

# THE SATICOY CLUB

## APPLICATION AND AGREEMENT FOR MEMBERSHIP (Premier, Corporate, National, Dual-Club, Junior, Junior Player and Social Memberships)

### APPLICATION AND AGREEMENT FOR MEMBERSHIP:

The undersigned applicant ("Applicant") is applying for membership in The Saticoy Club (the "Club"), and understands that Saticoy Partners, LLC dba The Saticoy Club (the "Owner") has the sole and absolute discretion whether to accept Applicant for membership in the Club. By signing below, Applicant acknowledges that Applicant has received and read a copy of this Application and Agreement for Membership ("Application and Agreement"), The Saticoy Club Membership Plan, dated April 2, 2018 ("Membership Plan"), and The Saticoy Club Rules and Regulations, dated April 2, 2018 ("Rules and Regulations"), and has had the opportunity to consult with Applicant's own advisors about these documents and the terms and provisions thereof. If accepted for membership, Applicant agrees to abide by and be bound by the terms and conditions of this Application and Agreement, the Membership Plan, the Rules and Regulations, and any other written membership policies of the Club, as the same may be amended from time to time by Owner (collectively, the "Membership Documents"). Applicant acknowledges and agrees that the Membership Documents supersede any promises, statements, representations or warranties made directly or indirectly to Applicant by any person or entity, either verbally or in writing. Applicant further acknowledges that this Application and Agreement is irrevocable after mailing or delivery to the Club, unless it is not approved. Capitalized terms used herein without definition shall have the meaning given to such terms in the Membership Plan. All references in this Application and Agreement to the terms "Owner" and/or the "Club" shall mean both Owner and the Club, as the context requires.

All information requested in this Application and Agreement should be typed or neatly printed. All answers should be accurate and complete, containing sufficient detail to enable Owner to make an informed decision and avoid time consuming requests for additional information. Additional pages of information can be attached to this Application and Agreement if necessary. If reference is made to biographical data contained in professional directories or other reliable sources, copies of such materials should be attached to this Application and Agreement. Photographs should not be included.

### APPLICANT INFORMATION

Mr.  Mrs.  Ms.  Dr.

Applicant \_\_\_\_\_

Preferred Name \_\_\_\_\_ Jr. Sr. Other \_\_\_\_\_ Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Personal Cell Phone \_\_\_\_\_ Home Fax \_\_\_\_\_

Personal Email \_\_\_\_\_

Applicant authorizes the Club to contact Applicant via email at the email address set forth above (for billing, notices and other communications regarding Club matters)  Yes  No

Marital Status  Single  Married Wedding Anniversary Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Business Name \_\_\_\_\_ Type of Business \_\_\_\_\_

Title \_\_\_\_\_ Length of Employment \_\_\_\_\_ (yrs)

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone \_\_\_\_\_ Business Cell Phone \_\_\_\_\_ Business Fax \_\_\_\_\_

Business Email \_\_\_\_\_

**Applicant's Spouse/Significant Other**

Mr.  Mrs.  Ms.  Dr.

Preferred Name \_\_\_\_\_ Jr. Sr. Other \_\_\_\_\_ Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Home Phone \_\_\_\_\_ Personal Cell Phone \_\_\_\_\_ Home Fax \_\_\_\_\_

Personal Email \_\_\_\_\_

Spouse/Significant Other authorizes the Club to contact Spouse/Significant Other at the email address set forth above (for billing, notices and other communications regarding Club matters).

Business Name \_\_\_\_\_ Type of Business \_\_\_\_\_

Title \_\_\_\_\_ Length of Employment \_\_\_\_\_ (yrs)

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone \_\_\_\_\_ Business Cell Phone \_\_\_\_\_ Business Fax \_\_\_\_\_

Business Email: \_\_\_\_\_

Please send emails to this address: \_\_\_\_\_

**IMMEDIATE FAMILY DEPENDENTS (Unmarried children under the age of 26 residing with Applicant (or under the age of 26 and attending school or serving in the military on a full-time basis):**

