

Conditions of Membership & By-Laws



Please read these provisions carefully and be sure to sign the acceptance and acknowledgement located on the back cover. Your signed acknowledgement must accompany your application.

Conditions of Membership and By-Laws

--- Conditions of Membership ---

I understand that if accepted, the billing for my annual dues will commence on the first day of the month following this date of acceptance and that the dues are billed monthly in arrears.

In consideration of my acceptance as a Member and my use of the Club facilities, I agree that I am responsible for dues on a monthly basis and that my membership will automatically be renewed annually upon the first day of the Club Season, (December 1st), unless I inform the Director of Member Services in writing (see below for address and fax number) no later than the last day of the Club Season (November 30th) that I do not wish to renew my membership. I understand that should I decide to resign my membership at any time during a membership year, I am fully responsible for, and will pay to the Club, the remaining dues owed for that membership year. I also understand and agree that should I decide to resign during my first year of membership and prior to my one year anniversary date, I will be fully responsible for and will pay to the Club all dues and any waived entrance fees owed up to my first anniversary date. In the case of a three- and/or five-year membership contract, resigning prior to the term date will result in my being totally liable for the waived entrance fee and the remaining dues for that period. I am also responsible for any yearly minimum and any additional fees the Board deems necessary (i.e.: Shared Commitment Fee).

All resignations, billing inquiries, and membership concerns must be made in writing and must be sent by Registered Mail or documented facsimile to the Club at the following address:

Otsego Club & Resort
Attn: Director of Member Services
P.O. Box 556
Gaylord, MI 49735
Fax: 989.732.0497

CREDIT APPROVAL - A CONDITION OF MEMBERSHIP

I understand my credit application must accompany my invitation to membership and that credit approval and acceptance of current club billing procedures are a pre-requisite to being approved for membership.

PAYMENT OF MEMBER CHARGES & FAMILY CHARGE PRIVILEGES

MEMBER ACCOUNT PRIVILEGES:

I understand that charges on my Member Account will be secured by my choice of credit card, through the Otsego Club's Private Membership Account. Any overdue indebtedness is subject to the Rules and Guidelines of Otsego Club, posting of the Member's name and outstanding amount in the Otsego Lodge's Main Lobby and in BINDINGS newsletter, and a loss of membership privileges (such as charge privileges & skiing). All past dues balances will be charged a 1.8% interest rate and delinquent accounts may be sent to collections and/or reported to a credit bureau.

FAMILY CHARGE PRIVILEGES:

I understand that all family members listed under my membership will be granted charge privileges. It will be my responsibility to control my children's charging activities. I agree to accept full responsibility for all charges made by my family. I also agree it is my family's responsibility to sign each chit legibly, print our name, and include our Club Account Number. (A per chit research fee of \$3.00 per chit will be charged for all correctly billed chits.) It is essential that all family members retain a copy of their chits to lessen this very time consuming burden.

NO ASSESSMENTS:

I understand that as a matter of contract with the Club, my membership is non-assessable and that I am assuming no liabilities whatsoever in conjunction with my membership other than the use of the Club. Such membership dues do not confer upon me any ownership of the Club property or assets.

AGREEMENT REGARDING RISK OF SKIING

I understand that skiing will expose me and members of my family to above normal risks. These risks include loss of control, collisions with other skiers on the hill, obstacles on the hill, variations in terrain and snow conditions, ice, bare spots, rocks, trees, lift towers, speed and the variety of ski lifts, snow making and grooming equipment.

I understand that only skiers with skis equipped with breaking devices and snowboard skiers are permitted on the ski slopes and that the use of sliding devices such as cafeteria trays, inflated tubes, etc., are strictly prohibited and have been known to cause death at other ski areas.

I represent that neither I, nor any skiing member of my family, have health problems that will interfere with skiing. I agree that I am responsible for my own safety and that of my family. I agree to assume and accept on behalf of myself and family all the dangers which are associated with skiing and will conduct my skiing in accordance with the Ski Area Safety Act of Michigan, MCL408.341,408.342. R 408.97. Skier, spectator and public conduct in ski areas.

