

**Briarbrook Golf Course**  
**Annual Membership Agreement**  
**2015**

**Terms and Conditions**

- 1) Acceptance of Members: By completion of this Agreement, each Member agrees to be bound by the terms of this Membership Agreement and all Briarbrook Rules and Regulations now in existence or as amended or established by Briarbrook from time to time hereafter.
- 2) Annual Memberships and Monthly Dues: An annual family membership fee is required to become a Member of Briarbrook. This membership fee and optional trail fee may be paid annually or monthly, per the Member's preference. The membership and trail fees are non-refundable. Annual or monthly fees are to be paid in a timely manner. Annual fees are to be paid upon completion of this document. Monthly fees for the Member are for twelve (12) months and shall start on the first of the month following the date this agreement is signed and are due and payable via ACH on the 1<sup>st</sup> or the 15<sup>th</sup> of each month for 12 consecutive months. If you elected to use the ACH program, your membership will automatically roll over at the end of your 12 month agreement. It will be the responsibility of the member to notify the General Manager if you choose not to keep your membership. At this point in the membership you will be able to cancel your membership simply by writing a letter to the Board of Directors & General Manager stating your circumstances for dropping your membership.
- 3) One Year Commitment: As part of the consideration for membership, the Member hereby agrees to remain a Member and pay the annual or monthly fees of a Member for a period of one (1) year from the date of this Agreement. Likewise, Member paying trail fees agrees to pay the annual or monthly fees for a period of one (1) year from the date of this Agreement. Member paying unlimited cart fees agrees to pay the annual or monthly fees for a period of one (1) year from the date of this Agreement.
- 4) Membership Privileges: An annual membership includes, for a 12 month period, the following privileges for your household:
  - a) All daily green fees, seven (7) days a week.
  - b) Ability to participate in golf tournaments at a reduced member rate.
  - c) Access to the driving range and range balls
  - d) Access to the swimming pool during regular seasonal hours
  - e) Access to purchase locker in Member locker room on a first come, first served basis.
- 5) Household Membership: Membership is payable at a per-family rate. For the terms of this agreement, a "Household" consists of the Member's immediate family members living in the same dwelling as the Member. The term "Member" applies to all members of the household. Children over the age of 18 and attending college full-time are considered to be under the membership.
- 6) Use of Clubhouse and Golf Course: The Member shall be entitled to enjoy all the privileges of use of Clubhouse and golf course subject to the restrictions contained in this Membership Agreement and any Briarbrook Rules and Regulations.
- 7) Briarbrook Rules and Regulations: Attached to this Membership Agreement are Briarbrook's Rules and Regulations. By signing this Agreement the Member is acknowledging that he/she has read, understands, and agrees to abide by all Briarbrook Rules and Regulations, codes of conduct, and dress codes, and understands that Briarbrook may, from time to time, amend such rules, regulations, and codes, or may establish additional ones.
- 8) Default: The Member shall be in default of this Agreement if any of the following occur:
  - a) The Member fails to timely pay the annual or monthly dues to Briarbrook or to pay when due any other fees, charges, or other payments required by Briarbrook.
  - b) The Member violates any of Briarbrook Rules and Regulations, codes of conduct, or dress codes.

9) Remedies in Case of Default: In the event of default of this Agreement by the Member, Briarbrook shall have the option to revoke the Member's membership and all rights and privileges of Briarbrook with no refund of any amount previously paid by the Member. Briarbrook also retains the right to pursue any additional remedy available in law or equity. The Member hereby agrees that no form of notice of default shall be required if the nature of the default relates to failure to pay monthly dues, fees, charges, or any violation of Briarbrook Rules and Regulations. Briarbrook reserves the right to refuse Member access to golf course or swimming pool for the remainder of the contract year.

10) Availability of Facilities: Briarbrook reserves the right to host special events and golf tournaments. Such events may partially restrict the availability of golf course starting times and any or all Briarbrook facilities, including but not limited to, use of Clubhouse, snack bar, practice range, and the golf course itself. Briarbrook shall have no liability for the temporary suspension of any privilege due to maintenance, repair, construction, improvements, acts of God, inclement weather, utility disruptions, or any and all other matters beyond the control of Briarbrook.

11) Indemnification and Damage by Members or Guests: If a Member, or the guest of a Member, damages any facility of Briarbrook, or causes personal injury while on or near any facility of Briarbrook, such Member shall be liable for all claims, damages and costs arising thereof.

12) General Limitations: Briarbrook shall have no liability for the physical damage, theft, or loss of any personal property of Members or their Guests in any way arising from use of Briarbrook's facilities, to the greatest extent allowable by law.

13) Assignment: The Member's rights, privileges, or interests under this Agreement are not assignable or transferable. However, Briarbrook may assign its interest in this Agreement, and the liability of the assignor shall be terminated as to events occurring after assignment.

14) Entire Agreement: This Agreement, the Application for Membership, and Briarbrook's Rules and Regulations constitute the entire Agreement between the parties pertaining to its subject matter and supersedes all prior communications, representations, or agreements, verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year written below. The Member acknowledges that he has received and read a copy of Briarbrook Rules and Regulations, and understands all of the provisions of such documents. The Member acknowledges that he has read this Membership Agreement and agrees to all paragraphs contained herein and to abide by the Application for Membership, the Membership Agreement, and Briarbrook Rules and Regulations as set forth by the Briarbrook Community Improvement District.

