

Member Name \_\_\_\_\_ Number: \_\_\_\_\_

## Second Club Membership Agreement

This Membership Agreement is entered into by and between Williams Golf & Country Club, Inc. and the undersigned Member.

### Background Statement

In consideration of Member's payment of the Membership Fees described below, and in further consideration of the mutual covenants set forth in this Agreement, the Club hereby grants to Member, and Member hereby accepts from the Club, membership at Williams Golf & Country Club, on the following terms and conditions:

### Terms and Conditions

1. Type of Membership

Club hereby grants to Member a membership of the type and in the classification specified on Exhibit A attached to this Agreement. The membership shall afford to Member the rights and privileges of such membership classification as set forth in the specific membership program. All members are subject to the terms and conditions set forth herein, or as they may be amended by the Club from time to time, and understand that membership in the Club is subject to suspension or termination for failure to abide by the terms and conditions contained in the Membership Agreement, or amendments to the same as may occur from time to time.

2. Term of Membership

The membership shall commence on the date of execution of this Membership Agreement by Member and by the Club, payment in full of the Initiation Fee set forth on Exhibit A. The Club reserves the right to return Member's funds and cancel this Agreement if the prospective member fails to satisfy any such condition of membership. Membership shall automatically renew each yearly anniversary date of the resignation within (30) days of the yearly anniversary date, or unless the membership is recalled or terminated by the Club, as set forth herein.

3. Membership Fees

Member acknowledges that the Initiation Fee shall be due and payable in full upon execution this Membership Agreement or as otherwise set forth on Exhibit A to this Membership Agreement. Member acknowledges that membership is subject to payment of periodic dues and such other fees and charges as the Club may establish, all of which are subject to change from time to time. Member agrees to be responsible for all charges incurred by Member's authorized users and guests, including spouse, child, or any guest, in their use of the Club facilities, goods purchased from, or services rendered by, the Club.

Member agrees to pay all Membership Fees on or before the due date thereof. Member understands that delinquency in paying any amounts due may result in late charges, interest on the amount past due until paid at a rate determined by the Club (not to exceed 18% per annum), suspension or termination of membership privileges, and expulsion as a member. Member further agrees that if he or she is delinquent in paying any amounts due, the Club shall be entitled to recover from Member late charges, interest, and all costs and expenses which it reasonably incurs in attempting to collect the past due amounts, including attorneys' fees and court costs, whether or not suit is filed. The remedies provided herein are not exclusive and the Club shall have such other remedies as may be provided by law. The Club may exercise its rights in such order as it deems appropriate and the exercise of one right or remedy shall not constitute the waiver of any other.

4. Assumption of Risks and Indemnification.

- (a) In consideration of the membership and as a condition of the membership, Member agrees to all risks associated with the use of the Club Facilities and agrees to release the Club from and indemnify the Club against any and all losses, expenses, liens, claims, demands, and causes of action of every kind and character for death, personal injury, property damage or any other liability, damages, fines, or penalties, including costs, attorneys' fees and settlements, whether or not based on the acts or omissions of the Club, resulting from, arising out of or in any way connected with the use of the Club Facilities by Member, Member's authorized users, and guests, or if Member is a legal entity, by its approved designee(s), their authorized users, and guests, except to the extent that the same are the direct result of the gross negligence or willful misconduct of the Club or their employees. As used in this paragraph, "Club" shall include Williams Golf & Country Club and its members, and the heirs, successors, assigns, officers, directors and employees of Williams Golf & Country Club and its members, and all persons, corporations, partnerships, and other entities with which it is or may in the future become affiliated. This paragraph shall survive the termination of this Agreement with respect to any property damage, personal injury, or death occurring prior to such termination.
- (b) Member, as a condition of the membership, each of Member's designees, if Member is a legal entity, and their respective authorized users and guests, as a condition of invitation to use the Club Facilities, assume sole responsibility for their personal property. Member acknowledges and understands that the Club shall not be responsible for any loss or damage to any personal property which Member or Member's approved designee(s), or their respective authorized users or guests, may use or store on the Club premises, whether in lockers or elsewhere. Member also acknowledges and understands that he or she shall be liable for any property damage or personal injury occurring on the Club premises, or at any activity or function which the Club operates, organizes, arranges, or sponsors, whether or not on the Club premises, which Member or Member's designee(s), or their respective authorized users or guests, may cause. If Member or Member's designee(s) arrange or sponsor any activity or function on the Club premises, Member shall be responsible for any such damage or injury even if Member did not cause such damage or injury. Member agrees that the Club may charge the cost of any such damage to his or her club charge account or designated credit card.
- (c) The club does not assume any responsibility nor accept any liability for the acts of omissions of any association using the Club facilities.

5. Arbitration

Any controversy arising out of or relating to the Terms and Condition of any Member's membership

shall be settled by binding arbitration administered by the American Arbitration Association (AAA). Any judgement rendered upon an award determined by the Arbitrator(s) may be entered in any court having jurisdiction over the controversy. The party initiating the Arbitration shall be responsible to give written notice to the other party by providing a specific statement settling forth the nature of the dispute, the amount in the controversy, and the remedy sought. The initiating party shall be responsible for all filing requirements and the payment of fees required by the American Arbitration Association. The Arbitrators(s) shall award to the prevailing party all reasonable costs and expenses as determined by the Arbitrator(s). The consideration of the parties to be bound by Arbitration is not only the waiver of trial by jury, but also the waiver of any rights to appeal the arbitration judgement.

