

## MEMBERSHIP APPLICATION AND AGREEMENT

🗆 Mr. 🗆 Mrs. 🗆 Ms. 🗆 1	Dr.
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Primary Applicant		
Preferred Name	Jı	. Sr. Date of Birth / /
Home Address		
City		State Zip
Home Phone	Cell Phone	Personal e-mail
Marital Status 🛛 🗆 Si	ingle 🛛 Married	Wedding Anniversary Date / /
Driver's License ∦		State
Business Name		Type of Business
Title		Length of Employment (yrs.)
Business Address		
City		State Zip
Business Phone	Business Email	Cell Phone
Please send Club emails to	this address	Golf Shirt Size Handicap
		□ Mr. □ Mrs. □ Ms. □ Dr.
Preferred Name	Ţı	. Sr. Date of Birth/
Driver's License ∦	·	_ State Cell Phone
		Business Name
Type of Business	Title	Length of Employment (yrs.)
Business Address		
City		State Zip
	Business Email	
		Golf Shirt Size Handicap
DEPENDENTS are unma		ler 23 attending college} residing with the Primary Applicant and Spouse/ cant and the Spouse/Spousal Equivalent shall be collectively referred to herein as
<b>Spousal Equivalent, if app</b> "Applicant").	ependents as indicated below.	No, Applicant does not have qualified dependents.
<b>Spousal Equivalent, if app</b> "Applicant").	ependents as indicated below.	<ul><li> No, Applicant does not have qualified dependents.</li><li>Date of Birth Charge Privileges</li></ul>
Spousal Equivalent, if app "Applicant"). Yes, Applicant has d Name(s)	ependents as indicated below.	Date of Birth Charge Privileges
Spousal Equivalent, if app "Applicant"). Yes, Applicant has d Name(s)	-	Date of Birth  Charge Privileges   /  Son  Daughter  Yes

#### MEMBERSHIP INFORMATION

Applicant received and accepted an invitation to Membership from current Member(s)

 $\hfill\square$  Applicant is applying for Membership without a Member Sponsor

Understanding any Membership offer and/or special benefits associated with Applicant's invitation to Membership and referenced in the Addendum attached hereto, Applicant now submits this Application and Agreement for the following Membership category:

Category of Membership \_\_\_\_\_\_ Initiation Fee \$ \* \_\_\_\_\_ Current Monthly Dues \$ \* \_\_\_\_\_ Applicant understands that no portion of the Initiation Fee is refundable and Applicant's membership is nontransferable.

\* The "Initiation Fee" amount written above is the actual amount paid by Applicant (or if paying in installments, the total amount required to be paid by Applicant in accordance with the terms of Applicant's promissory note or installment payment agreement). \*\*Applicable sales tax, if any, not included.

#### **RECIPROCAL PROGRAMS** (Please initial next to YES or NO)

\_\_\_\_YES, Applicant elects to enroll in one or more of the following program options:

□ PREMIER (included in PREMIER Membership category and includes Palmer Advantage benefits)

GOLF MAGIC (available only to Members that have Premier Plus, Premier or Palmer Advantage benefits; current annual dues of \$120.00)

With such enrollment, Applicant acknowledges that Applicant has reviewed the terms, conditions and restrictions of the benefits related to the various Reciprocal Programs including, but not limited to, the terms and conditions available at <u>www.theclubatarrowcreek.com</u> as well as the terms and conditions related to the Palmer Advantage Network program, including Premier Plus and Premier benefits, which are available at <u>www.palmeradvantage.com</u>, and Applicant agrees to all such terms, conditions and restrictions as they may be amended, modified and/or discontinued from time to time. Applicant understands that Applicant shall be subject to payment of additional monthly upgrade dues and/or an annual upgrade fee (payable in advance for each 12-month period of enrollment in exchange for the Golf Magic program benefits), as applicable for each respective Reciprocal Program designated by Applicant above and each of which may be increased from time to time. Applicant agrees Applicant incurs at the participating clubs, if applicable. Applicant further agrees to conform to and be bound by the rules and regulations or other policies of any participating clubs, all of which may be amended or modified from time to time. Applicant acknowledges that participation in Premier Plus, Premier or the Palmer Advantage program is required in order to enroll in the Golf Magic program and corresponding benefits.

