

Personal Information

Applicants Name: _____ Effective Date: _____

Email Address: _____ D.O.B. _____

Spouse's Name: _____

Email Address: _____ D.O.B. _____

Home Address: _____ City/St: _____ Zip: _____

Billing Address: _____ City/St: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Membership Initiation, Dues and Fees Information

Fees

- Initiation Fee -All Plans Waived
- Processing Fee –All Plans - \$150.00

Dues:

	AVGC	Sierra	Premiere
Junior Executive Single (Under 40)	<input type="checkbox"/> \$149/mo.	<input type="checkbox"/> \$199/mo.	<input type="checkbox"/> \$249/mo.
Junior Executive Family (Under 40)	<input type="checkbox"/> \$199/mo.	<input type="checkbox"/> \$199/mo.	<input type="checkbox"/> \$299/mo.
Single	<input type="checkbox"/> \$249/mo.	<input type="checkbox"/> \$299/mo.	<input type="checkbox"/> \$349/mo.
Family	<input type="checkbox"/> \$299/mo.	<input type="checkbox"/> \$349/mo.	<input type="checkbox"/> \$399/mo.
Corporate Single	<input type="checkbox"/> \$205/mo.	<input type="checkbox"/> \$249/mo.	<input type="checkbox"/> \$305/mo.
Corporate Family	<input type="checkbox"/> \$249/mo.	<input type="checkbox"/> \$299/mo.	<input type="checkbox"/> \$349/mo.
Seasonal Single (Nov. 1 st – Apr.30 th)	<input type="checkbox"/> \$149/mo.	<input type="checkbox"/> \$199/mo.	<input type="checkbox"/> \$249/mo.
Seasonal Family(Nov. 1 st – Apr.30 th)	<input type="checkbox"/> \$198/mo.	<input type="checkbox"/> \$249/mo.	<input type="checkbox"/> \$299/mo.
Non – Resident Single (primary residence 75+ miles from Club)	<input type="checkbox"/> \$198/mo.	<input type="checkbox"/> \$225/mo.	<input type="checkbox"/> \$249/mo.
Non – Resident Family (primary residence 75+ miles from Club)	<input type="checkbox"/> \$249/mo.	<input type="checkbox"/> \$275/mo.	<input type="checkbox"/> \$299/mo.
Social	<input type="checkbox"/> \$45/mo.	N/A	N/A

Food and Beverage Minimum: \$125/qtr. on all single plans, \$150 on all family plans with the exception of the Non-Resident plan's which will be \$50/qtr and the Social plans which are \$100/qtr.

Optional Services

- Yes No Walking cart store at AVGC. \$15 monthly storage fee.
- Yes No I wish to rent a locker and be billed monthly (\$12-full \$8-half) to my
 - *Type of locker: Full Half Full Half Self Spouse
- Yes No I wish to have Hole In One insurance and be billed
 - \$2/HIO Member Event: Myself My Spouse
- Yes No I wish to participate in the annual cart program
 - \$720/yr. for Single \$1,200/yr. for Couple

PROMOTIONAL PLAN:

12 month Introductory Plan

Single \$299/mo.

Family \$369/mo.

- Includes Carts
- Includes Driving Range
- Includes Both Golf Courses
- No F&B Minimums

Promotional Plan Conditions:

Unlimited play and practice at Auburn Valley Golf Club. Unlimited practice at DarkHorse. Darkhorse Tee Times available anytime Monday through Thursday and after 11:00 am Friday through Sunday.

Introductory plan is for a period of 12 months and requires a 12 month commitment. Dues, cart fees and F&B minimums revert to prevailing rate after introductory period expires.

You may take a cart at AVGC or DHGC for yourself or for yourself and your spouse if your membership plan is a family plan. Your guest is subject to prevailing carts fees.

You are agreeing to maintain your membership for a minimum Term of 12 months. The Term begins when you execute the Membership Application.

You may terminate your membership before its Term ends by writing us, however you will be responsible for an EARLY TERMINATION FEE of up to 6 months dues ("ETF") — except for terminations consistent with our policies.

Membership Agreements are subject to Empire Golf's membership termination prorated policy (6 months dues through month 6 of term, decreasing by one month's dues per month through remaining Term).

Payment of the ETF does not satisfy other obligations owed to us, including any golf shop or food and beverage purchases.