**Yes** I/we have qualifying Immediate Family dependents as indicated below.

**No** I/we do not have qualifying Immediate Family dependents residing with us.

<u>Name(s)</u>	<u>Date of Birth</u>	<u>Charge Privileges</u>			
_____	____ / ____ / ____	<input type="checkbox"/> Son	<input type="checkbox"/> Daughter	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	____ / ____ / ____	<input type="checkbox"/> Son	<input type="checkbox"/> Daughter	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	____ / ____ / ____	<input type="checkbox"/> Son	<input type="checkbox"/> Daughter	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	____ / ____ / ____	<input type="checkbox"/> Son	<input type="checkbox"/> Daughter	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	____ / ____ / ____	<input type="checkbox"/> Son	<input type="checkbox"/> Daughter	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**REFERENCES:**

Our Member sponsor is: \_\_\_\_\_ Phone \_\_\_\_\_

Other personal references (can be non-Member):

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

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**HAVE YOU EVER BEEN CONVICTED OF A SEXUAL OFFENSE OR REQUIRED TO REGISTER AS A SEXUAL OFFENDER?** Please check Yes or No and *Initial*:

Applicant:  Yes  No \_\_\_\_\_ **INITIALS**

Spouse/Significant Other:  Yes  No \_\_\_\_\_ **INITIALS**

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**RELIANCE ON CONTENTS OF MEMBERSHIP APPLICATION AND AGREEMENT:**

Applicant hereby acknowledges that Owner is relying upon the accuracy and completeness of the information provided in this Application and Agreement and represents and warrants to Owner that such information is accurate and complete. If any of the information provided is false or misleading, this Application and Agreement will automatically be rejected and membership in the Club denied. Applicant hereby agrees to give prompt written notice to Owner of any changes in the information provided herein, at any time prior to the Club's issuance of a Membership to Applicant.

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**AUTHORIZATION TO RELEASE INFORMATION:**

Applicant hereby authorizes the disclosure and release of information to the Club and to Owner and their respective representatives for investigating Applicant's qualifications for membership (including, without limitation, Applicant's credit and law enforcement records) and authorizes all persons or entities providing such information (including, without limitation, the persons or entities designated herein), to furnish such information to the Club, Owner and their respective representatives. Applicant holds the Club, Owner, and their respective representatives harmless from any and all acts to obtain such information. Applicant agrees to reasonably cooperate with the Club, Owner, and their respective representatives, in connection with any such investigation and to execute any release form reasonably requested by any person or entity providing such information. Applicant hereby acknowledges and agrees that neither Owner nor the Club are obligated to disclose to Applicant any information obtained in such investigation, and Applicant shall not request Owner, the Club and/or their respective representatives to make any such disclosures either before or after Owner makes any determinations with respect to this Application and Agreement.

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**ELECTION OF MEMBERSHIP CATEGORY; PAYMENT OF NON-REFUNDABLE INITIATION FEE:**

Please indicate below the particular category of Membership you desire to apply for at The Saticoy Club by checking the appropriate line below. The full amount of the non-refundable Initiation Fee associated with the category of Membership selected is required to be delivered to Owner concurrently with this executed Application. Applicant hereby understands and acknowledges that no portion of the Initiation Fee is refundable.

Applicant elects the following Membership category (please choose one): \*Individual memberships DO NOT include family members.

\* Family memberships include spouse and children under the age of 26 years old.

Membership Category	Individual	Family	Non-Refundable Initiation Fee
Premier Corporate Membership	\$760	\$855	\$5,000
Corporate Designees	\$605	\$700	N/A
Premier Membership	\$760	\$855	\$5,000
National Membership	\$575	\$695	\$5,000
Dual Club Membership	\$575	\$695	\$5,000
Junior Executive Membership	\$550	\$675	\$4,000
Junior Player	\$275	N/A	\$1,500
Social	----	\$150	\$1,200

