

# Ark City Golf & Fitness

8731 US HWY 166 PO Box 45

Arkansas City, KS 67005

www.arkcitygolf.com



# Membership Agreement

Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Account Number: \_\_\_\_\_

First Name	Middle Initial	Last Name	Driver's License #
Present Address	City	State	Zip
Home Phone	Work Phone	Cell Phone	
Email	In Case of Emergency, Call (Name)		Emergency Phone
Employer	Occupation	Social Security #	

### .....Family Members with Access to Club Facility .....

(To be eligible child must be under the age of 24 and the child must be living at home or attending school as a full-time student)

Spouse (must be married, as recognized by KS or MO law)	Child/Dependent	Child/Dependent	Child/Dependent
Birthdate: _____/_____/_____	Birthdate: _____/_____/_____	Birthdate: _____/_____/_____	Birthdate: _____/_____/_____
<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Male <input type="checkbox"/> Female
Email: _____	Email: _____	Email: _____	Email: _____

### Types of Membership (monthly or annual payment):

#### Premier - Gym, Pool, & Social

- Premier Individual Annual payment- \$474.00 (\$474.00 + tax)
- Premier Monthly Bank Draft - \$39.50 (\$39.50 + tax)

#### Select - Gym, Pool, & Golf

- Select Annual payment of \$594.00 (\$594.00 + tax)
- Select Monthly Bank Draft \$49.50 (\$49.50 + tax)

#### Add Private Cart Option

- Annual payment of \$600 plus membership (\$600 + tax)
- Monthly payment of \$50 (\$50.00 + tax)
- Annual Cart Shed Rental \$300 (\$300+ tax)
- Monthly Cart Shed Rental \$25 (\$25 + tax)
- Other \_\_\_\_\_

Your Membership Begins	_____ / _____ / _____
Your First Bank draft will occur on....	_____ / _____ / _____
One Time Initiation Fee	\$ _____
Monthly Dues	\$ _____
(Dues owed prior to 1st bank draft)	
Annual Dues	\$ _____
(pro-rated if joining in the middle of a fiscal year)	
Tax	\$ _____
Amount Due	\$ _____
Amount Paid	\$ _____
<input type="checkbox"/> Cash	<input type="checkbox"/> Check No. _____
	<input type="checkbox"/> Charge
Sponsored by:	_____
Sponsor Address:	_____

I agree to abide by the following:

I agree to abide by all rules, regulations and bylaws of the Club as outlined in Addendum A and B of this Membership Contract. I understand and agree that this membership will begin on the date that this Contract is signed and will run continuously until March 31, 20\_\_\_\_. I understand that this membership will automatically renew on April 1, 20\_\_\_\_ and for all subsequent years. I also understand that management reserves the right to increase the fees and dues for subsequent membership terms by notifying me in writing at my last known address. It is my complete understanding that if I wish to terminate my membership, I must give the Club written notice by February 28 (effective April 1) of the year I wish to terminate. Early termination will only be accepted in the event of a member who passes away or a member who has accepted a military assignment out of the area for more than 30 days (military papers must be presented with membership termination). If a member moves or is transferred (in or out of state), is involved in a divorce, becomes unable to use the facilities, etc. they are liable for dues through the remainder of the fiscal year (March 31).

I have read and understand the terms of this Membership Agreement as outlined in the Membership Contract Information (Addendum A) and the General Membership Information and Procedures Document (Addendum B) that is on the reverse side of this document. Waiver/Release \_\_\_\_\_

(Member's initials)

I hereby agree to participate and/or engage in the use of the course, equipment, facilities and programs offered by the Club upon the understanding and agreement that:

