



2021 Membership Application

Membership Type: In District Out of District Junior Outlying Membership Youth

Applicant's Information: (All information must be completed for membership to be approved.)

Members Name: _____ **Date of Birth:** _____

Permanent Address: _____

City, State, Zip Code: _____

Home Phone Number (____) _____ - _____ **Cell Phone** (____) _____ - _____

Email Address: _____

Gender: _____ Male _____ Female **Married:** _____ Yes _____ No

Marital Status: Single Married Divorced Widowed

Spouse's Information:

Name _____

Date of Birth _____

Cell Phone (____) _____ - _____

Email Address _____

Children's Information (must live in same dwelling)

Child's Name _____ Gender _____ DOB _____

Child's Name _____ Gender _____ DOB _____

Child's Name _____ Gender _____ DOB _____

Child's Name _____ Gender _____ DOB _____

OTHER GENERAL INFORMATION

Application and Acceptance of Rules

I hereby apply for a membership at Briarbrook Golf Course ("Club"). If this membership application is accepted, I agree to comply with and be bound by the Club's By-laws, Rules and Regulations, policies, and prices as they may be amended from time to time. I understand and agree that if the Club does not accept this application, all funds paid for the membership will be promptly refunded and this application will be canceled and will not be binding on either party. The Club reserves the right to decline this membership application at any time in its sole discretion. If my application is approved my membership will begin on the date a duly authorized representative of the Club executes the "Approved By" line below. Accepted members are agreeing to remain members for at least one (1) year from the date of membership activation.

Resignation

I may resign from the Club giving thirty (30) day prior written notice to the Club, and by paying all dues or other charges that are due and owing through the date of my proposed resignation. If I have agreed to a minimum term I understand I must first complete that obligation. The original letter must be sent to the Membership Director at the club's address below. Under no circumstances will faxes, emails, or verbal notifications be accepted.

Effect of Death

Upon the death of the Primary Member, the Primary Member's spouse may request in writing that he or she be designated as the Primary Member of the Club in order to continue the membership. The spouse that becomes the Primary Member will be responsible for paying all applicable dues and charges to maintain the membership. Other than an election to continue the membership by the Primary Member's spouse, I acknowledge and agree that the membership is not otherwise transferable by will or devise, and that as Primary Member my estate will have no rights in and to the membership.

Billing

Monthly memberships will be billed on the 15th day of each month. Payment may be accepted on the 1st or the 15th of the month. A late fee of \$35.00 will be applied to all accounts not paid by the 30th of the month and interest will accrue on all outstanding balances at the highest rate permitted by law or 18% per annum. We require direct payment through your bank that will be drawn on the 1st or 15th automatically saving you time and postage.

No Equity or Club Ownership Interest

I understand and agree that the club is a semi-private facility and my membership in the Club is not an investment in the Club, and I am not obtaining an equity or ownership interest in the Club or any of the Club's facilities. My membership does not confer upon me a vested or prescriptive right or easement to use the Club's facilities or property. The Club's Management has the right to restrict access and to reserve the Club for maintenance, public play, tournament play or special events. My membership is a revocable license, and is subject to suspension or revocation for my failure to abide by the Club's Rules and Regulations as they may be amended from time to time.

I HAVE RECEIVED AND I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THE CLUB'S RULES AND REGULATIONS. I hereby acknowledge that the use of the Club Facilities and any privilege or service incident to membership is undertaken with knowledge of

the risk of possible injury. I hereby accept any and all risk of injury to myself, my guests and my family sustained while using the Club Facilities or involved in any event or activity incident to membership in Briarbrook Golf Course. In accepting the risk of injury, I understand that I am relieving the Club and its directors, officers, partners, shareholders, employees, agents and affiliates and the members of the advisory board of the Club at Briarbrook Golf Course from any and all loss, cost, claims, injury, damages, or liability sustained or incurred by me, my guests and my family resulting from or arising out of any conduct or event connected with membership in the Club at Briarbrook Golf Course and use of any of the Club Facilities. I hereby acknowledge receipt of the Club's rules and regulations and that I have read and understand them, and agree to be bound by the terms and conditions thereof as the same may be hereafter amended from time to time by the Club. This membership application together with the Club's Rules and Regulations as amended from time to time hereby constitute the entire agreement and understanding of the parties in respect of the membership in the Club and the relationship, obligations, terms and conditions contemplated herein and supersede any previous agreements and understandings between the parties with respect thereto. The terms and conditions set out in this membership application and the Club's Rules and Regulations may only be amended, modified or supplemented in a writing issued by the Club. I acknowledge and agree that if my application contains any misstatements, the Club may decline this application or revoke my membership. I understand the Club and the Board of Directors will be relying on the accuracy and completeness of my/our responses to the foregoing questions and I/we represent and warrant as follows:

- (a) The answers to the above questions are complete and correct and may be relied upon by the Club and the Owner in determining whether the offer and sale of a Membership to the undersigned satisfies certain suitability requirements.
- (b) I will notify the Club and the Owner immediately of any material change in any statement made herein occurring prior to the acceptance of the undersigned for Membership in the Club.
- (c) I will provide such additional information about myself/ourselves as may be requested by the Club and the Owner, and if for any reason I/we fail or refuse to do so, the Club may cancel my candidacy for Membership in the Club.

SUBMISSION OF THIS INFORMATION DOES NOT CONSTITUTE ACCEPTANCE OF THE CANDIDATE FOR MEMBERSHIP IN THE CLUB. A CANDIDATE IS ACCEPTED FOR MEMBERSHIP ONLY UPON WRITTEN ACCEPTANCE, BY THE CLUB, OF THE INFORMATION CONTAINED IN THE MEMBERSHIP STATEMENT.

The undersigned candidate hereby agrees and acknowledges the terms and conditions outlined above:

Executed on

Month_____, Day_____ Year 2021

X

Candidate's Signature

X

Spouse/Other Signature

Monthly Payments Made Easy

It is required to place your monthly membership on "Automatic Payment"



Authorization Agreement for Direct Payments (ACH Debits)

I/we hereby authorize Briarbrook Community Improvement District, hereinafter called COMPANY, to initiate debit entries to my (our) ___ Checking Account ___ Savings Account (select one) indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to debit the same to such amount. I/we acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law. I would like to have the ACH amount withdrawn on the 1st ___ or the 15th ___ of each month, beginning _____ and ending _____.

Depository Name _____ Branch _____

City _____ State _____ Zip Code _____

Routing Number _____ **Account Number** _____

This authorization is to remain in effect until COMPANY has received written notification from me (or either of us) of its termination in such a time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Printed Name _____ Drivers License Number _____

Signature _____ Date _____

Please attach copy of voided check to this form.