I agree to the terms and conditions of the Introductory Plan

Member Printed Name

Member Signature

Date

List unmarried children who are under the age of 24 and are (a) living at home, (b) attending school full time or (c) serving in the military.

Name	D.O.B.	Charge Privileges
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No

Please Initial:

I agree that all charges are to be billed from the 1st to the 31st of each month. _____

I agree that I will be billed \$ _____ per month for my membership dues. _____

I agree that I will be billed \$ _____ per month for my locker rentals. _____

I agree that I will be billed \$ _____ per month for my cart storage fee. _____

Doug Faraco

Printed Name of AVGC Rep.

AVGC Rep. Signature

Member Printed Name

Member Signature

_____ Date

Method of Payment

Pay By Check

I prefer to receive a statement via US mail and deliver or mail a check. I understand that payment is due by the 15th of the month and a 5% late fee will be assessed if payment is not received by the 20th of the month.

NOTE: Pay By Check Plan members ineligible to pay via credit card except at point of purchase.

I would like to receive my statements via email at: _____

Electronic Fund Transfer

I authorize Auburn Valley Golf Club to charge my bank account for all bills that are accrued throughout the month. This includes all merchandise purchased through the Pro Shop and in the Restaurant.

Financial Institution Name: _____

Account Number: _____

Bank Routing Number: _____

I agree that all payments will be charged on the 5th of every month. _____

I would like to receive my statements via email at: _____

Credit Card Authorization

I authorize Auburn Valley Golf Club to charge my **debit/credit card** for all bills that are accrued throughout the month, **plus an additional \$10 monthly transaction fee.** This includes all merchandise purchased through the Pro Shop and in the Restaurant.

I agree that all payments will be charged on the 5th of every month. _____

I agree that all charges are to be billed from the 1st to the 31st of each month. _____

Card Type: Visa MasterCard Amex Discover

Card Account Number: _____

Exp: _____ 3 digit security code: _____

Member Printed Name

I would like to receive my statements via email at: _____

I have read the Auburn Valley Golf Club Membership Policies and agree that my membership at Auburn Valley Golf Club shall be governed by and subject to these Membership Policies.

Date: _____ **Signature:** _____

AUBURN VALLEY GOLF CLUB MEMBERSHIP POLICIES

Introduction

Membership in Auburn Valley Golf Club provides the opportunity to enjoy golf and social facilities in a comfortable atmosphere, as well as opportunities to participate in various social events and activities and build long-lasting personal relationships.

The following are the Membership Policies governing use of the facilities at Auburn Valley Golf Club (“The Club”) by Members and guests. **These policies replace and supersede all prior policies, rules and regulations, and other membership agreements that may have been implemented in the past. Such prior agreements are no longer valid and are not binding on Management.**

Auburn Valley Golf Club and its facilities are owned by Lonestar Golf, LLC, a California Limited Liability Company. Auburn Valley Golf Club and its facilities are operated and managed by Empire Golf, Inc., a California Corporation.

1. Membership

A. Classes and Privileges of Membership. Management shall have the authority to establish various categories of membership, determine the amount of membership fee and dues to be paid by members in each category, the terms of admissions, privileges, and facilities to be extended.

Membership represents a license to use designated Club facilities in common with such other persons as The Club may authorize from time to time, subject to these policies and such rules and regulations as may be adopted. Members do not acquire any ownership, proprietary, or beneficial interest in, or right to control, The Club or The Club facilities.

B. Dues and Assessments. Each Member shall pay monthly the requisite dues allocated to his or her category of membership. There shall be no assessments of any kind or character levied against the membership. The members are not liable for the debts or other obligations of The Club.

C. Transferability. All categories of membership are non-transferable.

2. Admission of Members

A. Application Procedure. A person shall be eligible for membership upon filing with Management of The Club a written application, accompanied by a signed copy of these Membership Policies, and a check for the full amount of the then applicable membership fee and the first month’s dues, for submission to the Director of Sales and Marketing. Such application must be made on the form prescribed by The Club containing all such information which The Club deems necessary.

B. Membership Committee. The Director of Sales and Marketing will act as the membership committee and shall be charged with the duty of selecting and screening applicants for membership.

3. Termination of Membership

A. Events Causing Termination. The membership of any member shall terminate upon the occurrence of the following events:

(1) The death of a member who has no surviving spouse.