- Acknowledging the desirability of a physical examination before participation, I represent to the Club that I am physically capable of participation in the program of my choice without injury. I warrant and represent to you that I have no disability, impairment or ailment preventing me from engaging or participating in activity that will be detrimental or injurious to my health, safety, or physical condition if I do so engage or participate.
- I am aware of the risks of illness or injury inherent in any golf, tennis, exercise or swimming program. These injury risks include, but are not limited to: being hit by golf balls, golf clubs, golf carts, or lightning; stepping or tripping in holes or other natural indentations in the ground; injury from insects, animals, birds or snakes; drowning; infections from water in the pool; pulled muscles or other sprains and strains. I am participating in the Club's programs upon the express understanding that I hereby indemnify, waive and release the Club, its employees, agents, officers, Directors, Successors, and Assigns from any and all claims, costs, liabilities, expenses or judgements, including attorney's fees and court costs (hereafter referred to as the "Claims") arising out of my participation in the program(s) or any illness or injury resulting there from, and hereby agree to indemnify and hold harmless the Club from and against any and all such Claims.
- I assume full responsibility for myself and anyone who becomes a member under this Contract, including any children/dependent s of mine, or any of my guests, and shall indemnify Management, its affiliates, agents and employees against any and all liability incurred by them toward such. I understand and agree that any person who is a party to my Membership Contract will also be a party to this waiver/release. I hereby execute and deliver this waiver and release so that I may participate in the program(s) offered by the Club.
- I understand that by becoming a member, the Club may, at their discretion, obtain credit information for me and other persons 18 years and older that are listed on this application. This information may be obtained at any time while I am a member and, may be obtained if the membership is cancelled and a balance is owed on the account.

Membership Coordinator	Date: _____/_____/_____	Member	Date: _____/_____/_____
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### Authorization for Payment of Dues - Electronic Bank Draft

I authorize Ark City Golf & Fitness and the financial institution named on the attached check or deposit slip to deduct, the amount of my monthly dues and any charges made to my membership account, from the account identified on the attached check or deposit slip. I understand my automatic payment will be deducted on, or about the 15th day of each month. Changes in account or bank information must be submitted in writing to Ark City Golf & Fitness. Changes must be received prior to the 1st business day of any given month in order to be processed for that month's payment. Canceling a bank draft does not cancel a membership or cancel charges accrued on the membership account. In the event that a bank draft is revoked or an account is closed and new bank information is not received, the membership will be transferred to the "annual payment" option and the remaining amount due under the terms of the Contract will be owed. Early termination (prior to April 1 of any given year) will only be accepted in the event if a member who passes away or a member who has accepted military assignment out of the area for more than 30 days.

Memberships may be canceled by sending WRITTEN notification to Ark City Golf & Fitness and will be honored under the terms outlined in the General Information & Procedures Document (addendum B). The fiscal year runs from April 1 of any given year to March 31 of the next year. The membership is for a one-year period and automatically renews for another one-year period on April 1 of each year unless written notification is received by February 28th of the year in which the member wants to cancel. Your authority will remain in full force & effect until written notification is received by Ark City Golf & Fitness.

- Checking (Attach voided check)
- Savings (Attach deposit slip)

Financial Institution \_\_\_\_\_

CUSTOMER COPY: YELLOW

## MEMBERSHIP CONTRACT INFORMATION ADDENDUM “A”

In this Contract, the words “you”, “your”, and “Member” shall refer to the Member where appropriate. The words “we”, “our”, “us”, “Club” and “Management” shall refer to Ark City Golf & Fitness Management and/or its licensees and franchisees.

**MEMBERSHIP:** We hereby sell to you and you hereby purchase from us a membership to Ark City Golf & Fitness – please refer to membership brochure for locations (hereinafter, “the club”). This membership, as defined in Addendum “B” shall entitle you, your spouse and children to access and use of the facilities and amenities specified in the type of membership selected (refer to the Membership Application). All memberships are non-voting and non-proprietary. No rights of ownership are conferred upon you by this Contract.

**TERMS OF MEMBERSHIP:** our membership will begin on the date that this Contract is signed. It will run continuously until March 31 of the fiscal year. Upon expiration of your initial term of membership, your membership will automatically renew on April 1 and on April 1 for all subsequent years. To terminate your membership, you must give us written notice by February 28 (effective April 1) in the year in which you wish to terminate. Address all correspondence to Ark City Golf & Fitness, PO Box 45, Arkansas City, Kansas 67005. If you do not notify us in writing by, your membership will automatically renew for an additional year beginning on 1. You shall not be relieved of your obligation to make any payment agreed to in this Contract and no deduction or allowance from any said payments shall be made by reason of your failure to attend or use the Club’s facilities, your renouncement of your membership or your failure to notify us our your termination as specified above.

