



Muskogee
Golf Club

Membership Application and Agreement

2017

Membership Application and Agreement

Please accept my application for membership in the following category of membership in the Muskogee Golf Club (the “Club”) located in Muskogee, Oklahoma:

Membership Type: _____

Golf Membership

- Golf
- Non-Resident
- National
- Junior
- Senior
- Corporate
- Summer Youth Golf

Social Memberships

- Social
- Social Youth

Please note that to have your children or grandchildren participate with the PGA Jr Golf League Team you must a member and in good standing

Dues Amount

The amount of dues for each membership category is described on a separate Schedule of Dues and Charges, as amended from time to time, at the sole and absolute discretion of the Company, as hereinafter defined.

Nonrefundable Membership Fee

Amount: plus all applicable taxes or similar charges: \$ _____ +TAX _____ = _____

Total Amount of Initiation Fee balance due to Club: \$ _____ +TAX _____ = _____ Total _____

Payment Terms: Monthly _____ Yearly _____ Other _____

If a nonrefundable initiation fee (the “Initiation Fee”) is payable by Applicant as a condition to membership in the Club, the portion of such nonrefundable Initiation Fee payable upon the acceptance of this Membership Application and Agreement (“Membership Agreement”) by the Company, together with all applicable taxes or similar charges thereon, must be paid in full by personal or cashier’s check or money order or credit card at the time of the submission of this Membership Application and Agreement to the Company by the undersigned applicant.

Name of Primary members

First	Middle	Last	Nickname

Name of Spouse

First	Middle	Last	Nickname

Primary Residence

Street	City	State	Zip Code

Preferred Address for Club Billing	<input type="checkbox"/> Primary	<input type="checkbox"/> Other Residence
	<input type="checkbox"/> His Work	<input type="checkbox"/> Her Work

Applicant Cell Phone:	
Spouse Cell Phone:	
E-mail Address:	
Spouse E-mail Address	

Date of Birth:	Social Security:
Spouse Date of Birth:	Social Security:

Business Information

Business Name:
Title:
Address:
Telephone:

Children's Full Names and Dates of Birth

(Please list only unmarried children under the age of 23 who are living at home, attending school full time, or serving in the military.)

Last Name	First	Middle	Date of Birth

Sponsoring Member(s):

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***Please note: It is a 1 year contract from sign up date and a 30 day notice of resignation is required as stated in the Muskogee Golf Club Rules & Regulations.**

Terms and Conditions

1. Current Ownership. I understand that, as of the date of the submission of this Membership Agreement, the Club is owned by Muskogee Golf & Country Club, LLC, an Oklahoma limited liability company (the “**Company**”). The Company reserves the right to engage one or more professional management companies and other entities to operate the Club Facilities, as hereinafter defined, or any portion thereof.
2. Disclosure of Information and Condition of Membership. I understand, acknowledge and authorize the disclosure and release of information to the Club and the Company for the purpose of investigation of my qualifications for Club membership and authorize those persons or entities named herein as references to furnish personal and financial information about me. I further authorize the full disclosure and release of information to the Company and the Club regarding my law enforcement records and credit history. Membership in the Club is contingent upon approval by the Company, which approval shall be at the Company’s sole and absolute discretion.
3. Membership Provisions. I acknowledge receipt of, and agree by execution of this Membership Agreement, that upon the written acceptance by the Company of this Membership Agreement to be bound by the terms and conditions of the following: (i) this Membership Agreement, and (ii) the following as they may be amended from time to time at the sole and absolute discretion of the Company (collectively the “**Membership Provisions**”): (a) the Muskogee Golf & Country Club Membership Plan, (b) the Club Rules and Regulations, (c) the Club’s Schedule of Dues and Charges, and (d) such other policies and practices which may be implemented from time to time by the Company. I further acknowledge that membership in the Club is subject to suspension or termination for failure to abide by the terms and conditions contained in this Membership Agreement or any of the Membership Provisions.
4. Acknowledgement of New Club Rights and Obligations. I acknowledge and understand that the Company has acquired the Club Facilities but has no obligation for any duties, liabilities, obligations or requirements which may have been undertaken or owed by the prior owner or owners of the Club Facilities. I also acknowledge and understand that the Club is a newly formed organization created by the Company for the purposes of operating the Club on and in the Club Facilities as a golf club in the residential community located in Muskogee, Oklahoma known as “Muskogee Golf & Country Club” (the “**Community**”) and that the Club has no relationship or obligation related to any club formerly operated on or in the Club Facilities or within the Community (“**Previous Club**”) in which I held a membership (“**Prior Membership**”). I acknowledge and understand that I may apply for a category of membership in the Club which provides Club privileges as nearly equivalent to those of my Prior Membership and if I am accepted for membership in the Club, that the Company, upon compliance by me with the requirements for membership in such category and provided that such membership is available for issuance to me, may issue a Club membership to me in such category but is under no obligation to do so. If the Company does accommodate my request for membership in an equivalent category of Club membership, I understand and agree that such new Club membership may not include certain attributes or may have requirements that the Prior Membership did not include and will be fully subject to the Membership Provisions. I also understand that that I may be required to pay all or part of a new Initiation Fee or Membership Deposit even though I previously paid the prior owner or Previous Club all or part of an

