

**Fair Oaks Membership Application**

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Last Name	First Name	Middle Initial	Birth Date (month/day/year)
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Street Address	Home Telephone
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City	State	Zip Code
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Business Affiliation	City	State	Business Telephone
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Spouse's Name (if appl.)	Birthday (month/day/year)
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Email \_\_\_\_\_

**Type of Membership (Select One):**

- Individual Full Golf Membership**
  
- Couple Full Golf Membership**

A description of the duration and benefits of the different types of memberships is attached to this Application as Exhibit A and incorporated herein by this reference.

**Terms and Conditions.** As a member, you agree (a) to release Fair Oaks Golf Club, its agents, owners and employees (collectively the "Releasees"), from any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss or injury to you or your property, or your death, while upon the premises, whether resulting from the negligence and/or other fault, either active or passive, of any of the Releasees, or from any other cause (b) to be bound by the Club Rules that are in effect at that time, (c) to pay all charges and fees at the time of membership activation (d) to be responsible to the Golf Club for your conduct and the conduct of your guests. You must be 18 years of age or older in order to apply for membership. For your convenient reference, attached to this Application as Exhibit B is a current copy of the Club Rules, which may be changed from time to time at the exclusive discretion of the Fair Oaks Golf Club management. Notice will be provided of any change(s) to the Club Rules.

I hereby apply for the membership indicated in Paragraph 1 above. By signing below, I acknowledge that I have read and understood all of the Terms and Conditions relating to my membership.

Date \_\_\_\_\_

Member's Signature \_\_\_\_\_

**Exhibit A MEMBERSHIP  
OPTIONS**

**Individual Full Golf Membership (Single Payment)**

**Price:** \_\_\_\_\_

**Term:** \_\_\_\_\_ **to** \_\_\_\_\_

Unlimited golf Monday through Sunday (including Holidays) 1 Complimentary bag of range balls per member per day (conditions permitting)  
Unlimited use of the putting and chipping greens  
14- Day Advance Tee Time Reservations  
Full access to all of the Club's facilities and amenities excluding professional teaching area when course is open for play.

**Couple Full Golf Membership (Single Payment)**

**Price:** \_\_\_\_\_

**Term:** \_\_\_\_\_ **to** \_\_\_\_\_

Unlimited golf Monday through Sunday (including Holidays)  
1 Complimentary bag of range balls per member per day (conditions permitting)  
Unlimited use of the putting and chipping greens  
14- Day Advance Tee Time Reservation  
Full access to all of the Club's facilities and amenities excluding professional teaching area when course is open play.

## **EXHIBIT B**

### **RULES AND REGULATIONS**

In order to enhance the golf experience and safety of all persons and guests at the Fair Oaks Golf Club (the "Golf Club"), the following rules and regulations ("Club Rules") shall govern the actions and conduct of all members and their guests at the Golf Club.

Member is entitled to use and enjoyment of the Golf Club, subject to the terms and restrictions of the applicable membership plan, these Club Rules, and such other restrictions or limitations as may be imposed from time-to-time by management. All modifications to rules will be appropriately distributed to members in writing.

Member must check-in with the Golf Shop at all times and sign for a golf cart at all times a golf cart is used.

The Golf Club reserves the right to host special events and golf tournaments. Such events may partially or completely restrict the availability of golf course starting times and any or all Golf Club facilities, including, but not limited to use of the clubhouse, snack bar, practice range, and the golf course itself. The Golf Club shall have no liability for the temporary suspension of any privilege due to maintenance, repair, construction, improvements, acts of God, inclement weather, utility disruptions, or any and all other matters beyond the control of the Golf Club.

The management of the Golf Club shall be free to modify the features of the facilities, including but not limited to the relocation of operations, the implementation or cessation of services, or such other adjustments or changes as management, in its discretion, deems appropriate.

#### **Reservation Policies**

The Member shall make prior reservations for tee times according to the applicable Member's plan. Cancellation of starting times must be made 24 hours in advance of the scheduled tee time.

All players should check in at the golf shop at least ten (10) minutes prior to a reserved starting time. Failure to do so may result in a cancellation or delay of the tee time if other parties are prepared to play or on standby.

#### **Pace of Play**

Players are expected to keep pace with the group in front of them at all times and/or to complete 18 holes in four hours, whichever is less.

### **Use of Golf Carts**

Only licensed drivers over the age of 16 may operate the carts. Golf carts are to be driven in accordance with applicable cart restrictions at all times, and otherwise in a safe and controlled manner. Members are responsible for any and all damage to the Golf carts or damage to the course which results from his/her operation of said Golf cart, and the Member agrees to reimburse the Golf Club for all necessary expenses and /or damages for the repair of said Golf Carts or repair of damage to the Golf Course. Golf carts are allowed on the fairways of all par 4s and 5s at a 90° angle from the ball to the cart path. However, inclement weather or other conditions may evoke further cart restrictions. At no time are carts permitted to leave the golf course. The parking area is NOT part of the golf course. The staff will notify players of any temporary restrictions, but players are expected to refrain from driving golf carts where it may damage the golf course. Privately owned golf carts are not allowed. No more than two carts per foursome are allowed. No more than two riders and two golf bags per cart, Cart Fees are \$10.00 per player for 18 holes and \$5.00 per player for 9 holes.

### **Dress Code**

Metal spikes are prohibited. Proper golf attire is required. Denim, cut-off shorts, gym shorts, tank tops, halter-tops, swimwear, and shorts more than 4" above the knee are not allowed on the golf course or in the clubhouse at any time.

### **Food and Beverage**

The club shall be the sole provider of any and all food and beverage consumed on Fair Oaks Golf Club property.

### **Transfers and Revocations**

Membership privileges are personal to the Member and may not be sold, transferred, or otherwise assigned in any manner. The management of the Golf Club may revoke any membership without notice if a member violates any terms of the membership plan, general policies of the Golf Club and/or these Club Rules, as the same may be hereafter modified. No portion of any fees paid is refundable upon revocation. Club Rules may change from time to time at the discretion of management. All memberships expire as of the end of their stated term and the Golf Club is not obligated to continue any membership programs beyond such stated term. A new application for membership must be completed and approved for continued membership beyond the stated term.

In the event of a sale or other transfer of the Golf Club, all memberships shall, at the buyer's or successor's election, either (a) be terminated, in which case Member would receive back his or her pro-rata share of Member's membership fee as of the effective date of sale or transfer, or (b) continue in place without regard to such sale or transfer. Member shall provide his or her reasonable cooperation in connection with any such matters.

### **Payment of Fees and Charges**

Membership fees are due and payable at the time the membership term begins as specified in the Membership Application.. All membership fees are non-refundable.

### **General Limitations.**

The Golf Club shall have no liability for the physical damage, theft, or loss to any personal property of Member or Member's guests in any way arising from the use of the Golf Club facilities, to the greatest extent allowed by law.

### **General Code of Conduct**

While at the Golf Club facilities, Member shall conduct himself or herself in a manner that is not abusive, combative or disruptive to other players or staff.

### **Golf Club Management**

The Golf Club is administered by the management of the Golf Club. The management is free to run the club in accordance with its discretion. A membership at the Golf Club provides the Member with certain privileges to use but does not grant the Member any ownership interest in the Golf Club, or any input into the management of the Golf Club.

### **Indemnification for Damage**

Member shall be responsible for all damages and personal injury caused by the Member, the Member's family, or any guest of the Member and the Member shall indemnify, defend, and hold harmless the Golf Club against any claims.