

HENSLEE & HUGUELY LLP

MEMBERSHIP APPLICATION

Club, Resort or Business _____

General Manager or Primary Contact person _____

Address _____

City _____ State _____ Zip _____

E-Mail Address: _____

Phone _____ Fax _____ Cell _____

MEMBERSHIP POLICIES

1. **Membership.** Membership in the Henslee & Huguely service program ("Membership") allows a club, resort or business (the "Member" or "you") to create an account on hhclublaw.com which entitles it to receive and/or access the following services: (a) online library of articles regarding legal issues or developments related to the private club industry, (b) online library of frequently asked legal questions and answers, (c) periodic updates on selected statutory or case law developments affecting the private club industry, and (d) training tips for the Member's staff, and (e) one hour of free telephone advice or discussion with a Henslee & Huguely attorney per quarter (i.e., per three month period during your Membership). Materials described in (a) through (d) above (the "Online Library") will be supplemented a minimum of four times per calendar year. H&H reserves the right to refuse to accept any applicant for Membership, for any reason in our sole discretion.
2. **Annual membership; Fees.** Membership is on an annual basis, beginning on the day that full payment of all Membership fees is received by Henslee & Huguely LLP ("H&H", "we" or "us"). At the conclusion of one year of membership, your account will be discontinued unless you elect to renew the Membership for another year by paying the then required annual fees. Payment of further annual fees shall be sufficient for renewal and no additional application shall be required; provided however, H&H may in its discretion require a new application if it determined in its discretion that an amended or updated application is necessary. Membership fees are non-refundable; provided however, H&H reserves the right to discontinue this Membership program at any time for any reason, without notice, and in such event a pro-rated refund of previously paid Membership fees will be made.
3. **Contacts.** By providing the address(es) (including e-mail), phone numbers(s), and fax number(s) above, you hereby give H&H express written permission to contact you at each number or address to inform you, at our discretion, when new materials are available online or for other purposes related to your Membership.
4. **Relationship.** Your review of the Online Library does not create an attorney-client relationship. The materials are provided for general information and may not be applicable to a specific fact situation or jurisdiction and should not be relied on as the direct advice of counsel. Your review of the Online Library is not privileged and H&H undertakes no duty of representation by providing the Online Library. However, should you elect to utilize the telephone advice services provided under the Membership, an attorney-client relationship may be created, and is subject to the following:
 - a. The scope of our representation is limited solely to the matter discussed and extends to no other matters affecting the club, resort or business.
 - b. The term of the representation is limited solely to the time provided for herein, i.e., one hour per quarter of your Membership. H&H undertakes no duty to extend representation for matters discussed beyond this specific time frame. If you wish to extend such representation beyond this limited term, and if we elect to accept such representation, you will execute a separate engagement letter and agree to pay separately for such representation at rates agreed upon by you and H&H at such time.

- c. Our client is the Member, i.e., the club, resort or business on whose behalf this Membership is purchased. We do not represent the specific individual who may be contacting us regarding a particular issue, and any advice we provide will be intended for the best interests of the Member, and the Member only. No third party beneficiaries to this representation are intended or created herein.
- d. H&H may terminate this representation at any time or refuse to provide telephone advice as described herein for any reason, including but not limited to conflicts of interest, subject matter that we determine to be inappropriate or beyond the scope of our services, and incompatibility with the Member. In such event, we will refund a pro-rated portion of the Membership fees as we determine in our discretion.
- e. This agreement is subject to the laws and jurisdiction of the state of Texas. The State Bar of Texas describes the duties that an attorney owes a client and explains what a client can do if a rule of professional conduct has been violated. For more information regarding the professional conduct of attorneys, please visit the State Bar of Texas website at www.texasbar.com.

By signing below, you agree to the membership policies stated above and agree that the terms of this Membership may not be added to, amended, or contradicted in any way by evidence of prior, contemporaneous, or subsequent oral agreements of any kind, and acknowledge there are no unwritten oral agreements of any kind.

Signature

Date

Title

Club, Resort or Business

Return application to:

**Henslee & Huguely LLP
911 Creekdale Drive
Richardson, TX 75080**

H&H Contacts

Tom Henslee
tom@hhclublaw.com
214-538-3914

Rand Huguely
rand@hhclublaw.com
972-814-1049

Dick Cassidy
dick@hhclublaw.com
214-356-4228
