

TRLA GUEST MEMBERSHIP AGREEMENT

Agreement made on this ____ day of _____, 20____, between Timberlake Ranch Landowner's Association, a domestic nonprofit corporation organized and existing under the laws of the State of New Mexico, with an address of HC 61 Box 767, Ramah, NM 87321, referred to herein as TRLA, and Woodland Lakes Landowner, Box S Landowner or Landowner adjacent to Timberlake Ranch referred to herein as Guest Member.

Name: _____ Phone No: _____

Mailing Address: _____ Lot/Land Location: _____

_____ Email: _____

- **Guest Membership Fee and Limitations**

Annual guest membership for Fiscal Year 20__ - 20__ is \$ ____/yr.

Payment of the Guest Membership fee entitles you to use the TRLA Common Facilities (described in paragraph 5 below) during the term of your Guest Membership. Guest Membership does not include voting rights on TRLA matters.

- **Term of Guest Membership**

The term of you Guest Membership is: One year from date above.

- **Renewal/Cancellation of Guest Membership**

TRLA will send a renewal notice each July. A Guest Member may choose to cancel and/or not renew this Agreement, but the Guest Member must then return to TRLA the guest member key for the TRLA Common Facilities. The Guest Member will notify the TRLA Board in writing of their wish to cancel and not renew the Guest Membership. In the event the Guest takes no action to cancel or renew their Guest membership, TRLA will consider the Guest to have cancelled the Guest Membership on the 30th day after the expiration of the Guest Membership term.

- **Keys**

The key issued to you for the use of the TRLA Common Facilities is intended for personal use only. There is a charge of \$5.50 for the key. Only one key is issued per lot owner. These keys may not be duplicated. In the event keys are lost by the Guest Member during the term of this Guest Membership Agreement, a replacement key may be purchased at a cost of \$15.00. If

keys are not returned upon expiration of the Guest Membership Term, The Guest Member shall be responsible for the replacement of all lock and keys at a rate of \$50.00 per lock, and \$10 per key to be issued to TRLA owners and Guest Members. Guest Member is also responsible for postage charges association with replacement of keys.

- **Use of TRLA Common Facilities**

Guest Members, their immediate family members and guests will be allowed access to the TRLA bathhouse, well, Ramah Lake, and brush burn pile with the TRLA Common Facilities key. The bath house is closed from November 1st through April 1st or until weather permits.

- **Conduct**

Guest shall comply with all applicable local, state, and federal ordinances, laws, rules and regulations in using the TRLA Common Facilities, shall not use of permit the use of the Facilities in any way so as to create any nuisance, and shall not cause or permit any waste of the Facilities.

TRLA is committed to the safety and welfare of each of its members and will not tolerate unreasonable or offensive behavior. TRLA has the right to judge behavior and respond accordingly. The right includes, but is not limited to, immediate termination of the rights of any Guest Member engaging in or permitting unacceptable behavior. Upon termination of the Guest Membership Agreement, the Guest Member shall immediately quit and vacate Timberlake Ranch subdivision property.

- **Damages**

Guest Members shall pay for any damages to TRLA property which results from the willful or negligent conduct of the Guest Member, or their immediate family and guests.

- **Well Water**

TRLA assumes no responsibility for the potability or safety of the well water. There is no guarantee that the well will always be operational. Guest Members are to follow the Well Policy found under Rules and Regulation in the TRLA website: www.trnews.info.

- **Waiver, Release and Assumption of Risk**

The undersigned Woodland Lakes Landowner, Box S Landowner, or Landowner adjacent to Timberlake Ranch understands and agrees that he/she uses the Facilities voluntarily and assumes all risks associated with the use of TRLA Common Facilities. Guest Member agrees to indemnify and hold harmless TRLA from any and all claims and liability for damage to persons or property arising from or related to Guest Member's use of the TRLA Common Facilities.

- **Enforcement**

If the Guest Member breaches this Agreement, the Guest Member will be personally liable to TRLA for all costs and expenses (including, without limitation, legal fees and court costs) incurred by TRLA in enforcing the terms of this agreement.

- **Modification to Agreement**

This Agreement embodies all of the terms and conditions of the Agreement between TRLA and the Guest Member, unless modified or altered by a separate or additional written agreement executed by the parties. This Agreement shall be governed by the laws of the State of New Mexico.

- **Assignment**

Guest may not assign this Agreement to any third party, and any such assignment shall be void and of no force or effect.

- **Signature**

By signing this Agreement, I certify that I have read and understand the terms and conditions of this Guest Membership Agreement.

**TIMBERLAKE RANCH
LANDOWNERS ASSOCIATION**

By: _____
Authorized Signature

Guest Member Signature

Title: _____

Printed Name

Date: _____

Date: _____

TIMBERLAKE RANCH LANDOWNERS ASSOCIATION

HC 61 BOX 767 Ramah, NM 87321

GUEST MEMBER

KEY REQUEST FORM

KEY NO(S) _____

Owners Information

Name _____

Phone _____

Address _____

Email _____

Property Designation:

Lot#/Land Location _____

County _____

A key will be issued to Guest Member who has signed the **TRLA Guest Membership Agreement**. The Agreement must be submitted with this form along with the Membership dues and key charge. They key will give you access to the Bath House, Well, brush pile, and the gates to the lake. Only one key will be issue per Guest Member. This key may not be duplicated.

There is a charge of **\$5.50** for the key plus 75 cents postage and handling.

Total \$ _____

Signed: _____

REPLACEMENT KEY IF ABOVE LOST: \$15.00

REPLACEMENT KEY # _____

SIGNATURE Board Member _____

DATE _____