- (A) A person unloading from a ski lift shall move immediately out of the unloading area.
- (B) A person shall not willfully board or embark upon, or disembark from, ski lift, except at an area designated this purpose.
- (C) A person shall conduct himself or herself within the limits of his or her individual ability and shall not act or ski in a manner that may contribute to his or her injury or that of any other person.
- (D) A person shall not do any act which interferes with the running or operation of a ski lift, such as, but not limited to: swinging or bouncing on an aerial lift, attempting to contact supporting towers, machinery, guides, or guards while riding on a ski lift; or skiing out of the designated ski tract on a surface lift or tow.
- (E) A person shall not ski in an area that is designated as closed, nor shall a person remove any sign used to designate a closed area.
- (F) A person involved in an accident causing injury to him or herself or others shall immediately notify the ski patrol, the ski area operator, or the area manager and shall clearly identify himself or herself.
- (G) A skier shall maintain control of his or her speed and course at all times and shall stay clear of any snow grooming equipment, any vehicle, any lift tower, any other persons, or any other equipment at a ski area.

CONDITIONS OF MEMBERSHIP AND BY-LAWS

I agree that Otsego Ski Club - Hidden Valley, Inc., their employees or agents, will not be liable if I, or any member of my family, suffer personal injury or death, except if caused by their gross negligence or willful or wanton misconduct.

I agree that if Otsego Ski Club - Hidden Valley, Inc., its employees or agents, are sued by anyone else because of claimed conduct of myself or any member of my family, I will indemnify Otsego Ski Club - Hidden Valley, Inc., for all damages and costs.

By signing this application, I confirm that I have read and understand the above, and will ensure that the members of my family/group will abide by the above agreement and skiers' responsibility code.

Act 199 of Public Acts of 1962

Section 20

ANY PERSON, WHO VIOLATES ANY PROVISION OF THIS ACT, OR RULE, IS GUILTY OF A MISDEMEANOR.

MEMBERSHIP APPLICATION

Membership is contingent upon approval by the Membership Committee of the Otsego Club. This approval shall be within the committee's sole and absolute discretion. Applicants who comply with the requirements hereof shall be notified by the Otsego Club of the action taken by the Membership Committee on their Application. If the Application is not approved, the membership initiation fee accompanying the Application will be refunded in full, without interest thereon. Should such a membership be unavailable, the membership contribution accompanying the Application will be refunded without interest thereon, and the Application held on file for notification at such time when membership is available.

I understand that this Membership Application is irrevocable after delivery to the Club unless I am not approved for membership, and that a membership card will not be issued until I have been approved for membership.

--- By-Laws ---

MEMBERSHIP CLASS DEFINITIONS

GOLD MEMBERSHIP: Gold members have unlimited year round full access to all club facilities, including; Downhill and Cross Country Ski Facilities, and Golf Courses.

SILVER MEMBERSHIP: Silver members have unlimited year round full access to all club facilities, including; Downhill and Cross Country Ski Facilities, and Golf Courses.

ALPINE TRADITIONAL MEMBERSHIP:

FULL ACCESS: Full Access members have unlimited seasonal access to Downhill and Cross Country Ski Facilities.

PAY AS YOU GO: Pay-as-you-go members have seasonal access to Downhill and Cross Country Ski Facilities, by purchasing a lift ticket each visit.

BRONZE MEMBERSHIP: Bronze members have seasonal access to Otsego Club & Resort Golf Facilities.

CONDITIONS OF MEMBERSHIP AND BY-LAWS

MEMBERSHIP TYPE BY DEFINITION

FAMILY : Includes the following types of family situations:

- > Single Parent and Child (Limited to 4 Children) ^{1,2}
- > Husband, Wife and Child (Limited to 4 Children) ^{1,2}

Children are covered under the Family membership while still living with the parent, and up to the age of 23, or attending college - including graduate or professional schools, and up to the age 24, (proof of college registration required).

Family Membership dues include complimentary skiing and complimentary greens fees for the parent(s), and up to four children.

Single Parent Family memberships will be strictly scrutinized. They are intended to be used by those members who are no longer living with their spouse, through divorce or death.

Members who attempt to add non-qualifying children to their membership, (i.e. nannies, babysitters, cousins, grand children, close friends of their children, etc.), without written approval from the Executive Committee will automatically be removed from the membership.

1. Any additional children if they wish to ski must purchase a season lift pass. Only if they purchase a season lift pass, will they be issued a photo ID card.
2. Single Parent Families will receive a 25% discount off the normal family dues & entrance fees.

INDIVIDUAL - Only applies to “single,” non-married, individuals ages 28 years and older without children, (approx. 50% Family Dues Rate).

