

RCC Membership Application Form



186 Country Club Plaza, Dover, AR 72837

479-968-1139

MEMBERSHIP APPLICATION AND AGREEMENT

This Membership Application and Agreement (hereinafter the "Agreement") is entered into on this _____ day of _____, 20____ by the applicant for the purpose of applying for Membership at the Russellville Country Club (hereinafter "RCC").

RECITALS

RCC, 186 Country Club Plaza, Dover, AR 72837 operates a semi-private golf and dining facility. The member desires an opportunity to enjoy the RCC facilities and obtain certain privileges and hereby agrees to become a member on the terms and conditions set forth herein.

For good and valuable consideration, Member covenants and agrees as follows:

1. **MEMBER.** For purposes of this Agreement "Member" shall mean the person/persons identified on the RCC "Membership Application and Agreement" and to determine membership qualification the eldest applicant's age shall be used to determine classification.
2. **MEMBERSHIP.** Payment of the membership fee does not give Member any right, interest, or ownership in RCC. Membership privileges are limited to the Member and the Members's family listed in this Agreement and may not be sold, transferred, or otherwise assigned in any manner. Privileges shall cease and terminate upon death of a Member. If membership was paid in full for the year previous to death, the surviving spouse of the member and qualifying children listed on this application may enjoy the privileges of the membership for the remainder of the term, as long as the account is in good standing. Therefore, a separate application must be presented for consideration. RCC may revoke membership, at RCC's sole and absolute discretion, if the Member violates the terms of this Agreement or does harm to the club's property or reputation. No portion of any fees paid will be refunded upon revocation or suspension of the Membership, other than as set forth below.
3. **MEMBERSHIP PRIVILEGES.** For the duration of the Membership term, Member will receive certain benefits which may vary and are dependent upon the type of membership elected. These benefits are referred to as "Member Privileges" and RCC reserves the right to modify Member Privileges at any time.
4. **MEMBERSHIP AGREEMENT.** The member is fully aware of the 12-month contract agreement associated with trial membership if chosen and is responsible for paying all dues charged within the 12-month contract period. Once the 12-month contract has expired, you will then be switched to another membership of your choice.
5. **MEMBERSHIP PAYMENTS.** Membership dues shall be paid in full or in (12) twelve monthly installments due on the 5th of each month. Full annual membership dues may be paid in cash, by check, or credit card. Monthly installments will be paid in advance by credit card on file using autopay on the 5th of each month.

6. MEMBERSHIP CHOICE

- A. **CERTIFICATE MEMBERSHIP.** The certificate membership is for an individual and his/her legal spouse and dependent children under 21 years of age still residing in their parent's household or 25 years of age and enrolled as a full-time college student. The annual fee shall be \$3,348.00 (taxes and fees not included) divided into 12 monthly payments of \$279.00 (taxes and fees not included). \$50.00 food and beverage minimum apply. Certificate membership privileges: Can hold office or serve on the Board of Directors, voting privileges granted, unlimited golf, driving range, cart plan, pool access, private dining access, and access to member only RCC events.
- B. **NON-CERTIFICATE MEMBERSHIP.** The non-certificate membership is for an individual and his/her legal spouse and dependent children under 21 years of age still residing in their parent's household or 25 years of age and enrolled as a full-time college student. The fee shall be \$2,748.00 (taxes and fees not included) divided into 12 monthly payments of \$229.00 (taxes and fees not included). \$50.00 food and beverage minimum apply. Non-Certificate membership privileges: Unlimited golf, driving range, cart plan, pool access, private dining access, and access to member only RCC events.
- C. **JUNIOR MEMBERSHIP.** The junior membership is for an individual who is between the ages of 21-35 and his/her legal spouse and dependent children under 21 years of age still residing in their parent's household or 25 years of age and enrolled as a full-time college student. The fee shall be \$1,848.00 (taxes and fees not included) divided into 12 monthly payments of \$154.00 (taxes and fees not included). \$50.00 food and beverage minimum apply. Junior membership privileges: Unlimited golf, driving range, cart plan, pool access, private dining access, and access to member only RCC events.
- D. **NON-RESIDENT MEMBERSHIP.** The non-resident membership is for an individual that lives outside of a 25-mile radius from Russellville city limits and his/her legal spouse and dependent children under 21 years of age still residing in their parents' household or 25 years of age and enrolled as a full-time college student. The fee shall be \$2,040.00 (taxes and fees not included) divided into 12 monthly payments of \$170.00 (taxes and fees not included). Non-Resident membership privileges: Unlimited golf, driving range, cart plan, pool access, private dining access, and access to member only RCC events.
- E. **TRIAL MEMBERSHIP.** The trial membership is a 12-month contract for an individual who is a first-time member and his/her legal spouse and dependent children under 21 years of age still residing in their parents' household or 25 years of age and enrolled as a full-time college student. The fee shall be \$2,388.00 (taxes and fees not included) divided into 12 monthly payments of \$199.00 (taxes and fees not included). Food and beverage minimums do not apply to this membership. Trial membership privileges: Unlimited golf, driving range, cart plan, pool access, private dining access, and access to member only RCC events.

