



DWG MEMBERSHIP AGREEMENT

This DWG Club Membership Agreement describes the membership rights and obligations of the undersigned member or members ("Member", whether one or more) of Diamond Woods Golf Course.

1. Term. Membership is on an annual, twelve month, renewable term basis. Your membership runs from the date this Agreement is signed ("Effective Date of Membership") to the first date of the following month and each subsequent year thereafter ("Annual Renewal Date"), and will automatically renew for the next succeeding twelve months unless the Member provides the DWG Club with written notice of termination at least sixty (60) days prior to the Annual Renewal Date, in which case the membership will terminate at the end of the current term.

2. Classes of Membership and Fees. There are three classes of membership: Premier, Junior Executive and Five Day. See paragraph 6 below for Membership Fees and payment options. Membership fees are potentially subject to increase upon the expiration of the current agreement for the following year. Membership fees on the Monthly Payment Plan are due and payable in advance. A MEMBER ACCOUNT THAT IS PAST DUE FOR ANY REASON WILL RESULT IN THE FOLLOWING ACTIONS: 1) Loss of playing privileges until the account is brought current, or 2) If account is not brought current within 30 days, the process of "Acceleration," as defined in Addendum "A" will be applied.

3. Benefits of Membership. Membership benefits vary based on level of Membership subscribed to and may include unlimited play at DWG Club when the course is open to general play, full driving range privileges, , certain golf cart programs offered by the clubs, and access to all club's amenities (additional charges may apply). See your specific Benefits listed below depending on your Membership level.

4. Miscellaneous. You will be provided a membership packet outlining the DWG Club rules. Members are required to follow DWG Club rules, membership rules, and standards of golf etiquette. Failure to follow these rules and standards may lead to termination of your membership at the discretion of DWG Club. Membership may also be terminated if membership fees or account balances become more than five (5) days past due. If membership is terminated without full payment of the financial obligations of the Member, DWG Club may recover the delinquent amount from the Member, together with interest at twelve percent per annum and all costs of collection, including reasonable attorney's fees, and costs incurred by DWG Club. This Agreement is made in Oregon, and Member agrees that Oregon courts, without a jury, may resolve any dispute associated with membership at DWG Club.

5. Effective Date of Membership: ____ Annual Renewal Date: _____

6. Payment Options and Member Information:

First Name: _____ Driver License #: _____
Last Name: _____ Gender: _____
Email: _____ Birthday: _____
Street: _____ City: _____ State: _____ Zip: _____
Phone: Mobile: _____ Home: _____ Work: _____
Spouse Name: _____ Children (Name, DOB) _____
Spouse Email: _____
Spouse birth date: _____

DWG MEMBERSHIP OPTIONS (Circle One Membership, then circle add-on options - All fees shown above are recurring fees.)

PREMIER MEMBER*	JUNIOR EXECUTIVE MEMBER (age 21-35)*	FIVE (5) DAY MEMBER*
\$145 individual/\$185 family	\$105 individual/\$140 family	\$130 individual/\$165 family
Add Cart - \$65	Add Cart - \$65	Add Cart - \$50
*\$400 initiation fee- One year commitment.	*\$400 initiation fee- One year commitment.	*\$400 initiation fee- One year commitment.

BILLING OPTIONS (Circle One)

Credit Card Check ACH Checking (attach voided check) ACH Savings (Attach Deposit Slip) Credit Card Information: (Expiration Date must be greater than 12 months out.)

Card Number: _____

Expired Date: MM/YY: _____

Cardholder Name: _____

(Please print name exactly as it appears on the card)

Card Type (circle one): VISA MASTERCARD AMERICAN EXPRESS DISCOVER

Bank Account info:

Bank Name:

Routing Number: (9 Digit Entry)

Account Number: (4-17 Digit Entry)

Billing Address – Check here if same as Personal Address

IF DIFFERENT THAN PERSONAL ADDRESS:

Billing Address: _____

Billing Postal: _____

Monthly Payment Plan (check one): PREMIER = \$ _____ /mo.; JR. EXECUTIVE = \$ _____ /mo.; FIVE DAY = \$ _____ /mo.

Membership fees will be pro-rated to last day of the month that includes the Effective Date of Membership, to allow the monthly subscription fee to be billed on the 1st of each subsequent month. Upon subscribing into the monthly payment plan, the pro-rated monthly subscription of the current month, plus one additional month will be collected.

Initial to indicate receipt and acceptance of terms and conditions of DWG Club's Local Rules, including Addendum A and B attached hereto.

