

CTC Platinum Membership Contract
Terms and Conditions of Membership
As of 05-2010

Company Information

Condominium Travel Club, Inc.
4882 A North Jefferson Street
Pulaski, N.Y. 13142
1 (877) 453-8458 fax (315) 298-3901

Hours of Operation

Monday–Friday, 8:00 a.m.–7:00 p.m. EST
Closed Saturday, Sunday & Holidays
email: customerservice@condotravelclub.com
website: www.condotravelclub.com

CTC Member Privileges

Member is acquiring a membership into Condominium Travel Club, Inc. (CTC). Member is not acquiring ownership or other interest in Condominium Travel Club, Inc. or any provider of CTC member benefits and services. CTC is a licensed and bonded seller of travel services providing its members with access to certain benefits and travel services described in (“Exhibit A”).

Annual Dues

You will not be allowed to use CTC services unless your dues are current and paid for the year. Dues expire one year from the date of signed membership contract. If you do not keep your Platinum membership current your membership will be terminated. There will be a charge of \$150.00 to reinstate you to the Platinum level of membership. Your annual dues are stated in and must be paid in U.S. Dollars. Your Annual Dues for the second year of membership are guaranteed at the stated rate at the time you joined. Members may cancel membership upon receipt of the Annual Renewal Statement.

Annual Dues Increases

The amount of your annual dues may be increased each year, upon 30 days advance written notice, by the percentage increase in the Consumer Price Index for the calendar year prior to the year for which the increase is being made. Consumer Price Index means the consumer price index for all urban consumers as reported by the United States Department of Labor, Bureau of Labor Statistics.

Transfer of membership

If dues are current, membership can be transferred at any time if approved by CTC. Transfers, including transfer within the member’s immediate family shall be subject to a \$250.00 transfer fee. No transfer is valid until a current agreement has been signed by the transferee and payment accepted by CTC.

Disclosure and Responsibility

1. CTC and its travel suppliers have developed a unique relationship with many resorts, properties and travel companies that find it mutually beneficial to rent condominiums or provide travel services.
2. CTC acts as a reservation service and exchange company to help facilitate travel and condominiums and expressly disclaims and shall be free from any and all responsibility or liability for any damages, acts, errors, omissions, injuries, losses, accidents, delays, neglect or default of any person or entity providing any accommodations, travel services or related services due to any cause whatsoever occurring out of this agreement or members’ use of the participating condominium resorts, travel services or related services.
3. CTC’s liability to member is expressly limited to refund of the annual membership fee, and CTC shall not be held responsible for the membership cost, taxes assessed by Local or Federal Governments for services, accommodations or membership, telephone costs, taxi, travel costs to and from accommodations, costs of a personal nature while on vacation, fees charged by service providers used by CTC to secure reservations, or any other damages, expenses or liabilities of any kind, whatsoever, including without limit actual, direct or consequential, whether foreseeable or not.
4. Although CTC does research the properties to try to insure that members will be booked into quality accommodations and vacations. CTC does not own or control or assume any liability for any of the vacation properties, travel suppliers or related products and services provided by or through its program. CTC does not assume responsibility for any of the properties or travel companies member may use. Variations in accommodations, resort amenities and vacations may be experienced.
5. To insure the integrity and quality of membership, CTC reserves the right to change the rules, procedures, benefits and/or fees charged for use of the CTC program.
6. CTC does not assume responsibility for any verbal agreements between member and a CTC licensee or representative. This Agreement and all supplements hereto contain the entire understanding between CTC and member, and supersede all prior and contemporaneous agreements and understandings, express or implied, oral or written. This Agreement may not be modified or amended other than by an agreement in writing signed by both parties.
7. This Agreement will be governed by and interpreted in accordance with the substantive laws of the State of New York without reference to its conflicts of law principles. The parties agree to not commence any lawsuit pertaining to any matter arising under this Agreement in any location or jurisdiction other than New York State. The parties agree that Monroe County, New York shall be the exclusive venue. Should member bring an action against CTC and not prevail, member shall pay CTC’s reasonable attorney’s fees and costs, including attorney’s fees to enforce this provision. This section shall survive termination of this Agreement.
8. CTC is **not a participant** in the California Travel Consumer Restitution Corporation. California law requires certain sellers of travel to have a Trust account or bond. Condominium Travel Club Inc. has a bond issued by a Surety Company in the amount of \$100,000.00 in the State of California. Refund policies are available upon request from the travel supplier consumer paid for travel services.