

# MEMBERSHIP APPLICATION AND AGREEMENT

**2023-2024**

This Membership Application and Agreement (hereinafter the "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by the applicant for the purpose of applying for Membership in the Monroe Golf and Country Club (hereinafter "MGCC").

## RECITALS

MGCC, 611 Cole Road, Monroe, MI 48162 operates a semi-private golf and dining facility. Member desires an opportunity to enjoy the MGCC facilities to obtain certain privileges and hereby agrees to become a member on the terms and conditions set forth herein.

For good and valuable consideration, Member covenants and agrees as follows:

1. MEMBER. For purposes of this Agreement "Member" shall mean the person/persons identified on the MGCC "Membership Application and Agreement" and to determine membership qualification the eldest applicant's age shall be used to determine classification.
2. MEMBERSHIP. Upon payment of the Membership dues, Membership privileges will be active for one year commencing on the date full application and dues are received by MGCC. Payment of the membership fee does not give Member any right, interest or ownership in MGCC. Membership privileges are limited to the Member and the Member's family listed in this Agreement and may not be sold, transferred or otherwise assigned in any manner. Privileges shall cease and terminate upon death of a Member excluding family memberships, where the additional listed family may enjoy the privileges of membership as long as the account is in good standing. MGCC may revoke a membership, at MGCC's sole and absolute discretion, if the Member violates the terms of this Agreement or does harm to club's property or reputation. No portion of any fees paid will be refunded upon revocation or suspension of the Membership, other than as set forth below.
3. MEMBER PRIVILEGES. For the duration of the Membership term, Member will receive certain benefits which may vary and are dependent upon the type of membership elected. These benefits are referred to as "Member Privileges" and MGCC reserves the right to modify Member Privileges at any time.

4. MEMBERSHIP TYPES. MGCC provides the following Memberships: A. Executive Family, B. Executive Single, C. Golf Single, D. Young Professional Family, E. Young Professional Single, F. Social/Pool Annual Membership, and G. Social Membership. The Member may also elect to pay for the Member's cart fees on an annual basis at a fee of \$500 for a single membership and \$600 for a family membership.

5. MEMBERSHIP PAYMENTS. Membership dues shall be paid in full or in (12) twelve monthly installments due in advance on the 1<sup>st</sup> of each month. Full annual membership dues may be paid in cash, by check, or credit card. Monthly installments will be paid in advance by credit card on file using autopay on the first of each month.

#### 6. MEMBERSHIP CHOICE

A. EXECUTIVE FAMILY ANNUAL MEMBERSHIP. The Executive Family Annual Membership is for an individual and his/her legal spouse and dependent children under 18 years of age or student with valid ID under 22 years of age. The fee shall be \$4,011 annually. The family annual membership privileges are unlimited golf, advance tee time reservations, unlimited driving range, USGA handicap maintenance, golf bag storage, pool access, locker room access, private dining access, and early event booking. All merchandise and food purchases may be charged to the Member's account which shall be paid in full each month.

B. EXECUTIVE SINGLE ANNUAL MEMBERSHIP. The Executive Single Annual Membership is for an individual person. The fee shall be \$3,003 annually. Privileges are unlimited golf, advance tee time reservations, unlimited driving range, USGA handicap maintenance, golf bag storage, pool access, locker room access, private dining access, access to Members Only Events and early event booking. All merchandise and food purchases may be charged to the Member's account which shall be paid in full each month.

C. GOLF SINGLE ANNUAL MEMBERSHIP. The Golf Single Annual Membership is for an individual person. The fee shall be \$2,446.00 annually for the golf single membership. Privileges are unlimited golf, bag storage, unlimited driving range, USGA handicap maintenance, locker room access, private dining access, access to Members Only Events and early event booking. All merchandise and food purchases may be charged to the Member's account which shall be paid in full each month.

