Welcome!

Whether a current homeowner or prospective buyer, we are thrilled that you have chosen to become a part of Kalea Bay. We have assembled this information packet to consolidate the essential documents of our community and ensure a seamless transaction from purchase to close, move in and beyond for both Sellers and Buyers alike.

Kalea Bay will ultimately be comprised of

- Five residential towers, each with their own condominium association
- A property owner's association responsible for the ongoing maintenance and operation of a common property within Kalea Bay; and
- The Club at Kalea Bay, operated by The Club at Kalea Bay LLC, which is privately owned by the developer.

As a future seller or future purchaser, you are required to submit various notices and applications to the entities listed above. Those documents, together with supplementary information, are included in this packet.

Before submitting your application, you should familiarize yourself with all governing documents for Tower 400 at Kalea Bay, the Kalea Bay Property Owners Association, and The Club at Kalea Bay. You can find the most up to date governing documents for these entities at Kalea Bay Property Owner's Association (kaleabaymaster.com). When accessing the site, you will be required to create a login. Access will be granted within 1-2 business days.

The applications and notices included in this packet must be completed and submitted a minimum of 30 days prior to the closing date of your transaction. This includes:

Document	Responsibility	Submit To
Tower 400 Application for Approval to Purchase	Buyer	General Manager kaleabayt400mgr@guestservices.com
Notice of Intent to Sell	Seller	
Club at Kalea Bay Membership Agreement Club at Kalea Bay Omnibus Waiver, Release, and Indemnity Agreement	Buyer	Jill Jarvis jill.jarvis@kaleabayclub.com

We eagerly anticipate the opportunity to be of service throughout your journey at Kalea Bay. Feel free to connect with us anytime.

Warm Regards,

Tower 400 Building Manager
Email: kaleabayt400mgr@guestservices.com
Website: www.kaleabayT400.com

STATEWIDE SECURITY ENFORCEMENT & INVESTIGATIONS INC.

BACKGROUND CHECK APPLICATION

APPLICANT INFORMATION

NAME:		LIST ANY OTHER NAMES YOU HAVE USED:	
DATE OF BIRTH:	SSN:	HOME PHONE:	CELL PHONE:
CURRENT ADDRESS			WORK PHONE:
CITY:		STATE: / ZIP:	LENGTH AT CURRENT RESIDENCE:
CURRENT RESIDENCE ☐ OWN ☐ RENT	MONTHLY PAYMENT OR RENT:	DRIVERS LICENSE:	
STATE ISSUED:	EXPIRATION DATE:	EMAIL:	

CURRENT EMPLOYMENT INFORMATION

CURRENT EMPLOYER:			
EMPLOYER ADDRESS:			HOW LONG?:
CITY:	STATE: / ZIP:	NAME OF SUPERVISOR:	
PHONE:	FAX:	EMAIL:	
POSITION HELD:	COMPENSATION: ☐ HOURLY ☐ SALARY	ANNUAL SALARY:	

PREVIOUS EMPLOYMENT INFORMATION

PREVIOUS EMPLOYER:			
EMPLOYER ADDRESS:			HOW LONG?:
CITY:	STATE: / ZIP:	NAME OF SUPERVISOR:	
PHONE:	FAX:	EMAIL:	
POSITION HELD:	COMPENSATION: ☐ HOURLY ☐ SALARY	ANNUAL SALARY:	

EMERGENCY CONTACT

NAME:		
CURRENT ADDRESS		
CITY:	STATE: / ZIP:	
RELATIONSHIP:	HOME PHONE:	CELL PHONE:

13460 RICKENBACKER PKWY. SUITE 1 FORT MYERS, FL 33913
877 234 7533 FAX: 877 248 4349
E-MAIL: MAIL@SSEII.COM License # A2200367 B2200250 WEB: www.SSEII.com

