

## WYNRIDGE MEMBERSHIP APPLICATION AND AGREEMENT

This Membership Application and Agreement (hereinafter the "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by the applicant for the purpose of applying for Membership in the Wynridge Golf Club (hereinafter "WYNRIDGE").

### RECITALS

WYNRIDGE, 800 Club Drive, Troy, TN 38260 operates a semi-private golf and social gathering facility. Member desires an opportunity to enjoy the WYNRIDGE facilities to obtain certain privileges and hereby agrees to become a member on the terms and conditions set forth herein.

For good and valuable consideration, Member covenants and agrees as follows:

**1. MEMBER.** For purposes of this Agreement "Member" shall mean the person/persons identified on the WYNRIDGE "Membership Application and Agreement" and to determine membership qualification the eldest applicant's age shall be used to determine classification.

**2. MEMBERSHIP.** Upon execution of this document, Membership privileges will be active for one year commencing on the date full application and dues are received by WYNRIDGE. Payment of the membership fee does not give Member any right, interest or ownership in WYNRIDGE. Membership privileges are limited to the Member and the Member's family listed in this Agreement and may not be sold, transferred or otherwise assigned in any manner. Privileges shall cease and terminate upon death of a Member excluding family memberships, where the additional listed family may enjoy the privileges of membership as long as the account is in good standing. WYNRIDGE may revoke a membership, at WYNRIDGE's sole and absolute discretion, if the Member violates the terms of this Agreement or does harm to club's property or reputation. No portion of any fees paid will be refunded upon revocation or suspension of the Membership, other than as set forth below.

**3. MEMBER PRIVILEGES.** For the duration of the Membership term, Member will receive certain benefits which may vary and are dependent upon the type of membership elected. These benefits are referred to as "Member Privileges" and WYNRIDGE reserves the right to modify Member Privileges at any time.

**4. MEMBERSHIP TYPES.** WYNRIDGE provides the following Memberships: A. Base Membership, B. Storage Membership, C. Gold Membership, D. Social Membership.

**5. MEMBERSHIP PAYMENTS.** Membership dues shall be paid in full or in (12) twelve monthly installments due in advance on the 1st of each month. Full annual membership dues may be paid in cash, by check, or credit card. Monthly installments will be paid in advance by credit card on file using autopay on the first of each month.

### 6. MEMBERSHIP CHOICE

**A. BASE MEMBERSHIP.** The Base Membership is for an individual and his/her legal spouse and dependent children under 18 years of age or student with valid ID under 22

years of age. The fee shall be \$1580.40 annually OR \$131.70 per month. A discount of \$35 (excluding tax) per month shall be given to the principal member until he/she reaches the age of 31. The base membership privileges are unlimited golf, advance tee time reservations, and early event booking. All merchandise and food purchases may be charged to the Member's account which shall be paid in full each month.

**B. STORAGE MEMBERSHIP.** The Storage Membership is for an individual and his/her legal spouse and dependent children under 18 years of age or student with valid ID under 22 years of age. The fee shall be \$1936.08 annually or \$161.34 monthly. Privileges are unlimited golf, advance tee time reservations, golf cart storage shed, access to Members Only Events and early event booking. All merchandise and food purchases may be charged to the Member's account which shall be paid in full each month.

**C. GOLD MEMBERSHIP.** The Gold Membership is for an individual and his/her legal spouse and dependent children under 18 years of age or student with valid ID under 22 years of age. The fee shall be \$2,225.76 annually or \$185.48 per month for the Gold membership. A discount of \$36 (excluding tax) per month shall be given to the principal member until he/she reaches the age of 31. Privileges are unlimited golf, use of WYNRIDGE owned cart, access to Members Only Events and early event booking. All merchandise and food purchases may be charged to the Member's account which shall be paid in full each month.

**D. SOCIAL MEMBERSHIP.** The Social Membership is for an individual and his/her legal spouse and dependent children under 18 years of age. The fee shall be \$300 annually or \$25 per month. The privileges include private club access, early event booking and access to Members Only Events. All merchandise and food purchases may be charged to Member's account which shall be paid in full each month.

**7. GOLF CART AGREEMENT.** Member acknowledges that he/she is aware that golf carts are an amenity available at an additional fee (included with Gold Membership) and if the Member chooses to rent said golf cart the Member warrants that the Member is familiar with the operation of the golf cart and agrees to return said golf cart at the end of play in as good of condition as received. Member Further agrees to reimburse WYNRIDGE for any and all damage incurred during the use or rental of a golf cart by either the member, authorized family member or a guest of the member.

**8. INDEMNIFICATION; ASSUMPTION OF RISK.** The Member hereby covenants and agrees to fully indemnify, defend, and hold WYNRIDGE and its owners, officers, employees, and other agents, harmless from and against any and all liabilities, claims, actions, lawsuits, demands or damages incident to or arising out of acts or omissions of the Member, the Member's family and the Member's guests. Further, the Member covenants and agrees to hold WYNRIDGE and its owners, officers, employees, and other agents, harmless from any and all damages to the Member's person or property and the person and property of the Member's family and guests arising out of or related to the use or occupancy of WYNRIDGE facilities of any nature whatsoever.

