

## **2010 Winter Membership Contract**

This Contract ("Contract"), is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Cleveland Country Club, Inc. ("The Club"), and \_\_\_\_\_ ("Member").

**WHEREAS**, The Club is maintained for the general welfare of the community and for the promotion of social entertainment and athletic activities of its members and their families.

**WHEREAS**, the Member recognizes the various benefits of becoming a member of The Club, including, but not limited to, social entertainment and participation in athletic activities.

**WHEREAS**, The Club desires to implement a Membership Promotion Discount program so as to generate additional club members and cash flow for the benefit of the entire Cleveland Country Club.

**WHEREAS**, the Membership Discount Promotion is designed to allow prospective members to become new club members without the burden of paying the initial initiation fee, with the clear and unambiguous understanding that if the member terminates his or her membership within one (1) \_\_\_\_ or three (3) \_\_\_\_ years from the date of this Contract, all monthly fees will become due and owing in full for the remainder of the specified contract period within thirty (30) days from the termination date.

**WHEREAS**, The Club and Member understand that in consideration of the terms of the Contract, The Club is generally benefitted by receiving a guarantee from Member to pay all dues, invoices for services, assessments and minimums due and owing for at least one (1) \_\_\_\_ or three (3) \_\_\_\_ years from the date of this contract, and the failure to do so will result in all monthly fees becoming due and owing from Member for the remainder of the specified contract period.

NOW, THEREFORE, in consideration of the aforementioned, and the mutual agreements and covenants herein contained, The Club and Member agree as follows:

1. Member shall become and remain a member of The Club and comply with all rules, regulations, and bylaws for a period of at least one (1) \_\_\_\_ or three (3) \_\_\_\_ years from the date of this Contract.
2. Should Member fail to complete said one (1) \_\_\_\_ or three (3) \_\_\_\_ year membership term for any reason other than as set forth herein, Member shall at once pay to The Club all monthly fees for the specified contract period due and owing within thirty (30) days from the date that the membership is terminated. Notwithstanding, if Member moves more than 100 miles from The Club during the initial one (1) \_\_\_\_ or three (3) \_\_\_\_ year period as set forth herein, for work-related reasons only, and the Member therefore wants to terminate his Club membership, The Club will waive all monthly fees becoming due and owing from Member for the remainder of the specified contract period.
3. For a period of one (1) year from the date of the entry of this Contract, Member shall receive a locker based on availability and golf club storage free of charge. Subsequent to the one (1) year period, Member may elect to continue these services at the prevailing fees in effect at that time which will become due and owing.
4. Membership rates, such as dues, golf services, assessments, and minimums including sales tax as set forth below, shall remain the same without an increase for the Initial one (1) \_\_\_\_ or three (3) \_\_\_\_ year period beginning the date that this Contract is signed. At the completion of the one (1) \_\_\_\_ or three (3) \_\_\_\_ year period, the Member will then become responsible for such membership rates that are in effect at that time and as set forth

in Member's qualifying category of membership. Current Membership rates and categories are as follows:

A) General, Company-General and Successive Company-General Memberships, consisting of ages 36 and above, monthly payment of \$375.35 is as follows:

Dues:	\$227.18
Golf Services:	\$ 10.55
Assessments:	\$ 95.00
Minimums:	\$ 43.90

\_\_\_\_\_ \$1000.00 up front to be credited towards monthly statement at a rate of \$83.33 per month for 12 months and sign one year contract for General and Company-General.

\_\_\_\_\_ \$500.00 up front to be credited towards monthly statement at a rate of \$41.67 per month for 12 months and sign one year contract for Successive Company-General.

Or

\_\_\_\_\_ NO INITIATION FEE and sign a three year contract

B) Youth Membership, consisting of ages 21 through 35, monthly payment of \$240.50 is as follows:

Dues:	\$146.97
Golf Services:	\$ 10.55
Assessments:	\$ 40.00
Minimums:	\$ 43.90

\_\_\_\_\_ \$500.00 up front to be credited towards monthly statement at a rate of \$41.67 per month for 12 months and sign one year contract.

Or

\_\_\_\_\_ NO INITIATION FEE and sign a three year contract

5. Member shall be considered in default of this Contract should Member fail to pay to The Club Member's outstanding bills due and owing for a period of thirty (30) days from the due date. Once in default, Member shall be unable to use The Club and/or incur additional indebtedness until all outstanding charges have been satisfied in full. If Member fails to pay the outstanding indebtedness due and owing for a period of ninety (90) days from the initial due date, Member's membership shall be terminated immediately and all monthly fees becoming due and owing from Member for the remainder of the specified contract period. Plus all outstanding indebtedness due and owing, shall become immediately payable.

6. This Contract shall be binding upon the parties hereto and upon their respective executors, administrators, successors, and assigns.

7. This Contract contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

8. This Contract may be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions hereof may be waived only by a written instrument signed by The Club and Member, or in the case of a waiver, by the party waiving the compliance. No delay on the part of any party in exercising

any right, power of privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

9. This Contract shall be governed and construed in accordance with the laws of the State of Tennessee applicable to Contracts and to be performed entirely within such State. Further, the parties agree that any action relating to or arising out of this Contract shall be brought in the Courts of the State of Tennessee, and the parties consent to personal jurisdiction and venue in Bradley County, Tennessee.

10. If an attorney is employed by either party with regard to any legal action or other proceeding brought by either party for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in the connection with any of the provisions of this Contract, then the prevailing party, whether at trial or upon appeal, and any addition to any other relief to which the prevailing party may be granted, shall be entitled to recover from the losing party all costs, expenses, and a reasonable sum for attorney's fees incurred by the prevailing party in bringing or defending such action, arbitration, or proceeding, and enforcing any Judgment granted therein.

11. In the event that any provision of this Contract is invalidated or unenforceable under applicable law, that shall not affect the validity or enforceability of the remaining provisions. To the extent that any provision of this Contract is unenforceable because it is overbroad, the provision shall be limited to the extent required by applicable law and enforced as so limited to the fullest extent possible in accordance with the mutual intent of the parties hereto.

By signing below, you are authorizing the Cleveland Country Club and/or its agents to perform a credit check for approval purposes.

All applicants are subject to board approval.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

STATE OF TENNESSEE  
COUNTY OF BRADLEY  
Personally appeared before me,

CLEVELAND COUNTRY CLUB, INC.

By: \_\_\_\_\_

\_\_\_\_\_,  
and who acknowledged that he/she executed the  
within instrument for the purposes therein  
contained.

Title: \_\_\_\_\_

Witness my hand, at office,  
this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

PROSPECTIVE MEMBER

\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Date of Birth