

HERON LAKES GOLF COURSE MEMBERSHIP APPLICATION

This agreement between Heron Lakes Golf Course (“Club”) and the undersigned individual (“Golfer”) is entered into and made effective as of the _____ day of _____, 20_____.

Golfer wishes to purchase from the Club certain benefits and privileges offered by the Club, for a period of twelve (12) months. Therefore, and in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. Golf Privileges: Golfer has elected to participate in a HERON LAKES GOLF COURSE MEMBERSHIP.
2. Circle Membership selected:

Monday-Friday Monthly	\$135
Monday-Friday Annual(up front)	\$1100
Unlimited Monthly	\$165
Unlimited Annual (up front)	\$1500
Junior Unlimited(after 11am on weekends)	\$60 a month or \$500 up front
Family Add On	\$60 or \$400(Annual) per family member

3. PAYMENT: Golfer will pay Club the amount of \$_____ plus sales tax per month. Club is hereby authorized to make a charge to my credit card (details listed below) in payment for the charges that fall due under this agreement.

Type of card_____	Name on Card:_____
Number:_____	Expiration:_____

4. TERM:

- a. **ANNUAL Membership** The term of this agreement shall begin as of the date this agreement is signed and terminate one (1) year from the initial date at which time it will convert to a month to month agreement, unless earlier terminated by Club as provided herein. **Golfer must give Club 30 days written notice to terminate the membership.** If Club does not receive notice on the 15th day of the last month of membership, the membership will continue on a month to month basis until Club is notified. ALL PRIVILEGES granted hereunder shall expire at the termination of this Agreement, and Golfer shall have no further privileges under “HERON LAKES GOLF COURSE 12 MONTH MEMBERSHIP” at that time. Golfer and Club further agree that Club shall have the right to terminate this agreement prior to expiration of the term, with or without cause, upon providing Golfer with (30) days written notice of its intention to terminate. In the event the Club elects to terminate this Agreement prior to the expiration of the term, Golfer shall be entitled to a pro rata refund of the payment made to Club as consideration for participating in “HERON LAKES GOLF COURSE 12 MONTH MEMBERSHIP.” **I UNDERSTAND THAT THIS IS A TWELVE (12) MONTH MEMBERSHIP WHICH WILL CONVERT TO A MONTH TO MONTH MEMBERSHIP PURSUANT TO THE AGREEMENT AS OUTLINED IN PARAGRAPH 2 OF THIS DOCUMENT. I WILL BE BILLED MONTHLY FOR THE DURATION OF THE AGREEMENT:**
_____ (initial)

- b. 5. FEES and CHARGES: Golfer understands and agrees that Golfer is responsible for payment of all fees that may exist or be charged by the Club from time to time, unless such fees are included in the privileges and benefits described in Exhibit “A”. Golfer understands and agrees that Golfer is responsible for all other charges incurred by Golfer’s immediate family at the Club, other than fees included in the privileges and benefits set forth in Exhibit “A”, including but not limited to food and beverage service.

6. AVAILABILITY of SERVICES: Golfer understands and agrees that nothing in this agreement shall entitle the Golfer to any advance reservations for specific areas within the Club without first contacting the Club to make a reservation. Members can reserve a tee time up to 7 days in advance.

7. SUBJECT to CLUB RULES: Golfer fully understands and agrees that Golfer is governed and subject to the Rules and Regulations of the Club while on the premises. To the extent that this Agreement may conflict with the Club’s Rules and Regulations, this Agreement shall control.

8. MISCELLANEOUS: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision, and this Agreement shall be construed as is such invalid, illegal, or unenforceable provision had never been contained herein. This Agreement embodies the entire agreement and understanding of the parties relating to the subject matter hereof, is non-assignable, may not be amended except in writing signed by both parties, and supersedes and prior representations, agreements, and outstanding, oral or written, if any, relating to such subject matter.

9. CREDIT CARD CHARGE BACKS: If Golfer’s charged credit card returns declined or disputed in relation to monthly charges for “HERON LAKES GOLF COURSE MEMBERSHIP” the Golfer will be charged a service charge of \$20.00. If golfer

fails to notify the Club of credit card number change or upcoming expiration dates or related, Golfer is subject to a \$20.00 service charge.

Summary of Privileges

- All Memberships (excluding Junior) include the use of a golf cart. Member's guests will be expected to pay the full green fee amount including cart fee.
- Weekday Members who want to play on Weekend will pay a fee of \$15 per round.
- Members will receive a 10% discount off Pro Shop merchandise excluding snacks and drinks.

HOURS OF OPERATION

Heron Lakes GC is generally open Monday through Sunday, 7am-7pm; all golf carts must be returned to the club house before dark.

HOLIDAYS AND ACTS OF GOD

On occasion the course may close due to holidays, inclement weather or similar unforeseen circumstances, or Acts of God. These closures do not alter the terms of this agreement.

TOURNAMENTS AND OUTINGS

To help generate revenue and to market the golf course we will at times host tournaments and outings at the Club. We will do everything possible to facilitate member play on these days however there may be times that the course is not available due to these events. We ask that you call in advance to book a tee time to ensure availability.

E-MAIL COMMUNIOICATION

Club will communicate with Golfer on occasion via e-mail to inform Golfer of special course hours/holidays, special sales or events, etc. Club will not make Golfer's e-mail address available to any outside party.

MEMBER DISCOUNTS (discounts are valid for the member only):

Pro shop discount is applicable to any goods or merchandise available in the pro shop with the exception of clearance items, beer, snacks and drinks.

I have read and understand the information in this Exhibit:

GOLFER:

Signature: _____

Printed Name: _____

Date: _____

Email: _____

Phone Number: _____

HERON LAKES GOLF COURSE:

Employee: _____

Title: _____

Date: _____

OTHER ELIGIBLE USERS IF APPLICABLE: (PRINT NAMES)