REFERENCES

NAME	ADDRESS	PHONE

ACKNOWLEDGMENT & RELEASE

I CERTIFY AND DECLARE UNDER PENALTY OF PERJURY UNDER RELEVANT STATE AND FEDERAL LAW THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE, TRUE AND ACCURATE. I ACKNOWLEDGE THE FALSIFICATION OR ELIMINATION OF ANY INFORMATION MAY RESULT IN THE FILING OF CRIMINAL CHARGES. I HEREBY CONSENT TO STATEWIDE SECURITY ENFORCEMENT & INVESTIGATIONS INC. TO COMPLETE AN INVESTIGATIVE CONSUMER REPORT TO BE PREPARED ON ME, WHICH MAY INCLUDE INFORMATION ABOUT ME OBTAINED FROM LAW ENFORCEMENT AGENCIES, STATE AGENCIES, AS WELL AS PUBLIC RECORDS INFORMATION SUCH AS A CONSUMER CREDIT REPORTS, SOCIAL SECURITY INFORMATION, CRIMINAL HISTORY INFORMATION, MOTOR VEHICLE RECORDS, AND WORKERS COMPENSATION RECORDS, SUCH AS ARE ALLOWED BY LAW AND IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, AND TO RELEASE THE INFORMATION TO THE SUBMITTING PARTY. I FURTHER AUTHORIZE ALL PERSONS AND ORGANIZATION THAT MAY HAVE INFORMATION RELEVANT TO THIS INVESTIGATION TO DISCLOSE SAID INFORMATION TO RELEASE IT TO STATEWIDE SECURITY ENFORCEMENT & INVESTIGATIONS INC. I HEREBY RELEASE STATEWIDE SECURITY ENFORCEMENT & INVESTIGATIONS INC. FROM ALL CLAIMS AND LIABILITIES OF ANY NATURE IN CONNECTION WITH THIS INVESTIGATION, RESULTS AND DECISION. A PHOTOCOPY OF THIS AUTHORIZATION WILL BE CONSIDERED VALID. I UNDERSTAND THAT I HAVE PRESCRIBED RIGHTS AS A CONSUMER UNDER THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA) AND HAVE A COPY OF THESE RIGHTS TITLED "FAIR CREDIT SUMMARY OF RIGHTS"

PRINT NAME:	SIGNATURE:	DATE:

DISCLOSURE CONSENT APPLICATION

APPLICANT INFORMATION

NAME:		LIST ANY OTHER NAMES YOU HAVE USED:		
DATE OF BIRTH:	SSN:	HOME PHONE:		CELL PHONE:
CURRENT ADDRESS				WORK PHONE:
CITY:		STATE:	ZIP:	LENGTH AT CURRENT RESIDENCE:
CURRENT RESIDENCE ☐ OWN ☐ RENT		MONTHLY PAYMENT OR RENT:		DRIVERS LICENSE:
STATE ISSUED:	EXPIRATION DATE:	EMAIL:		

I HEREBY GIVE CONSENT FOR AN INVESTIGATIVE CONSUMER REPORT TO BE PREPARED ON ME, WHICH MAY INCLUDE INFORMATION ABOUT ME OBTAINED FROM LAW ENFORCEMENT AGENCIES, STATE AGENCIES, AS WELL AS PUBLIC RECORDS INFORMATION SUCH AS CREDIT REPORTS, SOCIAL SECURITY INFORMATION, CRIMINAL HISTORY INFORMATION, MOTOR VEHICLE RECORDS, AND WORKERS COMPENSATION RECORDS, SUCH AS ARE ALLOWED BY LAW AND IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT.

_____ _____

SIGNATURE DATE

_____ _____

WITNESS DATE

PLEASE USE THE BACK OF THE FORM OR ANOTHER PIECE OF PAPER FOR ANY ADDITIONAL INFORMATION

TENNIS STARTER
GUEST COTTAGES
BLDG #5
BLDG #4
CLUBHOUSE
POOL
POOL
BLDG #3
OLD COAST ROAD
BLDG #2
BLDG #1
KALEA Bay

Community Contacts

For access to Condominium documents, community information, and more, please visit:
kaleabaymaster.com
Email: info@kaleabaymaster.com