(2) The resignation of a member.

(3) The failure of a member to pay dues or any other indebtedness when due in accordance with these Membership Policies or other rules or regulations of The Club.

(4) Subject to the provisions of Section B (below), the determination by the Management that a member or guest of that member is incompatible with or disagreeable to the other members; or has violated these Membership Policies or The Club rules and regulations; or has engaged in conduct which, in Management's opinion, is detrimental to or likely to endanger the welfare, safety, harmony or good reputation of The Club, or any member, designee, or authorized user.

B. Termination Procedures. Following the determination that a member shall be terminated under Section A(4) (above), a notice shall be mailed to the member, at least 10 days prior to the contemplated action, setting forth the nature of the charges, the action proposed to be taken, and advising the member that he or she has a right to be heard, either orally or in writing, at a time which shall not be less than 3 days before the effective date of the proposed termination. Following the hearing, if any, the decision of Management shall be final. Upon termination under Section A(4) (above), Management may, at its sole discretion, refund all or any portion of the original membership fee less any outstanding indebtedness of the member. A person whose membership has been terminated under Section A(4) (above) shall not be entitled to use The Club facilities as the guest of another member or otherwise.

C. Obligations upon Termination. By the act of termination, for any reason, The Club does not relinquish its right to collect, in full, all charges and other amounts due from the member to the date of termination. Terminated Members shall be responsible for all dues, fees, and other charges accrued or incurred on such member's account through the effective date of termination.

D. Death of Member. The surviving spouse of a deceased member shall automatically succeed to all privileges, terms and conditions of such membership at no additional charge.

E. Introductory Plan Early Termination.

You may terminate your special Introductory Plan membership before its Term ends by writing us, however you will be responsible for an EARLY TERMINATION FEE of up to 6 months dues ("ETF") — except for terminations consistent with our policies under Section 3 above. ETF will be 6 months dues through month 6 of term, decreasing by one month's dues per month through remaining Term. Payment of the ETF does not satisfy other obligations owed to us, including any golf shop or food and beverage purchases.

4. Charges, Dues, Fees

- A. Membership Charge.** Management of The Club may establish, from time to time for each category of membership, a separate membership fee in such amount as it deems appropriate, and must be paid to The Club at the time the application for membership is filed with The Club.
- B. Processing Fee.** Management of The Club may, from time to time, establish and revise the amount of the processing fee to be paid at the time the application for membership is filed with The Club.
- C. Dues.** Management of The Club may, from time to time, establish and revise the amounts of dues to be paid in advance by each member in such amounts as it shall deem appropriate.
- D. Monthly Minimum Charge.** Management of The Club may establish, from time to time, for each category of membership, a quarterly minimum charge to which food and beverage purchases will be credited.
- E. Indebtedness.** Subject to such restrictions as may be established by The Club, charge privileges may be established by members for the purpose of buying food, merchandise, or other items made available to members. Accounts will be billed on the first of each month and payable by the 20th. Any account not paid by the 20th shall become and be delinquent and subject to a late charge.
- F. Enforcement.** The Club may suspend the privileges of any member (and the member's authorized users) whose account becomes delinquent. The Club may terminate the membership of any member whose account remains delinquent for more than 30 days. The Club may require that any member whose account becomes delinquent twice in a 12-month period provide The Club a credit card account/number for payment of all subsequent dues or other indebtedness.

5. Management, Operation and Transfer of Club Facilities

- A. Club Management.** The Club shall have exclusive authority and shall be responsible for the management and operation of The Club facilities, which shall include, without limitation the following:
- (1) **Staffing.** The Club shall select, retain, supervise, direct, fix the compensation of, and discharge, in its sole discretion, all professionals and other personnel, agents, and/or independent contractors which The Club deems necessary or desirable for the smooth and efficient operation and maintenance of The Club facilities. Any complaints regarding such personnel shall be directed to The Club's executive director, club manager or such other person as The Club may designate. No person other than designated employees of The Club shall reprimand or admonish such personnel or direct them in performing their duties.
- (2) **Nature and Condition of Club Facilities.** The Club reserves the right to add or eliminate facilities, discontinue or modify the operation of existing Club facilities, and otherwise make such changes to The Club facilities and level of operations as The Club deems appropriate in its sole discretion. The Club makes no representations or warranties with respect to the nature or condition of The Club facilities or the suitability of The Club facilities for any particular purpose.
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(3) **Rules and Regulations.** The Club shall have the exclusive authority to adopt and amend rules and regulations governing use of and conduct on The Club facilities, including policies regarding tee time allocation, reservations, and guest privileges. Such rules and regulations are subject to change in The Club's sole discretion.

