

## Member Charge Agreement

The undersigned, \_\_\_\_\_ ("Member"), and Pine Mountain Lake Association ("PMLA"), hereby agree to the following terms and conditions in order to allow Owner to charge purchases (as defined below) to an open account and to allow PMLA to bill Owner for these charges.

### Definitions:

1. **Property Owner** – Any individual whose name is listed/included on the ownership deed of any property within PMLA.
2. **Open Account** – The ability of a property owner to charge purchases (as defined) made within PMLA. This account must be supported by this agreement and can be terminated according to the terms outlined below.
3. **Authorized Purchase** – Any purchase of goods or services provided by the following PMLA amenities – The Grill, Pro Shop, Snack Shack, Marina Store & Lakeside Cafe.
4. **Card** – Any valid and authorized credit card issued under license from MasterCard International, Visa International, American Express, or Discover.
5. **Statement** – Document prepared monthly by PMLA showing all activity on a Property Owner's Open Account.
6. **Member Number** – An account identifying number issued by PMLA, which corresponds to a Property Owner's account of records as maintained by PMLA.

### Article I: Establishing Open Account

Prior to establishing an Open Account with PMLA, the Member agrees to provide the following information to PMLA:

Credit Card Number: \_\_\_\_\_

Credit Card Type: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Day Phone #: \_\_\_\_\_

Billing Address for Card (Including ZIP Code): \_\_\_\_\_

Property Owner certifies that the above referenced credit card has been issued in his/her name at the address shown and is currently open and available for charging purposes. Member agrees to allow PMLA to obtain and use Member's photograph to assist in verifying validity of purchases to be added to Member's account.

### Article II: Using Open Account

As a service to Property Owner, PMLA agrees to provide to Member the ability to charge Authorized Purchases to an Open Account. In order to use this Open Account, Member must provide their assigned Member Number to appropriate PMLA employees at the time purchase is made. PMLA will charge Member's purchase to their Open Account. Member's signature is required on the sale document in order to authorize the charge.

**Article III: Monthly Statement/Payment**

By signing this agreement, Member expressly authorizes PMLA to institute a charge to the above referenced credit card on or about the first day of each month. The amount of this charge will equal the total of all purchases charged to the Member's account in the previous month plus any outstanding balance from prior months. PMLA will charge the Member's Card and provide a statement detailing the account activity supporting the card charge. No interest will be charged on the member's account; however, a fee of \$20 will be imposed if the Member's credit card is rejected when submitted for payment processing.

**Article IV: Suspension/Cancellation of Account**

An Open Account can be cancelled by Member. Written request for cancellation must be delivered to PMLA Administration office at least seven (7) days prior to desired cancellation date.

An Open Account will remain active as long as Property Owner is a member in good standing as described in the Pine Mountain Lake Third Restated Bylaws Section 1.04(e).

An Open Account will be suspended by PMLA in the event that the Member's Card associated with the account either expires or the attempted monthly charge initiated by PMLA is rejected by the card's issuing organization. It is the Member's responsibility to provide updated information to PMLA in order to keep their account active. The Member's Card number can be changed anytime, in writing. New Card expiration dates must be provided prior to current expiration date in order to avoid Open Account suspension.

An Open Account will be cancelled if Member fails to provide PMLA with valid, accurate and complete information relating to the Member's Card associated with the account or fails to make immediate payment on demand for items charge to the Open Account should the Card be rejected for any reason by the issuing organization. Notice of cancellation will be made by PMLA in writing.

**Article V: Collection of Unpaid Accounts**

Member assumes all responsibility for and agrees to pay all reasonable costs of collection on unpaid accounts including late charges, interest, and attorney's fees where necessary.

I, \_\_\_\_\_, promise to pay to PMLA the balance on this account, including all purchases and other amounts I have or will authorize PMLA to charge to this account. I have read and understand the terms and conditions of the Member Charge Agreement and promise to pay any amounts I authorize under this agreement.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. Unit \_\_\_\_ Lot \_\_\_\_ PMLA Member # \_\_\_\_\_

\_\_\_\_\_  
Member Name Printed

Pine Mountain Lake Association

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date