EMPTY NEST - Would only apply to members who have been Otsego members for at least 10 years, and who have children. Since family membership allows free privileges for children up to 24 years (with proof of college registration), members selecting the “Empty Nest” membership category inherently accept that their children under the age of 24 years will no longer have membership privileges; “Empty Nest” membership children may purchase lift tickets under their parent’s membership up to the age of 21 years old at the full-price guest lift ticket rate.

INTERMEDIATE - Single, Couples and Family types between the ages of 18 through 27 years.

COUPLES - Couples ages 28 years plus - same restrictions as in the Empty Nest with the exception of the 10 year membership requirement. (Couples may transfer to Empty Nest after 10 years.)

SENIOR - Limited availability (maximum - 10% of Club Membership); available to members 65 years and older who have been members of the club for 25 consecutive years. Seniors must apply for such status, in writing, to the Executive Committee c/o the Club’s Director of Member Services. A seniority waiting list - based on date of receipt of written request - will be kept by the Director of Member Services, and as openings occur in the Senior division, appointments will be made from the waitlist provided that the Senior member has sponsored a new member to the club.

CONDITIONS OF MEMBERSHIP AND BY-LAWS

ENTRANCE FEES AND DUES

Entrance Fees and Dues levels will be set annually by the Owner and the Club Management. Notification to members will be no later than October 1st of each year, and all changes will be effective December 1st of that year and will be reflected on your December statement.

WAIVER OF ENTRANCE FEES

LEGACY MEMBER APPLICANTS - Legacy includes Members' children, grand-children, siblings, parents, grandparents, nephews, nieces, aunts and uncles. Legacy member applicants must agree to a three year membership contract in order to have the entrance fee waived.

NEW MEMBERS - A new Member who agrees to a three-year membership contract will receive a 50% discount on the entrance fee, the remaining 50% balance will be payable in equal payments over three years. A new Member who agrees to a five-year membership contract will have 100% of the entrance fee waived.

TERM OF MEMBERSHIP - ENTRANCE FEE WAIVER VOIDED

Memberships are annual, and each Member acknowledges that he/she will be responsible for all dues for a minimum of one year. In the case of a three- and/or five-year membership contract, resigning prior to the term date will void the entrance fee waiver and it will become due along with the remaining balance of the dues for the entire period.

Resignations will not be effective until the end of the club year (Nov. 30th). A Member's payment of monthly dues on the beginning of the club year (Dec. 1st) automatically renews his/her membership, and Member inherently accepts responsibility for all dues for one more complete year.

ESCROW

Gold and Silver Members who have been a Member for a minimum of one year (unless they unconditionally waived that right by signing a three- or five-year membership contract for the purpose of having their entrance fee waived/discounted) are eligible for escrow. Members who have signed a three- or five-year contract are excluded from escrow for the length of the contract. Members due to temporary business transfers or other similar circumstances may elect to place their membership in "escrow" for a minimum of one year.

Any Gold and Silver member wishing to transfer to Escrow Status after the end of the regular membership ski season, will be responsible for fees equal to the difference in Silver or Gold dues paid to date and the seasonal amount of Alpine Membership dues, plus a \$350 transfer fee and the \$150 escrow fee. Any request for "escrow" status must be placed in writing and sent c/o Director of Member Services office. In order to have "escrow" status approved, all dues must be current, and the yearly escrow fee must be paid in advance. Once in "escrow" no member of the family may utilize the club facilities - even as a guest. "Escrow" Members, who decide to reactivate their membership within the first year, will be billed all past dues. Escrow fees are \$150.00 per year and will be billed on the date of escrow each season unless otherwise noted. A member may come out of escrow on their original anniversary date of escrow only. This is not a way of circumvented dues payment.

CONDITIONS OF MEMBERSHIP AND BY-LAWS

POLICY ON DIVORCE

No discrimination will be made as to the divorcing Member and/or spouse. Both may transfer the membership to whatever type applies to his/her post-divorce situation, provided the original membership has been kept current during the divorce. No entrance fee will be charged to either party.

Such situations require a written request sent c/o Director of Member Services office.

CONVERSION OF MEMBERSHIP TYPE

It is the duty of each Member to update and inform the Club, in writing, of any changes in member status (i.e. Individual Member marries). In such cases where the Club was unaware of such changes, the Club will bill the Member the correct dues retroactive to the date of the event change, not just retroactive to the date the Club was made aware of the change.