**PAYMENT OF MEMBERSHIP ACCOUNT:**

The amount of all applicable dues, minimums, fees, charges and other amounts for food, beverage, merchandise, services and such other amounts to be paid by Applicant will be listed on a *Schedule of Dues, Minimums, Fees and Charges*, which may be amended from time to time by Owner as provided in the Membership Plan. In addition, Owner shall determine from time to time separate fees and charges which may be imposed for the use of lockers, shoe shine and other goods and services, as well as other services provided at the Club Facilities. Such fees and charges shall be published in the form of menus, fee tables, price lists and other itemizations. Dues shall be payable monthly, in advance. In this regard, the monthly statement sent to Applicant will include the amount of dues owing for the month in which such statement is sent. Minimums shall be billed and payable in advance on a quarterly basis and shall be reconciled at the end of the applicable quarterly period. All other sums charged to the Applicant's account will be billed monthly and shall be due on or before the last day of the month in which the Club issues a written statement to Applicant itemizing such charges that are due and payable to the Club. All dues, minimums, fees, charges and other amounts are due and payable on or before the last day of the month in which the Club issues a written statement itemizing such dues, minimums, fees, charges and other amounts. Applicant hereby agrees to pay all such dues, fees, charges and other amounts incurred by Applicant and by Applicant's Immediate Family and Guests. Past due bills will accrue interest each month in an amount established by Owner from time to time but not to exceed the maximum amount permitted by law. Currently, the rate of interest is equal to one and one-half percent (1.50%) per month, compounded monthly, commencing on the date such amount became due and terminating on the date such amount is paid in full. Applicant hereby further agrees that in the event it is necessary for the Club to seek collection of any amounts due pursuant to this Application and Agreement or the other Membership Documents, then Applicant shall also be obligated to pay all costs of collection (including reasonable attorneys' fees and costs and charges for paralegals and others working under the supervision of the attorney), whether or not legal action is instituted, and whether incurred in connection with collection, trial, appeal, bankruptcy, other creditors proceedings or otherwise.

Applicant authorizes Owner to charge any and all delinquent dues, fees, charges and other amounts to Applicant's credit or debit card on file with the Club and, in connection therewith, impose a service charge/processing fee in such amount as may be established by Owner. Applicant hereby agrees to maintain a valid credit or debit card in Applicant's name on file with the Club at all times. Applicant is responsible for all amounts not paid or satisfied by the applicable credit or debit card company. If at any time Applicant's credit or debit card on file with the Club is declined for any reason, Applicant agrees to promptly furnish to the Club new and updated credit or debit card information. In the event Applicant does not promptly furnish to the Club new and updated credit or debit card information, Applicant's Membership will no longer be deemed in Good Standing (as said term is defined in the Membership Plan). By Applicant's signature below, Applicant hereby authorizes the Club to charge any and all delinquent dues, minimums, fees, charges and other amounts to Applicant's credit or debit card on file with the Club.

**Credit/Debit Card Authorization**

Type of Card    Visa    Master Card    Amex

Card Number    Exp Date    Security Code

Cardholder Name    Billing Zip

Applicant's/Member's Name:

Applicant hereby agrees to and shall promptly execute and deliver to the Club all documents, agreements and instruments requested by the Club from time to time to effectuate the foregoing.

**TIME IS OF THE ESSENCE:**

Applicant's obligation to pay to the Club the applicable Initiation Fee and all Membership dues, minimums, fees, charges and other amounts for food, beverage, merchandise, services and such other amounts owed by Applicant to the Club pursuant to this Application and Agreement and the other Membership Documents shall collectively be referred to herein as "Applicant's Payment Obligations." Time is of the essence for the payment of Applicant's Payment Obligations hereunder.

**CASH:**

Notwithstanding any contrary provision of this Application and Agreement, all obligations of Owner pursuant hereto and the other Membership Documents shall be conditioned upon receipt and confirmation of "Cash" with respect to any of Applicant's Payment Obligations. "Cash" shall mean legal tender of the United States of America, represented by either: (a) currency; (b) personal, cashier's or certified checks, currently dated, payable to the Club, and honored upon presentation for payment; or (c) wire transfer. Owner reserves the right to reject, terminate or declare a breach of this Application and Agreement and the other Membership Documents in the event "Cash" is not received or cannot be confirmed.

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**MEMBERSHIP PRIVILEGES AT THE CLUB; NO OWNERSHIP INTEREST IN THE CLUB OR THE CLUB FACILITIES:**