initiation fee or membership deposit. I further understand and agree that the Company has no obligation to honor or liability for any prior initiation fee or membership deposit I paid to the prior owner of the Club Facilities or the Previous Club. If the Company should elect in its sole discretion to give me credit for an initiation fee or membership deposit I paid to the previous owner of the Club Facilities or Previous Club for use of the Club Facilities, the amount credited to any new Initiation Fee or Membership Deposit required by the Company for my membership in the Club will be subject to the Membership Provisions and treated as having been remitted on the date of acceptance by the Company of this Membership Agreement. I understand that I may apply for Club membership in another category of membership for which I am eligible and whose privileges are not equivalent to those of my Prior Membership.

5. Payment of Dues, Fees and Charges. I understand that I am responsible for the prompt payment of all deposits, fees and charges incurred in connection with my Club membership, including any fees or charges incurred by my spouse, my immediate family members and guests, and agree to pay such fees and charges in a timely manner upon billing. All dues, fees and charges are billed directly to me as the Club member. I understand that payment shall be due on the 1st of each month and that my Club account shall be considered delinquent if not paid within twenty (20) days after the date of the monthly statement or the date that any other amount is due the Club or Company and will be subject to the lesser of (i) a one and one-half percent (1.5%) late charge per month, or (ii) the maximum amount that may be contracted for, taken, reserved, charged, or received under applicable law. This late charge shall accrue on delinquent Club account balances beginning thirty (30) days from the date of the monthly statement reflecting such amount as being owed and until the delinquent amount is paid in full. A late charge which is collected and is in excess of the maximum amount allowed by law shall either be credited to your Club account or shall be refunded if no amount remains unpaid on your Club account. I acknowledge that the Club and the Company may take whatever action it deems necessary to effect collection of any delinquent balance in my Club account, including without limitation, suspension or termination of my Club membership or legal action, and I shall be liable for all costs and for any expenses of collection including, but not limited to, reasonable attorneys' fees, including any fees incurred in connection with appellate proceedings. By execution of this Membership Agreement, I unconditionally authorize the Club and the Company to charge any and all obligations incurred in connection with my Club membership against the credit card account described below and any and all substitute or additional credit card accounts noted in the Club's records as related to my Club membership or my Club account. Such charges specifically include but are not limited to dues, service charges, use fees, purchases of food, beverage and merchandise and any other amounts. I agree to keep a valid and current credit card account to which charges are authorized to be made on record with the Club at all times and to promptly take any and all other actions required to effect the provisions of this paragraph. In the event that my credit card account of record with the Club expires or is no longer valid, I further agree to immediately substitute a valid credit card account without any requirement for notice from the Club.

6. Terms: This agreement shall be for a term ending Month _____, Year _____ and automatically renew for one year, unless the Club or the Company receives a thirty (30) day notice prior to resigning.

Monthly Club Charges - Credit Card Information – (Visa, MasterCard, Discover and AMEX)

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Card Type Name on Card Number Expiration

If you prefer to have monthly dues and charges applied to your credit card, please authorize below:

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Signature of Card Holder

Date

7. Deduction of Amounts Owed the Club or Company. The Company may, at the Company’s sole and absolute discretion, deduct from any amount to be repaid or refunded to a member or applicant any amounts due the Company or the Club by the member or applicant for any reason. Failure to deduct any amount owed the Company or the Club by a member or an applicant from any repayment or refund paid to such member or applicant shall not act to waive or cancel any claim for or right to recover any amount owed by the member or applicant to the Company or the Club.