Any Gold or Silver Member wishing to convert their membership to an Alpine membership after the end of the Regular Membership Ski Season will be responsible for the difference in their dues paid and Regular Alpine Membership dues, plus a \$350 transfer fee.

EXCHANGE STUDENTS

Member families who host exchange students may add them to the membership for a maximum of one year upon payment of the current exchange student "add on" amount. The Member family agrees to honor all chits charged by the student, will provide a "medical" release form from the student's family, will add the student to the family members listed on the "Acceptance of Responsibility" agreement, and will provide proof of the exchange student status.

MEMBERS MAY NOT CHARGE TO OTHER MEMBER ACCOUNTS

No Member may authorize a charge to another Member's account. This applies to all special events reservations. The Member making the group reservation is 100% responsible for the other Member's in his group, including cancellation and "no show" violations.

DISCIPLINE OF MEMBERS:

Any fighting, destruction of club property, theft, or endangerment of the safety of the Members or the staff can result in the Member (regardless of age) and/or the Member family being suspended or removed from membership permanently.

All cases will be decided by the Club Management and reviewed by the Member Executive Committee in cases of appeal. All appeals must be in writing, and will not be reviewed until the next quarterly meeting of the Executive Committee.

All privileges remain revoked until final resolution.

RESIGNATIONS

Resignations must be sent registered mail directly to the Director of Member Services c/o the club, (facsimile accepted if sent to 989-732-0497 - please keep proof of transmission.) Resignations are not to be written on the member's private charge account statement when payment is sent.

CONDITIONS OF MEMBERSHIP AND BY-LAWS

For the convenience of the membership, dues are billed monthly, based on a yearly season of December 1st through November 30th of the following year. Despite this, 100% of all the member's dues are allocated strictly to winter ski operations and are expensed in the first four months of the season. The club borrows during the winter months to meet expenses and repays this debt throughout the year as members remit their monthly dues.

For the above reason, it would be unfair to the membership to allow members to use the club during the winter months and then resign prior to the end of the season, December 1st through November 30th the following year). The other members would in essence pay the debt owed by the resigned member for the remainder of the year.

Resignations are therefore only accepted based on the end of the year's club season. Members who resigned prior to the end of the season (November 30th) are obligated to pay all dues through to the end of the season without exception. Members who resign are prohibited from visiting the ski facilities as guests for three years after their resignations.

ROOM AND DINING RESERVATIONS: CANCELLATION POLICY

As a courtesy to your fellow Members the following cancellation policy will be strictly applied:

Lodging

Christmas Week and Return to Otsego Week - requires advance payment in full for all room nights including tax, at time of reservation. Failure to cancel Christmas Week reservations by November 30th, and Return to Otsego Week reservations by January 15th will result in total forfeiture of the entire amount. No exception will be made.

Other Weeks - requires first night deposit per room, including tax, charged at time of reservation.

Deposits

Deposits will only be refunded in cases where all the slopes are closed. Deposits will not be refunded in cases where individual lifts or slopes are closed, when the weather is perceived to be too cold, too wet, too cloudy, too sunny, or just because the Member or guest wish it. In cases of family emergencies, death in the family, etc., a letter requesting special consideration must be sent to the Director of Member Services within two weeks of the date(s) in question with proper documentation.

Cancellation Policy

Failure to cancel fourteen (14) days prior to 5:00 p.m. on the arrival date will result in forfeiture of the deposit.

Dining

Reservations may be canceled up to 24 hours prior to the day of the reservation without any penalties. Any cancellations within 24 hours or any no-shows will result in a \$25 per person charge. Any reservations made the day of the arrival will be assumed to be guaranteed, and will be subject to the penalty fee, and may not be canceled.

Penalties will be charged directly to the Member Charge Account without any prior notice.

GUEST POLICY

Guests may only visit once during the Club's winter season. (December 26th - March 7th). All guests must have a "guest invitation" filled out by the Member when visiting the Club.

BILLING AND PAYMENT PROCEDURES

All members are required to have a valid credit card on file to receive charging privileges. As a condition of membership, each Member's credit must be approved. Failure to keep one's account current will result in suspension of charge privileges, and/or termination as a Member, depending on the severity and/or frequency of the delinquency.