Applicant understands that if Applicant is approved for membership in the Club, such membership provides Applicant only with a non-equity, non-proprietary, non-voting, non-transferable, non-assessable, non-refundable license to use the Club Facilities under the terms of the Membership Documents. The privileges associated with each classification and category of Membership ("Membership Privileges") are set forth in this Application and Agreement and the other Membership Documents, as the same may be amended from time to time. Without limiting the foregoing, any such amendment of the Membership Plan, the Rules and Regulations or any other Membership Documents, may include a change or modification in the Membership Privileges applicable to any classification or category of Membership. Applicant further understands that a Membership is not an investment in Owner, the Club or the Club Facilities, nor does a Membership confer on Applicant any equity or ownership interest or any other property interest in Owner, the Club or the Club Facilities. The Membership does not grant Applicant a vested or prescriptive right or easement to use the Club Facilities, nor does it grant to Applicant any voting rights or privileges at the Club. Applicant acknowledges and represents to Owner that Applicant is acquiring the Membership at the Club for Applicant's and his/her Immediate Family's personal use, enjoyment and recreation and not for investment purposes or with the expectation of any pecuniary gain, economic profit or other financial benefit. Applicant further acknowledges that Applicant is not relying upon any oral representations in connection with the Club, the Club Facilities, the Membership Documents and/or the Membership, and is further not relying on any written representations other than those contained in the Membership Documents.

**CHANGE IN CLASSIFICATIONS AND CATEGORIES OF MEMBERSHIPS:**

Applicant acknowledges that Owner reserves the right to modify any or all classifications and/or categories of Membership, and/or the rights, privileges and obligations associated with such classifications of Membership and/or categories, at any time and from time to time. Furthermore, Owner reserves the right to authorize other classifications and/or categories of Membership from time to time and/or to discontinue the offering of certain classifications and/or categories of Membership from time to time.

**MEMBERSHIP APPROVAL:**

In order to apply for a Membership, Applicant must deliver to the Club a fully completed and signed copy of this Application and Agreement. This Application and Agreement will only be accepted for review when the applicable Initiation Fee and all of the required information and documentation for the applicable classification and category of Membership have been delivered to the Club. The Club shall notify Applicant in writing regarding Applicant's approval or disapproval for membership in the Club. If approved, then Applicant will be entitled to exercise the Membership Privileges associated with the applicable classification and category of Membership obtained by Applicant on the date specified in the written notice from the Club. Applicant acknowledges and agrees that prior to the time that this Application and Agreement for Membership is approved by the Club: (a) Applicant shall not be the holder of, and the Club shall not be deemed to have issued to Applicant, a Membership in the Club; (b) Applicant shall not be deemed to be a Member of the Club; and (c) neither Applicant nor any of Applicant's Immediate Family shall have the right or privilege to utilize the Club Facilities or take advantage of any other Membership Privileges of the Club.

**INITIATION FEE:**

Applicant acknowledges and agrees that in the event this Application and Agreement is not accepted, and Membership is denied, the amount of the Initiation Fee paid by Applicant shall be fully refunded to Applicant, without interest. **If Applicant's Application and Agreement is accepted and Applicant is approved for Membership, Applicant further acknowledges and agrees that in the event the Membership is subsequently resigned or terminated for any reason, the entire Initiation Fee is non-refundable, and no portion thereof shall be returned to Applicant.**

**SUSPENSION/TERMINATION OF MEMBERSHIP AND MEMBERSHIP PRIVILEGES.**

Applicant acknowledges that membership in the Club is subject to termination or suspension for disciplinary grounds in accordance with the Membership Documents. Owner will set rules from time to time to govern the Applicant's Payment Obligations in the event that Applicant is terminated or suspended. Owner shall have the right to restrict, suspend or terminate Applicant's Membership and/or the Membership Privileges granted to one or more of Applicant's Immediate Family in accordance with the terms and conditions of the Membership Documents. During any restriction or suspension of Applicant's Membership and/or the Membership Privileges granted to one or more of Applicant's Immediate Family, Applicant's obligation to pay all Membership dues, minimums, fees, charges, and other amounts shall continue to accrue and shall be payable in full prior to reinstatement of Applicant's Membership and/or the Membership Privileges granted to one or more of Applicant's Immediate Family. In the event Applicant's Membership is terminated, Applicant shall remain liable and obligated for the payment of all accrued and unpaid dues, minimums, fees, charges, and other amounts owing up to and through the effective date of termination. Applicant acknowledges and agrees that if the Membership is terminated for any reason, the entire Initiation Fee is non-refundable, and no portion thereof shall be returned to Applicant.

**RESIGNATION:**

Applicant acknowledges that, in the event Applicant desires to resign Applicant's Membership in the Club, Applicant must be in Good Standing and deliver written notice to the Club of Applicant's desire to resign. All resignations require a 30-day notice AFTER the 18-month commitment signed. Applicant shall be liable for all dues, minimums, fees, charges, and other amounts that arise or accrue prior to the effective date of such termination.

