



MEMBER NO.

**OLD CORKSCREW GOLF CLUB, LLC
17320 CORKSCREW ROAD, ESTERO, FL 33928
(239) 949 - 4700**

Request is hereby made by the undersigned Candidate or Authorized Representative to be considered for the following category of membership in Old Corkscrew Golf Club, LLC ("Club") (please check one):

Annual – Single Preferred

MEMBERSHIP APPLICATION AND AGREEMENT

First Name _____ Last Name _____

Primary Address for Billing & Club Correspondence (no PO Boxes):

Address _____ Apt. _____

City _____ State _____ Zip _____ Home Phone _____

Second Address (no PO Boxes):

Address _____ Apt. _____

City _____ State _____ Zip _____ Home Phone _____

Additional Contact Information:

Date of Birth (mm/dd/yyyy) _____ Male Female E-mail Address _____

Mobile Phone _____

Business Information:

Name of Employer/Occupation _____ Business Phone _____

Employer Address _____ City _____ State _____ Zip _____

Emergency Contact Information:

Emergency Contact Name _____ Relation _____

Emerg. Contact Home Phone _____ Emerg. Contact Work Phone _____

Golf Information:

Golf Club Affiliation _____ USGA Handicap (if any) _____

The undersigned Candidate or authorized representative submits the total non-refundable Membership Fee of \$ _____, plus sales tax in the amount of \$ _____ with this Membership Agreement for the category of membership checked above. (*Amounts will be filled in by the Club.*)

Membership Commencement Date _____ **Membership Expiration Date** _____

Upon signing this Membership Agreement, Candidate or Authorized Representative authorizes the disclosure and release of information to the Club, Old Corkscrew Golf Club, LLC ("Owner"), for investigating his or her qualifications for membership, including without limitation, his or her credit history, and authorizes all persons or entities mentioned above to furnish information to the Club. Candidate or authorized representative understands that membership in the Club is subject to approval and payment of the required Membership Fee, dues and charges, and any applicable taxes.

Electronic Signature of Candidate or Authorized Representative _____

Date: _____

This Membership Agreement shall not be binding upon the Club until the acceptance below is signed.
APPROVED AND ACCEPTED: OLD CORKSCREW GOLF CLUB, LLC,