(4) **Special Events.** The Club reserves the right to make all or portions of The Club facilities available to members or nonmembers for special events, including, without limitation, tournaments, private parties, and charitable events, to determine the number and scheduling of special events in its sole discretion, and to restrict members' use of The Club facilities during such events.

(5) **Hours of Operation.** The Club shall have sole and exclusive authority to determine the hours of operation of The Club facilities and to close portions of The Club facilities during inclement weather and for maintenance, repair, overseeding, and other purposes as The Club deems appropriate.

B. Nonmember Use. The Club reserves the right to make any or all of The Club facilities available for use by persons other than members (which use may include, without limitation, unaccompanied daily fee golf play, tournaments, charitable events, weddings, banquets and other such activities) under such circumstances, terms and conditions, and upon payment of such fees and charges, as The Club shall determine in its sole and absolute discretion.

6. Amendment of Membership Policies

Management reserves the right, in its sole and absolute discretion, to amend these Membership Policies at any time and in any manner which it deems appropriate, except that Management shall not amend Paragraph B of Section 1.

7. Notice to Members

Whenever notice is required to be given to members, such notice may be given either personally or by first-class mail, or other written communications, addressed to the member at the address specified in the member's Membership Application, unless the member has provided written notice to The Club requesting that notices be given at a different address and providing such new address.

8. Liability for Use of Property

Each member agrees to be responsible and liable for any property damage and/or personal injury which he or she causes, or which is caused by his or her authorized users or guests, while on The Club facilities, or at any activity or function operated, organized, arranged or sponsored by The Club. In addition, a member who arranges or sponsors any activity or function at The Club facilities shall be responsible for any such damage or injury even if such damage or injury was not caused by the member. The cost of repairing any such damage shall be charged to the member's club account, as applicable, and failure to pay a bill for same when presented shall have the same effect as any infraction of these Membership Policies.

9. Assumption of Risk

In consideration for the privilege of using The Club facilities, each person entering upon or using The Club facilities agrees:

(1) to accept all risks associated with the use of The Club facilities and to release The Club from and indemnify and defend The Club against any and all claims arising out of or in any way connected with such use of The Club facilities, except to the extent directly resulting from the gross negligence or willful misconduct of The Club or its employees; and

(2) to assume sole responsibility for their personal safety and the safety of their personal property brought upon, used or stored at The Club facilities. The Club shall not be responsible for any loss or damage to any personal property brought upon, used or stored at The Club facilities, whether in lockers or elsewhere, except to the extent directly resulting from the gross negligence or willful misconduct of The Club or its employees.

10. Right to Regulate Use of Property

Management shall have the unqualified right to make such Rules and Regulations in the use of all or any part of The Club property, Club membership or related matters, as it may deem wise to impose. Such Rules and Regulations shall become effective immediately upon posting a copy thereof in a conspicuous place, and shall apply thereafter to all classes of memberships and their guests, visitors, and members of their families.

11. Members Bound by Changes in Rules and Regulations

Every member agrees by signing a copy of the Membership Policies that not only are they bound by the terms hereof and the Rules and Regulations of The Club, but do hereby agree to be bound by any and all changes, repeals, amendments, or additions in said Membership Policies and Rules and Regulations as soon as copies thereof are posted, distributed, or made available to the members.

12. Property Rights

No member shall have any ownership or proprietary interest, beneficial interest, or any other vested interest whatsoever in The Club, or any of the assets of The Club. No member shall have any right to vote on or approve any matter relating to management or operation of The Club. Membership is offered as an opportunity to obtain the recreational and social benefits of The Club only and should NOT be viewed as an investment or purchased with any view toward or expectation of profit. Selection to membership is the full and sole consideration for the payment of the membership fee.

13. Representations

No person is authorized to make any representation or provide any information with regard to The Club or Club memberships contrary or in addition to the information contained in these Membership Policies.
