



HERON LAKES COUNTRY CLUB MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT ("**Agreement**") is entered into as of the _____ day of _____, 20__ by and between Heron Lakes Country Club ("**Club**"), and _____ ("**Member**").

PURPOSE AND INTENT

Club owns, operates and manages certain real property and facilities known as Heron Lakes Country Club located in Mobile, Alabama. The facilities of the Club presently consist of an 18-hole golf courses; a swimming pool; tennis courts; fitness center; and a clubhouse with food and beverage facilities, locker rooms, a golf shop, and golf club storage facilities (collectively, "**Club Facilities**").

Member wishes to acquire and Club 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 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 Heron Lakes Country Club ("**Application**"), the Membership Policy of Heron Lakes Country Club, as in effect from time to time ("**Membership Policy**"), and the Club Rules of Heron Lakes Country Club as in effect from time to time ("**Club Rules**").

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

TERMS AND CONDITIONS

1. 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.

2. Term of Membership. All new memberships shall commence on the later of the date set forth above or the date on which Club approves and accepts Member's Application. There is no obligation to continue membership for any length of time. There will be a deferred initiation fee for new members.

3. Membership Fees. Member acknowledges and agrees that the initiation fee for the membership is _____ Dollars (\$_____).

The initiation fee for new members is deferred with a 36-month agreement. Existing members do not have an initiation fee. The initiation fee upon termination is prorated by the time the member stayed with the club and is only charged if a member leaves before the end of the 36-month commitment. The proration is comparable to the time the membership lasts (i.e. if a Member terminated the membership after 18 months, they would pay 50% of the deferred initiation fee.) If a Member leaves for relocation of more than 100 miles or has a personal or family obligation that doesn't allow them to participate as a Member (waiving the fee will be at the Club's discretion) the fee will be waived upon the termination of the Membership. After 36 months of continuous membership, the initiation fee is waived. The current deferred initiation fee for new members is \$2000 for Class A Members and \$1000 for House Members.

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 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 due on the 5th of each month by an automatic draft from a credit card or ACH or by the 10th if the member selects to pay by check. The Club will email a statement to every member on the 5th of each month. It is the Member's responsibility to make sure they receive a statement; the club will not mail statements. Member understands that delinquency in paying any amounts due will result in a \$100 late penalty on the 11th, and a daily late penalty of \$20 per day starting on the 12th. Further measures for Member delinquency will be at the Club's discretion and will include but are not limited to suspension or termination of membership privileges, and expulsion from membership in the Club. Member further agrees that if Member is delinquent in paying any amounts due, Club shall be entitled to recover from Member late charges, and all costs and expenses which Club 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, Club Rules and Membership Benefits and Current Rates 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 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 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" shall include Heron Lakes Country Club and Bloom Golf Management, their respective directors, officers, shareholders, partners, members, agents, 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, assume sole responsibility for their personal property. Member acknowledges and understands that Club 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, whether in lockers or elsewhere. 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 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 may authorize from time to time. Member acknowledges that Member acquires no ownership or vested rights in

or to the Club Facilities or Club, and does not have any right to participate in the management or control of Club 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. Member Agrees to maintain a current email address on file with the club and to regularly check it and the club's 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 not be binding unless and until the Member's Application is approved and accepted on behalf of Club as provided therein and this Agreement is executed below by Club.

IN WITNESS WHERE OF, Club and Member have caused this Agreement to be executed on their behalf.

CLUB:

MEMBER:

Heron Lakes Country Club

By: _____

By: _____

Its: _____

Member: _____

(Print Name)