

Application & Agreement

This Application and Agreement is between the undersigned Applicant and EMPIRE LAKES GOLF COURSE.

Applicant's Business Information*

Business Name _____

Occupation _____

Address _____

City _____ State _____ Zip _____

Telephone (____) _____ Cellular (____) _____

Fax Number (____) _____ Birth Date _____

E-Mail Address _____

Applicant's Home Information*

Name _____

Address _____

City _____ State _____ Zip _____

Telephone (____) _____

Fax Number (____) _____

E-Mail Address _____

I CERTIFY THAT I HAVE READ AND UNDERSTAND THE TERMS OF THE AGREEMENT AND THE RULES AND REGULATIONS OF EMPIRE LAKES GOLF COURSE AND AGREE TO BE BOUND BY THEM. I CERTIFY THAT THE INFORMATION CONTAINED ON THIS APPLICATION IS TRUE AND CORRECT.

Applicant Signature: _____

Effective Date: _____

The Parties Agree As Follows

1. Privileges:

- A. If accepted, Applicant shall be entitled to the membership privileges upon the terms and conditions set forth in this agreement.
- B. Applicant shall have no power or authority regarding operation or management of the Empire Lakes Golf Course or its facilities.
- C. Applicant shall not share in or obtain rights or interest in the golf course, its facilities, its assets, or its earnings.
- D. Applicant acknowledges and agrees that his or her membership cannot be transferred or encumbered in any manner and that privileges automatically terminate upon Applicant's death.
- E. Applicant shall not be liable for assessments, liabilities, or debts of the Empire Lakes Golf Course.
- F. The privileges Applicant is obtaining shall expire at the end of 12 months, except as provided in Paragraphs 7, 8, and 9.
- G. All past accounts must be paid in full before acceptance or renewal.

2. Fees

Applicant shall pay, in advance, the fees prescribed for the type of privileges he or she is seeking. The amount paid by Applicant shall be returned if the application is not accepted by Empire Lakes Golf Course. Fees shall not be refunded upon termination of privileges, whether termination is voluntary or involuntary, except as provided in Paragraph 7.

3. Payment Plan

Empire Lakes Golf Course's payment plan will be 50% at initial signup and the rest of the payment due 90 days after the purchase date. If the membership has not been fully paid within 120 days, there will be a \$100 per month late fee and the membership will be suspended until the full payment have been received.

4. Rules and Regulations:

Applicant shall be bound by the requirements, rules, and regulations of the Empire Lakes Golf Course and its facilities, as they now exist and as they may, from time to time, be amended. A copy of current rules is attached and considered part of this agreement. Applicant agrees to be bound by the By-laws, Rules and Regulations of the Ladies and Men's Club as they now exist, and as they may be amended from time to time, if Applicant is applying for such membership. Empire Lakes Golf Course and the Empire Lakes Golf Course facility, upon request, shall provide the requirements, rules, and regulations.

5. Liability:

Applicant shall be liable for any property damage or personal injury caused by Applicant or guests during use of the Empire Lakes Golf Course and/or its facilities, and adjacent properties. Applicant shall indemnify and hold Empire Lakes Golf Course and its agents, employees, directors, officers, shareholders and partners, harmless from any and all liability, including damages, costs, expenses, and reasonable attorney fees occurring on or arising out of activities upon the Golf Course, adjacent properties, or its facilities.

6. Safety:

Applicant shall be entirely responsible for his or her own safety and that of Applicant's guests and the property of each while on the premises and during their use of the Empire Lakes Golf Course facilities. Applicant waives any right to bring a cause of action against Empire Lakes Golf Course or any of its partners for any injury or property damage of any kind sustained during the use of Empire Lakes Golf Course and/or its facilities.

7. Termination or Privileges by Empire Lakes Golf Course and Refund of Fees:

Empire Lakes Golf Course has the sole discretion to terminate privileges with or without cause, upon delivery of written notice to Applicant.

