

## The Oaks Course Membership Contract

This **CONTRACT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between The Oaks Associates, LP, dba The Oaks Course, a Georgia Limited Partnership, hereinafter named "**COURSE**" and \_\_\_\_\_, hereinafter named "**MEMBER**".

### W-I-T-N-E-S-S-E-T-H

In exchange for valuable consideration, and the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

- 1. MEMBERSHIP:** COURSE hereby grants MEMBER membership rights in and to the COURSE, subject to the terms and conditions set forth herein and such other rules and regulations as COURSE may from time to time promulgate.
- 2. PAYMENT:** In exchange for the membership rights and MEMBER'S timely acceptance of the offer to membership to COURSE, a one time non-refundable initiation fee of \_\_\_\_\_ is accepted. COURSE hereby allows member the revocable privilege of paying MEMBER'S \$ \_\_\_\_\_ annual dues monthly in accordance with the terms of this Agreement. MEMBER's failure, at any time, to promptly comply with his obligations hereunder shall entitle COURSE, without notice to MEMBER, to immediate payment of the entire outstanding annual dues. MEMBER shall promptly pay monthly dues, as set forth in paragraph 3, and charges as billed monthly. Dues and charges shall be paid only by bank draft or credit card draft. To facilitate the draft process, MEMBER shall promptly provide the COURSE with all necessary information to allow drafts against an active, solvent account in good standing with either bank or credit card provider, as applicable. In the event that MEMBER fails to pay any such installment when due, whether said failure be due to lack of sufficient funds, overdrawn credit line, or otherwise, COURSE shall have the right to accelerate the remaining installments for the entire term of the contract without notice or demand and declare all remaining dues and any current and outstanding charges immediately due and payable by cash or money order. COURSE failure to accelerate installments for any default shall not act as a waiver of COURSE'S right to do so for any subsequent default.
- 3. MEMBERSHIP CLASSIFICATION:** Annual Dues, as currently established are \$ \_\_\_\_\_ payable as set out herein. MEMBER and MEMBER'S family shall have the right to use COURSE facilities dependent on the following membership classifications: Please initial your selection below.

\_\_\_\_\_**Individual Member with Cart:** Unlimited golf privileges for one person 7 days per week. Privileges include access to golf course with no additional fees for carts plus additional benefits listed in Member Benefits Document. (\$230/month). Does not include fees for non-Oaks sponsored events.

\_\_\_\_\_**Family with Cart:** Unlimited golf privileges for a family 7 days per week. Privileges include access to golf course with no additional fees for carts plus additional benefits listed in Member Benefits Document. (\$315/month). Does not include fees for non-Oaks sponsored events.

\_\_\_\_\_**Senior with Cart:** Unlimited golf privileges for one person 7 days per week. Privileges include access to golf course with no additional fees for carts plus additional benefits listed in Member Benefits Document. (\$220/month) Does not include fees for non-Oaks sponsored events.

\_\_\_\_\_ **Young Professional with Cart:** Unlimited golf privileges for one person 7 days per week. Privileges include access to golf course with no additional fees for carts plus additional benefits listed in Member Benefits Document. (\$215/month). Does not include fees for non-Oaks sponsored events.

\_\_\_\_\_ **Junior with Cart:** Unlimited golf privileges for one person 7 days per week. Privileges include access to golf course with no additional fees for carts plus additional benefits listed in Member Benefits Document. (\$190/month). Does not include fees for non-Oaks sponsored events.

\_\_\_\_\_ **Individual:** Member has access to golf course any day without paying greens fees. Cart fee will be applied at the current rate. Additional benefits are listed in Member Benefits Document (\$120/month). Does not include fees for non-Oaks sponsored events.

\_\_\_\_\_ **Family:** Member and family have access to golf course any day without paying greens fees. Cart fee will be applied at the current rate. Additional benefits are listed in Member Benefits Document (\$145/month). Does not include fees for non-Oaks sponsored events.

\_\_\_\_\_ **Senior (60 and Over):** Member has access to golf course any day without paying greens fees. Cart fee will be applied at the current rate. Additional benefits are listed in Member Benefits Document (\$110/month). Does not include fees for non-Oaks sponsored events.

\_\_\_\_\_ **Young Professional (26-30):** Member has access to golf course any day without paying greens fees. Cart fee will be applied at the current rate. Additional benefits are listed in Member Benefits Document (\$105/month). Does not include fees for non-Oaks sponsored events.

\_\_\_\_\_ **Junior (Under 26):** Member has access to golf course any day without paying greens fees. Cart fee will be applied at the current rate. Additional benefits are listed in Member Benefits Document (\$80/month). Does not include fees for non-Oaks sponsored events.

\_\_\_\_\_ **Corporate Member:** Member has access to golf course any day without paying greens fees. Cart fee will be applied at the current rate. Additional benefits are listed in Member Benefits Document (\$100.00 per Member with Minimum 4 Members and Maximum 8) . Does not include fees for non-Oaks sponsored events.

For purposes of the MEMBERSHIP CLASSIFICATION, “family” is defined as MEMBER and MEMBER’S spouse and children through the age of 18 who reside at the same address as MEMBER. Children between age 19 and 23 may be included in the “family” if currently enrolled as a full time student.

