

# **Forty Niner Country Club** Golf Membership Application and Agreement GOLF & FITNESS MEMBERSHIP

Member #\_\_\_\_\_

Applicant's Last Name	First Name	Middle Initial	D.O.B.	
Address	City	State	Zip	
Home Phone	Cell Phone	e Cell Ph	none Provider	
Email address	Spouse/Secondary Email Address			
Family Information – Sp	pouse and dependent un	married children under the	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 o	dues, fees and charges be:		
issued to me and agree to Club's attention. I under and that I am responsible	that all disputes on my cr rstand that I am obligated		he Club will be prom dit card on file with th	ptly brought to the e Club at all times
Withdrawn a	nutomatically from my ba	nking institution via electronic	c funds transfer(EFT)	
Routing number Name		count number	Bank	

*I hereby understand that I am signing up for AutoPay, whereby the Club will automatically charging all payments, dues, or fees, to the credit listed above,* 

Cardholder Name (Print): \_\_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

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.

# Golf & Fitness Family Membership

\_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 Unlimited Green Fees AFTER 2:00pm October-May, and after 12:00pm June-September tee time availability permitting.
- (b) Discounted Rates apply prior to 2:00pm October-May, and after 12:00pm June-September
- (c) Range privileges Included
- (d) Fitness privileges Full Use. Personal Trainer charges additional. Age restrictions apply.
- (e) Unlimited group fitness classes. Based on space available. 7 Days advance reservations.
- (f) Pool privileges Full Use. Seasonal Hours Apply. Age restrictions apply.
- (g) Grill discount -10% off Food Purchases only.
- (h) Golf Shop discount -20% off Regular price.
- (i) Up To 7 day advance tee times -2 tee times per hour are reserved for non-member play.
- (j) Eligible to participate in Member Only Social and Dining Events
- (k) Guests will be eligible for applicable Guest Rates.

### Member Costs.

- (a) Initiation fee. There are currently no initiation fees being charged
- (b) Monthly dues \$149.00+tax
- (c) Annual cost (walking) N/A pays monthly dues
- (d) Cart fees additional charge after 2:00pm/12:00pm respectively choose cart plan below.
  - \_\_\_\_ \$17 +tax per rider per 18 holes or \$9 +tax per rider per 9 holes
  - \$99 +tax per rider per month unlimited single, or \$175+tax per month unlimited family
  - \$950 +tax per rider per year- \$1,499+ tax per year for family
    - \$600 +tax Trail Fee Private Cart Use See Attached Private Cart Agreement
- (e)  $\overline{\$5.00}$  fee for loss of fitness center access card, or failure to return at the end of membership.

Initials\_\_\_\_

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.

Initials \_\_\_\_\_

# **Golf & Fitness 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: \_\_\_\_\_