

2015 Standard Membership Application & Agreement

Name: _____ Familiar Name: _____ Date of Birth _____
(Please Print)

Residence _____ Zip _____

Cell # _____ Home # _____ Work # _____

E-Mail Address _____

Business or Profession _____ Marital Status Married Single

Spouse's First Name _____ Familiar Name: _____ Date of Birth _____

Cell # _____ Work # _____ E-Mail Addresses _____

Name & Ages of Unmarried Children under Age 22 Residing with You

1. _____ Date of Birth _____
2. _____ Date of Birth _____
3. _____ Date of Birth _____

Sponsor's Name _____

Type of Application (check one):

- Full Family-Unlimited Golf Intermediate-Unlimited Golf
 Full Family Intermediate
 Social

I do hereby submit my application for membership. I further authorize the club to bill my specified account for all of my charges for services received including dues and initiation fees, as applicable. I understand I have the option of providing a credit/debit card for these charges (subject to a 3% surcharge) or authorizing a bank draft for these charges (no surcharge).

The undersigned (*Applicant*) hereby applies to Dublin Country Club, Inc. (Club) for the right to use the Club (*as defined below*) subject to the terms of those rules and regulations formulated from time to time by the Club for the use of the Club (*Rules*). Applicant hereby agrees that should this application be accepted by the Club, the Applicant's rights in respect to the Club shall be in accordance with the guidelines found on page two.

Applicant Signature _____ **Date** _____

- 1) **Club.** The Club is hereby defined to consist of and include the golf course, swimming pool, tennis courts, club house, and pro shop located on the property in Laurens County, Georgia currently known as Dublin Country Club.
- 2) **License.** Applicant shall have the privilege to use portions of the Club to which the application applies, subject to the terms of this agreement and further subject to the Rules from time to time promulgated by Club, until this agreement is terminated.
- 3) **Fees and Purchases.** Applicant shall pay to Club upon delivery of this application, or according to other agreed payment terms, an initial fee of \$2,000 for the right to use the Club (*Initiation Fee*). Such Initiation Fee shall be non-refundable unless Applicant's rights hereunder are terminated by the Club as provided in paragraph 5 hereof. In addition to the Initiation Fee, Applicant acknowledges that, to maintain the right to use the Club, Applicant shall pay the monthly fee prescribed from time to time and shall pay for goods and services purchased at the club.
- 4) **Rules.** Applicant acknowledges receipt of a copy of the Rules. Club may, at any time and from time to time and at its sole discretion, modify, expand or eliminate any of the Rules provided that such charges are in writing and are available at the Club for inspection by Applicant. Applicant shall at all times abide by and keep the Rules. Any breach of the Rules by Applicant shall give Club the right to terminate the Applicant's right to use the Club.
- 5) **Termination.** Club may at any time terminate this agreement with Applicant without prior notice upon breach of any term or condition hereof by Applicant, including but not limited to non-payment of dues, fees, charges or assessments, or breach of the Rules. Upon such termination, there shall be no refund of the Initiation Fee or any dues paid prior to the time of termination. Further, Club may terminate this agreement at any time without cause and without prior notice, but shall refund Applicant's Initiation Fee (without interest) at the time the Club notifies Applicant that this agreement has been terminated; provided, however, that the Club at its discretion may defer the refund of Applicant's Initiation Fee for the period not to exceed thirty (30) days from the date of termination, and may set off against the Initiation Fee to be refunded any unpaid dues or fees owed by Applicant. Upon termination of this agreement for any reason, Applicant shall have no further rights hereunder, provided that Applicant shall remain liable for any unpaid monthly fee that has accrued prior to termination and for any unpaid charges to Applicant for goods and services from the Club.
- 6) **Liability.** Club shall not be liable to Applicant or any member of Applicant's family or any other party using the Club as a guest of Applicant, in any manner whatsoever for any loss, injury, death or damage to person or property, suffered or sustained in respect to the use of the Club, unless the loss, injury, death or damage to person or property, suffered or sustained in respect to the use of the Club, unless the loss, injury, death or damage results from the sole negligence of Owner.
- 7) **Family.** The Fees paid hereunder by Applicant shall entitle Applicant's spouse and child or children under the age of twenty-two residing with the Applicant to use the portions of the Club covered hereby, subject to the provisions hereof and the Rules. Applicant shall be responsible for the action of such family members and any violation by any such family member of the Rules shall constitute a violation by Applicant.
- 8) **Assignment and Transfer.** Applicant shall not have the right to transfer or assign any rights or obligations hereunder.
- 9) **Applicable Law.** This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
- 10) **Entire Agreement.** This agreement contains the sole and entire understanding between the Club and Applicant with respect to the Club, and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties to this Agreement in the same manner as this Agreement is executed.
- 11) **Severability.** If any term or provision of this agreement is held illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this agreement.

Initials