\_\_\_\_\_  
Member's Signature

Briarbrook Community Improvement District

\_\_\_\_\_  
Member's Name (Printed)

\_\_\_\_\_  
Briarbrook Official's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **Briarbrook Community Improvement District**

## **Briarbrook Rules and Regulations**

Members and their guests are required to abide by the following Rules and Regulations. Briarbrook reserves the right to revoke a Member's membership in Briarbrook if the Member does not adhere to the conduct outlined in this document. Briarbrook may, from time to time, amend such rules, regulations, and codes, or may establish additional ones, as it deems necessary.

- 1) **Golf Course Etiquette:** Members and guests should be mindful of others when golfing at Briarbrook. The following guidelines will help to keep the course in better shape as well as keep up the pace of play.
  - a) All players must register at Clubhouse before starting play.
  - b) Use proper golf etiquette.
  - c) USGA rules govern all play.
  - d) Slower groups need to allow faster groups to play through to maintain pace on the course.
  - e) Replace divots and repair ball marks on greens.
  - f) Players coming off the ninth hole have priority on the tenth tee box. Players may not start on the tenth hole without approval from Clubhouse.
  - g) Observe all signs and rules on the course while operating a golf cart. Use the 90-degree rule where carts are allowed off the cart path. Keep carts at least 30 feet from greens regardless of whether or not there is signage.
  - h) Rake sand traps after use.
  - i) Sand bottles are available for personal golf carts at Clubhouse. Please use sand when repairing divots in the fairway.
  
- 2) **Golf Course Dress:** We ask that you please dress appropriately. Management has the right to refuse playing privileges due to improper or offensive attire. The following guidelines are to be adhered when golfing at Briarbrook:
  - a) All members and guests must wear appropriate attire.
  - b) Collared shirts are required.
  - c) Mock T's and other non-collared shirts are allowed as long as they are tasteful, in good condition, and not containing graphic material.
  - d) No tank tops or cut-off shirts are allowed, although tasteful ladies sleeveless tops are acceptable.
  - e) Denim pants are acceptable as long as they are tasteful and in good condition.
  - f) Soft spike golf shoes or flat-soled tennis shoes are required.
  
- 3) **Parental Responsibility on the Course:** Briarbrook encourages children to use our course. Parents are responsible for their children when they are on the golf course. This includes the child's safety when they are operating personal golf carts. Be mindful of other golfers on the course and remember to protect your child from arrant golf shots by others.
  - a) Children under 12 are not allowed on the course without an adult.
  - b) Course owned golf carts must be driven by a licensed driver.

- c) The golf cart owner is responsible for any damage incurred by motorized golf carts, including when they were operated by a child.
  - d) It is the responsibility of the parent to ensure that junior golfers are familiar with proper golf etiquette, the rules of golf, and Briarbrook Rules and Regulations.
  - e) Management reserves the right to refuse any playing privileges if they do not feel safe to have children on the course.
- 4) Pets Are Not Allowed on the Course:** In consideration of other golfers and our greens keepers, pets are not allowed on the golf course or in Clubhouse.
- 5) No Smoking in Clubhouse:** Please dispose of cigars and cigarettes in trashcans and do not litter them on the golf course.
- 6) No Trespassing:** Signs are posted surrounding the course borders. Non-golfers (e.g. bike riders, walkers, people walking dogs, or people fishing in ponds) are prohibited from being on the course for safety purposes and so that they do not interfere with the pace of play.

## **Briarbrook Community Improvement District**

### **Automatic Withdrawal Monthly Payment Plan**

**What is the Automatic Withdrawal Monthly Payment Plan?** The automatic withdrawal monthly payment plan is strongly preferred for those who wish to be billed monthly, as opposed to annually, for their membership and/or trail fees. It is a convenient way to pay your monthly bill at no extra cost to you. We automatically draft (debit) the amount of your monthly bill from your bank account. You avoid late payment, postage, checks, mailing, and having to pay in person. It's all electronic. All you do is maintain a sufficient bank account balance.

**How do I sign up?** Just complete and sign the following application, attach a voided check and return it with your Application for Membership.

**How much does the plan cost?** Briarbrook does not charge for this service. It is free. Charges will only be assessed for insufficient funds at \$30 per occurrence rate (same as a returned check fee).

**When will my account be drafted?** Your bank account will be drafted on the 1<sup>st</sup> day of each month, or the following business day if the due date falls on a holiday or weekend. The plan will start on the 1<sup>st</sup> day of the 1<sup>st</sup> month following your submission of the Application for Membership.

**How do I stop the Automatic Withdrawal Monthly Payment Plan?** You may terminate the automatic withdrawal monthly payment plan by notifying Briarbrook management in writing of your wish to discontinue your membership or of your wish to pay your dues annually. Please allow us and your bank a reasonable opportunity to act on the termination (approximately 2 weeks). Once terminated, you will no longer be charged using this method.