****

**2022 Membership Program**

**APPLICATION AND AGREEMENT**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Member # \_\_\_\_\_\_\_\_\_\_**

**Spouse Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Member #\_\_\_\_\_\_\_\_\_\_\_**

**Street**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**City:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **State:** \_\_\_\_\_\_\_\_ **Zip:** \_\_\_\_\_\_\_\_\_\_\_\_\_

**E-Mail**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Fax:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Agreement for a Todd Creek Golf Club Membership Program is between Todd Creek Golf Club and the undersigned Membership Program Participant. Upon acceptance and approval of this application by Todd Creek Golf Club, the following terms and conditions shall apply.

A. **The Participant Understands and Agrees:**

1. To the Rules and Regulations of Todd Creek Golf Club now in force or in the future adopted by Todd Creek Golf Club, including but not limited to:
   1. Rules and Regulations with regard to hours of operation.
   2. Use of equipment and facilities.
   3. Personal conduct and attire. Todd Creek Golf Club reserves the right to revoke or suspend your contract for violation of any Rule or Regulation of Todd Creek Golf Club by you or your guests by way of nuisance, disturbance to other members or golfers using the golf course and facilities, disruptive behavior, any conduct that Todd Creek Golf Club determines is prejudicial to the welfare, good order and character of Todd Creek Golf Club or if Todd Creek Golf Club determines that your actions may endanger yourself or other persons. If your contract is suspended or revoked there will be no refund of fees.
2. To pay the entire Membership Program fee set forth below. Other than in the event of permitted cancellation described below, Membership Program Participant(s) shall not be relieved of the obligation to pay any balances in accordance with this Agreement, and no deduction or allowance from payment shall be made by reason of the absence or withdrawal of the Membership Program Participant(s) from Todd Creek Golf Club or by reason of the Membership Program Participant’s failure to use Todd Creek Golf Club facilities.
3. All payments are Non-Refundable.
4. All Membership Programs are non-transferable without the prior written approval of Todd Creek Golf Club and the payment of a transfer fee, which is subject to change from time to time at the discretion of Todd Creek Golf Club management.
5. This Agreement does not grant any lifetime rights to the Membership Program Participant(s). Todd Creek Golf Club reserves the right to reject any application or to terminate the use of its facilities or any part thereof by Membership Program Participant(s) at any time, with or without cause, after giving (30) days notice, in which event pro rated adjustments in the Membership Program fee may be made.
6. This Agreement is assignable by Todd Creek Golf Club.
7. THIS TODD CREEK GOLF CLUB MEMBERSHIP PROGRAM IS GOOD FOR THE CALENDAR YEAR OF 2022 AND COMMENCES THE 1st DAY OF MARCH 2022 AND WILL CONCLUDE THE 30TH DAY OF NOVEMBER 2022.
8. Todd Creek Golf Club is a semi-private golf course open to the public and tee times reservations may not be available when requested, and that the Golf Course may be closed from time to time without notice for tournaments and golf course maintenance projects. Tournament schedule for the season will be available to Members.

10. Todd Creek Golf Club maintains a twenty-four (24) hour

cancellation policy and Todd Creek Golf Club reserves the

right to charge Participants full green fees for all tee times not

cancelled at least twenty-four (24) hours in advance.

B. **Todd Creek Golf Club Agrees:**

1. The Membership Program consists of:
   * Restricted Tee Time Availability
   * Practice Facility Membership
   * GHIN Handicap
   * Discounts Off Non-Sale Golf Shop Merchandise
   * 14 Day Advance Reservations
   * Access to Member Events
2. That the Membership Program Participant(s) shall be entitled to all the Rights and Privileges due Membership Program Participants in good standing under the Rules and Regulations as they may now exist and as they may from time to time be amended or supplemented.
3. In the event of a Membership Program Participant’s death or disability, said Participant or his estate may terminate his Contract by providing to Todd Creek Golf Club objective evidence from a third party of such death or disability that is satisfactory to Todd Creek Golf Club, in which case the Participant’s liability for fees shall terminate as of the date of such death or disability. Membership Program Participant is hereby authorizing Todd Creek Golf Club or its agents to charge to the Participant’s credit card account the fees specified below. Participant hereby specifically authorizes his/her bank to make payment of such charges to Todd Creek Golf Club and that treatment of payment shall be the same as if Participant signed it individually.

**ALL MEMBERS WHO PAY FOR A PERSONAL CART TRAIL FEE MUST PAY AN $11.00 CART FEE WHENEVER TAKING A TODD CREEK GOLF CART.**

**Please select the option for the 2022 golf pass program that applies:**

**Season Long Memberships (March 1st – November 30th)**

Individual Weekday \_\_\_ w/ personal cart $3,750 \_\_\_ w/ TC cart $4,200

Individual Unlimited \_\_\_ w/ personal cart $4,500 \_\_\_ w/ TC cart $5,000

Couple Weekday \_\_\_ w/ personal cart $5,000 \_\_\_ w/ TC cart $5,600

Couple Unlimited \_\_\_ w/ personal cart $5,500 \_\_\_ w/ TC cart $6,000

-Weekday memberships are Monday – Thursday anytime & Friday only after 12:00pm

-Unlimited memberships are valid 7 days a week and include Holidays

**Month by Month Membership** (**6 Month Minimum**)

Individual Weekday \_\_\_ w/ personal cart $475 \_\_\_ w/ TC cart $525

Couple Weekday \_\_\_ w/ personal cart $650 \_\_\_ w/ TC cart $750

Select months below:

March\_\_\_ April\_\_\_ May\_\_\_ June\_\_\_ July\_\_\_ August\_\_\_ Sept\_\_\_ Oct\_\_\_ Nov\_\_\_

-Weekday memberships are Monday – Thursday anytime & Friday only after 12:00pm

**Twilight Memberships** (Valid 7 days a week after 2:00 p.m. **No Holidays**)

Individual \_\_\_ w/ personal cart $2,500 \_\_\_ w/ TC cart $3,000

Couple \_\_\_ w/ personal cart $3,250 \_\_\_ w/ TC cart $4,000

**Public Membership:** (Valid Monday-Thursday, **No Holidays**)

Individual Weekday \_\_\_ carts included $5,000

Individual Unlimited \_\_\_ carts included $6,000

Couple Weekday \_\_\_ carts included $6,000

Couple Unlimited \_\_\_ carts included $7,000

**Corporate Membership:** (Valid everyday March 1st – November 31st)

One Daily Foursome \_\_\_ carts included $17,800

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

C. **Payment**

(Circle one) MasterCard Visa American Express Discover

Credit Card Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Exp:\_\_\_\_\_\_\_\_\_\_\_\_\_

Fees Received:

Yearly Payment Plan $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (circle one) Cash Check Credit

*Full Payment Required*

Total Paid $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fees Per Month $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

D. This Agreement can be amended only in writing and signed by both parties. Any claim or damages sought by one party against the other under this Agreement shall be limited to actual damages and the award of actual damages or any interpretation of this Agreement will be sought solely through binding arbitration under the auspices of the American Arbitration Association. The ruling by that Association will be deemed as final and binding.

I hereby make application for a Todd Creek Golf Club Membership Program and hereby agree to abide by this Agreement and all Rules and Regulations of Todd Creek Golf Club, and hereby agree to pay total Membership Program Fees of $\_\_\_\_\_\_\_\_\_\_\_\_ for the Membership Program. I understand my Agreement is seasonal and may be renewed at the sole discretion of Todd Creek Golf Club.

Agreed To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Membership Program Participant

Accepted By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Todd Creek Golf Club Representative