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**Applicant's Initials**

**RESPONSIBILITY FOR CONDUCT AT THE SATICOY CLUB; INDEMNIFICATION:**

Applicant shall be responsible for Applicant's conduct and the conduct of Applicant's Immediate Family and Guests when using the Club Facilities and shall be directly and fully responsible to the Club and Owner for all personal injuries, property damage and/or theft that are caused by or to Applicant and/or Applicant's Immediate Family and Guests. Neither the Club nor Owner shall be responsible or liable for any personal injuries, property damage and/or theft caused by Applicant and/or any of Applicant's Immediate Family and/or Guests, and/or caused to Applicant and/or any of Applicant's Immediate Family and/or Guests (collectively, "Injuries/Damages"). Applicant hereby agrees to indemnify, defend and hold harmless the Club and Owner (and Owner's parent, subsidiaries, affiliates), and any management firm retained to operate and manage the Club Facilities on a day-to-day basis, and each of their respective members, managers, directors, officers, partners, shareholders, employees, agents, attorneys, successors and assigns, at all levels, from and against any and all liabilities, costs (including reasonable attorney's fees and costs), judgments and damages, arising out of and/or related to any and all claims, demands and causes of action incident to or in connection with any such Injuries/Damages. Applicant hereby voluntarily assumes all risks of injury, accident or damage to Applicant's person or property, and the person or property of Applicant's Immediate Family and Guests, arising out of or relating to the use or occupancy of the Club Facilities by Applicant and Applicant's Immediate Family and Guests and/or participating in any event or activity held or sponsored by the Club either on or off the Club Facilities. Without limiting the foregoing, Owner shall not be responsible or liable for any property damage, personal injury and/or theft caused by any person or entity. Applicant further agrees to be responsible and liable for all property damage, personal injury and/or theft which Applicant causes, or which is caused by Applicant's Immediate Family or Guests. Finally, in the event Applicant or the Immediate Family of Applicant arranges or sponsors any activity or function at the Club Facilities, Applicant shall be responsible for all damage or injury arising therefrom or related thereto, even if such damage or injury was not caused, directly or indirectly, by Applicant or by Applicant's Immediate Family. Without limiting the foregoing, the cost of repairing any such damage shall be charged to Applicant's account.

**ASSUMPTION OF RISK; RELEASE:**

**APPLICANT AND APPLICANT'S IMMEDIATE FAMILY AND GUESTS SHALL USE THE CLUB FACILITIES PROVIDED AT THE SATICOY CLUB AT THEIR OWN RISK. APPLICANT ACKNOWLEDGES THAT THE GAME OF GOLF AND THE USE OF THE OTHER CLUB FACILITIES PROVIDED AT THE CLUB CAN BE A DANGEROUS ACTIVITY AND INJURIES MAY RESULT FROM USING THE CLUB FACILITIES AND THAT USE OF THE CLUB FACILITIES AND SERVICES INVOLVES CERTAIN RISKS, INCLUDING, WITHOUT LIMITATION, THE RISK OF OPERATING A GOLF CART, BEING STRUCK BY GOLF BALLS AND GOLF CLUBS AND OTHER OBJECTS UTILIZED OR LOCATED AT A GOLF AND COUNTRY CLUB FACILITY, SWIMMING, PLAYING TENNIS, USING FACILITIES IN AND IN CLOSE PROXIMITY TO WATER, EXERCISING AND USING EXERCISE EQUIPMENT, ADVERSE WEATHER CONDITIONS INCLUDING LIGHTNING, EARTHQUAKE, DAMAGE TO OR DESTRUCTION OF**