D. YOUNG PROFESSIONAL FAMILY ANNUAL MEMBERSHIP. The Young Professional Family Annual Membership is for an individual under the age of 35 at the time the Agreement is signed and his/her legal spouse and dependent children under 18 years of age or student(s) with valid ID under 22 years of age. The fee shall be \$2,226 annually. The Young Professional Family Annual Membership privileges are unlimited golf, advance tee time reservations, unlimited driving range, USGA handicap maintenance, golf bag storage, pool access, locker room access, private dining access, and early event booking. All merchandise and food purchases may be charged to the Member's account which shall be paid in full each month.

E. YOUNG PROFESSIONAL SINGLE ANNUAL MEMBERSHIP: The Young Professional Single Annual Membership is for an individual under the age of 35 at the time the Agreement is signed. The fee shall be \$1,890.00 annually. Privileges are unlimited golf, advance tee time reservations, unlimited driving range, USGA handicap maintenance, golf bag storage, pool access, locker room access, private dining access, access to Members Only Events and early event booking. All merchandise and food purchases may be charged to the Member's account which shall be paid in full each month.

F. SOCIAL/POOL ANNUAL MEMBERSHIP. The Social/Pool Membership is for an individual and his/her legal spouse and dependent children under the age of 18. The fee shall be \$1,260.00 annually. The privileges include pool access, private dining access, early event booking, and access to Members Only Events. All merchandise and food purchases may be charged to Member's account which shall be paid in full each month.

G. SOCIAL MEMBERSHIP. The Social Membership is for an individual and his/her legal spouse and dependent children under 18 years of age. The fee shall be \$640 annually. The privileges include private dining access, early event booking and access to Members Only Events. All merchandise and food purchases may be charged to Member's account which shall be paid in full each month.

7. GOLF CART AGREEMENT. Member acknowledges that he/she is aware that golf carts are an amenity available at an additional fee and if the Member chooses to rent said golf cart the Member warrants that the Member is familiar with the operation of the golf cart and agrees to return said golf cart at the end of play in as good of condition as received. The annual fee for golf cart rental, if elected, is \$500.00 annually for a Single Membership and \$600.00 for a Family Membership. Member Further agrees to reimburse MGCC for any and all damage incurred during the use or rental of a golf cart by either the member, authorized family member or a guest of the member.

8. INDEMNIFICATION; ASSUMPTION OF RISK. The Member hereby covenants and agrees to fully indemnify, defend, and hold the MGCC and its owners, officers, employees, and other agents, harmless from and against any and all liabilities, claims, actions, lawsuits, demands or damages incident to or arising out of acts or omissions of the Member, the Member's family and the Member's guests. Further, the Member covenants and agrees to hold the MGCC and its owners, officers, employees, and other agents, harmless from any and all damages to the Member's person or property and the person and property of the Member's family and guests arising out of or related to the use or occupancy of MGCC facilities of any nature whatsoever.

9. FACILITY WAIVER & SWIMMING POOL RELEASE OF LIABILITY & INDEMNIFICATION.

Please read carefully by signing this document you waive certain rights including the right to sue. If you, your authorized family members or guests choose to use the facilities You agree that you recognize and fully understand certain things including but not limited to.

**At no time is there a lifeguard on duty, you are responsible for the supervision and care of yourself, your family and your guests that use the facilities including the pool.**

That the use of the facilities involves certain risks including but not limited to accidental drowning, Injury from unsupervised divers and swimmers colliding, Injury from tripping and falling over obstacles in the pool area, Injuries from participating in any action in the pool. You recognize and understand this is not a full or complete or exhaustive list of all possible risks, these are simply examples of types of risks you are assuming. In exchange for the MGCC allowing me to utilize the pool and golf facilities area during my membership, I hereby agree to the conditions below. I fully intend and choose to give up the legal rights, as stated below:

- A. TO WAIVE ANY AND ALL CLAIMS that I , My Family or My guests have or may have in the future against the Owners, its directors, officers, employees, agents, or representatives (hereinafter referred to as the "Releasees") relating to my use of the pool and pool area and Golf Facilities and Golf Carts
- B. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, expense, or other cost that I may suffer or that my next of kin may suffer in connection with my use of the Releasees pool or pool area, Golf facilities and Golf Carts to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
- C. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability to property, or personal injury to, any third party including my participating family and any guests I may bring , resulting from the use of the pool or pool area, Golf facilities or Golf Carts
- D. That YOU are responsible and will adhere to all the rules of the property;
- E. That this Waiver, Release, and Agreement is fully effective and shall be effective and

binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate.

