

# **Forty Niner Country Club** Golf Membership Application and Agreement FITNESS AND POOL MEMBERSHIP- FAMILY

	Member #			
Personal Information				
Applicant's Last Name	First Name	Middle Initial	D.O.B.	
Address	City	State	Zip	
Home Phone	Cell Phor	e Cell Pl	none Provider	
Email Address	Spouse/Secondary Email Address			
Family Information – S	pouse and dependent u	nmarried children under the	e age of 21	
Spouse's Name	D.O.B	Child Name	D.O.B	
Child Name	D.O.B	Child Name	D.O.B	
Child Name	D.O.B	Child Name	D.O.B	
Payment Authorization	. I hereby request that all	dues, fees and charges be:		
issued to me and agree Club's attention. I unde	that all disputes on my c erstand that I am obligate le for any amounts that an Visa/MasterCa Amex Discover	and hereby authorize such bi credit card account relating to d to keep a valid approved cr re not paid by the credit card o rd	the Club will be promptly edit card on file with the Cl company.	brought to the ub at all times
Withdrawn	automatically from my b	anking institution via electron	ic funds transfer(EFT)	
Routing number	Bank Account nun	nberE	Bank Name	
fees, to the credit listed a	ibove,	Pay, whereby the Club will au Date:		vments, dues, or

I hereby acknowledge that in the event any amounts owed are not timely paid by the credit card company listed above, I will directly pay such amounts upon notice from the Club. I will be considered delinquent if such amounts are not paid within ten (10) days from the date written notice and will be subject to a late payment charge equal to the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the maximum amount that may be contacted for, taken, reserved charged, or received under applicable law. A late charge inadvertently collected in excess of the maximum amount allowed by law will be credited to any outstanding amount on your account or refunded if no amount remains unpaid on your account. This late charge will accrue from the date of the written notice until the account is paid in full. I acknowledge that the Club may take whatever action it elects to effect collection, including without limitation, suspension or termination of my membership or legal action, and I will be liable for all cost and for any expenses of such legal action and reasonable attorneys' fee, including any fees required in connection with appellate proceeding.

Initials \_\_\_\_\_

## Membership and Term.

## Fitness and Pool Membership- Family

This Membership Application and Agreement provides the Applicant only (subject to condition of the acceptance by MACCO LLC of Applicant's Membership Application and Agreement, hereinafter referred to as the <u>"Member"</u> or <u>"Applicant"</u>), a revocable license to use the amenities of the Club as long as Member is an active monthly dues paying Member from the date of the issuance of such Member's Club membership (the <u>"Term"</u>).

#### Member.

Includes the following: Applicant, Spouse and dependent unmarried children under the age of 21.

#### Member Privileges.

- (a) Course privileges Discounted Rates apply. tee time availability permitting.
- (b) Range privileges Discounted Range Plan 20% off range balls.
- (c) Fitness privileges Full Use. Personal Trainer charges additional. Age restrictions apply.
- (d) Unlimited group fitness classes. Based on space available. 7 Days advance reservations.
- (e) Pool privileges Full Use. Seasonal Hours Apply. Age restrictions apply.
- (f) Grill discount 10% off Food Purchases only.
- (g) Golf Shop discount 20% off Regular price.
- (h) Up To 7 day advance tee times -2 tee times per hour are reserved for non-member play.
- (i) Eligible to participate in Member Only Social and Dining Events
- (j) Guests will be eligible for applicable Guest Rates.

# Member Costs.

- (a) Initiation fee. Currently being waived
- (b) Monthly dues \$79.00+tax
- (c) \$5.00 fee for loss of fitness center access card, or failure to return at the end of membership.

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Initials_____
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This Membership is subject to Member's strict compliance with the then current membership bylaws, rules and regulations (collectively, whether one or more, the "Bylaws") and as such Bylaws may be amended or modified, from time to time, at the sole and absolute discretion of MACCO LLC its successors and assigns.

A copy of the Bylaws can be provided upon request. Initials \_\_\_\_\_

# **Fitness and Pool Golf Family Membership**

Membership Number: \_\_\_\_\_ Membership Start Date: \_\_\_\_\_ Membership Expiration Date: N/A – pays monthly dues Membership Term: N/A – pays monthly dues

# **Applicant:**

First Name and Last Name – Please Print

Signature

Date

# Accepted by Club Owner:

MACCO LCC, d/b/a Forty Niner Country Club

By: \_\_\_\_\_

Its: \_\_\_\_\_