



RUSSELLVILLE
COUNTRY CLUB

MEMBERSHIP APPLICATION FORM

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. RCC operates as a 501(c)(7) nonprofit mutual benevolent social club, and membership does not confer any equity, ownership, or proprietary interest in the Club; however, only fully active members in good standing may be entitled to receive a proportionate share of remaining proceeds, if any, in the event of dissolution, as permitted by law. Membership privileges are limited to the Member and the Member'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 acknowledges and agrees to abide by the terms and conditions of the membership selected, including but not limited to contract length, dues, fees and all rules and policies of Russellville Country Club (RCC). The Member is responsible for timely payment of all dues and charges associated with their membership in accordance with the selected membership agreement.

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. FULLY ACTIVE MEMBERSHIP. The Fully Active 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 \$3,444.00 (taxes and fees not included) divided into 12 monthly payments of \$287.00 (taxes and fees not included). \$50.00 food and beverage minimum apply.

Fully Active 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. This membership level offers preferred tee times and larger member discounts compared to other membership categories.

B. 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. Eligibility for the Junior Membership shall be determined by the age of the older spouse or partner at the time of application and throughout the term of membership. Once the older spouse or partner reaches thirty-six (36) years of age, the household shall no longer qualify for the Junior Membership and must transition to a Fully Active Membership. The fee shall be \$1,944.00 (taxes and fees not included) divided into 12 monthly payments of \$162.00 (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.

C. NON-RESIDENT MEMBERSHIP. The Non-Resident membership is for an individual that lives outside of a 25-mile radius from the Country Club 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 \$2,136.00 (taxes and fees not included) divided into 12 monthly payments of \$178.00 (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.

D. SOCIAL MEMBERSHIP. The Social 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 one-half (½) of a golf cart and, when playing with another individual, must ride together. If a member prefers to ride solo, an additional fee of \$6.25 per round shall apply; however, Fully Active Members are entitled to use an RCC golf cart individually without the requirement to share. All members are permitted to use a personally owned golf cart while on RCC property, subject to Club rules and applicable trail fees. Any additional personally owned cart used at RCC shall be subject to an additional \$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 the Member, an authorized family member, or a guest of the Member.

8. CART SHED RENTAL AGREEMENT. Member acknowledges and agrees that the rental of a cart shed is a privilege extended by Russellville Country Club (RCC) and that the Member will abide by all rules, policies, and regulations of RCC while utilizing the cart shed. RCC reserves the right to access any rented cart shed at any time for inspection, maintenance, or operational purposes. The monthly rental fee for a cart shed is \$40.00 per month and will be billed to the Member's account. Member further agrees to hold RCC harmless from any loss, damage, or liability associated with the storage of personal property in the cart shed and understands that RCC is not responsible for theft, damage, or loss of any items stored therein.

9. FOOD AND BEVERAGE MINIMUM REQUIREMENTS. All memberships, within the exception of the Non-Resident membership 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.

10. 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.

11. 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.

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.

By signing below, I acknowledge that I have received, read, and understand the rules, policies, and guidelines associated with membership at Russellville Country Club (RCC). I agree to abide by these rules and understand that failure to do so may result in suspension or termination of membership privileges.

Signature: _____ **Date:** _____

RUSSELLVILLE COUNTRY CLUB

Membership Application Form

MEMBER NUMBER

(FOR ADMIN - Do not fill)

Please fill out the information below:

GENDER	FIRST NAME	LAST NAME
DATE OF BIRTH (DD/MM/YYYY)	MOBILE PHONE	HOME PHONE
ADDRESS		STATE
		ZIPCODE
MEMBERSHIP TYPE (PLEASE WRITE MEMBERSHIP YOU ARE APPLYING FOR)		
EMAIL ADDRESS	SOCIAL SECURITY #	DRIVER'S LICENSE #
RELATIONSHIP STATUS	IF MARRIED, LIST SPOUSE'S NAME HERE	
SPOUSE'S EMAIL ADDRESS	SPOUSE'S #	SPOUSE'S DOB

PLEASE LIST ANY CHILD DEPENDENTS WHO QUALIFY FOR COVERAGE UNDER YOUR MEMBERSHIP BELOW:

NAME:	DOB: GENDER:
NAME:	DOB: GENDER:
NAME:	DOB: GENDER:
NAME:	DOB: GENDER:
NAME:	DOB: GENDER:
NAME:	DOB: GENDER:

CREDIT CARD INFORMATION

(WE REQUIRE CARD INFORMATION ON FILE FOR MONTHLY AUTOBILLING)

CARD NUMBER:	EXPIRES:	CWV: