



Diamond Woods Golf Club
Diamond Woods, LLC
96040 Territorial Hwy
Monroe, Oregon 97456
541-998-9707
541-998-6824 (fax)

Premier Individual Membership Agreement

This membership agreement ("Agreement"), is made and entered into by and between

Diamond Woods Golf Club (Diamond Woods, LLC) herein after referred to as the "Club" and

_____ "Member".

In consideration of the mutual covenants contained herein, it is hereby agreed by and between each of the parties hereto as follows:

- 1. Initiation Fee.** The initiation fee in the Club for a membership is \$400..00 (_____). The initiation fee has been paid and the receipt of which is hereby acknowledged.
- 2. One Year Commitment.** As part of the consideration for membership, the Member hereby agrees to remain a Member and pay the monthly dues of a Member for a period of not less than one (1) year from the date of this Agreement.
- 3. Monthly Dues.** The monthly dues for a Member are currently one hundred fifty per month for a single membership or one hundred ninety dollars per month for a family membership. The monthly dues shall remain at the current rate until Jan. 2021.. The Club may increase the monthly dues on January 1st of each year. The monthly dues for the Member shall start on the first of the month following the date this Agreement is signed, and the first payment of dues shall include the full monthly dues for the following month as well as pro rata dues for the period between the date of this Agreement and the first of the following month. The monthly dues are due and payable on the first day of each month.
- 4. Use of the Clubhouse and Golf Course.** The Member shall be entitled to enjoy all the privileges of use of the clubhouse and golf course effective _____ (date) subject to the restrictions contained in the Application for Membership, this Membership Agreement, the Member Charter, and other Club Rules and Regulations.

5. Recall of Memberships. The Club, at its sole discretion, may recall and redeem this membership on the 5th anniversary of the execution of this agreement or at any time thereafter on 60 days written notice to Member. The Member understands that the Club has the right to recall and redeem all or any portion of the memberships within its sole discretion. The redemption process is explained in the Member Charter.

6. Club Rules and Regulations. The Member has read, understands, and agrees to abide by the then current Member Charter, Rules and Regulations of the club, and understands that the Club may from time to time amend existing Charters, Rules and Regulations or may establish additional ones.

7. Events of Default. The Member shall be in default of this Agreement if any of the following occur:

- a. The Member violates the Member Charter, or any Club Rules and Regulations.
- b. The Member fails to pay the monthly dues to the Club or to pay any other fees or payments required by the Club.

8. Remedies in Case of Default. In the event of default of this Agreement by a Member, the Club shall have the option to revoke the Member's membership and all rights and privileges of the Club with no refund of any amount previously paid by the Member. The Club also retains the right to pursue any additional remedy available in law or equity. The Member hereby agrees that no form of notice of default shall be required if the nature of the default relates to failure to pay fees, monthly dues, or any other form of assessment in a timely manner.

9. Non-Assignability The Member's rights or interests under this Agreement are not assignable or transferable.

10. Attorneys' Fees. In the event of a default under this Agreement, the defaulting party shall reimburse the non-defaulting party for all costs and expenses reasonably incurred by the non-defaulting party in connection with the default, including without limitation attorneys' fees, whether or not a suit is filed. In case litigation is instituted, including any arbitration proceeding arising directly or indirectly out of this Agreement, the losing party shall pay to the prevailing party its reasonable attorneys' fees, together with all expenses, which may reasonably be incurred in taking such action including, but not limited to, costs incurred in searching records, expert's witness fees, anticipated post-judgment collection, services, and including any such fees and costs incurred in any appeal or proceeding.

11. Entire Agreement This Agreement, the Application for Membership, and the Member Charter, Rules, and Regulations constitute the entire agreement between the parties pertaining to its subject matter and it supersedes all prior communications, representations, or agreements, verbal or written, between the parties hereto.

12. Headings. The headings used in this Agreement are solely for convenience or of reference and are not part of this Agreement, and are not considered in construing or interpreting this Agreement.

13. Severability. If in any judicial proceeding a court shall refuse to enforce all the provisions of this Agreement, any unenforceable provisions shall be deemed eliminated from the Agreement for the purpose of such proceeding as is necessary to permit the remainder of the Agreement to be enforced in such proceeding. Further, if any provision of this Agreement is determined by a court to be ambiguous, then such court shall not construe such ambiguity against either party.

14. Gender. Any indication of gender of a party in this Agreement shall be modified, as required, to fit the gender of the party or parties in question.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year written below. I have received and read a copy of the Member Charter and Club Rules and Regulations, and I understand all of the provisions of those documents. I have read this Membership Agreement and agree to all paragraphs contained herein and to abide by the Application for Membership, the Member Charter, and Rules and Regulations as set forth by Diamond Woods Golf Club.

Member

Club

Diamond Woods Golf Club
Diamond Woods, LLC

By: _____
Name, Title

Date _____

Date _____

Phone: _____

Sign: _____