

## THE 45 CLUB MEMBERSHIP APPLICATION & AGREEMENT

## TERMS OF MEMBERSHIP



45	<u>The</u>	The undersigned hereby applies for the following category of membership in the Club:						
CLUB	Membership & Payment Preference							
Wille	<u>Membership</u> <u>Type</u>	Jr. Executive. if Eligible (35 & under ^^)	<u>Monthly</u>		Annually*			
	☐ Family	☐ Family	<b></b>					
	☐ Individual	☐ Individual	<b>□</b> \$	□ \$				
					nt preferences selected about annual increase of 1%.	ve. The		
contract is required contracted period, th	for membership. The Club has the right of the club has the right of the club has the right of the club has th	I/we also acknowledge the to collect payment for all pership Application and A	nat should I/we remaining Me	withdraw, renege or mbership dues by any	ng to a two-year, non-rej cancel payment of dues du means available or seek ap ship is contingent upon app	ring this propriate		
with, this Agreemen not provide the Mer facilities. A Member herein as may be an types of membership and to make any oth Upon execution of the second	at. Membership in to mber with an equity er only acquires the mended from time to p and activities, to it er changes in the te this Agreement, I/w	the Club is not an investme or ownership interest or e revocable license to use to time. The Club reserves increase or decrease the nerms and conditions of the e authorize the disclosure	any vested or just the Club Facis the right, in it is the member of member membership of the and release of	apany referred to below prescriptive right or ellities in accordance was sole discretion, to is aberships, to convert to the Club Facilities and f information requested	ilities referred to, and in accept, the Club or its facilities assement in or to use the Courth the terms and conditions as modify or terminate a he Club into a member-own available for use by Member and by the Club for determinated by the Club for	and does lub or its ns stated any or all rned club ers.		
I/we hereby acknow	vledge that the use		nd any privileg	e or service incident	to membership is undertal			
while using the Clu involved in any eve relieving Pelican La and affiliates and as family resulting fror Furthermore, I/we a including, without li on Club grounds. I and affiliates harmle without limitation, the	b Facilities, includint or activity incide kes, LLC, a Colorac signs from any and mor arising out of a agree that I/we shall imitation, damages we agree to indemess from any and all the use of, conduct o wities associated with	ang, but not limited to the ent to membership in the do limited liability comparall loss, cost, claims, injury conduct or event connection of the Club's Facilinify, defend, and hold Pecosts, damages, liabilities on, and/or participation in the Club or my members.	e swimming por Club. In accepting (the "Compa- ary, damages of ected with men- and all costs, of lities, Club Car- elican Lakes, L., actions, or cla (as the case ma	ool, Club Carts or an pring the risk of injury any"), its managers, of r liability sustained or mbership in the Club adamages, repairs, and its, Club grounds, my/LC, its managers, off ims arising from or relay be) any Club Facility	guests and my/our family sindividual member's Cart, y, I/we understand that I/w fficers, members, employees incurred by me, my guests and use of any of the Club F/or replacements caused b/our Cart, and/or any other ficers, members, employee lating to my membership, in the club Carts, Club Carts, Club ground preceding sentences shall	or while ee am/are es, agents s and my Facilities. y me/us, property s, agents ncluding, nds, Club		
the terms and condit on any oral represen	ions thereof as the station in acquiring	same may be amended from a membership in the Club	om time to time  o. If the application	e by the Club. I furthe ant is married, both sp	·	ot relying		
	ip Application and Agreen		accepted and signed	d by an authorized Pelican La	Spouse, and are not eligible for Tro ikes Representative on Page 4 below. htry.			
Date	Applicant's	s Printed Name		Applicant's Signat	ure			
Date	Applicant's	s Spouse's Printed Name		Applicant's Spouse	e's Signature			



## THE 45 CLUB MEMBERSHIP APPLICATION

Date:					
Applicant Name		Birthdate			
Email Address			_		
Local Address					
Billing Address or check here if sa	ame as above				
Cell Phone	Home Phon	e			
Spouse's Name		Birthdate			
Email Address					
	ame as above				
Cell Phone	1 Phone Home Phone				
Preferred Email for monthly sta	atements:				
	Employment Information				
	Business Type				
Phone number		Fax			
Uı	nmarried Children under the Age of 23 Liv	ving at Home			
Name	Birthdate	Charging Pr	ivileges		
		Yes	☐ No		
		Yes	☐ No		
		Yes	☐ No		
		Yes	☐ No		
		Yes	☐ No		
		Yes	☐ No		



## PAYMENT OF DUES, FEES AND CHARGES

I/we hereby acknowledge that all dues, fees and charges for food, beverage, merchandise and services of The 45 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.

<u>Dues can ONLY be paid by the following method</u>: 1. By automatic ACH; or 2. By credit card payment through the Pro Shop based on the 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 Raindance National Resort & Golf 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 Routing #  Account Number  Signature		Account Type: Business Personal  Routing Number Account Number					
**Credit Card Transactions:							
Card number		Card Type: Credit debit					
Zip CodeExpiration 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 The 45 Club Representative's Signature shown below.  Accepted by: The 45 Club National Authorized Representative							
ě	Printed Name		Date				
Member #	Master List Po	OS System	_ Letter				