- F. **SOCIAL MEMBERSHIP.** The trial membership is for an individual and his/her legal spouse and dependent children under 21 years of age still residing in their parents' household or 25 years of age and enrolled as a full-time college student. The fee shall be \$912.00 (taxes and fees not included) divided into 12 monthly payments of \$76.00 (taxes and fees not included). \$50.00 food and beverage minimum apply. Social membership privileges: Pool access, private dining access, and access to member only RCC events.
7. **GOLF CART AGREEMENT.** Member warrants that the Member is familiar with the operation of the golf cart and agrees to return said golf cart at the end of play in as good of condition as received. Members with cart privileges are entitled to only half of a golf cart. If playing with someone else, you must ride together. If a member prefers to ride solo, you must pay an additional \$6.25 per round. Any additional personal cart you have and want to use at RCC will result in an extra \$30.00 trail fee. Member further agrees to reimburse RCC for any and all damage incurred during the use or rental of a golf cart by either the member, authorized family member or a guest of the member.
8. **FOOD AND BEVERAGE MINIMUM REQUIREMENTS.** All memberships, within the exception of *Trial* and *Non-Resident* memberships, are subject to a **monthly food and beverage minimum of fifty dollars (\$50.00)**. This minimum applies solely to the subtotal amount of all qualifying food and beverage purchases made on the premises such as in the dining room, bar, and snack bar. Taxes, gratuities, and service charges do **not** count toward fulfilling this minimum. If the subtotal of purchases in any calendar month does not meet the minimum, the difference will be automatically charged to the member's account at the end of that month. The minimum balance does not carry over to subsequent months. It is the responsibility of the member to ensure compliance with this policy.
9. **INDEMNIFICATION; ASSUMPTION OF RISK.** The Member hereby covenants and agrees to fully indemnify, defend, and hold the RCC officers, employees, and other agents, harmless from and against any and all liabilities, claims, actions, lawsuits, and demands or damages incident to or arising out of acts or omissions of the Member, the Member's family, and the Member's guests. Further, the Member covenants and agrees to hold the RCC officers, employees, and other agents harmless from any and all damages to the Member's person or property and the person and property of the Member's family and guests arising out of or related to the use or occupancy of RCC facilities of any nature whatsoever.
10. **FACILITY WAIVER & SWIMMING POOL RELEASE OF LIABILITY & INDEMNIFICATION. PLEASE READ CAREFULLY** by signing this document you individually and on behalf of your spouse and dependent children, waive certain rights and assume the risks associated with the use and enjoyment of RCC facilities and services, including the risks associated with the use of the swimming area and pool made available. If you, your authorized family members, or guests choose to use the facilities, you agree that you recognize and fully understand certain things including but not limited to:

At no time is there a lifeguard on duty, you are responsible for the supervision and care of yourself, your family and your guests that use the facilities, including the pool.