**MEMBERSHIP DUES:** Costs and payment terms for your Club Membership are specified in the Membership Application. Management reserves the right to increase your fees and dues for subsequent membership terms by notifying you in writing at your last known physical address or electronic mail address. Such notification shall be made by first class mail, or electronic mail and sent no later than January 31 in give year. The notice will be deemed effective when deposited with the U.S. Post Office or electronically mailed.

**UNPAID BALANCES:** Statements are mailed on the first business day of each month and payable on or before the last day of each month. All Unpaid balances over 10 days past due are subject to finance charge of 1 1/2 % per month. In no event will the finance charge exceed the maximum allowed by law. Any balance over 30 days past due will result in automatic suspension of membership privileges until the account is brought current, including payment of late and finance charges. Management shall have the right to turn over delinquent accounts to an attorney or collection agency. Member is obligated and hereby agrees to pay, as allowed by law, and collection costs and/or attorney’s fees incurred by Management pursuant to enforcing the financial obligation of the member.

**ACCELERATION:** If you are in default on your payments to us by more than 10 days, we may send you a Notice of Default and Right to Cure. You will then have 20 days from the date the Notice is given to cure the default. If you do not cure the default in that 20-day period, we may accelerate your membership dues and declare the entire amount due and owing under this Contract to be payable in full, immediately. If you do cure the default in the 20-day period and default again, we do not have to send you an additional Notice of Default and Right to Cure and may accelerate your membership dues and declare the entire amount due and owing under this Contract to be due and payable in full immediately. Additionally, Management may suspend membership privileges with or without notice, until all past due amounts are paid.

**RETURNED CHECKS OR BANK DRAFTS:** If the bank dishonors any of your checks or bank drafts, Management shall have the right to assess a service charge of \$30 for each check or draft that is dishonored. Additionally, Management may suspend membership privileges, with or without notice, until all past due amounts are paid.

**RULES AND REGULATIONS:** Member agrees to abide by all membership rules and regulations, which may be posted at the Club, issued orally, published in a newsletter, posted to the Website or listed in Addendum “B” to this Contract. These rules may be amended from time to time at Management’s discretion. A \$20 charge will be assessed for riding 3 on a cart, starting play without paying appropriate green fees, rider’s fees, guest fees, etc., playing extra holes with a cart rental and bringing alcoholic beverages on the premises that were not purchased from the Club. In addition, a \$20 charge will be assessed for any member who brings a child under the age of 14 into any of the fitness facilities. Management reserves the right to suspend membership privileges for violation of membership rules and regulations.

**CONSIDERATION:** In consideration for and in reliance on your promise to maintain your membership for the term specified and to pay the membership fees and dues as specified, we will: (1) maintain the course and premises in a clean, safe and healthy manner, customary with clubs of this nature; and (2) upgrade our course, facilities and equipment at our discretion.

**ENTIRE AGREEMENT:** This Contract constitutes the entire and exclusive agreement between the parties. Any promises, representations, understanding and/or agreement pertaining directly or indirectly to this Contract, which is not contained herein, are of no force or effect. This Contract may be modified only by an instrument in writing signed by an officer of Ark City Golf & Fitness. Employees are not authorized to make any independent agreement with any Member that is contrary to this Contract or the Club’s general policies.

## GENERAL MEMBERSHIP INFORMATION AND PROCEDURES ADDENDUM “B”

**MEMBERSHIP:** All members, spouses and children have, if in good standing, use of Club facilities during business hours published in the newsletter and/or posted at each Club. For the safety of our members and guests, each location has rules and regulations posted that are specific to that facility. These may involve but are not limited to age requirements for use of golf carts, exercise equipment, saunas and swimming pools. Members are encouraged to bring guests, and reserve golf starting times for weekend play up to two weeks in advance depending on type of membership. Call each Club location for information on weekday tee times. The only times not available to members are those times specifically reserved for outside groups. These times will be posted at each Club in advance.

A. Member: Those men and women over the age of 18 who have signed a membership agreement.

B. Spouse: A person of the opposite sex legally married (binding and lawful if it was performed in Kansas or Missouri) to the member.

C. Child: Member’s natural or adopted child or stepchild, or foster child. To be eligible, child must be under the age of 24 and the child must be living at home or attending school as a full-time student.

