



## **2013/14 EAGLE'S NEST MEMBERSHIP CONTRACT TERMS**

### ***ELIGIBILITY***

At the discretion of the management of Eagle Ridge Golf Club, a limited number of Individual and Family Eagles Nest memberships are available to the individuals and a legal spouse or registered Domestic Partner as defined by California Family Code Section 297(a copy of a Declaration of Domestic Partnership filed with the Secretary of State pursuant to California Family Code 297 required)\* without discriminatory regard to race, creed, religion or national origin. Prospective purchasers must complete an application and acknowledge understanding of all terms, policies, and conditions contained herein. Dependents 21 years or younger living with the Eagle's Nest Member may be added to a family's membership or may be considered the second party of a Family's membership.

The management of Eagle Ridge Golf Club reserves the right to cancel or amend this offer at any time without notice. The management also reserves the right to revoke an Eagle's Nest membership for a member's violation of contract terms, and or golf club and clubhouse rules and policies.

### ***RESERVATIONS & CANCELLATIONS***

7 Day Eagles Nest members may reserve any starting times up to 45 days in advance.

Weekday Eagles Nest members may reserve starting times on any Monday – Friday (excluding holidays) 45 days in advance; and starting times on Saturday, Sunday & Holiday at Reward Members regular posted greens fees 14 days in advance. Please see attached list of holidays.

Starting times not canceled at least 24 hours in advance of play will be billed to the member at the regular posted greens fee and cart fee (when applicable) for each player reserved.

### ***PRACTICE PRIVILEGES***

Complimentary practice balls are available to every member. Member's wishing to use practice balls or any practice area without the benefit of a starting time may do so at the discretion of the golf club staff on duty. Members must check in with the golf shop staff before proceeding to any practice area. Failure to check in may result in suspension of practice privileges or loss of membership.

### ***GUEST POLICY AND FEES***

Eagles Nest Members must accompany all guests to receive discounts rates for guest. All guest fees are payable at the time of play and may be charged to a member's account. Guest discounts are not in effect for tournaments or special events.

### ***DISCOUNTS***

Eagles Nest members receive 20% off all *regularly priced* golf shop merchandise, exclusive of golf clubs, and 10% off all *regularly priced* golf clubs.

### ***FOOD AND BEVERAGE***

Complimentary F&B privileges out of the snack bar are no longer available. All F&B may be charged if the account is set up with charging privileges.

## ***CHARGE PRIVILEGES***

Any Eagles Nest member may have club charge privileges with a valid credit card and authorizing signature on file with the Golf Club. He or she may also authorize dependant members to exercise charge privileges to his/her account. Members may elect to authorize payment of monthly charges with the credit card on file, or may pay by cash or check in accordance with the payment terms set forth herein under "Payment of Dues, Fees, and Charges." Members must present their membership card at the time of charged purchases and should write their member number and signature on each sales ticket for charged purchases.

## ***CHILDREN***

Children under the age of 16 are welcome on the golf course and in the clubhouse when accompanied by an adult, unless the General Manager or Head Golf Professional has granted permission for an unaccompanied visit in advance.

## ***CHECKING IN***

To maintain the integrity of play administration, all players must register in the golf shop at least 15 minutes prior to a reserved starting time. Failure to do so may result in a cancellation or delay if other parties are prepared to play or are on standby. Forced cancellations will be charged in accordance with the 24-hour cancellation policy if standby players do not fill the starting time.

## ***RULES, PACE OF PLAY & GOLF CAR LIMITATIONS***

United States Golf Association Rules of Golf are in effect at all times as are local rules posted on the scorecard or in the Golf Shop. Special rules and formats or modified games other than those recognized by the U.S.G.A. are subject to the approval of the management of Eagle Ridge Golf Club.

Players are required to keep pace with the group in front of them at all times and/or to complete 18 holes in four hours and 30 minutes, whichever is less. Player assistance personnel will provide other helpful information and assistance and will monitor play throughout a round.

