



## **EAGLE'S NEST MEMBERSHIP AGREEMENT**

### ***ELIGIBILITY***

At the discretion of the management of Eagle Ridge Golf Club, a limited number of Individual and Couples Eagle's Nest memberships are available to the general public without discriminatory regard to race, creed, religion or national origin. Prospective purchasers must complete an application and acknowledge understanding of all terms, policies, and conditions contained herein. Dependents 21 years or younger living with the Eagle's Nest member may be added to a couple's membership or may be considered the second party of a couple's membership.

The management of Eagle Ridge Golf Club reserves the right to cancel or amend this offer at any time without notice. The management also reserves the right to revoke an Eagle's Nest membership for a member's violation of contract terms, and or golf club and clubhouse rules and policies.

### ***RESERVATIONS & CANCELLATIONS***

Deluxe Eagle's Nest members may reserve any starting times up to 45 days in advance.

Weekday Eagle's Nest members may reserve starting times on any Monday – Friday (excluding holidays) 45 days in advance; and starting times on Saturday, Sunday & holiday at 25% off the regular posted greens fees 14 days in advance.

Starting times not canceled at least 24 hours in advance of play will be billed to the member at the regular posted greens fee and cart fee (when applicable) for each player reserved.

### ***PRACTICE PRIVILEGES***

Complimentary practice balls are available to every member. Member's wishing to use practice balls or any practice area without the benefit of a starting time may do so at the discretion of the golf club staff on duty. Members must check in with the golf shop staff before proceeding to any practice area. Failure to check in may result in suspension of practice privileges or loss of membership.

### ***GUEST POLICY AND FEES***

Eagle's Nest members must accompany all guests. Guest discounts do not apply to golf car rental fees. Golf car rental may be required, depending on the starting time. All guest fees are payable at the time of play and may be charged to a member's account. Guest discounts are not in effect for tournaments or special events.

### ***DISCOUNTS***

Eagle's Nest members receive 20% off all *regularly priced* golf shop merchandise, exclusive of golf clubs, and 10% off all *regularly priced* golf clubs.

### ***CHARGE PRIVILEGES***

Any Eagle's Nest member may have club charge privileges with a valid credit card and authorizing signature on file with the Golf Club. He or she may also authorize dependant members to exercise charge privileges to his/her account. Members may elect to authorize payment of monthly charges with the credit card on file, or may pay by cash or check in accordance with the payment terms set forth herein under "Payment of Dues, Fees, and Charges." Members must present their membership card at the time of charged purchases and should write their member number and signature on each sales ticket for charged purchases.

## ***CHILDREN***

Children under the age of 16 are welcome on the golf course and in the clubhouse when accompanied by an adult, unless the general manager, head golf professional, or director of instruction has granted permission for an unaccompanied visit in advance.

## ***CHECKING IN***

To maintain the integrity of play administration, all players must register in the golf shop at least 10 minutes prior to a reserved starting time. Failure to do so may result in a cancellation or delay if other parties are prepared to play or are on standby. Forced cancellations will be charged in accordance with the 24-hour cancellation policy if standby players do not fill the starting time.

## ***RULES, PACE OF PLAY, & GOLF CAR LIMITATIONS***

United States Golf Association Rules of Golf are in effect at all times as are local rules posted on the scorecard or in the Golf Shop. Special rules and formats or modified games other than those recognized by the U.S.G.A. are subject to the approval of the management of Eagle Ridge Golf Club.

Players are required to keep pace with the group in front of them at all times and/or to complete 18 holes in four hours and 30 minutes, whichever is less. Player assistance personnel will provide other helpful information and assistance and will monitor play throughout a round.

As a rule, golf cars are allowed on the fairways of all par 4s and par 5s at a 90-degree angle from the ball to the cart path. However, inclement weather or other conditions may evoke further cart restrictions. The golf staff will notify players of any temporary restrictions, but players are expected to use refrain from driving golf cars where it may damage the golf course. Privately owned golf cars are not allowed. No more than two cars per foursome are allowed unless authorized by the Golf Shop. No more than two riders and two golf bags per car.

## ***AVAILABILITY OF FACILITIES***

The management of Eagle Ridge Golf Club reserves the right to host special events such as weddings, parties, and golf tournaments. Such events may partially restrict the availability of golf course starting times and any or all of the practice areas. Such special events also may preclude the use of the clubhouse dining areas, lounge, and Eagle's Nest room. Any or all practice areas also may be unavailable from time to time because of inclement weather or maintenance practices.

## ***The EAGLE'S NEST ROOM***

Eagle's Nest members exclusively may use the Eagle's Nest Room when it is not closed for specific use by a special event. Complimentary refreshments as designated by Golf Club management are available to Eagle's Nest members only from the Deli and are not available on the golf course or in any other part of the clubhouse. Bar and restaurant service is available during regular clubhouse hours when not suspended for a special event.

## ***DRESS CODE***

All players at Eagle Ridge Golf Club must wear alternative spikes. Men must wear shirts with a collar and sleeves at all times. Ladies must wear a shirt with sleeves or a collar. Denim, cut-off shorts, gym shorts, tank tops, halter-tops, swimwear, and short shorts are not allowed on the golf course or in the clubhouse at any time.

