| LEMOORE GOLF COURSE FREQUENT PLAYER AGREEMENT | | | | | | | | | | |
|---|-------------------------|-----------------------|------------|---|---|----------------|--|----------|----------|--|
| LAST NAME | | | FIRST NAME | | | N | AI. | MEMBER# | | |
| EACT NAME | | | TINOTIVAME | | | | <i></i> | WEWDER # | | |
| MAILING/BILLING ADDRESS | CITY | | | | ZIP | | | | | |
| | | | | | | | | | | |
| EMAIL ADDRESS | | | | CE | LL PHONE | | | | | |
| 7 Day Walking Program Unlimited golf at home course Monday-Sunday Walking HOLIDAYS INCLUDED | | Monthly | \$149.95 | 7 Day Walking IN and OUT Program Monday- Sunday Pick and Cl Months of Play no commitme | | | . Vous | Monthly | \$189.99 | |
| | | Annual | \$1799.40 | | | | e tour | | | |
| 5 Day Walking Program Monday through Friday Walking HOLIDAYS EXCLUDED | | Monthly | \$119.95 | 5 Day Walking IN and OUT Program | | | | Monthly | \$159.99 | |
| | | Annual | \$1439.40 | Monday- Friday Pick and Cho | | oose` nent. | Your | | | |
| 4 Day Walking Program Monday-Thursday Walking HOLIDAYS EXCLUDED | | Monthly | \$99.95 | 4 Day Walking IN and OUT Program Monday-Thursday Pick and Choose Your Months of Play no commitment. HOLIDAYS EXCLUDED | | | | Monthly | \$129.99 | |
| | | Annual | \$1199.40 | | | | ose Your | | | |
| 7 Day Family Program Unlimited golf at home course. Monday- Sunday Walking | | Monthly | \$229.95 | | 7 Day Family Walking IN and Out Program | | | Monthly | \$259.99 | |
| Married or Domestic Partners only HOLIDAYS INCLUDED (Add Children for \$100 Per Year) | | Annual | \$2759.40 | Moi | nday- Sunday Pick and C nths of Play no commitm | | Your | | | |
| Initiation Fee | | One-time fee | \$299.99 | | | | | | | |
| Junior Annual Membership Minors 17 & under. Home Course Only | Date of Birth MANDATORY | | \$100.00 | | | | , | | | |
| AUTOMATIC PAYMENT OPTIONS | | | | | | | | | | |
| ☐ Visa☐ Mastercard☐ Amex☐ Discover☐ Debit Card | FEE WILL SE | ☐ Checking Account | | | NO CONVENIENCE FEE WILL BE ADDED FOR THESE TRANSACTIONS. A \$25.00 fee will be charged for any transaction returned unpaid by your bank | | | | | |
| PLEASE PROVIDE YOUR DESIRED PAYMENT INFORMATION TO THE PRO SHOP STAFF | | | | | | | | | | |
| I AUTHORIZE SGM to electronically deduct the monthly dues, fees and charges for all balances due monthly automatically from my designated account on approximately the 1 st of each month for the current month and continuing until my membership is terminated or cancelled. I understand fully that I may change my EFT account at any time, but I may not cancel EFT as it is a requirement of my membership. | | | | | | | | | | |
| | | | | | | | | | | |
| Member Signature Date | | | | | | | | | | |
| By my signature above, I Hereby acknowledge that I have read this form, and the Terms and Conditions for Membership (page 2) in their entirety and agree to all terms & provisions, hereof and I further agree to be bound and abide by all rules and regulations of SGM, Inc., which may be modified or amended and which are available at any of SGM's facilities or on its website at www.sierragolfmanagement.com . I understand the initial membership is for a term of one year as per the Terms and Conditions for Membership (page 2). | | | | | | | | | | |
| MEMBERSHIP INITIATION FEE | | | | | | | | N FEE | | |
| SGM Representative | N | Membership Start Date | | | Paid in Shop Collect in office | | ☐ Paid in Shop☐ Collect in office☐ Waived – Give | | | |