That the use of the facilities involves certain risks including but not limited to accidental drowning, injury from unsupervised divers and swimmers colliding, injury from tripping and falling over obstacles in the pool area, injuries from participating in any action in the pool. You recognize and understand this is not a full, complete, or exhaustive list of all possible risks, these are simply examples of types of risks you are assuming. In exchange for RCC allowing me to utilize the pool and golf facilities area during my membership, I hereby agree to the conditions below. I fully intend and choose to give up the legal rights, as stated below:

- A. TO WAIVE ANY AND ALL CLAIMS that I, My Family or My guests have or may have in the future against RCC officers, employees, agents, or representatives (hereinafter referred to as the "Releases") relating to my use of the pool and pool area and golf facilities and golf carts.
- B. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, expense, or other cost that I may suffer or that my next of kin may suffer in connection with my use of the RCC pool or pool area, Golf facilities and Golf carts to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES.
- C. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability to property, or personal injury to, any third party including my participating family and any guests I may bring, resulting from the use of the pool or pool area, Golf facilities or Golf carts.
- D. That YOU are responsible and will adhere to all the rules of the property.
- E. That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators and assigns, or anyone else authorized to act on my behalf or on behalf of my estate.

11. **EARLY TERMINATION OR SUSPENSION OF MEMBERSHIP.** In the event that the Member is activated for military service or is relocated for business more than fifty (50) miles from the Member's address set forth on the Member's enrollment form, RCC may suspend or terminate Member's membership at its sole discretion. In the event of military service, Member shall provide a copy of military orders from the issuing authority. In the event of relocation, the Member must provide proof of residency to RCC's satisfaction. In the event of termination, RCC will not issue any refund of any prepaid membership fees. In the event of suspension, RCC will not issue any refund, but will freeze the membership for the suspension period. Decisions regarding early termination or suspension of membership will be determined by RCC, in its sole and absolute discretion.

12. **ADDITIONAL CHARGES.** Fees listed below will be automatically added to every membership account.

- a. Christmas Bonus (\$20.00 annual charge during the month of September)
- b. Auxiliary Dues (\$30.00 annual charge for golfing members, \$15.00 annual charge for social members)

13. MONTHLY CHARGE ACCOUNTS. I understand and acknowledge receipt of the Membership Agreement and covenant and agree fully to the terms herein.

Further,

- a. I agree to pay all fees, dues, and other charges for which I or one of my guests are responsible under the terms of the Membership Agreement on or before the due date.
- b. I agree to be responsible for all charges incurred by my family members and guests while using the facilities.
- c. I understand that delinquency in paying any amount due will result in a late payment fee of \$100.00 on the amounts 60 days past due. I also acknowledge that delinquent amounts may result in suspension or termination of my charging privileges at RCC.

14. I hereby acknowledge receipt of the RCC Agreement that I have read and understand the Agreement and hereby covenant and agree to be bound by the terms and conditions of this Agreement as from time to time by RCC.

15. I hereby agree that all fees, dues, and charges to my account will be charged monthly to my credit card on file and the signature below verifies I authorize RCC to charge the bank account/credit card monthly with no further authorization.

16. This Membership Agreement may not be amended or modified, nor shall any waiver of any provision be effective, except by an instrument in writing executed by the General Manager or RCC Board of Directors.

THE ABOVE TERMS ARE ACCEPTED BY APPLICANT:

Signature: _____ Date: _____

Printed Name: _____

Membership Type: _____ (Please write membership applying for)

MEMBERS ADDITIONAL INFORMATION (Please fill out information below)

Driver License No. _____ DOB: _____ GENDER: _____

Address: _____

Phone: _____ Cell Phone: _____ SSN: _____

Email Address: _____

Relationship Status: _____ If married, list name here: _____

Spouse DOB: _____ Spouse Phone #: _____

Spouse Email Address: _____

If referred by current member, please list here: _____

Please list all family names on membership:

(PLEASE CIRCLE)

FIRST _____ LAST _____ DOB _____ MALE/FEMALE

FIRST _____ LAST _____ DOB _____ MALE/FEMALE

FIRST _____ LAST _____ DOB _____ MALE/FEMALE

FIRST _____ LAST _____ DOB _____ MALE/FEMALE

FIRST _____ LAST _____ DOB _____ MALE/FEMALE

PAYMENT INFORMATION:

(Please provide your credit card information for monthly auto-billing)

CREDIT CARD INFORMATION:

Cardholder Name: _____

Card #: _____

Expiration: _____ CVV: _____