For information regarding Tower 400 Association, estoppel requests and general inquiries:
General Manager
Email: kaleabayt400mgr@guestservices.com

For Club at Kalea Bay Information regarding fees and current dues, please contact:
Jill Jarvis
Email: jill.jarvis@kaleabayclub.com

For information regarding Club at Kalea Bay Right of First Refusal for Towers 100, 200, 300, and 400:
Hannah Roberts
Email: Hannah.Roberts@soave.com

For Property Owner's Association Information regarding fees, financials, estoppel, and current dues please contact:
Tyler Moore
Email: info@kaleabaymaster.com

NOTICE OF INTENT

RE: Sale of Unit ____, Tower 400 at Kalea Bay, Naples, FL 34110 (the "Unit")

Seller, being the current owner(s) of the Unit described below, is providing notice to the Tower 400 at Kalea Bay Condominium Association, Inc. of Seller's intent to make a bona fide sale of the Unit (the "Right of First Refusal Transaction") between Seller and Buyer below.

SELLER: _____

BUYER: _____

DATE OF CONTRACT: _____

PROPERTY DESCRIPTION: Unit _____, Tower 400 at Kalea Bay

PURCHASE PRICE: _____

CLOSING DATE: _____

Attached is a complete and accurate copy of the Purchase Agreement along with any attachments thereto and Seller will direct a copy to the following individual:

Tower 400 at Kalea Bay Condominium Association,
Inc.
kaleabayt400mgr@guestservices.com

For Towers 200, 300, 400,the Club at Kalea Bay also has a Right of First Refusal. For these Towers only, notice should also be returned to:

The Club at Kalea Bay
Hannah Roberts
Hannah.Roberts@soave.com

Seller consents to receiving the Association's election or waiver of its right of first refusal electronically. An original copy can be obtained upon request. Such election or waiver shall be returned to Seller at the following email address:

_____
(email address of seller)

With copy to: _____
(email address of other, if desired)

Original to be mailed to: _____
(mailing address of seller's broker or closing agent)

THIS WAIVER MUST BE RETURNED NO LESS THAN 30 DAYS PRIOR TO THE ANTICIPATED DATE OF CLOSING.

Tower 400 at Kalea Bay Condominium Association, Inc.
Application for Approval to Purchase

Date Submitted: _____

I hereby apply for approval to purchase **Unit No. _____**, and for membership in the Association.

Instructions:
This application must be submitted to the Association's management office and must be supported with full documentation, **including a signed copy of the purchase agreement, two personal letters of reference, and a nonrefundable application fee** in the amount of $150.00, payable to Tower 400 at Kalea Bay. Approval or denial will be issued within 30 days after the receipt of the completed application, supported documentation, and application fee.

1. **Applicant Information**

   - Full Name of Applicant: _____

     Birth Date: _____ *Last four of SSN: _____

     Best Phone No: _____ Email: _____

   - Full Name of Co-Applicant: _____

     Birth Date: _____ *Last four of SSN: _____

     Best Phone No: _____ Email: _____

   ** Association will call for first five (5) digits of applicant's social security numbers.*

2. The **Warranty Deed** will Read as Follows:

   _____

3. **Home Address**

   Street: _____ Unit #: _____

   City: _____ State: _____ Zip: _____

4. **Other Occupant Information**

   All units of the Association are designated as single-family residences only. Please state the name, relationship, and age of all other persons who may be occupying the unit regularly.

   - Name: _____ Age: _____ Relationship: _____
   - Name: _____ Age: _____ Relationship: _____

- Name: _____ Age: _____ Relationship: _____
- Name: _____ Age: _____ Relationship: _____