<u>NO</u>, Applicant is not interested in participating in any of the Reciprocal Programs at this time. Applicant understands that if Applicant decides to participate in any available program benefits in the future, Applicant may be required to pay the then current upgrade fee which is nonrefundable and subject to future increases.

#### **OPTIONAL CLUB SERVICES**

The following optional services and programs are available at the Club. Additional fees and terms may apply, please ask the Club's Membership Director for more information on how to add these services or programs to your membership:

Men's Golf Association
 Men's Locker Rental
 Ladies Nine-Hole Association
 Women's Golf Association
 Women's Locker Rental

Bag Storage
Shoe Club
Junior Golf Program
Trail fee/Cart Plan
Bill for GHIN - Women/Men

□ Hole-In-One Club

; or

### PAYMENT OF MEMBERSHIP ACCOUNT

I/We would prefer monthly statements to be mailed to:  $\Box$  Home

□ Business □ E-mail

Applicant understands that payment of Applicant's membership account, including all dues, fees and other applicable charges, shall be due upon receipt of the monthly statement, and if accepted for membership, Applicant agrees to pay the account in full when due by cash, check or ACH payment (in the event Applicant elects to have automatic ACH payments each month, Applicant must complete the attached ACH payment form). Applicant understands that a late charge up to the maximum amount allowable by law, or other penalties, may be assessed for past-due accounts as provided for in the Membership Bylaws and/or Rules and Regulations of the Club, as amended from time to time. In addition to late fees, penalties may include, but are not limited to suspension of Club privileges and/or expulsion from membership. Applicant agrees to maintain a valid major credit card on file with the Club at all times, and in the event that Applicant's account becomes more than ninety (90) days past due, Applicant hereby authorizes the Club to bill the card number on file. Payments on delinquent accounts shall be applied first to reduce late charges, then to reduce accrued dues and food & beverage charges (with the payment applied to reduce the oldest past due balances first), and then to any other charges. Any fees assessed for untimely payment of any applicable dues, fees or charges will appear on Applicant's statement. Applicant agrees to pay all reasonable attorneys' fees, investigator fees, and costs in the event this account is turned over for collection.

#### MEMBERSHIP POLICIES

If accepted into membership, Applicant agrees to conform to and be bound by the enrollment terms contained herein, the Membership Bylaws, the Rules and Regulations, and written membership policies of the Club ("Membership Documents") as they may be amended from time to time. Applicant further understands that agreeing to be bound by the Membership Documents is a part of Applicant's agreement for membership privileges with the Club. Applicant specifically understands this membership is not divisible. Applicant hereby acknowledges receipt of a copy of the Membership Bylaws and/or the Rules and Regulations of the Club.

APPLICANT ACKNOWLEDGES THE MEMBERSHIP DOCCUMENTS PROVIDE THE DETAILS REGARDING THE CLUB'S MEMBERSHIP POLICIES, INCLUDING, BUT NOT LIMITED TO, PROVISIONS IN THE EVENT OF DIVORCE, FOR ARBITRATION OF DISPUTES, RESIGNATION, THE REDEMPTION OF MEMBERSHIPS BY THE CLUB IN ITS SOLE DISCRETION, FINANCIAL OBLIGATIONS OF MEMBERS, DISCIPLINARY ACTION, AND RELEASE OF LIABILITY FOR PERSONAL INJURY AND THEFT. APPLICANT HEREBY AGREES TO ALL SUCH PROVISIONS CONTAINED IN THE MEMBERSHIP DOCUMENTS AS EACH MAY BE AMENDED FROM TIME TO TIME.