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10. EARLY TERMINATION OR SUSPENSION OF MEMBERSHIP. In the event that the Member is activated for military service, or is relocated for business more than fifty (50) miles from Member's address set forth on the Member's enrollment form, MGCC may suspend or terminate Member's membership at its sole discretion. In the event of military service, Member shall provide a copy of military orders from the issuing authority. In the event of relocation, the Member must provide proof of residency to MGCC's satisfaction. In the event of termination, MGCC will issue a prorated refund of Membership fees. In the event of suspension, MGCC will not issue any refund, but will freeze the membership for the suspension period. Decisions regarding early termination or suspension of membership will be determined by MGCC, in its sole and absolute discretion.
  
11. EXTENDED TERM OF AGREEMENT. Provided that the Member is not in default pursuant to the terms of this Agreement and the Member has fully complied with all MGCC Member rules and regulations during the term of this Agreement, the MG&CC and Member shall automatically extend the term of this Agreement on its anniversary date for an additional twelve month period in perpetuity. During the extended period, the Agreement terms and conditions shall continue to apply during the extended term, except that the Member's annual fee for which applied to the Membership Choice selected by the Member shall automatically be increased by the MGCC. The MGCC will post to website "www.monroe.golf" its annual fees for each "Membership Choice" effective on or about February 1<sup>st</sup> of the then current year. In the event the Member elects to terminate the Membership Agreement or to change the Membership Choice the Member shall give the MGCC written notice not less than forty-five days prior to the anniversary date of each year. If the Member fails to give the written notice of termination or the change in Membership Choice as hereinbefore set forth then the Member shall remain fully liable pursuant to the Agreement for the extended twelve month term.
  
12. MONTHLY CHARGE ACCOUNTS. I understand and acknowledge receipt of the Membership Agreement and covenant and agree fully to the terms herein.  
Further,
  - a. I agree to pay all fees, dues and other charges for which I or one of my guests are responsible for under the terms of the Membership Agreement on or before the due date.
  
  - b. I agree to be responsible for all charges incurred by my family members and guests while using the facilities.
  
  - c. I understand that delinquency in paying any amount due will result in a 1.5% late payment fee on the amount past due. I also acknowledge that delinquent

amounts may result in suspension or termination of my charging privileges at the MGCC.

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d. I hereby acknowledge receipt of the MGCC Agreement that I have read and understand the Agreement and hereby covenant and agree to be bound by the terms and conditions of this Agreement as from time to time by MGCC.

e. I hereby agree that all fees, dues and charges to my account will be charged monthly to my credit card on file and the signature below verifies I authorize MGCC to charge the credit card monthly with no further authorization.

This Membership Agreement may not be amended or modified, nor shall any waiver of any provision be effective, except by an instrument in writing executed by the general manager or owners of MGCC.

THE ABOVE TERMS ARE ACCEPTED BY APPLICANT:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

MEMBERSHIP TYPE: \_\_\_\_\_

GOLF CART ANNUAL PASS: please initial YES \_\_\_\_\_ NO \_\_\_\_\_

MEMBERS ADDITIONAL INFORMATION

MEMBER# \_\_\_\_\_

DRIVER LICENSE No. \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ ADDRESS:

\_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ HOME

PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

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

REFERRED BY:

\_\_\_\_\_

FAMILY NAMES:

FIRST \_\_\_\_\_ LAST \_\_\_\_\_ DOB \_\_\_\_\_

FIRST \_\_\_\_\_ LAST \_\_\_\_\_ DOB \_\_\_\_\_

FIRST \_\_\_\_\_ LAST \_\_\_\_\_ DOB \_\_\_\_\_

FIRST \_\_\_\_\_ LAST \_\_\_\_\_ DOB \_\_\_\_\_

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