



Club Use Only:
Member # _____
Will Begin: _____
Monthly Dues of: _____

TIMBERCREEKGOLF CLUB
Membership Application & Agreement

Date: _____

Name: _____ DOB: _____

Residence Address: _____

City: _____ State: _____ Zip: _____

Cell Phone #: _____ E-mail: _____

Spouse Name: _____ DOB: _____

Cell Phone #: _____ E-mail: _____

Additional Name: _____ DOB: _____

Cell Phone #: _____ E-mail: _____

I am respectfully submitting application for membership at TimberCreekGolf Club for the following Membership Classification:

- Platinum Individual - \$349/Month or \$4,000 Annually
- Platinum Family - \$449/Month or \$5,200 Annually
- Youth Membership - \$119/Month or \$1,250 Annually
- Social Membership - \$49/Month or \$500 Annually

Golf Memberships include unlimited driving range, cart fees, green fees, & trail fees, include access to all member social events, preferred reservations, plus a 10% discount on non-sale merchandise.

Social Memberships include access to all member social events, preferred reservations, and a 10% discount on food.

All memberships have a \$149/quarter F&B Minimum

Annual Dues: \$ _____

Monthly Dues: \$ _____

Upon acceptance of application for membership, as a Member of TimberCreekGolf Club, I hereby request for my monthly membership dues and charges to be collected by TimberCreekGolf Club by the following:

Bill my credit card: Card # _____ Exp. Date _____ CVV: _____

Billing Zip Code _____

VISA _____

MC _____

AMEX _____

ACH Bank Draft with Dwolla: You will access registration through your member portal. We are happy to assist with ACH setup. Once your information is entered, it requires you to validate the account by checking the micro deposits in your bank account before ACH is activated.

Cash or Check

If you choose to use Credit Card for your membership billing, we will add a 3.5% convenience fee. There is no charge for ACH or payment with cash or check.

Additional Name: _____ DOB: _____

Cell Phone #: _____ E-mail: _____

Additional Name: _____ DOB: _____

Cell Phone #: _____ E-mail: _____

Additional Name: _____ DOB: _____

Cell Phone #: _____ E-mail: _____

Upon acceptance as a member, TimberCreekGolf Club requires new members to complete a Membership Agreement, which includes agreeing to the terms set forth in the Membership Policy and Club Rules before membership officially begins.

THIS MEMBERSHIP AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 20____ by and between TimberCreekGolf Club ("Club"), and _____ ("Member") for the term of one year.

PURPOSE AND INTENT

Club owns, operates and manages certain real property, and facilities known as TimberCreekGolf Club located in Daphne, AL. The facilities of the Club presently consist of an 18-hole golf course, a clubhouse with food and beverage facilities, a golf shop, and a driving range. (collectively, "Club Facilities").

Member wishes to acquire and Club desires to grant to Member a non-exclusive license to use all or a portion of the Club Facilities as a member of the Club upon payment of such membership fees as Club may establish from time to time. Such license shall be subject to the terms and conditions set forth in this Agreement, the Member's Application for Membership in TimberCreekGolf Club ("Application"), the Membership Policy of TimberCreekGolf Club, as in effect from time to time ("Membership Policy"), and the Club Rules of TimberCreekGolf Club as in effect from time to time ("Club Rules").

For and in consideration of Member's payment to Club of in further consideration of the mutual covenants set forth in this Agreement, Club hereby grants to Member, and Member hereby accepts from Club, membership in the Club on the following terms and conditions:

1. Class of Membership. Club Operator hereby grants to Member a _____ Membership, constituting a license to use all or a portion of the Club Facilities in accordance with the privileges of such class of membership as set forth in the Membership Policies.
2. Term of Membership. All memberships require a 12-month commitment from the start date of this Membership Agreement. Early termination is only available if a member moves more than 100 miles. Any other early termination for health reasons, family situations or for financial hardship will require approval from Management of the Club. All memberships will renew automatically on the day and month of the date on this agreement. To terminate membership, a member must provide a termination letter 30 days prior to renewal. This policy continues indefinitely.
3. Membership Fees. Member acknowledges and agrees to the membership dues. Member understands that the membership is subject to payment of the periodic dues and such other fees and charges as Club may establish pursuant to the Membership Policies (collectively, "Membership Fees"), 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 in their use of the Club Facilities. All dues are charged on the last day of the month for the future month. All other member fees for member charges are paid in arrears for the previous month. Membership Fees will not change for Members in their first 12-month commitment or during the paid term for an Annual Member. Any increase in membership fees will be announced at least 60 days prior to the increase.