IN ADDITION, APPLICANT HEREBY FULLY RELEASES AND DISCHARGES THE CLUB, THE OWNER AND THE MANAGER AND THEIR RESPECTIVE EMPLOYEES, AGENTS, SHAREHOLDERS, MEMBERS, MANAGERS, AFFILIATES AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES) FROM ANY LIABILITY, INJURY, LOSS, DAMAGES OR CLAIMS (COLLECTIVELY, THE "CLAIMS") ARISING FROM APPLICANT'S USE OF THE CLUB'S FACILITIES, EVEN IF SUCH CLAIMS ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE RELEASED PARTIES.

By providing the address(es) (including e-mail), phone numbers(s), and fax number(s) above, Applicant hereby gives the Club Applicant's express written permission to contact Applicant at each number or address in accordance with the terms and conditions of the Club's *Privacy Policy*, a copy of which is available on the Club's website. Applicant acknowledges that the Club values Applicant's right to privacy. Applicant understands that Applicant can revoke this consent at any time by contacting the Club in writing.

Applicant, on behalf of Applicant, Applicant's spouse and eligible dependents, if applicable, grant the Club the right to take photographs (or to arrange to have photographs taken) of Applicant, Applicant's spouse and eligible dependents and authorize the Club to use and publish the same in print and/or in electronic format, and Applicant further agrees that the Club may use such photographs of Applicant, Applicant's spouse and eligible dependents and/or the image(s) and/or likeness of Applicant's spouse and eligible dependents, if applicable, including Applicant's image(s) and/or likeness and/or the image(s) and/or likeness of Applicant's spouse and eligible dependents, with or without identifying the name(s) of the person(s) in the photograph, without compensation, for any lawful purpose, including, but not limited to, publicity, illustration, advertising and web content.

Applicant agrees the terms and conditions of 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.

If this Membership Application and Agreement is made by both Primary Applicant and Spouse/Spousal Equivalent, both must sign below and by doing so, both agree that the membership will be issued in both names upon approval. Further, both warrant and represent that Applicant holds a marriage license, or a certificate of domestic partnership or civil union, which evidences Applicant's existing spousal relationship. If Applicant does not hold one of the above, Applicant acknowledges that the Club may require the execution of a separate spousal relationship statement or affidavit.

Applicant authorizes the Club to check Applicant's credit and employment history, in accordance with applicable law, and to obtain such information as Club deems necessary to accept Applicant's application and to extend credit to Applicant under Applicant's membership account at the Club. Applicant understands and agrees that 30-day written notification sent via certified mail or e-mail to the Club Manager or Membership Director is required for resignation of membership from the Club, and Applicant further agrees to pay all charges, dues, and/or fees incurred during the 30-day period following notice of such resignation.

By signing this Membership Application and Agreement, Applicant is applying for membership at the Club and affirms that Applicant understands the terms of this Membership Application and Agreement.

\_\_\_\_\_ I/We understand Assessments and Food Minimum will not apply to my membership.

\_\_\_\_\_ I/We understand that I/We must remain a member in good standing of the Club (and pay all dues, charges and fees) and in the Category of Membership listed on the application, for a minimum of 12 months from the first day of dues billing. I/We understand that if I/We fail to remain a member in good standing or in any other way resign prior to 12 months from the date of this application, I/We will be obligated to pay any dues amount for the months remaining under contract, or transfer the membership through sponsorship. Membership Category dues are guaranteed for the first 12 months.

\_\_\_\_\_ I/We acknowledge that a 60-day written notice is required to request termination or change of membership status. I/We understand that written requests must be made to the attention of the Membership Director and the 60 days will begin upon receipt.