**MEMBERSHIP CARDS:** All members must scan their key fob at the front door before using the Club’s facilities.

**GUEST POLICY:** Guests must be signed in at the Guest Services counter. Guest fees must be paid before using the facility at the established rate per visit as posted in the of each Club. Members who fail to register their guests are subject to suspension of privileges.

**SUSPENSION OR EXPULSION OF MEMBERSHIP PRIVILEGES BY MANAGEMENT:** Management has the right to suspend the privileges of any Member or expel any Member from the Club at any time for a) non-payment of dues, b) violation of this contract, c) for conduct prejudicial to the interests of the Club or d) for reasons of Management’s sole discretion. The Members shall be notified in writing via first class mail to the last address listed in the business office of the Club. This notice will be sent at least 10 days before the effective date of expulsion. If the member considers his/her expulsion for causes a), b), c) or d) to be unreasonable, he/she must contact Management within 10 days of receipt of notice of expulsion to:

1. Question the validity of the expulsion; or
2. Arrange a meeting with Club Management prior to the expiration of the 10 day notice period to discuss the reason for his/her expulsion; or
3. Make any presentation to avoid such intended expulsion.

In the event no contact is made with Club Management within the 10-day notice period, such expulsion shall take effect on the date specified. Management’s decision following such reconsideration shall be final and binding. A suspension of membership or expulsion for causes a), b), c) or d) does NOT relieve the Member of his/her obligation to pay dues as specified in the “MEMBERSHIP DUES” section of the Contract.

**TEE AVAILABILITY:** Tee availability is determined by location. Please refer to “Tee Time” rules posted at each location.

**UNLIMITED GOLF PRIVILEGES:** All golf members have unlimited golf privileges as modified only by booking of outside parties. These bookings are necessary in order to keep our dues reasonable and cause only temporary closings of tees to members.

**ALCOHOLIC BEVERAGES:** In order to comply with liquor laws, no outside alcohol is permitted on any Club property. The entire Clubhouse and Golf Course are licensed as a Private Club; thus, only beer, wine and alcoholic beverages purchased from the Club will be allowed.

**GOLF HANDICAP SERVICE:** This service is provided at most Ark City Golf & Fitness locations. There is a small annual charge. Members are required to post all scores, properly adjusted, on the computers provided in each location.

**STARTING TIMES:** A member may reserve a starting time up to two weeks in advance depending on type of membership. Members must indicate the names of all members and guests of their party when making tee times. Those regularly failing to arrive for a reserved tee time without calling to cancel will lose the privilege.

**PRIVATE GOLF CARTS:** Private carts will be permitted at certain Ark City Golf & Fitness locations. Please contact each location for specific privileges. If a member with a private cart invited a guest or another member(who does not have private cart privileges) to ride on their private cart, the appropriate rider’s fee needs to be paid (prior to play) as posted at each course.

**CLUB CHAMPION:** Each year, an adult male and female golfer is selected by a competitive golf event.

**NEWSLETTER:** Periodic Club events and updates are available on the WEBSITE at [www.arkcitygolf.com](http://www.arkcitygolf.com). Each member will receive an annual newsletter by U.S. mail or electronic mail in January of each year to their last known physical address, or electronic address. This newsletter will announce membership specials, changes in membership dues, course improvements and other Club information.

**CHARGE ACCOUNTS:** Members may charge goods and services to their account as long as their membership is in good standing and they have a credit card on file. This includes items from the snack bar and golf fitness merchandise. Membership charges will not be deducted electronically. Electronic bank drafts only apply to due payments Club charges must be paid by check, credit card, or cash. Management must approve any Club charge over \$100.00.

**COURSE RULES:** USGA rules will govern play and all posted rules on the tee boxes on the course and in the clubhouse will be observed. Failure to follow course rules may result in expulsion or suspension of your membership.

**PERSONAL PROPERTY:** The Club will not be responsible for any personal property that is left unattended on the Club premises by members or their guests. A lost and found box is maintained at each Club as a convenience to the members and their guests. Members and their guests are welcome to check the lost and found box if they wish. By supplying the lost and found box, the Club is in no way assuming responsibility or liability for any member or guest’s property. The Club is not a bailee and no Contract of bailment is established herein.

**CLEAN GYM SHOES:** Clean shoes are required in order to enter the fitness floor at all locations. All members wishing to use the fitness center need to bring a clean pair of shoes and change their shoes prior