


PELICAN LAKES
RESORT & GOLF



THE WATER VALLEY COMPANY

PELICAN LAKES RESORT & GOLF
MEMBERSHIP APPLICATION & AGREEMENT



TERMS OF MEMBERSHIP

The undersigned hereby applies for the following category of membership in the Club:

<u>Membership Type</u>		<u>Membership & Payment Preference</u>		OR
		<u>Monthly</u>	<u>Annually*</u> (save 6%^)	
<input type="checkbox"/> The 45 Club [^]	<input type="checkbox"/> Family	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> Military Discount; OR
<input type="checkbox"/> The 45 Club [^]	<input type="checkbox"/> Individual	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> Senior Discount (60+)
[^] Not eligible for discount	<input type="checkbox"/> Lifestyle	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____	

I/we hereby agree to pay to the Club the membership dues for the type of membership and payment preferences selected above. The membership dues are described on a separate schedule and are subject to sales tax, PIF, and a minimum annual increase of 1%.

I/we acknowledge that a non-refundable \$ _____ initiation fee, in addition to committing to a two-year, non-refundable contract is required for membership. I/we also acknowledge that should I/we withdraw, renege or cancel payment of dues during this contracted period, the Club has the right to collect payment for all remaining Membership dues by any means available or seek appropriate legal remedies as outlined in this Membership Application and Agreement ("Agreement"). Membership is contingent upon approval by the Club, which approval shall be at its sole discretion.

The undersigned acknowledge(s) that membership in the Club permits the Member to use the Club facilities referred to, and in accordance with, this Agreement. Membership in the Club is not an investment in the Company referred to below, the Club or its facilities and does not provide the Member with an equity or ownership interest or any vested or prescriptive right or easement in or to use the Club or its facilities. A Member only acquires the revocable license to use the Club Facilities in accordance with the terms and conditions stated herein as may be amended from time to time. The Club reserves the right, in its sole discretion, to issue, modify or terminate any or all types of membership and activities, to increase or decrease the number of memberships, to convert the Club into a member-owned club and to make any other changes in the terms and conditions of the membership or the Club Facilities available for use by Members.

Upon execution of this Agreement, I/we authorize the disclosure and release of information requested by the Club for determination of my/our qualifications for membership, including, without limitation, my/our credit history.

I/we hereby acknowledge that the use of the Club Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possibly injury. I/we hereby accept any and all risk of injury to myself, my/our guests and my/our family sustained while using the Club Facilities, including, but not limited to the swimming pool, Club Carts or an individual member's Cart, or while involved in any event or activity incident to membership in the Club. In accepting the risk of injury, I/we understand that I/we am/are relieving Pelican Lakes, LLC, a Colorado limited liability company (the "Company"), its managers, officers, members, employees, agents and affiliates from any and all loss, cost, claims, injury, damages or liability sustained or incurred by me, my guests and my family resulting from or arising out of any conduct or event connected with membership in the Club and use of any of the Club Facilities. Furthermore, I/we agree that I/we shall be responsible for any and all costs, damages, repairs, and/or replacements caused by me/us, including, without limitation, damages to any of the Club's Facilities, Club Carts, Club grounds, my/our Cart, and/or any other property on Club grounds. I/we agree to indemnify, defend, and hold Pelican Lakes Resort & Golf, its managers, officers, members, employees, agents and affiliates harmless from any and all costs, damages, liabilities, actions, or claims arising from or relating to my membership, including, without limitation, the use of, conduct on, and/or participation in (as the case may be) any Club Facilities, Club Carts, Club grounds, Club events, or other activities associated with the Club or my membership. The obligations set forth in the preceding sentences shall survive the termination or expiration of my/our membership.

I/we hereby acknowledge receipt of Pelican Lakes Resort & Golf Club Memberships Plan and that I have read and understand them and agree to be bound by the terms and conditions thereof as the same may be amended from time to time by the Club. I further acknowledge that I am not relying on any oral representation in acquiring a membership in the Club. If the applicant is married, both spouses must sign below.

The Membership Application and Agreement shall not be binding until it is accepted and signed by an authorized Pelican Lakes Representative on Page 4 below. **Member charges can begin in approximately 24 hours for administrative business office entry.

Date	Applicant's Printed Name	Applicant's Signature
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Date	Applicant's Spouse's Printed Name	Applicant's Spouse's Signature
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PAYMENT OF DUES, FEES AND CHARGES

I/we hereby acknowledge that all dues, fees and charges for food, beverage, merchandise and services of Pelican Lakes Resort & Golf Club (the "Club") which if not paid for in cash (when cash payments are permitted), will be charged to my bank account or credit card on file. Dues and itemized charges are payable upon receipt of invoice and are late after 15 days. **A 14% annual late fee is applied to balances overdue by more than 30 days.**

Dues can ONLY be paid by the following method: 1. By automatic ACH; or 2. By credit card payment through the Pro Shop based on the chose billing cycle (monthly/annually, etc.).

I/we authorize any and all charges incurred on my account with the Club to be charged to the bank account or credit card listed below. I/we certify that the below listed credit card is issued to me and I/we agree that any and all disputes with my credit card on file with the Club will be resolved within one week. Further, I/we agree to update Pelican Lakes with any changes to my bank account routing or account numbers or credit card numbers.

Any material breach or violation of a provision or provisions of this Agreement shall give the Club the right to terminate this Agreement and to exercise all other rights and remedies as provided by law. I/we agree that, in such an event, I/we shall be obligated to pay the Club's reasonable collections expenses which may include but may not be limited to court costs, collection fees which are charged by the Club's collection agency at such time as the account is turned over to said collections agency and attorney fees of twenty-five percent (25%) of any unpaid balance at such time as the account is turned over to an attorney for collection. I/we further agree that all collection fees as mentioned herein shall not be deemed to be in the nature of a penalty for my default, but instead shall be deemed to be liquidated damages.

****ACH Transactions are Free directly from your bank account:**

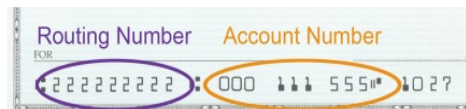
Bank Name _____

Deposit Type: Checking Savings

Bank Routing # _____

Account Type: Business Personal

Account Number _____



Signature _____

****Credit Card Transactions:**

Card number _____

Card Type: credit debit

Zip Code _____ Expiration Date _____ CVC Code _____

Cardholder's Signature _____

Staff Use Only

This Membership Application and Agreement shall not be binding until it is accepted by an authorized Pelican Lakes Representative's Signature shown below.

Accepted by: Pelican Lakes Resort & Golf Club Authorized Representative

Authorized Signature _____ Printed Name _____ Date _____

Member # _____ Master List _____ POS System _____ Letter _____