8. Limited Revocable Non-Exclusive License. The undersigned acknowledges that membership in the Club permits the member to use the Club Facilities, as defined in the Membership Provisions. Club membership is not an investment in the Club, the Company or the Club Facilities and does not give a member vested or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a member with equity or ownership or any property interest in the Club, the Club Facilities or the Company. A member only acquires a limited revocable non-exclusive license to use the Club Facilities in accordance with the terms and conditions of the Membership Provisions, as the same may be amended from time to time at the sole discretion of the Company, and this Membership Agreement.

9. Conveyance of Club or Club Facilities. The Company has no obligation or duty of any type or nature to offer to sell, lease or transfer ownership or control of the Club, the Club Facilities, any Club asset or any portion thereof to any Club member or group of Club members. Further, upon the assumption in writing by a purchaser or lessee of the Club Facilities of the obligations and duties of the Company under this Membership Agreement and the applicable Membership Provisions, the Company will be automatically released from any and all liability or any nature whatsoever under this Membership Agreement, the Membership Provisions, the Declaration. The undersigned further acknowledge that no joinder, consent or acknowledgement by any Club member or group of Club members is required for the full and final release of the Company from any and all obligations and duties under this Membership Agreement, the Membership Provisions or the Declaration. In the event of a sale or lease of the Club Facilities in which the purchaser or lessee assumes the obligations and duties of the Company under the terms of the Membership Agreement and the applicable Membership Provisions, the undersigned applicant shall look solely to the new owner or lessee for repayment of the remaining refundable portion of any Membership Deposit, if any, or any other amount which may be due or become due to the undersigned applicant.

10. Assumption of Risk. The undersigned hereby acknowledges that the use of the Club Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. The undersigned hereby accepts any and all risk of injury to myself, my guests and my family sustained while using the Club Facilities or involved in any event or activity incident to membership in the Club. In accepting the risk of injury, I understand that I am relieving the Company, its affiliates, their successors and assigns and their respective directors, officers, partners, shareholders, employees and agents and the members of any board

of the Club and any Club committee from any and all loss, cost, claims, injury, damages or liability sustained or incurred by me, my guests and my family resulting from or arising out of any conduct or omission by the Company, all Club employees while on duty and any other agent or representative of the Club for any conduct or event occurring on the Club premises or connected with membership in the Club, use of any of the Club Facilities or participation in any Club event.

11. Amendment and Reserved Rights. This Membership Agreement may not be amended or modified, nor shall any waiver of any provision hereof be effective, except by an instrument in writing executed by the undersigned and the Company. The Company reserves the right in its sole and absolute discretion but shall have no obligation to: (i) amend in whole or in part, terminate or modify the Membership Provisions or any portion thereof, (ii) reserve memberships in the Club, (iii) discontinue operation of any or all of the Club Facilities or Club privileges, (iv) add, delete, sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person, entity or group of persons whomsoever, (v) issue, add, modify or terminate any type or category of Club membership, (vi) convert the Club into an equity member-owned club, (vii) encumber all or any portion of the Club Facilities with one or more liens or encumbrances including, but not limited to, in conjunction with other property owned or indebtedness owed by the Company and (viii) make any other changes in the terms and conditions of Club membership or to or in the Club Facilities available for use by the Club members. Any amendment other than to this Membership Agreement shall be effective immediately upon the date of notice to the Club members of such amendment given in accordance with the applicable Membership Provisions.

12. Governing Law and Performance. This Membership Agreement and Membership Provisions shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma and is performable in Muskogee County, Oklahoma.

13. Counterparts & Signatures. This Membership Agreement may be signed in one or more counterparts and each counterpart is an original. Signatures to this Membership Agreement transmitted by facsimile or in electronic PDF or other text readable electronic format, are binding upon the party providing such signatures and such signatures are deemed original signatures for all purposes.

If the Applicant is married, both the Applicant and his/her spouse must also sign below.