THE CLUB FACILITIES, AND/OR FROM PARTICIPATING IN EVENTS AND OTHER ACTIVITIES HELD BY THE CLUB FROM TIME TO TIME EITHER ON OR OFF THE CLUB FACILITIES, AND OTHER ACTIVITIES INCIDENTAL TO USE OF THE CLUB FACILITIES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, APPLICANT HEREBY ASSUMES ALL SUCH RISKS ON BEHALF OF APPLICANT AND APPLICANT'S IMMEDIATE FAMILY AND GUESTS AND HEREBY FURTHER WAIVES AND RELEASES, ON BEHALF OF APPLICANT AND APPLICANT'S IMMEDIATE FAMILY AND GUESTS, ANY CLAIMS, DEMANDS OR CAUSES OF ACTION WHICH ANY OF THEM MAY HAVE AGAINST THE CLUB AND ANY AND ALL OWNERS OF THE CLUB (INCLUDING CLUB AND OWNER'S PARENT, SUBSIDIARIES AND AFFILIATES), AND/OR ANY MANAGEMENT FIRM RETAINED TO MANAGE AND OPERATE THE CLUB FACILITIES ON A DAY-TO-DAY BASIS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, MANAGERS, MEMBERS, EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, HEIRS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASEES"), ARISING OUT OF PERSONAL INJURIES, PROPERTY DAMAGE AND THEFT WHICH APPLICANT OR APPLICANT'S IMMEDIATE FAMILY AND/OR GUESTS MAY SUSTAIN AS A RESULT OF USING THE CLUB FACILITIES OR PARTICIPATING IN ANY EVENT OR ACTIVITY HELD OR SPONSORED BY THE CLUB EITHER ON OR OFF THE CLUB FACILITIES. FURTHERMORE, IN THE EVENT A COURT OF COMPETENT JURISDICTION DETERMINES THAT ONE OR MORE OF THE FOREGOING RELEASEES ARE LIABLE TO APPLICANT AND/OR APPLICANT'S IMMEDIATE FAMILY OR GUESTS FOR SUCH PERSONAL INJURIES, PROPERTY DAMAGE OR THEFT, AND/OR FOR ANY BREACH OF THIS APPLICATION OR THE OTHER MEMBERSHIP DOCUMENTS, THE MAXIMUM AMOUNT OF SUCH LIABILITY SHALL BE LIMITED TO THE RETURN IN FULL OF APPLICANT'S INITIATION FEE AND ANY PREPAID DUES, WITHOUT INTEREST ACCRUED THEREON. ANY SUCH REFUND TERMINATES APPLICANT'S MEMBERSHIP IN THE CLUB. THE TERMS AND PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS APPLICATION AND AGREEMENT AND/OR ANY SUSPENSION, RESIGNATION AND/OR TERMINATION OF APPLICANT'S MEMBERSHIP IN THE CLUB, IF GRANTED.

APPLICANT, ON BEHALF OF APPLICANT'S IMMEDIATE FAMILY AND GUESTS, HEREBY EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

APPLICANT HEREBY ACKNOWLEDGES AND AGREES THAT APPLICANT HAS BEEN REPRESENTED BY LEGAL COUNSEL OF APPLICANT'S CHOICE IN CONNECTION WITH THIS APPLICATION AND AGREEMENT AND THAT SUCH LEGAL COUNSEL HAS EXPLAINED TO APPLICANT THE PROVISIONS OF THIS SECTION. BY INITIALING BELOW, APPLICANT CONFIRMS THAT APPLICANT HAS AGREED TO THE PROVISIONS OF THIS SECTION.

Applicant's Initials

**ASSIGNMENT:**

Applicant acknowledges and agrees that this Application and Agreement, as well as all of the rights and obligations of Owner hereunder, may be assigned and transferred at any time by Owner ("Existing Owner") to any purchaser or transferee of the Club Facilities. In such a case, the transferee ("New Owner") shall be deemed to constitute the "Owner" for purposes of this Application and Agreement and the Existing Owner shall be fully released and discharged from any and all duties, liabilities and obligations, whether accrued, contingent or otherwise, under this Application and Agreement. This Application and Agreement and all of the rights and obligations of Applicant with respect to the Membership shall not be assignable or otherwise transferable, in whole or part, by Applicant. Any attempt by Applicant to assign or transfer Applicant's rights and obligations under this Application and Agreement or Applicant's rights and obligations with respect to the Membership shall be null and void and of no force or effect and shall result in the automatic termination of this Application and Agreement and the Membership, if granted. Applicant specifically understands that a Membership is not divisible.

**SEVERABILITY:**

The parties hereto agree that if any provision of this Application and Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy or otherwise unenforceable for any reason whatsoever, the remaining provisions of this Application and Agreement shall remain in full force and effect.

**SURVIVAL:**

Applicant's covenants, agreements and obligations under this Application and Agreement shall survive any termination of Applicant's Membership in the Club, if granted.

**GOVERNING LAW:**

This Application and Agreement shall be governed by and construed in accordance with the laws of the state of California, without regard to principles of conflicts of laws.