(Signature of Member): _____

By your signature(s) hereto, you hereby agree to release DWG Club from liability for injury to you or your guests, including the possible reckless conduct of others and hereby agree to accept all risk and release DWG Club and its affiliates from any property damage, personal injury or death.

The Member(s) signing below agree(s) to all the above terms, and if indicated, including a monthly charge to the credit card listed above if paying the annual fee in monthly installments or an authorization of for payment of dues via an ACH Electronic Bank Draft on the 5th day of each month. If the 5th falls on a weekend or bank holiday, the deduction will be drafted on the next business day following the 5th.

(Signature of Member and Date)

(Signature of Member and Date)

(Print Name)

(Print Name)

DATE ____/____/____

EMPLOYEE SIGNATURE _____

In this Agreement, the words “you”, “your”, and “Member” shall refer to the Member where appropriate. The words “we”, “our”, “us”, “Club” and “Management” shall refer to DWG Golf Course Management, LLC.

MEMBERSHIP: We hereby sell to you and you hereby purchase from us a membership to DWG Club. Please refer to membership brochure for locations (hereinafter, “the Club”). This membership, as defined in Addendum “B”, shall entitle you, and if selected, your spouse and children to access and use of the facilities and amenities specified in the type of membership selected (refer to the Membership Application). All memberships are non-voting and non-proprietary. No rights of ownership are conferred upon you by this Agreement.

TERM OF MEMBERSHIP: Your membership will begin on the date within the “Purchase Month” that this Agreement is signed. It will run continuously until the last day of the same purchase month, of the next calendar year. Upon expiration of your initial term of membership, your membership will automatically renew for an additional one year term. To terminate your membership, you must give us written notice, 60 days in advance of when you wish to terminate your membership. Memberships cannot be cancelled, for any reason, prior to the initial expiration date. Address all correspondence to DWG Club 96040 Territorial Road, Monroe, OR 97456. If you do not notify us in writing, your membership will automatically renew for an additional year as described above. You shall not be relieved of your obligation to make any payment agreed to in this Agreement and no deduction or allowance from any said payments shall be made by reason of your failure to attend or use the Club’s facilities, your renouncement of your membership, or your failure to notify us of your termination as specified above.

MEMBERSHIP DUES: Costs and payment terms for your Club membership are specified in the Membership Application. As set forth in paragraph 2 of this Agreement, Management reserves the right to increase your fees and dues for subsequent membership terms by notifying you via email at your last known email address, the DWG.com website or the DWG club Email blast. Such notification shall be made seventy-five (75) days prior to your Annual Renewal Date. This seventy-five (75) day notice provides Members fifteen (15) days to consider the fee increase and whether or not they wish to renew or cancel with thirty (30) days’ notice prior to the Annual Renewal Date as required by paragraph 1 of this Agreement. .

ACCELERATION: If you are in default on your payments to us by more than 5 days, we may send you a Notice of Default and Right to Cure. You will then have 20 days from the date the Notice is given to cure the default. If you do not cure the default in that 20-day period, we may accelerate your membership dues and declare the entire amount due and owing under this Agreement to be payable in full, immediately. If you do cure the default in the 20 day period and default again, we do not have to send you an additional Notice of Default and Right to Cure and may accelerate your membership dues and declare the entire amount due and owing under this Agreement to be due and payable in full immediately. Additionally, Management may suspend membership privileges with or without notice, until all past due amounts are paid.

RETURNED CHECKS OR BANKDRAFTS: If the bank dishonors any of your charges or bank drafts, Management shall have the right to assess a service charge of \$30.00 for each charge or draft that is dishonored. Additionally, Management may suspend membership privileges, with or without notice, until all past due amounts are paid.

RULES AND REGULATIONS: Member agrees to abide by all membership rules and regulations, which may be posted at the Club, issued orally, published in a newsletter, posted to the Website or listed in Addendum “B” to this Agreement. These rules may be amended from time to time at Management’s discretion. A \$20 charge will be assessed for riding 3 on a cart, starting play without paying appropriate green fees, rider’s fees, guest fees, etc., playing extra holes with a cart rental and bringing alcoholic beverages on the premises that were not purchased from the Club. Management reserves the right to suspend membership privileges for violation of membership rules and regulations.

CONSIDERATION: In consideration for and in reliance on your promise to maintain your membership for the term specified and to pay the membership fees and dues as specified, we will: (1) maintain the course and premises in a clean, safe and healthy manner, customary with clubs of this nature; and (2) upgrade our course, facilities and equipment at our discretion.