As a rule, golf cars are allowed on the fairways of all par 4s and par 5s at a 90-degree angle from the ball to the cart path. However, inclement weather or other conditions may evoke further cart restrictions. The golf staff will notify players of any temporary restrictions, but players are expected to use refrain from driving golf cars where it may damage the golf course. Privately owned golf cars are not allowed. No more than two cars per foursome are allowed unless authorized by the Golf Shop. No more than two riders and two golf bags per car.

## ***AVAILABILITY OF FACILITIES***

The management of Eagle Ridge Golf Club reserves the right to host special events such as weddings, parties, and golf tournaments. Such events may partially restrict the availability of golf course starting times and any or all of the practice areas. Such special events also may preclude the use of the clubhouse dining areas and lounge. Any or all practice areas also may be unavailable from time to time because of inclement weather or maintenance practices.

## ***DRESS CODE***

All players at Eagle Ridge Golf Club must wear alternative spikes. Men must wear shirts with a collar and sleeves at all times. Ladies must wear a shirt with sleeves or a collar. Denim, cut-off shorts, gym shorts, tank tops, halter-tops, swimwear, and short shorts are not allowed on the golf course or in the clubhouse at any time.

## ***TERMS & RENEWAL***

The term of any 2013 Eagles Nest memberships begins April 1, 2013 and expires March 31, 2014. However, memberships bought before the published effective dates are effective from the date of purchase through the

published expiration date at no increased annual fee. Monthly dues commence for the first month in which the membership is purchased.

Eagles Nest Membership annual fees are pro-rated by subtracting from an individual or Family's membership \$100 per full month forfeited when purchased between May 1 and December 31, 2013. No pro-ration is calculated for partial months. (Example: A membership purchased May 1, 2013 would be prorated by \$100 for the month of April, 2013. A membership purchased May 15, 2013 also would be prorated by \$100 for the month of April 2013. No pro-ration would be made for the portion of May not purchased.)

### ***PAYMENT OF DUES, FEES, AND CHARGES***

Charges to an Eagles Nest member's charge account and the current month's dues will be billed by the 10<sup>th</sup> of each month and are due and payable by the 25<sup>th</sup> of each month. Members may elect to pay their monthly dues and/or charge account balances with a valid credit card and authorizing signature on file with the Golf Club. Failure to satisfy a membership charge account balance may result in the suspension of charge and/or membership privileges until payment is made in full. Such failure also may be grounds for membership revocation at the discretion of the Golf Club General Manager. Overdue charges will accrue 1.5 percent interest (or the maximum allowed by California state law) per month. Account balances more than 45 days past due will be charged to the credit card on file.

The Eagles Nest program allows a member to pre-pay in full all monthly dues. Payment must be received at the time the membership agreement is executed and may not be billed to a member's Eagle's Nest account. Members may still maintain charge privileges for other fees and purchases to be billed monthly. Pre-payment plans are also available.

The management of Eagle Ridge Golf Club reserves the right to cancel or amend this offer at any time without notice.

### ***TRANSFERS & REVOCATIONS***

Membership privileges are personal to the member and may not be sold, transferred, or otherwise assigned in any manner. Privileges shall cease and terminate upon the death of the member(s). Any fees paid are non-refundable.

The management of Eagle Ridge Golf Club may revoke any membership if a member violates any terms of this contract agreement, which may change from time to time. No portion of any fees paid is refundable upon revocation of a membership.

### ***GOLF CLUB MANAGEMENT***

Policies and procedures are established and administered by the Golf Club management, including but not limited to the General Manager, Head Golf Professional, golf staff, and others so designated by the Golf Club. Eagle Ridge Golf Club is a privately owned, daily-fee golf course. An Eagle's Nest membership in no way conveys any rights of golf club membership or ownership.

*\*A copy of California Family Code 297 will be provided on request*