Primary Applicant's Signature

Date

Spouse/Spousal Equivalent's Signature

Date

# CREDIT CARD FORM AUTHORIZATION

By providing the credit card authorization below, I/we, as the cardholder(s), hereby authorize the Club to charge my/our credit card indicated below to pay (i) the corresponding one-time initiation payment, if any, including any applicable taxes, associated with my/our membership as of the date hereof, (ii) the corresponding prorated dues rate associated with my/our membership for the first month of membership, and (iii) any delinquent balance(s) associated with my/our membership, including any dues, fees, charges and applicable taxes, in full, in the event such balances become delinquent or past due (collectively, "Club Payments").

I/We further agree that the authority granted herein shall remain in full force and effect until the Club has received thirty (30) days' written notice from me/us of its revocation and shall automatically renew and extend to the payment obligations contemplated hereunder for each subsequent month or year, as applicable, regardless of any customary dues or fee increases, unless terminated earlier in accordance with the terms herein.

I/We agree to maintain a major current major credit card on file with the Club at all times. I/We understand if any amounts are rejected by the credit card company, I/We agree that a late charge up to the maximum amount allowable by law, or other penalties, may be assessed for past-due accounts as provided for in the membership Bylaws and Rules and Regulations of the Club, as amended from time to time. In addition to late fees, penalties may include, but are not limited to suspension of Club privileges and/or expulsion from membership. Payments on delinquent accounts apply first to reduce later charges and accrued dues, then to food and beverage charges, then to any other charges. I/We agree to pay all reasonable collection fees, attorneys' fees, investigator fees, and any other costs in the event this account is turned over for collection.

I/We hereby authorize the Club to submit my/our Club Payments to my/our credit card(s) indicated below. This authorization shall remain in effect until revoked in writing and delivered to the Club.

	□ MasterCard	🗆 Visa	□ American Express	
Credit Card Num	ber:		Expiration Date:	
Cardholder Name	::			
Signature:			Date:	
Signature:			Date:	
	□ MasterCard	🗆 Visa	□ American Express	
Billing Address:				
City:		State:	Zip:	
YES, ple I understo	ease add me to Auto Pa	ay utomatically charged each Auto Pay.	month for the amount owed on my statement. each month.	
Member Numb	er:			

## AUTHORIZATION AGREEMENT FOR DIRECT DEBITS AND CREDITS MADE BY AUTOMATED CLEARING HOUSE ("ACH")

I/We hereby authorize the Club to initiate credit and/or debit entries to my/our depository account at the financial institution named below, hereinafter called the "Depository". I/We acknowledge that the origination of ACH transactions to my/our account must comply with the provisions of U.S. law, and that such transactions will be used to settle my/our monthly billing statements, which will vary in amount and will consist of (a) monthly membership dues, (b) usage charges and fees for goods and services utilized or consumed at the Club or at participating reciprocal clubs, (c) additional fees, dues or charges for any upgrade benefits in which I/we have chosen to participate, (d) installments payable towards my/our Club initiation payment, if applicable and if I/we elected to finance such initiation payment, (e) late fees and charges payable in accordance with the Club's Membership Bylaws and billing policies, and (f) and other fees or charges which would commonly be billed to my/our membership account based on my/our authorization or usage. Not all financial institutions participate in ACH transactions; if my/our Depository does not participate, I/we will not be eligible for this service.

Depository Name	Branch			
	_ State Zip			
Routing Number(9 digit number at bottom left of check/deposit slip)	Account Number (number to right of routing number)			
Type of account (circle one):	Checking Account Savings Account			
A voided check or deposit slip <u>must</u> be returned with this signed form.				
Your account will be drafted on the of each month.				
(NOTE: when the falls on a holiday or wee	ekend, draft will occur on the following business day)			
This authorization shall remain in full force and effect until the Club has received written notification from me/us of its termination in such time and in such manner as to afford the Club and the Depository a reasonable opportunity to act on it. I/We acknowledge that the Club reserves the right to discontinue ACH service at any time.				
Name:(Please Print)	Member Number:			
Signature:	Date:			
Signature: (If Joint Account)	Date:			