5. Please attach **two personal letters of reference** and provide their contact information below.

- Name: _____ Best Phone No.: _____

  Street Address: _____ Unit #: _____

  City: _____ State: _____ Zip: _____
- Name: _____ Best Phone No.: _____

  Street Address: _____ Unit #: _____

  City: _____ State: _____ Zip: _____

6. Please identify **Mortgagee** (if applicable):

- Name: _____ Best Phone No.: _____

  Street Address: _____ Unit #: _____

  City: _____ State: _____ Zip: _____

7. Please provide the contact information of the **person to be notified in the case of an emergency**:

- Name: _____ Best Phone No: _____

  Email: _____

8. Please provide the following information for the **vehicles* you intend to park on premises**:

- Make: _____ Model: _____ Year: _____

  Color: _____ Plate#: _____ State: _____
- Make: _____ Model: _____ Year: _____

  Color: _____ Plate#: _____ State: _____

**Home owners are permitted to have a maximum of 2 motor vehicles registered to their unit. Motor vehicles include any low-speed vehicles, such as golf carts and Mokes.*

9. Please provide your **billing and notification Mailing Address**, if different than home address listed above:

- Name: _____ Email: _____

Street Address: _____ Unit #: _____

City: _____ State: _____ Zip: _____

10. Please provide the contact information for the **Buyers Realtor** below.

- Relators Name: _____ Firm Name: _____

  Email Address: _____ Best Phone No: _____

11. Please provide the contact information for the **Title Co./Attorney** below.

- Title Co./Attorney Name: _____ Firm Name: _____

  Email Address: _____ Best Phone No: _____

12. APPLICANTS' AFFIDAVIT:

I have read and agree to abide by the Association's Declaration of Condominium, Bylaws and published Rules and Regulations. I represent that the information stated is factual and correct and I agree that any misrepresentation in this application will justify its disapproval. I consent to any further inquiry concerning this application and the references given. I agree to be available for an interview with the designated representative(s) of the Association.

Signatures:

Applicant_____ Date: _____

Co-Applicant_____ Date: _____

********** *Management Office Use Only* **********

Interviewed By: _____ Date: _____

This Application is: ☐ Approved ☐ Disapproved

Tower 400 at Kalea Bay, A Condominium, Inc.

By: _____

Title: _____ Date: _____

Application for Approval to Purchase - Management Checklist:

1. ☐ Application Received: _____
2. ☐ Two letters of reference Received: _____
3. ☐ Purchase Agreement Received: _____
4. ☐ Forwarded completed purchase agreement to appropriate Club and KBPOA Contacts: _____
5. ☐ Application Fee Received: _____ Check #: _____
6. ☐ Estoppel Fee Received: _____ Check #: _____
7. ☐ Executed Application Approval page provided to buyer: _____

DBPR Form CO 6000-4
61B-17.001, F.A.C.
Effective: 12/23/02

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

Tower 400 at Kalea Bay Condominium Association, Inc. **As of January 1, 2025**

Q: What are my voting rights in the condominium association?
A: There are one hundred twenty (120) Residential Units and two (2) Garage Units in Tower 400 at Kalea Bay, a condominium. The Owner of each Residential Unit has one (1) vote per Residential Unit owned and the Owner of each Garage Units has 1/10 vote per Garage Unit owned. All votes may be cast in all matters which require a vote of the Unit Owners. Voting rights and procedures are described in Section 2.2 of the Bylaws of the Association.

Q. What restrictions exist in the condominium documents on my right to use my Unit?
A. A Residential Unit may be used only for residential use. There are no age restrictions. The Owner of each Residential Unit may keep commonly accepted household pets such as a dog or cat and tropical fish or caged birds in the Residential Unit, in reasonable numbers, subject to reasonable regulation by the Board. Breeds of pets that are prohibited by applicable law or considered to be dangerous or a nuisance by the Board are not permitted. Other restrictions may be found in Sections 10, 11 and 12 of the Declaration of Condominium. Garage Units may not keep pets in the Garage Unit.

Q: What restrictions exist in the condominium documents on the leasing of my Unit?
A: The Association may disapprove of any leases proposed by Residential Unit Owners. Residential Units may not be leased for a term that is less than thirty (30) days and no more than four (4) times in any given twelve (12) month period. No pets are allowed in leased Units. There are no restrictions on the leasing of Garage Units. Other leasing restrictions are found in Section 11 of the Declaration of Condominium.

