## AUTHORIZATION FOR UNPAID OBLIGATIONS TO EMERALD BAY MUD ("MUD") TO BE PAID FROM CLUB MEMBERSHIP FEE

I/We, the owner(s) of the property located at \_\_\_\_

having paid a membership fee to the Emerald Bay CLUB ("CLUB"), a portion of which is retained by the CLUB to ensure payment of my/our obligations to the CLUB, hereby consent to and authorize the following:

- Whenever the CLUB prepares a final settlement statement of the refundable portion of my/our membership fee, the CLUB is authorized to give the MUD notice that a final statement has been prepared;
- 2. Upon receipt of notice that a final settlement statement has been prepared, the MUD is authorized to send a statement to the CLUB of any obligation which I/We owe the MUD;
- 3. The CLUB is authorized to use the refundable portion of my/our membership fee, first, to pay any obligation owed to the CLUB and second, to pay any obligation which I/We owe to the MUD outlined in the statement from the MUD to the CLUB. If the refundable portion of the membership fee is not sufficient to pay the final CLUB bill and the final MUD bill then the CLUB bill shall be paid in its entirety before anything is paid to the MUD and I/We shall be responsible for the payment of any remaining obligation;
- The CLUB is authorized to retain the refundable portion of my/our membership fee for 90 days or until the written notice that the final MUD bill has been paid and after all obligations to the CLUB have been paid;
- 5. Any dispute which I/We may have with the MUD regarding the amount owed to the MUD or paid to the MUD shall be resolved directly with the MUD. I/We hereby release the CLUB for any liability for actions taken in good faith pursuant to this Authorization;
- 6. Nothing contained in this Authorization shall excuse the timely payment of any obligation which I/We owe to the CLUB or the MUD.

Date

Property Owner Name (Print)

Property Owner Signature

Property Owner Name (Print)

Property Owner Signature