



## 2021 ANNUAL GOLF MEMBERSHIPS

170 Clear Water Road • Lake Royale, NC • 252-478-3832 • www.rivergolf.net

### Annual Memberships

- |                          |                                      |                             |     |                          |
|--------------------------|--------------------------------------|-----------------------------|-----|--------------------------|
| <input type="checkbox"/> | <b>INDIVIDUAL-</b>                   | Annual Dues: \$ 980         | OR  | Monthly Dues: \$ 90*     |
| <input type="checkbox"/> | <b>1<sup>ST</sup> RESPONDER/POA-</b> | Annual Dues: \$ 880         | OR  | Monthly Dues: \$ 80*     |
| <input type="checkbox"/> | <b>COUPLE-</b>                       | Annual Dues: \$1280         | OR  | Monthly Dues: \$120*     |
| <input type="checkbox"/> | <b>FAMILY-</b>                       | Annual Dues: \$1580         | OR  | Monthly Dues: \$140*     |
| <input type="checkbox"/> | <b>CORPORATE</b>                     | <b>SILVER DUES: \$3600.</b> | OR. | <b>Gold Dues: \$4700</b> |
- \*With Automatic Draft

### Unlimited Driving Range Membership

- Annual Dues: \$600 OR Monthly Dues: \$55

Last Name \_\_\_\_\_ First Name \_\_\_\_\_  M  F

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Contact Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

## CART USAGE

For and in consideration of the rental of the golf cart to me and my use of the golf facilities, I promise and agree to return said golf cart immediately following eighteen (18) holes of play in as good condition as I received same, normal wear & tear expected. I promise and agree to pay for any damages that are sustained to the said golf cart or to any other personal property that may be damaged as a result of my use, operation, care, custody or control of such golf cart or that of my guests. I confirm that I am at least 16 years of age and hold a valid driver's license.

## Applicant Information

Name:

Date of birth:

SSN:

Phone:

Current address:

City:

State:

ZIP Code:

Own    Rent    *(Please circle)*

Monthly payment or rent:

How long?

Corporate Information    Check if not applicable.

Name of Corporation:

Employer address:

How long?

Phone:

E-mail:

EIN:

City:

State:

ZIP Code:

## Emergency Contact

Name of a relative not residing with you:

Address:

Phone:

City:

State:

ZIP Code:

Relationship:

## Spouse Information if joint membership

Name:

Date of birth:

Email:

Phone:

Additional members    Joint     Family     Corporate

1. Name:

M     F

DOB:

Email:

Phone:

2. Name:

M     F

DOB:

Email:

Phone:

3. Name:

M     F

DOB:

Email:

Phone:

4. Name:

M     F

DOB:

Email:

Phone:

## Signatures

I authorize the verification of the information provided on this form as to my credit and employment. I have received a copy of this application.

Signature of applicant:

Date:

Signature of spouse *(only if for a joint membership):*

Date:

# MEMBERSHIP CONTRACT

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THIS MEMBERSHIP AGREEMENT ("Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between The RIVER GOLF COURSE AT LAKE ROYALE ("Club Operator") and \_\_\_\_\_ ("Member").

## PURPOSE & INTENT

Club Operator owns, operates, and manages certain real property and facilities known as The River Golf Club at Lake Royale ("Club") located in Franklin County, North Carolina. The facilities of the Club presently consist of an 18-hole golf course; and a clubhouse with food and beverage facilities, a golf shop, and all other associated facilities (collectively, "Club Facilities").

Member wishes to acquire and Club Operator desires to grant to Member a non-exclusive license to use all or a portion of the Club Facilities as a member of the Club upon payment of 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 in The River Golf Club at Lake Royale ("Application"), the Membership Policies of The River Golf Club at Lake Royale, as in effect from time to time ("Membership Policies"), and the Club Rules of The River Golf Club at Lake Royale, as in effect from time to time ("Club Rules").

For and in consideration of Member's payment to Club Operator of an initiation fee, and in further consideration of the mutual covenants set forth in this Agreement, Club Operator hereby grants to Member, and Member hereby accepts from Club Operator, membership in the Club on the following terms and conditions:

## TERMS & CONDITIONS

- Class of Membership.** Club Operator hereby grants to Member a \_\_\_\_\_ Membership, constituting a license to use all or a portion of the Club Facilities in accordance with the privileges of such class of membership as set forth in the Membership Policies.
- Term of Membership.** The membership shall commence on the later of the date set forth above or the date on which Club Operator approves and accepts Member's Application, as set forth below, and shall continue in effect until terminated as provided in the Membership Policies. This contract shall

automatically renew for successive 12-month terms unless either party provides written notice 60-days prior to end date. Such resignation shall be effective on the first day of the month following the end of the 60-day notice 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.

3. **Membership Fees.** Member acknowledges and agrees that the initiation fee for the membership is **Three-Hundred Dollars** (\$ 300.00). The initiation fees associated with the activation of this Membership will be due upon application or no later than the date of the membership contract. In the event initial membership term is not completed, member is responsible for all monthly dues and fees remaining on their initial 12-month commitment.

Member understands that the membership is subject to payment of the initiation fee set forth above, periodic dues and such other fees and charges as Club Operator may establish pursuant to the Membership Policies (collectively, "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 guests in their use of the Club Facilities.

Member agrees to pay all Membership Fees on or before the due date (last day of the month). Late fees begin accruing the first day of the month following due date. Member understands that delinquency in paying any amounts due will result in late charges of \$50 per month as well as interest at a rate of 1.5% per month. Club Operator has the right to suspend or terminate membership in the Club due to nonpayment. Member further agrees that if Member is delinquent in paying any amounts due, Club Operator shall be entitled to recover from Member late charges, interest, legal fees, and all costs and expenses which Club Operator reasonably incurs in attempting to collect the past due amounts, including, without limitation, attorney's fees and court costs, whether or not suit is filed.

4. **Receipt of Club Documents.** 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.
5. **Assumption of Risks and Indemnification.** (a) In consideration of the membership and 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 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, costs, attorney's fees and settlements, whether or not based on the acts or omissions of Club Operator, resulting from, 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 The River Golf Club at Lake Royale, their respective directors, officers, shareholders, partners, members, agents, contractors, related companies, affiliates, predecessors, successors, assigns and employees, and all persons, corporations, partnerships, and other entities with which they are or may in the future become affiliated. This paragraph shall survive the termination of this Agreement and Member's 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 Member's authorized users and guests, as a condition of invitation to use the Club Facilities, assumes sole responsibility for their personal property. Member acknowledges and understands that Club Operator shall not be responsible for any loss or damage to any personal property which Member, Member's family members, guests, approved designees, or their family members or guests may use or store on the Club premises. Member also 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, 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 Member. Member agrees that Club Operator may charge the cost of any such damage to Member's Club account.

6. **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 other persons, including, without limitation, the general public, as Club Operator may authorize from time to time. Member acknowledges that 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 Club Operator or the Club Facilities.

7. **Transfer and Assignment of Membership.** Member acknowledges that the membership conferred hereunder may not be pledged or assigned and is not transferable, unless and except as otherwise specifically set forth in the Membership Policies.
8. **Contact Information.** Member Agrees to maintain a current email address and contact phone number on file with the club and to regularly check it and the clubs website for news and information.

**MEMBER ACKNOWLEDGES THAT 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 THE MEMBERSHIP.**

This Agreement shall be binding unless and until the Member's Application is approved and accepted on behalf of 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:

The River Golf Club at Lake Royale:

\_\_\_\_\_  
(Print Name)

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_