Signature of Applicant: _____ Printed Name: _____	Date: _____
Signature of Spouse: _____ Printed Name: _____	Date: _____

This Membership Application and Agreement is not binding upon the Company until the acceptance below is signed by the Company.

Approved and Accepted:

Company:

Muskogee Golf and Country Club, LLC,
an Oklahoma Limited Liability Company

By: MGCC, LLC
an Oklahoma Limited Liability Company,
Its General Partner

By: _____ Date: _____

Name: _____

Title: _____

Muskogee Golf and Country Club Accounting Options:

Muskogee Golf and Country Club offers two forms of payments for monthly statements. Please review the following information and check the option you wish for your account.

_____ Credit Card- Credit Card Payments will be drafted on the 15th of each month.

_____ Cash or Check, due on the 1st of each month.

_____ ACH withdraw on the 1st of the month

* Please note that statements reflect the current month's dues and the previous month's charges (i.e. The statement you receive in February will have February Dues along with January charges).

If you have any question about these options, please contact the General Manager/Head Golf Professional, Mark Budler, PGA at 918-682-3721

Schedule of Dues and Fees

Membership Dues and Fees by Category

	Golf	Non-Res	Nat'l	Junior	Senior	Social	SocYouth	Corporate
<i>Dues</i>								
<i>Monthly</i>	\$321+	\$197+	N/A	See Scale	\$269+	\$47+	\$126+	\$1,035+
<i>Annual</i>	\$3852+	\$2364+	\$776+	+	\$3228+	\$564+	\$1512+	\$12,420+
<i>InitFee</i>	\$400+	\$100+	\$100+	\$100+	\$100+	\$100+	\$100+	\$1,500+
<i>Food Min</i>	NA	NA	N/A	NA	NA	N/A	N/A	NA

Junior Membership Dues Scale

Age:	16 to 21	22	23	24	25	26	27	28	29	30	31	32	33	34
Dues:	155+	166+	176+	186+	197+	207+	217+	228+	248+	259+	269+	279+	290+	300+

Fee Schedule

	Tues – Fri	Sat – Sun/Holiday	Golf Cart	Total w/ Cart & Tax	
<i>Unaccompanied Guest</i>	\$75	\$90	included	\$81.86	\$98.24
<i>Accompanied Guest</i>	\$55	\$70	included	\$60.03	\$76.41
<i>Tournament/Outing (50+ people)</i>	\$60	\$60	included	\$65.49	\$65.49
<i>ISCC Reciprocal Rate</i>	\$35	\$35	included	\$38.20	N/A

Food & Beverage Monthly Minimum

Social, Senior & Non-Resident	\$25/Month
Full Golf Members	\$40/Month
Junior Golf	\$0

Summer Youth Golf Membership:

This is a seasonal membership (June 1, until August 31) intended for the competitive High School or College golfer needing to maintain his/her competitive edge during the summer months.

- Fee includes the full use of the Perry Maxwell 18 hole championship course after 1pm on Sunday, Tuesday, Wednesday, Thursday and Friday.
- Practice facilities are open every day (weather permitting) except Monday.
- Fee does not include Saturday or Monday golf, access to motorized golf cars, guest privileges, tee time reservations and/or any club sponsored event.
- Summer Dues: \$300 plus tax, total due upon acceptance, \$400 cart included

Muskogee Golf Club is glad to offer you the following upgrade options with your Membership. Please check next to the following options you would like to take advantage of and return this form by mail, Muskogee Golf Club, 2400 N. Country Club Road, Muskogee, OK. 74403. Fax (918)683-0294, or email mark@muskogeecountryclub.com.

_____ **Handicap**

*USGA Handicaps are required in order to participate in Club tournaments. Yearly fee: \$ 40.00
Billed every January 31*

_____ **Men's Golf Association**

*Enjoy MGA for a yearly fee of \$50.00
Billed every December 31*

_____ **Club Storage**

Store your Clubs at Muskogee Golf Club. Monthly fee – \$10 per bag.

_____ **Hole In One Club**

The cost is \$5 each time a hole in one is made by a member of the Hole In One Club. If you are a member of the Hole in One Club and make a hole in one, you will receive Golfshop Credit of the amount charged to other Hole In One Club members.