ENTIRE AGREEMENT: This Agreement constitutes the entire and exclusive agreement between the parties. Any promises, representations, understanding and/or agreement pertaining directly or indirectly to this Agreement, which is not contained herein, are of no force or effect. This Agreement may be modified only by an instrument in writing signed by an officer of DWG Golf Club. Employees are **not** authorized to make any independent agreement with any Member that is contrary to this Agreement or the Club’s general policies.

GENERAL MEMBERSHIP INFORMATION AND PROCEDURES ADDENDUM “B”

MEMBERSHIP: All members, and if elected, spouses and children have, if in good standing, use of Club facilities during business hours published in the newsletter and/or posted at each Club. For the safety of our members and guests, each location has rules and regulations posted that are specific to that facility. These may involve but are not limited to age requirements for use of golf carts, exercise equipment. Members are encouraged to bring guests, and reserve golf starting times play in accordance with your membership level's tee time booking priority. Call the club for information on tee times. The only times not available to members, are those times specifically reserved for outside groups.

Definitions:

1. **Member:** Those men and women over the age of 18 who have signed a membership agreement.
2. **Spouse** (if elected): A person legally married (binding and lawful) to the member.
3. **Child** (if elected): Member's natural or adopted child or stepchild under the age of 18. To be eligible the child must be living at home or attending school as a full time student.

GUEST POLICY: Guests must be signed in at the Pro-Shop counter. Guest fees must be paid before using the facility at the established rate per visit as posted in the Pro-Shop. Members who fail to register their guests are subject to suspension of privileges.

SUSPENSION OR EXPULSION OF MEMBERSHIP PRIVILEGES BY MANAGEMENT: Management has the right to suspend the privileges of any Member or expel any Member from the Club at any time for a) non-payment of dues, b) violation of this Agreement, c) for conduct prejudicial to the interests of the Club or d) for reasons of Management's sole discretion. The Member shall be notified in writing via first class mail to the last address listed in the business office of the Club. This notice will be sent at least 10 days before the effective date of expulsion. If the member considers his/her expulsion for causes a), b), c) or d) to be unreasonable, he/she must contact Management within 10 days of receipt of notice of expulsion to:

1. Question the validity of the expulsion; or
2. Arrange a meeting with Club Management prior to the expiration of the 10 day notice period to discuss the reason for his/her expulsion; or
3. Make any presentation to avoid such intended expulsion.

In the event no contact is made with Club Management within the 10-day notice period, such expulsion shall take effect on the date specified. Management's decision following such reconsideration shall be final and binding. A suspension of membership or expulsion for causes a), b), c) or d) does NOT relieve the Member of his/her obligation to pay dues as specified in this Agreement.

UNLIMITED GOLF PRIVILEGES: Some golf members have unlimited golf privileges as modified only by the booking of outside parties. These bookings are necessary in order to keep our dues reasonable and cause only temporary closings of tees to members.

ALCOHOLIC BEVERAGES: In order to comply with liquor laws, no outside alcohol is permitted on any Club property. The entire Clubhouse and Golf Course are licensed as a Private Club; thus, only beer, wine and alcoholic beverages purchased from the Club will be allowed.

GOLF HANDICAP SERVICE: This service is provided at the DWG Club. There is a small annual charge. Members enrolling into the handicap program are required to post all scores, properly adjusted, on the computers provided in each location.

STARTING TIMES: Members must indicate the names of all members and guests of their party when making tee times. Those regularly failing to arrive for a reserved tee time without calling to cancel will lose the privilege of advance tee time reservations.

PRIVATE GOLF CARTS: Private carts **may** be permitted at DWG with the payment of a trail fee. The cart **MUST** be driven by a member but may invite a guest or another member (who does not have private cart privileges) to ride on their private cart **WITH** THE member, the appropriate rider's fee needs to be paid (prior to play).

EMAIL BLASTS: Periodic Club events and updates are available on the WEBSITE at www.diamondwoods.com.

PERSONAL PROPERTY: The Club will not be responsible for any personal property that is left unattended on the Club premises by members or their guests. A lost and found box is maintained at the Club as a convenience to the members and their guests. Members and their guests are welcome to check the lost and found box if they wish. By supplying the lost and found box, the Club is in no way assuming responsibility or liability for any member or guest's property. The Club is not a bailee and no contract of bailment is established herein.