**COUNTERPARTS:**

This Application and Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same.

**CONSENT:**

All documents, agreements, instruments, and other information required to be provided or submitted to Owner pursuant to this Application and Agreement and/or the other Membership Documents shall be in form and substance satisfactory to Owner. Without limiting the foregoing, all matters subject to Owner's review and consent or approval pursuant to this Application and Agreement and/or the Membership Plan, shall be reviewed and approved or disapproved by Owner in its sole discretion, unless otherwise provided to the contrary in this Application and Agreement and/or the Membership Plan.

**JOINT AND SEVERAL LIABILITY OF SPOUSE:**

If Applicant is married, then the signature of Applicant's Spouse is required. By signing this Application and Agreement, both Applicant and Applicant's Spouse agree to be jointly and severally liable for any and all of Applicant's Payment Obligations associated with the Membership. By signing below, Applicant and Applicant's Spouse hereby agree to all of the foregoing terms and conditions and acknowledge that they shall be jointly and severally liable for the payment of any and all of Applicant's Payment Obligations as provided in this Application and Agreement and the other Membership Documents.

If Applicant and Applicant's Spouse are signing this Application and Agreement, then they hereby certify that they either hold a marriage license or a certificate of domestic partnership or civil union, which evidences their existing spousal relationship, or otherwise, they shall execute and deliver to the Club a separate Spousal Relationship Statement.

**MEMBERSHIP POLICIES:**

If accepted into membership, Applicant agrees to conform to and be bound by the terms and provisions of this Application and Agreement, the Membership Plan, the Rules and Regulations, any written membership policies of the Club and any other Membership Documents, as they each may be amended from time to time. Applicant further understands that agreeing to be bound by the Membership Documents is a condition for Membership in the Club. Applicant hereby acknowledges receipt of a copy of the Membership Plan and the Rules and Regulations of the Club.

**APPLICANT ACKNOWLEDGES THE MEMBERSHIP PLAN AND THE RULES AND REGULATIONS PROVIDE THE DETAILS OF THE CLUB'S MEMBERSHIP POLICIES, CONDUCT AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PROVISIONS IN THE EVENT OF DIVORCE, FOR MEDIATION OF DISPUTES, RESIGNATION OF MEMBERSHIPS, FINANCIAL OBLIGATIONS, DISCIPLINARY ACTION, RELEASE OF LIABILITY FOR PERSONAL INJURY AND THEFT. APPLICANT HEREBY FULLY RELEASES AND DISCHARGES THE CLUB, OWNER AND ALL OF THE AFOREMENTIONED RELEASEES FROM ANY LIABILITY, INJURY, LOSS, DAMAGE OR CLAIM ARISING FROM THE USE OF THE CLUB FACILITIES BY THE APPLICANT AND APPLICANT'S IMMEDIATE FAMILY AND GUESTS.**

**Applicant's Initials**

**DISPUTE RESOLUTION:**

Applicant acknowledges that the Membership Plan sets forth exclusive procedures for the resolution of disputes and Applicant, on behalf of Applicant and Applicant's Immediate Family, hereby agrees to be bound by the same.

**NOTICES:**

Applicant acknowledges that notices and other communications (including regular statements of account and delinquent notices) may be delivered in accordance with the procedures set forth in Section 10.7 of the Membership Plan.



**NO ORAL AGREEMENTS:**

Applicant agrees that the terms and conditions of Applicant's Membership, if granted, may not be added to, amended, or contradicted in any way by evidence of prior, contemporaneous, or subsequent oral agreements of any kind. Applicant hereby expressly acknowledges that there are no unwritten oral agreements of any kind between Applicant and Owner and the Club and/or any of their respective representatives.

**Applicant hereby authorizes the Club and Owner to check Applicant's credit and employment history and obtain such information as the Club and Owner deems necessary to accept this Application and Agreement and grant the Applicant Membership in the Club and to extend credit to Applicant under Applicant's Membership account at the Club.**

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Applicant's Signature

Date

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Spouse's Signature

Date

**THIS APPLICATION AND AGREEMENT SHALL NOT BE BINDING ON OWNER UNTIL THE ACCEPTANCE BELOW IS SIGNED:**

SATICOY PARTNERS, LLC, a Delaware  
limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approval Date: \_\_\_\_\_