6. Notices

Expect where otherwise clearly specified herein, whenever any notice, statement, billing, or other communication is required or permitted to be given a Member under these terms, it shall be given in writing and shall be sent by mail, postage prepaid, addressed to such Member's last known address on file in the office of the Club. Any notice, statement or billing or other communication so sent shall be deemed to have been given and received on the third business day following the date of its deposit in the United States Mail. It shall be the sole responsibility of the Members to advise the Club in writing of any change in address.

7. Divorce

In the event a membership of any class or category is held by persons in a spousal relationship and the couple is subsequently separated or divorced, all rights, benefits and obligations of the Club membership shall be rewarded to one (1) spouse as set forth in the separation agreement, divorce decree or equivalent court order. Otherwise, insofar as a membership in any class is not divisible, the membership shall continue in the name of the spouse set forth in the membership agreement. If both spouses are listed in the membership agreement, the Club, in its sole discretion, may suspend all membership privileges until a written agreement is reached by the couple or order of the court awards the membership to one of the parties. The other party can then apply for membership in the same manner as any new candidate for membership.

8. Transfers and Assignment of Membership

Member acknowledges that the membership conferred hereunder may not be pledged or assigned and is not transferable.

9. Additional Terms and Conditions

Additional terms and conditions applicable to Member and the membership issued hereunder are set forth on Exhibit A to this Membership Agreement and incorporated by this reference.

MEMBER ACKNOWLEDGES THAT HE OR SHE IS ACQUIRING A MEMBERSHIP FOR THE SOLE PURPOSE OF OBTAINING SOCIAL and/or GOLF BENEFITS AND RECREATIONAL USE OF THE CLUB FACILITIES AND NOT AS AN INVESTMENT OR WITH ANY EXPECTATION OF MAKING A PROFIT FROM THE OWNERSHIP OR FUTURE TRANSFER OF THE MEMBERSHIP.

This Membership Agreement shall not be binding upon the Club unless and until the approved and accepted on behalf of the Club as evidenced by its signature below.

IN WITNESS WHEREOF, the Club and Member have caused this Agreement to be executed on their behalf as of the date of acceptance by the Club set forth below.

Williams Golf & Country Club, Inc.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Member

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**EXHIBIT "A"**  
**Additional Terms and Conditions**

The following additional terms and conditions shall be a part of that Membership Agreement between Williams Golf & Country Club and the undersigned Member and shall control over any inconsistent provisions in such Agreement:

1. **Membership Classification**

The membership granted hereunder is:

Second Club Membership – Annual Dues: \$300.00

2. **Membership Contribution**

The membership elected above is subject to; initiation fee, **annual/monthly dues**, and a loyalty agreement with a term of twelve (**12**) months.

The Initiation Fee for the membership shall be: \$2000.00

This amount is attested for by the following: \_\_\_\_\_ WG&CC Representative \_\_\_\_\_ New Member

3. **Food & Beverage Minimum**

Member agrees to spend a minimum of \$80 per month in food and beverage, excluding alcohol. If member does not fulfill \$80 in food and beverage for required months, the difference will be applied to the member's account in which to reach \$80.

4. **No Vested Interest**

Member acknowledges that in acquiring a membership, Member acquires only a non-exclusive license to use the Club Facilities in accordance with this Agreement. Member acknowledges that he or she acquires no ownership or vested rights in or to the Club Facilities nor any right to participate in the management or control of the Club Facilities. No member shall have any right to share in or designate the use of revenues, receipts, income or profits from the operation of the Club. Members are not responsible for the debt of the Club.

5. **Transfer, Recall, Resignations**

Member acknowledges that the membership granted is personal to Member and is not transferable. The member acknowledges that the membership hereunder is subject to recall by the Club. The Club shall provide Member with at least 90 days' notice prior to the effective date of any such recall. Upon the Club's recall of such membership, Member shall be entitled to a prorated refund of annual dues paid, as set forth in this Agreement, less any outstanding fees, dues or other charges owing on account of such membership.

**Williams Golf & Country Club**

**Member**

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## **Member Information**

First Name: \_\_\_\_\_ Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Email: \_\_\_\_\_

### **Residence Address**

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

## **Dependent Information**

Dependents are immediate family (wife and/or children) listed under your member number that has access to use your account for any/all charges in your absence. This person/s will be billed directly to your member account but will also have their own account solely for recording transaction history.

### **Dependent 1**

First Name: \_\_\_\_\_ Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Email: \_\_\_\_\_

### **Dependent 2**

First Name: \_\_\_\_\_ Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Email: \_\_\_\_\_

### **Dependent 3**

First Name: \_\_\_\_\_ Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Email: \_\_\_\_\_

### **Dependent 4**

First Name: \_\_\_\_\_ Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Email: \_\_\_\_\_

### **Billing Information**

The Social Membership is responsible for the following fees:

- Social Fee \$35/year
- Driving Range \$60/year (plus tax)
- WMGA \$45/year
- Xmas Fund \$50/year – October

Optional Membership Fees:

- ☐ Bag Storage \$80/year (plus tax)
- ☐ Storage Locker \$60/year (plus tax)
- ☐ Wine Locker \$600/year or \$50/month (plus tax)

Would you like WG&CC to auto-bill a credit card of your choice at the beginning of each month?

☐ Yes ☐ No

Payment will be ran on the 15<sup>th</sup> or next business day. There is a 3% credit card convenience fee.

If yes, please fill out the below information.

#### **Credit Card Information:**

Name (as it appears on the card): \_\_\_\_\_

Number: \_\_\_\_\_ Exp Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ CVC Code: \_\_\_\_\_

Type: ☐ Visa ☐ Mastercard ☐ American Express ☐ Discover ☐ Other: \_\_\_\_\_

I, \_\_\_\_\_, hereby allow Williams Golf & Country Club to pay my statement balance in full with the provided credit card.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_