A statement of all member charges, fees and dues will be sent to each member, as soon after the monthly closing date as is possible, notifying the member of their indebtedness, and is due upon receipt. Accounts not paid in full by the last day of the month shall be considered delinquent and will accrue an interest charge of 1.8% per month (21.6% annually) on unpaid balances over 30 days. A second notice of indebtedness shall be sent and the rendering of the normal statement shall be considered such second notice. Should the delinquent balance not be paid by the 15th of the succeeding month, membership charge privileges will be suspended, and the member will no longer be able to book further advance lodging or tee time reservations, or purchase guest tow tickets.

Thirty (30) days after the member's account becomes delinquent, the Club reserves the right to post the name (s) of the delinquent members.

Sixty (60) days after the member's account becomes delinquent, the member will be notified that all Club privileges for the Member and Member's family have been suspended until the balance is paid in full including finance charges. Dues and interest will continue during suspension.

Thirty (30) days after suspension for non-payment the member account will be forwarded to legal counsel for collection of any remaining balance.

Responsibility for Guests - all charges, damage, theft and/or penalties left unpaid by guests of Members will automatically be billed directly to the Member's club charge account.

Billing Disputes - In cases where the Member questions or disputes a particular charge, he/she must notify the Club's Director of Member Services in writing within 15 days of receipt of their statement, stating the date and amount in question. The Club's Director of Member Services will research the charge. In the event the charge was made in error, an immediate credit will be issued. In the event that the charge was legitimate, a \$3.00 per chit research fee will be charged to the Member's account.

Remember, it is the duty of all Family Members to retain copies of their chits. In the event of a disputed charge, the Member is responsible for submitting payment for all other non-disputed charges.

If a Member wishes to "run a tab" at a particular lounge, it is the responsibility of the Member (and the Member will be asked) to sign the chit immediately after the first round is served. Members are asked to sign their signature and print their last name and account number on all chits.

FOOD AND BEVERAGE POLICY

Bringing food and beverages into the lounges, dining rooms, lobby, River Cabin and Logmark is strictly prohibited by law. All food and beverages must be dispensed according to the rules and regulations of the Michigan Liquor Control Commission, which states all food and beverages must be dispensed by the licensed agent - Otsego Ski Club - Hidden Valley, Inc.

MINOR MISCONDUCT POLICY

*Parents are responsible for all actions of their children
and their children's guests while on Club property.*

1. No person under the age of 18 is permitted to occupy a hotel room at the Club overnight unless accompanied by a parent in the same room or accompanied by a parent staying in another room.
2. Consumption of alcoholic beverages by persons under the age of 21 is strictly prohibited. Violators risk prosecution. Parents who provide alcohol to their minor children will have their membership terminated.
3. Smoking by minors is strictly prohibited by law.
4. Drug use will not be tolerated. Violators risk prosecution.
5. Loud language and/or profanity will not be tolerated anywhere on Club premises.
6. All large gatherings in the lodging core must not inconvenience other guests, and must end by 11pm or 1am on New Year's Eve. Management is mandated to immediately close down any party that is inconveniencing other guests.
7. Theft, violence, and/or destruction of the Club's, Member's, or guest's property will not be tolerated.
8. No one under the age of 21 is allowed the in The Logmark at any time.
9. No one under the age of 18 is allowed in The Duck Blind Lounge after 3:00pm unless accompanied by a parent or guardian over the age of 18.

Any violations of any of the above policies will result in disciplinary action by the Club Management which may include suspension of privileges, and/or fines, or termination of the individual's membership. In all cases a letter will be written to the parents notifying them of the incident. If the offender's parents wish to meet with the Club Management, they should notify the Director of Member Services immediately, before any action is taken by the Club.

Should the offender be found skiing after losing his/her privileges, the entire Family membership will be suspended for the remainder of the season.

CONFIRMATION OF ACCEPTANCE & ACKNOWLEDGMENT

If accepted as a Member, I, individually and on behalf of my family, hereby agree to conform to and be bound by the Conditions, Rules and By-Laws of the Club, as they may be amended from time to time. Further, my signature below confirms my understanding of the Conditions, Rules and Bylaws and the items noted in the application and assures the accuracy of completed information. Conditions and By-Laws may change without prior notice and will be in full force and effect equally to all Members as of date enacted.

Prospective Member's Signature

Date

Prospective Member's Spouse Signature

Date

Please return completed form with Entrance Fee / Contract