Q. How much are my assessments to the condominium association for my Unit type and when are they due?
A: Regular assessments based on the Association's annual budget are payable quarterly, in advance, due on the first day of January, April, July, and October. The quarterly assessments per quarter for the year 2025 are estimated to be:

Unit Type	Quarterly Per Unit
Residential Unit Type A and A Reversed	$8,369.75
Residential Unit Type B and B Reversed	$8,529.92
Residential Unit Type C and C Reversed	$8,529.92
Garage Unit Type G and G Reversed	$1,807.53

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?
A: Unit owners are required to be a member of the Kalea Bay Property Owners Association, Inc. (the "Master Association") which was formed to manage, maintain and administer the common property of the project. Unit owners are entitled to one (1) vote in all matters that require a vote in the Master Association. The voting rights and procedures are set forth in Article V of the Master Association Articles and Section II of the Master Association Bylaws. Unit owners are liable for the assessments of the Master Association. For the year 2025, Master Association assessments are estimated to be $295.87 per unit per quarter and is collected by Tower 400 at Kalea Bay Condominium Association, Inc., and paid on your behalf.

In addition, Residential Unit owners, upon acquisition of a Residential Unit, are required to become non-equity members of the recreational component of the project called The Club at Kalea Bay, Inc. (the "Club"). Residential Unit owners are liable for dues to the Club and the Club's nonrefundable transfer fee. For the year 2025, Club dues are $7,503.40 annually (plus any applicable sales tax), payable in advance of the calendar year, and the nonrefundable transfer fee is $50,000.00, per unit. Garage Unit owners will not be members of the Club. Residential Unit Owners may designate the tenant of his or her Unit as the beneficial user of the membership after payment of a fee set by the Club from time to time (the "Administrative Fee"). The Administrative Fee is currently $1,000.00. The Residential Unit Owner will not have rights to use the Club during such time that the tenant is the designated user of the Club, and will continue to be obligated to pay dues, including applicable sales tax, with respect to membership.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?
A: Unit Owners are not obligated to pay rent or land use fees for recreational and other commonly used facilities, but are obligated to pay assessments to Master Association in connection with the Common Property and, in addition, Residential Unit owners are required to pay dues to the Club, as described above.

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of $100,000? If so, identify each such case.
A. No.

The foregoing is a guide to some of the matters that are of interest to purchasers when buying a Unit. It is not, however, intended to present a complete summary of all of the provisions of the various condominium documents. Capital terms not herein defined are as defined in the Declaration of Condominium.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.

Version Date: 5/21/2025

THE CLUB AT KALEA BAY

MEMBERSHIP AGREEMENT

KALEA Bay
Tower 400
13945 Old Coast Road, Naples, FL 34110
239-544-4020

I. INFORMATION

P E R S O N A L

Please provide the following information for our files and records:

Member's Name _____ Birth Date _____

Cell Phone _____ Email _____

Spouse's Name _____ Birth Date _____

Cell Phone _____ Email _____

Local Address _____

Out of Town Address _____

Club Communications Address _____

Telephone: Local Residence ( ) _____ Telephone: Out of Town ( ) _____

Fax Number ( ) _____

Unmarried children: under the age of 23: **Note: Children under the age of 13 must always be accompanied by an adult.**

Name	Birth Date	Charge Privileges	Card Expires
_____	_____	Yes ☐ No ☐	_____
_____	_____	Yes ☐ No ☐	_____
_____	_____	Yes ☐ No ☐	_____

List (**ONLY** extended family members who are children over the age of 23, parents, grandparents, grandchildren, and great-grandchildren) who are eligible to be registered with the Club Office for Houseguest Privilege without being subject to registration fees.

	Name	Relationship
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____

BUSINESS

Member's Company Name Title

Business Address

Telephone ( ) ☐ Retired

Fax Number ( ) E-mail Address Website

Spouse's Company Name Title

Spouse's Business Address

Telephone ( ) ☐ Retired

Fax Number ( ) E-mail Address Website

BARK YARD – DOG REGISTRATION

The Club has delineated an area within the Club property identified as the "Bark Yard". It's intended purpose is to allow Club members to have an area where their pet dogs can roam a fenced area freely without a leash. Club members wishing to utilize the Bark Yard must register their dog below and complete the Dog "Bark" Yard Access and Use Agreement.