## ***TERMS & RENEWAL***

The term of any 2005 Eagle's Nest membership begins April 1, 2005 and expires March 31, 2006. However, memberships bought before the published effective date are effective from the date of purchase through the published expiration date at no increased annual fee. Monthly dues commence for the first month in which the membership is purchased.

Eagle's Nest membership annual fees are pro-rated by subtracting from an individual or couple's membership \$100 per full month forfeited when purchased between May 1 and December 31, 2005. No pro-ration is calculated for partial months. (Example: A membership purchased May 1, 2005 would be prorated by \$100 for the month of April, 2005. A membership purchased May 15, 2005 also would be prorated by \$100 for the month of April 2005. No pro-ration would be made for the portion of May not purchased.)

## ***PAYMENT OF DUES, FEES, AND CHARGES***

Charges to an Eagle's Nest member's charge account and the current month's dues will be billed by the 10<sup>th</sup> of each month and are due and payable by the 25<sup>th</sup> of each month. Members may elect to pay their monthly dues and/or charge account balances with a valid credit card and authorizing signature on file with the Golf Club. Failure to satisfy a membership charge account balance may result in the suspension of charge or membership privileges until payment is made in full. Such failure also may be grounds for membership revocation at the discretion of the Golf Club general manager. Overdue charges will accrue 1.5 percent interest (or the maximum allowed by California state law) per month. Account balances more than 45 days past due will be charged to the credit card on file.

## ***TRANSFERS & REVOCATIONS***

Membership privileges are personal to the member and may not be sold, transferred, or otherwise assigned in any manner. Privileges shall cease and terminate upon the death of the member(s). Any fees paid are non-refundable.

The management of Eagle Ridge Golf Club may revoke any membership if a member violates any terms of this contract agreement, which may change from time to time. No portion of any fees paid is refundable upon revocation of a membership.

## ***GOLF CLUB MANAGEMENT***

Policies and procedures are established and administered by the Golf Club management, including but not limited to the general manager, head golf professional, food and beverage director, golf staff, and others so designated by the Golf Club. Eagle Ridge Golf Club is a privately owned, daily-fee golf course. An Eagle's Nest membership in no way conveys any rights of golf club membership or ownership.

# APPLICATION FOR EAGLE'S NEST MEMBERSHIP

Please include name of spouse, significant other, or dependant for a couple's account.

NAME: \_\_\_\_\_ & \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

DAYTIME PHONE: \_\_\_\_\_ EVE PHONE: \_\_\_\_\_

NAME(S) OF DEPENDANT(S) TO BE ADDED TO A COUPLE'S ACCOUNT

1.) \_\_\_\_\_ 2.) \_\_\_\_\_

3.) \_\_\_\_\_ 4.) \_\_\_\_\_

TYPE OF MEMBERSHIP:

DELUXE INDIVIDUAL \_\_\_\_\_ WEEKDAY INDIVIDUAL \_\_\_\_\_

DELUXE COUPLE \_\_\_\_\_ WEEKDAY COUPLE \_\_\_\_\_

MEMBERSHIP EFFECTIVE DATE (Date of purchase): \_\_\_\_\_

ANNUAL FEE: \_\_\_\_\_

Monthly dues will be \_\_\_\_\_ commencing on the first day of \_\_\_\_\_  
(month & year)

Do you have an NCGA card? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, what is your GHIN # \_\_\_\_\_

I/We hereby apply to purchase an Eagle's Nest Membership from Eagle Ridge Golf Club. I/We have read the Eagle's Nest Membership Agreement and agree to the terms it sets forth, which may change from time to time as determined by the management of the Golf Club.

\_\_\_\_\_  
APPLICANT'S SIGNATURE DATE

\_\_\_\_\_  
APPLICANT'S SIGNATURE DATE

\_\_\_\_\_  
Received by (golf staff) DATE

MEMBERSHIP NUMBER ASSIGNED \_\_\_\_\_

# CREDIT CARD AUTHORIZATION

Mandatory for Eagle's Nest membership

\_\_\_\_\_  
valid credit card number

\_\_\_\_\_  
expiration date

\_\_\_\_\_  
authorized signature

By initialing the following, I hereby authorize Eagle Ridge to charge to the above credit card:

  X   Only unpaid dues and charge account balances more than 45 days overdue (**mandatory**)

       Current charge account balances on or before the 25<sup>th</sup> of each month (optional)

## REQUEST FOR CHARGE PRIVILEGES

As an Eagle's Nest member, I hereby request the use of charge privileges at Eagle Ridge Golf Club for myself and the dependant members listed here.

\_\_\_\_\_  
your name

\_\_\_\_\_  
spouse or first dependant

\_\_\_\_\_  
dependant

\_\_\_\_\_  
dependant

\_\_\_\_\_  
dependant

\_\_\_\_\_  
dependant

\_\_\_\_\_  
Member's signature

       I hereby **decline** charge account privileges at Eagle Ridge Golf Club. I understand I may initiate a charge account by written request as long as I am a member in good standing.