8. Activities Causing Termination Without Refund of Fees:

A. Empire Lakes Golf Course may terminate the package of an Applicant for the following reasons without giving Applicant a refund of the fees that he or she has paid:

- I. Violation of Empire Lakes Golf Course requirement, rules and/or regulations.
- II. Providing false information on this Agreement
- III. Harming, offending, or annoying any person at the Empire Lakes Golf Course or its facilities, including employees or adjacent homeowners.
- IV. Damaging or injuring the Empire Lakes Golf Course or its facilities.
- V. Default or delinquency in the payment of fees or any moneys owed more than 30 days past due.

B. Applicant may cancel his or her privileges by delivering written notice of termination to Empire Lakes Golf Course. An Applicant who cancels his or her privileges will not receive a refund of fees paid.

9. Renewal:

Applicant's privileges may be renewed upon his or her satisfaction of the following conditions:

- A. Empire Lakes Golf Course receipt of new Application and Agreement which has been properly completed and signed by all Applicants.
- B. Applicant's payment in full to Empire Lakes Golf Course of the fees then due for the next calendar year.
- C. Empire Lakes Golf Course approval of Applicant's request.

10. Notice:

Notice given pursuant to this Agreement to Applicant shall be addressed to the address as completed by Applicant above as "Applicant's." Notice given to Empire Lakes Golf Course shall be addressed as follows:

Empire Lakes Golf Course
Attn. General Manager
11015 Sixth Street
Rancho Cucamonga, CA 91730

Any notice given in connection with this agreement shall be in writing and shall be deemed to be delivered upon personal service or mailing the same, by certified or registered mail, to these addresses or to such other address designated by any party in accordance with this paragraph

11. Conditions:

This Agreement shall not be binding until Empire Lakes Golf Course has signed this Agreement.

12. Attorney's Fees:

If litigation is commenced to enforce any of the provisions of this Agreement, or to recover indemnification hereunder, or if this Agreement is asserted in any litigation, the prevailing party shall be entitled to recover reasonable attorney fees.

13. Modifications:

Only an amendment, executed by the parties, may modify this Agreement.

Dress Code

The following *Dress Code* insures high standards of dress for all players. Failure to conform to the Dress Code will result in the player's being denied access to the Golf Course and Clubhouse.

Generally, all clothing specifically designed for golf play and in good repair is acceptable.

Other guidelines:

1. Non-metal spike golf shoes are required.
2. Shirts should have collars. Shirts must be worn at all times.
3. Pants should have front creases.
4. Bermuda or walking shorts may be worn if they have front creases and hand within 5" of the knee.

The following list contains examples of clothing which are **unacceptable:**

1. Any clothing in obvious disrepair.
2. Jeans, jogging or sweat pants.
3. Jogging shorts, bathing suits, running or exercising shorts.
4. High-top athletic shoes, any hard-soled shoes, and metal spike golf shoes.

In cases where a player's dress is questionable, but not specifically addressed by the Code, the Golf Shop Staff has the discretion to deem his dress inappropriate and deny access.

Rules

Note: All reference regarding "Membership" is limited only to prepaid annual golf fees. The words "Membership" and "Member " in no way imply any other rights or privileges to the applicant.

1. All members and their guests must conform to the Club's Dress Code. The Dress Code is included, as part of the Agreement, and members must sign Dress Code at time of application.
2. All play must be registered in the Golf Shop. All play will begin at either the 1st or the 10th Tee, at the direction of the golf shop.
3. To receive the Member Guest Fee reduced rate, the fee must be charged to the Member's Account and Member must be playing within the group.
4. Members and their guests are required to obey all cart directional signs, repair divots and ball damage to greens. Members and their guests are required to play at a consistent pace, keeping up with the group in front and allowing faster groups to play through.
5. Members and their guests are expected to display proper golfing etiquette at all times.
6. Use of facilities is at the discretion of the Management of Empire Lakes Golf Course.

Empire Lakes Golf Course reserves the right to amend these rules as needed. Violation of any of these rules may result in termination of membership privileges as stated in Paragraph 8 of the Application and Agreement. I agree to abide by the CLUB'S Dress Code and Rules and inform my guests of the same.