	Dog Name	Breed
1.	_____	_____
2.	_____	_____
3.	_____	_____

I. MEMBERSHIP

I am an owner or am purchasing a Unit within one (1) of the residential high-rise condominium towers in Kalea Bay (the "Community"). I hereby agree to acquire Membership in The Club at Kalea Bay (the "Club"); it being understood that if I am an initial purchaser of a Unit in the Community, I automatically become a member of the Club by virtue of the purchase of my Unit. Pursuant to the Declaration of Restrictive Covenants, Conditions, Reservations, and Easements for Kalea Bay recorded in Official Records Book 5449, Page 1939, et. seq., of the Public Records of Collier County and all exhibits thereto (the "Master Declaration") , I am required to maintain a membership in the Club and pay the then applicable transfer fee (unless I am an initial purchaser of a Unit in the Community) and maintain a Membership in the Club concurrently with the closing on the purchase of the Unit. I acknowledge that I must be a Member of the Club as long as I own property in the Community. I acknowledge that if and when I sell or transfer my Unit, the purchaser of my Unit will be required to pay a transfer fee, including any applicable sales tax, to the Club at or before closing of the sale or transfer of my Unit.

Upon signing this Agreement, I authorize the disclosure and release of information to the Club for investigating my qualifications for Membership, including my credit history, and agree to hold the Club harmless from any and all such acts.

II. PAYMENT OF DUES, FEES AND CHARGES

I hereby agree to pay to the Club the membership dues, charges incurred, costs and all applicable fees, including any applicable sales tax, or other taxes, for Membership. The current amount of dues is described on a separate Schedule of Dues, Fees and Charges, and is subject to change.

I understand that charges for membership dues, food, beverage, merchandises, and services will be posted to my membership account and that the Club reserves the right to require members to pay the said charges via ACH or an automatic direct debit system according to the payment schedule dictated by the Club from time to time.

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 and a lien may be placed on my Unit in the Community in accordance with the Master Declaration.

III. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

Membership in the Club permits the member to use the facilities of the Club in accordance with this Membership Plan and the Rules and Regulations. Membership in the Club does not provide a member with an equity or ownership interest or any other property interest in The Club at Kalea Bay L.L.C., a Michigan limited liability company (the "Company") or the Club's facilities. Membership in the Club is not an investment in the Company or the Club's facilities and does not give a member a vested or prescriptive right or easement to use the Club's facilities. A member only acquires a revocable license to use the Club's facilities in accordance with the terms and conditions of the Membership Plan and Rules and Regulations, as the same may be amended from time to time for so long as such person is a member. Members do not have any voting rights with respect to any decisions affecting the Club.

The Club reserves the right, in its sole discretion, to terminate or modify this Membership Plan and Rules and Regulations, to reserve Memberships, to sell, lease or otherwise dispose of the Club facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify or terminate any type, category or class of Membership, to discontinue operation of any or all of the Club facilities, to convert the Club into a member-owned club, and to make any other changes in the terms and conditions of Membership or in the Club facilities available for use by Members. The Club, for as long as the Club is in existence, may not change the provision for a Member to arrange for the Membership to be transferred by the Club to the subsequent purchaser of his or her Unit in accordance with the "Transfer of Membership" section of the Membership Plan. In the event of a sale of the Club facilities, the buyer shall take title subject to the terms and provisions of the then existing Membership Plan**.**