In the event that MEMBER’S marital or family status should change during the term of the contract as, defined in Paragraph 5, such that MEMBER seeks to provide or cease to provide COURSE privileges to other persons in his family, MEMBER agrees to amend in writing the existing contract membership option, including any increase or decrease in dues, as applicable, to allow or cease to allow such COURSE privileges.

4. **COURSE RULES & REGULATIONS:** MEMBER agrees for himself or herself and those gaining privileges through him or her to exercise said privileges in compliance with the rules and regulations established by COURSE from time to time.
5. **TERM:** This contract shall remain in effect until \_\_\_\_\_, \_\_\_\_\_ (The “Initial

Term”), and thereafter shall automatically continue until the date thirty (30) days after the date on which MEMBER gives written notice to COURSE of his or her election to terminate this contract. MEMBER may terminate this contract if he moves his or her principal residence outside of a fifty (50) mile radius of COURSE. COURSE retains the right to terminate this membership at any time for nonpayment of dues or any other amounts past due for thirty (30) days of their due date, or for willful or repeated infractions of the rules and regulations, and to pursue all other remedies

provided at law or equity. COURSE further retains the right to allow termination to the contract in exchange for payment of an amount equal to three (3) months’ dues where COURSE determines, in its sole discretion, that continuation of the membership would cause an undue hardship on the MEMBER.

- 6. ASSIGNMENT OR TRANSFER OF MEMBERSHIP:** It is agreed that the membership shall be non-transferable and non-assignable.
- 7. GUEST PRIVILEGES:** MEMBER agrees that all guests shall be required to pay fees for privileges. MEMBER further agrees that guest play is a privilege and that said privilege may be revoked at any time in the sole discretion of COURSE should COURSE determine that a guest and/or MEMBER is misusing such privilege.
- 8. PERSONAL AND PROPERTY DAMAGE:** MEMBER agrees to be responsible for any Personal injury to self or others caused by MEMBER or those gaining privileges through MEMBER while on COURSE premises and while using COURSE facilities and equipment and agrees to indemnify and hold COURSE harmless for any such personal injury caused by MEMBER, MEMBER’S spouse, family, or guest. In addition MEMBER agrees to be responsible for any property damage to COURSE premises, facilities, or equipment or property of other individuals or entities caused by MEMBER or those gaining privileges through MEMBER while on COURSE premises and while using COURSE facilities and equipment. MEMBER further agrees to hold COURSE harmless for any such property damage caused by MEMBER, MEMBER’s spouse, family, or guest, other than those caused by normal or ordinary use of premises, facilities or equipment as determined by COURSE. MEMBER agrees that COURSE shall not be liable for any property damage or personal injuries which may be experienced by the MEMBER, or those gaining privileges through him or her while using COURSE facilities or equipment and MEMBER hereby indemnifies and holds harmless COURSE from any such property damage or personal injury caused by MEMBER, or those gaining privileges through him or her while using COURSE facilities or equipment.
- 9. OTHER USES:** The COURSE reserves the right to use of all facilities for tournaments at any time without notice to MEMBER. In addition, the COURSE reserves the right to allow use of the facilities for school athletic competitions at any time without notice to MEMBER. The COURSE also reserves the right to make available tee times to the public based upon availability should membership drop below four hundred fifty (450) members at any time without notice to MEMBER.
- 10. DEBTS AND LIABILITIES:** No MEMBER shall be responsible for any indebtedness of the COURSE under the terms of this contract, and COURSE agrees to hold MEMBER harmless from any claim for such indebtedness.
- 11. COLLECTION REMEDIES:** In the event that COURSE must resort to its remedies at law or equity to collect amounts due, MEMBER agrees to pay all costs of collection or litigation, together with a reasonable attorney’s fee.
- 12. MERGER CLAUSE:** If any provision of this Agreement is held invalid, unenforceable or void

for any reason, the remaining provisions of this Agreement are not affected, said provisions being severable.

**13. BINDING EFFECT:** This contract shall inure to the benefit of , and shall be binding upon, the parties hereto, their heirs, personal representatives, and assigns and shall be interpreted under the laws of the State of Georgia.

This Membership does not provide any ownership or equity interest in THE OAKS ASSOCIATES, L.P. or THE OAKS COURSE. Membership provides only a license to use the premises of THE OAKS COURSE revocable in accordance with the terms of this Agreement. Membership does not provide any vested or prescriptive rights or easement to use THE OAKS COURSE. Members have no rights or obligation to be involved in the operation or management of THE OAKS COURSE.

THE OAKS COURSE RESERVES THE RIGHT TO AMEND ANY OR ALL PROVISIONS OF THIS MEMBERSHIP CERTIFICATE WITHOUT NOTICE TO ITS MEMBERS. The Oaks Course further reserves the right to abolish any and all Memberships or Membership agreements at its sole discretion and shall only be obligated to return to Member any prepaid membership dues, without penalty or interest. Upon termination or rescission of any or all Membership agreements or Memberships, any rights granted under this certificate and such memberships shall automatically terminate and thereafter be null and void. The Oaks Course further reserves the right to discontinue operation of the golf course or to sell, transfer, assign or otherwise dispose of the golf course at its sole discretion.

The Oaks Associates, LP

MEMBER

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

\_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

Please list names, date of birth, and relationship of those entitled to privileges under this agreement.

Name

Relationship/Date of Birth

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