**9. FACILITY WAIVER RELEASE OF LIABILITY & INDEMNIFICATION.** Please read carefully by signing this document you waive certain rights including the right to sue. If you, your authorized family members or guests choose to use the facilities. You agree that you recognize and fully

understand certain things including but not limited to. You recognize and understand this is not a full or complete or exhaustive list of all possible risks, these are simply examples of types of risks you are assuming. In exchange for WYNRIDGE allowing me to utilize the golf facilities and clubhouse areas during my membership, I hereby agree to the conditions below. I fully intend and choose to give up the legal rights, as stated below:

**A. TO WAIVE ANY AND ALL CLAIMS** that I, My Family or My guests have or may have in the future against the Owners, its directors, officers, employees, agents, or representatives (hereinafter referred to as the "Releasees") relating to my use of the clubhouse, Golf Facilities and Golf Carts

**B. TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury, expense, or other cost that I may suffer or that my next of kin may suffer in connection with my use of the Releasees clubhouse area, Golf facilities and Golf Carts to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES.

**C. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability to property, or personal injury to, any third party including my participating family and any guests I may bring, resulting from the use of the clubhouse area, Golf facilities or Golf Carts

**D. That YOU are responsible and will adhere to all the rules of the property;**

**E. That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me**, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate. 4

**10. EARLY TERMINATION OR SUSPENSION OF MEMBERSHIP.** In the event that the Member is activated for military service or is relocated for business more than fifty (50) miles from Member's address set forth on the Member's enrollment form, WYNRIDGE may suspend or terminate Member's membership at its sole discretion. In the event of military service, Member shall provide a copy of military orders from the issuing authority. In the event of relocation, the Member must provide proof of residency to WYNRIDGE's satisfaction. In the event of termination, WYNRIDGE will issue a prorated refund of Membership fees. In the event of suspension, WYNRIDGE will not issue any refund, but will freeze the membership for the suspension period. Decisions regarding early termination or suspension of membership will be determined by WYNRIDGE, in its sole and absolute discretion. Excluding provisions previously set forth in this document, early termination of the membership agreement will result in a termination fee of two (2) months membership dues (calculated at the membership rate as of the date of termination). Upon termination of the contract, Member is barred from re-applying for membership for twelve (12) calendar months from the date of termination.

**11. EXTENDED TERM OF AGREEMENT.** Provided that the Member is not in default pursuant to the terms of this Agreement and the Member has fully complied with all WYNRIDGE Member rules and regulations during the term of this Agreement, WYNRIDGE and Member shall automatically extend the term of this Agreement on its anniversary date on a month-by-month basis in perpetuity. During the extended period, the Agreement terms and conditions shall continue

to apply during the extended term, except that the Member's annual fee for which applied to the Membership Choice selected by the Member might automatically be increased according to rate increases as determined by WYNRIDGE. WYNRIDGE will make known any membership rate changes before changes are commenced. In the event the Member elects to terminate the Membership Agreement or to change the Membership Choice the Member shall give the WYNRIDGE written notice not less than forty-five (45) days prior to the FIRST (1) anniversary date of OR thirty (30) days if after the first calendar year. If the Member fails to give the written notice of termination or the change in Membership Choice as hereinbefore set forth then the Member shall remain fully liable pursuant to the Agreement for the extended twelve month term.

**12. MONTHLY CHARGE ACCOUNTS.** I understand and acknowledge receipt of the Membership Agreement and covenant and agree fully to the terms herein. Further,

a. I agree to pay all fees, dues and other charges for which I or one of my guests are responsible for under the terms of the Membership Agreement on or before the due date.

b. I agree to be responsible for all charges incurred by my family members and guests while using the facilities.

c. I understand that delinquency in paying any amount due will result in a 1.5% late payment fee on the amount past due. I also acknowledge that delinquent amounts may result in suspension or termination of my charging privileges at WYNRIDGE

d. I hereby acknowledge receipt of the WYNRIDGE Agreement that I have read and understand the Agreement and hereby covenant and agree to be bound by the terms and conditions of this Agreement as from time to time by WYNRIDGE.

e. I hereby agree that all fees, dues and charges to my account will be charged monthly to my credit card on file and the signature below verifies I authorize WYNRIDGE to charge the credit card monthly with no further authorization.

**This Membership Agreement may not be amended or modified, nor shall any waiver of any provision be effective, except by an instrument in writing executed by the general manager or owners of WYNRIDGE.**

**THE ABOVE TERMS ARE ACCEPTED BY APPLICANT:**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

MEMBERSHIP TYPE: \_\_\_\_\_

DRIVER LICENSE No. \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

REFERRED BY: \_\_\_\_\_

FAMILY NAMES: FIRST \_\_\_\_\_ LAST \_\_\_\_\_ DOB \_\_\_\_\_

FIRST \_\_\_\_\_ LAST \_\_\_\_\_ DOB \_\_\_\_\_

FIRST \_\_\_\_\_ LAST \_\_\_\_\_ DOB \_\_\_\_\_

FIRST \_\_\_\_\_ LAST \_\_\_\_\_ DOB \_\_\_\_\_

FIRST \_\_\_\_\_ LAST \_\_\_\_\_ DOB \_\_\_\_\_

WYNRIDGE REPRESENTATIVE \_\_\_\_\_

WYNRIDGE REPRESENTATIVE SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_