I hereby acknowledge that I shall be responsible for my own personal safety and the security of my property while using the Club facilities and that the use of the Club facilities and any privilege or service incident to Membership is undertaken with full knowledge of risk of possible injury. I hereby accept and assume, on behalf of myself, my guests and my family, all such risks and inherent dangers and voluntarily and freely choose to proceed with use of the Club facilities and any activity incident to Membership in the Club. No representation or warranty is made that any security or safety systems or measures will be effective in all circumstances. The Company, any manager of the Club facilities, their affiliates, their successors and assigns and their respective directors, officers, partners, members, shareholders, employees, representatives and agents and the members of the advisory Board of Governors of the Club, if any (collectively, the "Club Parties"), are not insurers or guarantors of security or safety, and that I, my guests and my family hereby assume all risks of personal injury and loss or damage to property resulting from the acts of third parties. I acknowledge that the Club Parties may, but are not obligated to, provide security on the Club facilities. If any of the Club Parties choose to provide such security, I acknowledge that the

provision of such security does not relieve me from those duties and obligations contained in this Membership Agreement and does not guarantee my safety or my personal property.

I hereby agree, by use of the Club facilities and/or participation and any activity incident to Membership in the Club, to assume all risks associated therewith and, further, hereby release and hold harmless the Club Parties from, and indemnify the Club Parties against, on behalf of myself and my successors, assigns, representatives, agents and for anyone claiming by or through or under any of the foregoing parties, fully and voluntarily release, waive and discharge the Club Parties from any and all liability, claims, actions, causes of action, injuries, judgments, demands and damages of any nature whatsoever, known or unknown, direct or indirect, whether arising at law or in equity, that I, my guests or my family may have as a result of using the Club facilities or participating in any activity incident to Membership in the Club, or as a result of any damage, loss or injury that may occur to persons or personal property. This release shall relieve the Club Parties of any liability for their own negligence and shall bar any claim of negligence against the Club Parties from any and all claims.

I have carefully read this Membership Agreement and fully understand its content, and I agree that this Membership Agreement is valid, fair and reasonable. I am aware that this is a release of liability, the signing of this release is an important legal act, and that I am signing this release of my own free will. This release shall be binding upon and shall inure to the benefit of all parties hereto, as well as their respective successors, assigns, agents, shareholders, directors, officers and employees, and shall be governed by the laws of the State of Florida.

IV. MEMBERSHIP PLAN DOCUMENTS

I hereby acknowledge receipt of The Club at Kalea Bay Membership Plan and Rules and Regulations and that I have read and understand them and agree to be bound by the terms and conditions thereof as the same may be amended from time to time by the Club. I further acknowledge that I am not relying on any oral representations in acquiring Membership in the Club.

This Membership Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without giving effect to principles of conflicts of law.

The Club may pledge or assign this Membership Agreement.
If the prospective Member is married, the signatures of both spouses are required.
The Membership acquired hereunder shall be issued in the name of:
❑ Member ❑ Entity

Dated: _____, 20_

_____
Member's Signature

_____
Printed Name

Dated: _____, 20_

_____
Spouse's Signature

_____
Printed Name

This Membership Agreement shall not be binding on the Club until the acceptance below is signed.

ACCEPTED BY

THE CLUB AT KALEA BAY, L.L.C.

By:
_____
Authorized Representative

Printed Name:
_____

Dated: _____, 20_____

THIS APPLICATION MUST BE ELECTRONICALLY RETURNED TO THE CLUB AT KALEA BAY, L.L.C. AT THE FOLLOWING EMAIL ADDRESS: **jill.jarvis@kaleabayclub.com.**
THIS APPLICATION MUST BE RETURNED NO LESS THAN **30 DAYS PRIOR** TO THE ANTICIPATED DATE OF CLOSING.

WAIVER, RELEASE AND INDEMNITY AGREEMENT

Each Individual to Complete

The undersigned [**member/guest** - circle one] ("Member/Guest") of the Club at Kalea Bay (the "Club") has requested the ability to utilize the tennis courts and/or other facilities located at the Club, including but not limited to that area within Kalea Bay identified as the "Boardwalk," to participate in tennis and/or pickleball clinics, tournaments, open play, lessons or other activities, including but not limited to participating in tennis, pickleball, personal fitness training (alone or with a trainer) or other sport-related activities or kayaking or other water based activities at the Boardwalk, Club fitness facilities, tennis clubs and/or any other sports facilities not owned by the Club (including the Boardwalk, the "Other Facilities"). In order to induce the Club to permit such use of the Club facilities or the Boardwalk, or to participate in Club-sponsored activities at Other Facilities, the Club is requiring that the Member/Guest execute this Agreement and agree to be bound thereby.

