

**5. Receipt of Club Document**

By execution below, Member acknowledges receipt of the Membership Policies and the Club Rules 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.

**6. Assumption of Risks and Indemnification**

A. In consideration of the membership 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 the 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 Operator 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, cost, attorney fees and settlements, whether or not based on the acts or omissions of Club Operator, resulting from, or 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 Operator” shall include Green Valley Golf Group their respective directors, officers, shareholders, partners, members, agents, related companies, affiliates, predecessors, successors, assigns and employees, and all persons, corporations, partnership and other entities with which they are or may in the future become affiliated. This paragraph shall survive the ruminantion of this Agreement and 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 the Member’s authorized users and guests, as a condition of the invitation to use the Club Facilities, assumes a sole responsibility for their personal property. Member 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 and 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 a member. Member agrees that Club Operator may charge the cost of any such damage to Member’s Club Account.

**7. No Vested Interest**

Member acknowledges that in acquiring a membership, 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 persons, including, without limitation, the general public, as Club Operator may authorize from time to time. Member acknowledges that a Member acquires no ownership or vested rights in or to the Club Facilities or Club Operator and does not have any right to participate in the management or control of the Club Operator or the Club Facilities.

**8. Transfers and Assignments of Membership**

Member acknowledges that the membership conferred hereunder may not be pledged or assigned and is not transferrable, unless and except as otherwise specifically set forth in the Membership policies.

**9. Updated Contact Information**

Member agrees to maintain current e-mail address on file with the club and regularly check it and the clubs website for news and information.

Member acknowledges that the 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 membership.

**This agreement shall not be binding unless and until the Member’s application is approved and accepted on behalf of the Club Operator as provided therein and this agreement is executed below by Club Operator.**

In witness whereof, Club Operator and Member have caused this Agreement to be executed on their behalf.

**CLUB OPERATOR**

**MEMBER**

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

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



*Membership Application*

MEMBERSHIP TYPE < > Premium \$225/mo. < > Standard \$140/mo. < > Social \$50/mo.

Member # \_\_\_\_\_

**CANDIDATE INFORMATION**

Primary Candidate \_\_\_\_\_

Preferred Name \_\_\_\_\_ Jr. Sr. Other \_\_\_\_\_ Date of Birth \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

Marital Status < > Single < > Married Wedding Anniversary Date \_\_\_\_\_

Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Employer/Business Name \_\_\_\_\_ Type of Business \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Business Phone Number \_\_\_\_\_ Business URL \_\_\_\_\_

Spouse/Spousal Equivalent/Significant Other \_\_\_\_\_ <> Mr. <> Mrs. <> Ms. <> Dr.

Preferred Name \_\_\_\_\_ Jr. Sr. Other \_\_\_\_\_ Date of Birth \_\_\_\_\_

Email \_\_\_\_\_

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_

Employer/Business Name \_\_\_\_\_ Type of Business \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Business Phone Number \_\_\_\_\_ Business URL \_\_\_\_\_

**DEPENDENTS are unmarried children under 21 residing with Candidate(s).**

YES I/we have dependents as indicated below.  NO I/we do not have dependents residing with us.

Name(s)	Date of Birth	Charge Privileges
_____	_____	<> Son <> Daughter <> Yes <> No
_____	_____	<> Son <> Daughter <> Yes <> No
_____	_____	<> Son <> Daughter <> Yes <> No
_____	_____	<> Son <> Daughter <> Yes <> No

MEMBER REFERRAL <> Yes <> No Member Name \_\_\_\_\_

**PURPOSE AND INTENT**

Club operator owns and manages certain real property and facilities known as Lake Spivey Golf Club, located in Clayton County. The facilities of the club presently consist of an 18-hole golf course. This club is also in partnership with the Green Valley Golf Group's four courses, Crystal Lake Golf Club, Georgia National Golf Club, Heron Bay Golf Club, and Providence Golf Club.

Member wishes to acquire and Club Operator desires to grant to a Member a non-exclusive license to use all or a portion of the Club Facilities as a member of the club upon payment for such membership fees as Club Operator 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 of Crystal Lake Golf Club, Georgia National Golf Club, Heron Bay Golf Club, Providence Golf Club and Lake Spivey Golf Club, as in effect from time to time ("Club Rules").

**For and in consideration of Member's payment to Club Operator of an initiation fee, Member hereby accepts from Club Operator membership in the Club on the following terms and conditions:**

**TERMS AND CONDITIONS**

**1. Class of Membership**

Club Operator hereby grants to the Member a Membership, constituting license to use all or a portion of the Club Facilities in accordance with the privileges of such class.

**2. Term of Membership/Resignation/Reinstatement**

The membership shall commence on the date on which the Club Operator approves and accepts Member's Application, and shall continue in effect until one year has passed or terminated as provided below. After the initial one year agreement is fulfilled, membership will renew automatically in one year increments. Member may voluntarily resign his/her Membership **by providing the Club with a 60 day written notice of such intention after one year.** Such resignation shall be effective on the first day of the month following the end of the 60-day period, known as the effective date of resignation. A resigning Member shall continue to be obligated for monthly club fees, services, and other club fees charged and may continue to enjoy the privileges of such Membership through the effective date of such resignation. Any member that resigns and wishes to reinstate their membership within the same fiscal year will incur a \$300.00 reinstatement fee.

**3. Membership Fees (\*\*PLEASE READ AND UNDERSTAND\*\*)**

**All members are required to enroll in our EZ pay program by providing a debit/credit card where all associated fees will be charged/debited.** The ability to charge to member's account will be automatically established.

Club Operator may establish "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 guest in their use of the Club Facilities.

Member agrees to pay Membership Fees on or before the due date. All accounts are subject to a late fee of \$25.00 if balance is not paid in full by due date. Member understands delinquency in paying any amounts due will result in suspension of all membership privileges, including but not limited to golfing privileges, account charging, etc.

**4. Membership Class Change**

Membership classification that is chosen at time of sign-up cannot be downgraded during the first 12 months of membership. The course will allow you to upgrade at your convenience but you are not able to downgrade your membership during the first 12 months.