Member agrees to pay all Membership Fees due on the 15th of each month by an automatic draft from a credit card or ACH or by the 15th if the member selects to pay by check. The club will email a statement to every member on the 1st day of each month. It is the Member's responsibility to make sure they receive a statement; the club will not mail statements. Member understands that delinquency in paying any amounts due will result in a \$100 late penalty on the 20th of the month the fees were due and each month the balance remains until the member account is current. Further measures for Member delinquency will be at the Club's discretion and will include but are not limited to suspension or termination of membership privileges, and expulsion from membership in the Club. Member further agrees that if Member is delinquent in paying any amounts due, Club shall be entitled to recover from Member late charges, and all costs and expenses which Club reasonably incurs in attempting to collect the past due amounts, including, without limitation, attorney's fees and court costs, whether or not suit is filed.

4. Receipt of Club Documents. By execution below, Member acknowledges receipt of the Membership Policies, Club Rules, Membership Benefits, and Current Rates and agrees to be bound by and comply fully with the terms and provisions of such documents, as they may be amended, and to be responsible for compliance by Member's family members and guests.

5. Assumption of Risks and Indemnification.

(a) In consideration of the membership and as a condition of using the Club Facilities, Member agrees to all risks associated with the use of the Club Facilities, including risks associated with use of or proximity to the golf course (e.g., being hit by a golf ball, struck by lightning, falling), and agrees to release and indemnify Club from and 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, without limitation, costs, attorney's fees and settlements, whether or not based on the acts or omissions of Club resulting from, arising out of or in any way connected with the use of the Club Facilities by Member, Member's family members, guests, approved designees, and their family members and guests. As used in this paragraph, "Club" shall include TimberCreekGolf Club and Bloom Golf Management, their respective directors, officers, shareholders, partners, members, agents, related companies, affiliates, predecessors, successors, assigns and employees, and all persons, corporations, partnerships and other entities with which they are or may in the future become affiliated. This paragraph shall survive the termination of this Agreement and Member's membership in the Club with respect to any property damage, personal injury or death occurring prior to such termination.

(b) Member, as a condition of the membership, and each of Member's 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 Club shall not be responsible for any loss or damage to any personal property which Member, Member's family members, guests, approved designees, or their family members or guests may use or store on the Club premises, whether in lockers or elsewhere. Member also acknowledges and understands that Member shall be liable for any property damage or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, which Member, Member's family members, guests, approved designees, or their family members or guests may cause. If Member arranges or sponsors any activity or function on the Club premises, Member shall be responsible for any such damage or injury even if such damage or injury was not caused by Member. Member agrees that Club may charge the cost of any such damage to Member's Club account.

6. No Vested Interest. Member acknowledges that in acquiring a general membership, non stockholder, Member acquires only a non-exclusive license to use all or a portion of the Club Facilities, in accordance with this

Agreement and the Membership Policies and in common with such other persons, including, without limitation, the general public, as Club may authorize from time to time. Member acknowledges that Member acquires no ownership or vested rights in or to the Club Facilities or Club, and does not have any right to participate in the management or control of Club or the Club Facilities.

7. **Transfer and Assignment of Membership.** Member acknowledges that the membership conferred hereunder may not be pledged or assigned and is not transferable, unless and except as otherwise specifically set forth in the Membership Policies.

8. Member Agrees to maintain a current email address on file with the club and to regularly check it and the club's website for news and information.

MEMBER ACKNOWLEDGES THAT MEMBER IS ACQUIRING A MEMBERSHIP FOR THE SOLE PURPOSE OF OBTAINING SOCIAL 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 Agreement shall not be binding unless and until the Member's Application is approved and accepted on behalf of Club as provided therein and this Agreement is executed below by Club.

IN WITNESS WHERE OF, Club and Member have caused this Agreement to be executed on their behalf.

CLUB:

TimberCreekGolf Club

Sign:_____

Print:_____

MEMBER:

Sign:_____

Print:_____

(Print Name)