if and when Licensor raises said amount that Licensor will pay Vero Beach Golf Club and Resort, LLC, for the rental use of the property for the continued use of a golf course and restaurant.

It is agreed that if Licensor does not raise said amount by such date, Licensor shall return the Payment less 2.5%, to the Licensee, no later than August 31, 2019.

**Acknowledgement.** Licensee acknowledges and agrees that the Payment is for a use license for a golf course and related facilities only, and in no way constitutes an investment, ownership, partnership, shareholder or corporate membership, either implied or otherwise in or related to Licensor, the golf course or any related facilities and/or entities.

**Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto. However, Licensor may freely assign and transfer the license(s) conveyed hereunder, without notice to or consent by Licensee, if Licensor changes its corporate structure, is reorganized, and/or is sold or merged. In such instance this Agreement and the license shall be transferred to and assumed by Licensor's successor entity.

**Representation and Warranties.** The Licensee acknowledges and agrees that Licensor has made no representation or warranties, whatsoever, including but not limited to, this Agreement, the outcome or successes of the ongoing venture, the use of the Payment or the refunding of the Payment, or when the purchase or project may be completed and/or the Licensee may be able to use the golf course, related facilities or Resort Use License.

**Indemnification.** The parties hereby agree to indemnify and hold each other harmless from any claims, whatsoever, arising out of or related to the Resort Use License, the golf course and/or this Agreement. Said indemnification shall include indemnity from any reasonable costs or fees which the parties may respectively incur in defending such claims. Indemnity obligations under this paragraph will survive the termination of this Agreement.

**Waiver.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision.

**Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the Payment and Resort Use License and it supersedes all prior agreements, representations, and understandings of the parties to this regard. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

**X**

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RESORT USE LICENSE**

**Sale of Golf Course or Death of Both Corporate**

**Owners:** Be it known that it is the intention of the corporate owners, at this time and in the future, should the three nine hole golf courses (known as the Red, White and Blue), be offered for sale, the first right of refusal, shall be given to the five (5) associations jointly (Vista Royale, Vista Gardens, Vista Villa, Grand Royale and Forest Park) at no charge, other than closing cost, for this said transaction. Also be it known, should both owners of the corporation both pass away the same first right of refusal as stated above shall be offered to the associations jointly, the period of this first right of refusal shall be for a term of six (6) months, from the date of notification of sale or death. No other benefits, conditions, or offers shall be implied.

**Governing Law.** This Agreement shall be governed by laws of the State of Florida.

**Payment.** Payment must be made in full by March 31, 2019, but it is understood that some participants may need to make four equal payments, which must be paid in full no later than June 30, 2019, it's understood this disclaimer must be signed by March 31, 2019. **It is also understood that any participant that has not paid in full by June 30, 2019, will be considered a non-licensee, without any benefits.** It is also understood that the licensor may at their discretion in the future, offer a resort use license, if they deemed it necessary, but at a substantially higher amount.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the day and year first above written.

**LICENSEE:**

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

X Name: \_\_\_\_\_ DATE: \_\_\_\_\_

**VERO BEACH GOLF AND RESORT MANAGEMENT LLC**

By: 

AS: Dennis Sampson DATE: \_\_\_\_\_

\_\_ Resort Use License Amount \$ \_\_\_\_\_ Int. \_\_\_\_\_

\_\_ Non - License Amount \$ \_\_\_\_\_ Int. \_\_\_\_\_

X

X

X Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

Country \_\_\_\_\_ Zip Code \_\_\_\_\_

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

X

Vero Beach Community, Building # and Unit #

\_\_\_\_\_

Remit with Payment to:

Vero Beach Golf and Resort Management, LLC  
C/O Dennis Sampson  
26 Pine Arbor Lane, 102  
Vero Beach, FL 32962

Initials (licensee): \_\_\_\_\_