Mark Iwinski-General Manager or Don Edwards-Sales & Marketing Director

Date: _____

TERMS AND CONDITIONS OF MEMBERSHIP

- A. Candidate or Authorized Representative acknowledges and agrees to be bound by the Club's Membership Plan (a copy can be obtained from the club's office) and all membership documents referenced therein (the "Membership Documents") and these Terms and Conditions and agrees to be bound by all of their respective terms and conditions, as they may be amended from time to time.
- B. This Membership Agreement shall entitle Candidate or Authorized Representative to be considered for membership privileges provided by the Club. This Membership Agreement will not be acted upon unless it is (i) fully completed and executed, and (ii) accompanied by a check for payment in the amount of the Membership Fee and all other amounts then due, which shall be in United States of America ("U.S.") currency.
- C. Platinum Members will enjoy benefits as part of the "Old Corkscrew Golf Club Platinum Membership Program". Gold Members will enjoy the benefits at the Club as part of the "Old Corkscrew Golf Club Gold Membership Program".
- D. Candidate or Authorized Representative acknowledges that membership is not an investment in the Club, Owners, or any other entity, nor does membership provide an equity or ownership interest in the Club, Owners, or any other entity, or the facilities of the Club (the "Club Facilities"), and that membership is for recreational use of the Club Facilities only.
- E. Candidate or Authorized Representative acknowledges that a member only acquires a revocable license to use the Club Facilities in accordance with the Membership Documents. The Club reserves the right, at any time or from time to time, in its sole and absolute discretion, to reserve memberships, to discontinue operation of any or all of the Club Facilities, to sell or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to terminate any or all types of membership, and to make any other changes in the terms and conditions or benefits of membership or use of the Club Facilities.
- F. Candidate or Authorized Representative covenants and agrees to indemnify and hold the Club, Owners, and their members, partners, shareholders, directors, officers, employees, representatives, affiliates and agents harmless in accordance with the provisions of the Membership Documents.
- G. Candidate or Authorized Representative acknowledges that use of the Club Facilities may be restricted from time to time based on events, construction, renovation, maintenance and other causes. The Club shall have the right to offer other types of membership and dues categories from time to time, in their sole and absolute discretion. The Club, Owners, and their affiliates, agents and assignees shall have the right to use the Club Facilities for all of their business purposes and may designate certain other individuals or employees to use the Club Facilities. Such use may be at a reduced rate or complimentary basis. The Club may, in its sole discretion, enter into reciprocal use privileges and access agreements with other clubs and resorts, as the Club determines appropriate from time to time.
- H. Candidate or Authorized Representative hereby acknowledges that the Club may use photographs taken of Candidate or Authorized Representative and other users at the Club and statements made by any of them at the Club for Club publications, without any prior approval.
- I. Candidate or Authorized Representative acknowledges that the Membership Fee is non-refundable except as otherwise stated herein.
- J. Resignation is permitted only in accordance with the Membership Documents. Candidate or Authorized Representative acknowledges that the Membership Fee and all other amounts due the Club must be paid in full prior to resignation of the membership. The member's use privileges will terminate on the date of resignation, and the member must continue paying all dues (if any) and other charges associated with the membership.
- K. Candidate or Authorized Representative acknowledges that Platinum Memberships have a term of ten years, provided that Platinum Memberships are recallable by the Club in the Club's sole discretion at any time for a period of three years after. Platinum Memberships will be recalled on a last-enrolled, first-recalled basis. Within ten (10) business days of the end of the Club Year of recall, the recalled Platinum Member will receive a refund of a prorated portion of the Membership Fee originally paid, without interest, based upon an allocation of the Membership Fee over a ten-year period commencing on the date the Platinum Member joined the Club.
- L. Candidate or Authorized Representative acknowledges that Gold Memberships have a term of five years, provided that Gold Memberships are recallable by the Club in the Club's sole discretion at any time for a period of three years after. Gold Memberships will be recalled on a last-enrolled, first-recalled basis. Within ten (10) business days of the end of the Club Year of recall, the recalled Gold Member will receive a refund of a prorated portion of the Membership Fee originally paid, without interest, based upon an allocation of the Membership Fee over a five-year period commencing on the date the Gold Member joined the Club.
- M. Candidate or Authorized Representative acknowledges and agrees to be responsible for all charges incurred, which shall be automatically billed to Candidate's major credit card from time to time. Candidate or Authorized Representative acknowledges and agrees that Club's authority to automatically bill Candidate's or Authorized Representative major credit card will not cease until Club receives written notification revoking this authorization agreement.
- N. Candidate or Authorized Representative acknowledges that the major credit card information provided as part of this Membership Agreement is current, and Candidate authorized representative agrees that the major credit card information shall be continually updated with the Club throughout Candidate's or Authorized Representative's membership with the Club.
- O. Candidate or Authorized Representative acknowledges and agrees that if the automatic billing is rejected for any reason, including, without limitation, as a result of exceeding the credit limit of Candidate's or Authorized Representative's major credit card, both the Club and Candidate's or Authorized Representative credit card company or financial institution may assess a fee. Candidate or Authorized Representative acknowledges and agrees that if an automatic billing cannot be made, with or without cause of Candidate or authorized representative, the Club shall be under no liability for fees or charges assessed by Candidate's or Authorized Representative's credit card company or financial institution or for any other reason whatsoever. Candidate or Authorized Representative acknowledges and agrees to pay all amounts owed to the Club in cash immediately upon demand from the Club if an automatic billing to Candidate's or Authorized Representative credit card cannot be made for any reason.