The Member/Guest acknowledges that Member/Guest is physically fit and mentally capable of performing the physical activity Member/Guest chooses to participate in. Member/Guest understands, acknowledges, and accepts that the use of the Club facilities, including the tennis facility, or Other Facilities involves risk of serious injury, including permanent disability and death. Use of the Boardwalk also brings inherent risks which are acknowledged by the Member/Guest, including, without limitation, the risk of falling into the water and drowning, the effect of coastal tides, navigation issues, the effect of extreme weather, trips, slips and falls, propeller injury or being injured by a vessel, sunburn and heat stress. By his or her execution below, the undersigned acknowledge that he or she understands fully all of these risks and accepts these risks in participating in any of the above stated activities.

In consideration of the use of the tennis facilities and other Club fitness facilities provided by the Club or participating in Club-sponsored activities at Other Facilities, Member/Guest expressly agrees and contracts, on behalf of himself/herself, his/her heirs, executors, administrators, successors and assigns, that neither the Club and its insurers, employees, officers, managers, members, agents and associates, nor the owner of the Boardwalk, or the Kalea Bay Property Owners Association, Inc. (the "Association"), shall be liable for any damages arising from personal injuries (including death) or damages sustained by Member/Guest in, on, or about either the Club or Other Facilities, and/or as a result of the use of the tennis facilities, any Club facilities, Other Facilities, or any exercise equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the Club or the ownership or operations of such Other Facilities. Member/Guest assumes all risk of injuries associated with use of the tennis facilities, the Club fitness facilities or any Other Facilities, any exercise equipment, or participating in any other fitness activities, either individually or utilizing a fitness trainer, including, but not limited to, falls, contact with other participants, and all other such risks being known and appreciated by Member/Guest.

By the execution of this agreement, Member/Guest accepts and assumes full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may

occur to Member/Guest and Member/Guest hereby fully and forever **HOLDS HARMLESS, WAIVES AND RELEASES AND DISCHARGES** the Club, its insurers, employees, officers, managers, members, agents and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of the tennis facilities, other Club fitness facilities or Other Facilities, or the use of any equipment belonging to the Club or any Other Facilities. Member/Guest agrees to comply with all rules imposed by the Club and any Other Facilities regarding the use of the tennis facilities, other Club facilities, exercise equipment and/or other Boardwalk or exercise facilities at the Club or any Other Facilities. Member/Guest acknowledges and agrees to comply that after-hours access to the wellness center at the Club is restricted to members only and sharing access devices is prohibited. Member/Guest agrees to conduct himself/herself in a controlled and reasonable manner at all times.

By my signature I indicate that I have read and understand this Waiver, Release and Indemnity Agreement. I am aware that this is a waiver and a release of liability and I voluntarily agree to its terms. I further agree that it is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, personal representatives, executors and assigns, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue either the Club, its owners, managers, employees and agents, and/or the Association and shall hold all of them harmless. I hereby further agree that this Release shall be construed in accordance with the laws of the State of Florida and that this Release is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Release is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

MEMBER/GUEST

*Signature_____

Print name: _____

Date: _____

Address: _____

_____

Club To Complete:

THE CLUB AT KALEA BAY, L.L.C., a Michigan limited liability company

By: Kalea Bay Development Company, a Michigan corporation

By: _____

*Parent or Legal Guardian must sign for children under the age of 18 and state relationship

THIS WAIVER MUST BE ELECTRONICALLY RETURNED TO
THE CLUB AT KALEA BAY, L.L.C. AT THE FOLLOWING EMAIL ADDRESS:
jill.jarvis@kaleabayclub.com.
THIS APPLICATION MUST BE RETURNED NO LESS THAN **30 DAYS PRIOR** TO THE ANTICIPATED DATE OF CLOSING.