The Frequent Player Programs for Lemoore Golf Course

TERMS AND CONDITIONS FOR MEMBERSHIP

ARTICLE I: TERMS, SUSPENSION AND TERMINATION OF MEMBERSHIP

Section 1. Terms. <u>Terms of this contract are for one year</u>. The membership will automatically renew after the expiration, provided that Member is not in default of any provision of this Agreement, and subject to the terms and condition hereof. Automatic renewal terms may be cancelled at any time provided a 20-day prior written notice is delivered to SGM, Inc., PO Box 788, Chowchilla, CA 93610. Or you can email your home course. It is also understood that SGM has the option to change monthly renewal dues with 20 days prior written notice.

Section 2. Suspension. If monthly payments are not paid or declined and restitution is not made within 30 days after the date of obligation, SGM may, at its discretion, suspend member's membership. Monthly dues will continue to accrue until the member or SGM cancels membership. Members are responsible for full payment of current dues; all accumulated past dues to date and the remaining balance of contract. Such amount is due and payable immediately. If payment of past and current dues is made in full, membership will be reinstated to active status. If no payment is made, SGM may turn the account over to a collection agency. SGM shall be entitled to all costs of collection, including attorney's fees, in the event of any default hereunder.

Section 3. Involuntary Cancellation. SGM reserves the right at any time to revoke the membership or privileges there under any member for failure to comply with any of the rules and regulations of SGM or for any conduct SGM deems to be improper. The membership of any member who is more than 30 days past due on his/her account may, at SGM's discretion, be cancelled. The membership may be terminated by written notification mailed to the last address on SGM records for members being cancelled. A cancelled member will remain liable for all balances incurred prior to membership termination.

Section 4. Voluntary Cancellation. Except as specifically provided elsewhere in Section 5 or 6 below, NO cancellations will be accepted.

Section 5. Death and Disability. Should member die or become disabled and therefore unable to receive all services for which he/she has contracted, Member or his/her estate shall be relieved of obligations for payment for services other than those received prior to death or the onset of disability and shall be entitled prompt proportional refund of prepaid dues for services not yet received. Member agrees that in the event he/she claims disability, he/she hereby consents to submit copies of his/her physician's report, diagnosis and prognosis to SGM within ten (10) days of the member's claiming disability.

Section 6. Relocation. Members may cancel this contract if the Member permanently moves his or her residence more than 75 miles from their home facility. The Member must provide the club written proof of relocation by delivering, by certified or registered mail, the Member's new address, phone number.

ARTICLE II: RULES AND REGULATIONS - The rules are posted at each course.

Section I. Rules and Policies. In addition to the terms and conditions contained herein, member acknowledges and agrees that member shall be bound by and comply with all rules, regulations and policies established by SGM. SGM reserves the right in its sole and absolute discretion to amend, modify or cancel any of its rules, regulations and policies and/or adopt additional rules, regulations or policies. Any violation of the rules, regulations and policies by a member may result in the termination of the member's contact, in SGM's sole and absolute discretion.

ARTICLE III: LIABILITY OF PROPERTY

SGM is not liable to you for any personal property that is damaged, lost or stolen while on or around SGM premises, including, but not limited to a vehicle or its contents or any property left in a golf cart. If you cause any damage to SGM premises, you are liable to SGM for its costs of repair or replacement.

ARTICLE IV

Section 1. Entire Agreement and Enforcement. You acknowledge that neither SGM, any of its representatives, nor anyone else, made any representations or promises upon which you relied on entering this contract, which are not stated in this contract. This contract contains the entire agreement between your and SGM, and replaces any oral or other prior written agreement. If a court declares any part of this contract invalid, it will not invalidate the remaining parts, which continue unaffected. If SGM does not enforce any right in this contract for any reason, SGM does not waive its right to enforce it later.

Section 2. Arbitration. Any controversy or claim arising out of or relating to this contract, or the alleged breach thereof, shall be resolved exclusively by final, binding and specifically enforceable arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration hereunder shall be held only in Madera County, California and enforced only in the state district court situation therein. No appeals shall be permitted.