

The Fairways at Lincoln MEMBERSHIP CONTRACT

THIS CONTRACT is made and entered into this ____ day of _____, 20____, by and between The Fairways at Lincoln, hereinafter "CLUB" and _____, hereinafter "MEMBER".

W-I-T-N-E-S-S-E-T-H

In exchange for valuable consideration, and the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **MEMBERSHIP.** CLUB hereby grants to MEMBER membership rights in and to the CLUB, subject to the terms and conditions set forth below.
2. **CLASSIFICATION.** MEMBER will be joining under the classification of: _____.
3. **PAYMENT.** MEMBER, In exchange for the membership rights, agrees to pay the CLUB a one-time Membership Initiation Fee in the amount of **\$0.00** and pay yearly dues to the CLUB in the amount of \$_____ + sales tax of \$_____ totaling \$_____ at time of signature. If approved member may elect to pay monthly dues in advance, beginning the ____ day of _____, _____ and on or before the first day of each succeeding month thereafter during the existence of this contract. Monthly dues are priced at 10% higher than the yearly fee. The monthly dues are \$_____ + sales tax of \$_____ totaling \$_____, payable in advance, and upon their payment, MEMBERS shall have the right to use the golf course including free use of cart (if 16 and older with valid driver's license), swimming pool, fitness center and tanning at the CLUB. Anyone joining after January will pay a yearly rate based on the following formula. To fee owed is based on the month joined. The months of April through October are considered the "golfing months" and monthly dues for anyone joining in one of those months are calculated at a 1.5 times the annualized rate. **EXAMPLE:** A couple decides to join The Fairways on May 1st. The yearly rate had they joined in January would be \$1200, or \$100 per month. This couple would pay 1.5 times monthly dues (\$150) for the six "golfing months" remaining (May-October, 1.5 X 6 months) and the normal rate for November and December (\$100 X 2). This is the equivalent of paying for 11 months at the annualized rate. This formula is to protect those joining during the winter months. Most clubs want to incentivize people to join in the off-season to help on going costs.
4. **CLUB RULES AND REGULATIONS.** MEMBER agrees for himself/herself and those gaining privileges through him/her to exercise said privileges in compliance with the rules and regulations as established by the CLUB, relating to the use of the CLUB.
5. **TERM.** This contract shall remain in effect until _____, 20____ (the "initial term"), and thereafter shall automatically continue for successive one year terms (each a "Renewal Term") unless either party gives the other written notice of non-renewal at least 30 days prior to the end of the Initial Term or then-effective Renewal Term, as appropriate. MEMBER may terminate this contract if he/she mover his/her principal residence more the forty (40) miles from the CLUB. The CLUB retains the right to terminate this membership at any time for nonpayment of dues or any other amounts due with thirty days of their due date, or willful or repeated infractions of the rules, and to pursue all other remedies provided by law or equity. _____.
6. **ASSIGNMENT.** It is agreed that membership in the CLUB shall be non-assignable and non-transferrable.

7. GUEST PRIVILEGES. MEMBER agrees that all guests shall be required to pay fees for privileges. Persons residing in Lancaster County may have guest rate privileges no more than six times during any calendar year.
8. PROPERTY DAMAGE. MEMBER agrees to be responsible for any damages to the facilities, which are caused by him/her, his/her family or guests, other than those caused by normal or ordinary use of facilities. MEMBER agrees that the CLUB shall not be liable for any property damage or personal injuries which may be experienced by MEMBER or those gaining privileges through him/her while using the CLUB facilities.
9. DEBT & LIABILITIES. No MEMBER shall be responsible for any indebtedness of the CLUB under the terms of this contract, and the CLUB agrees to hold MEMBER harmless from any such indebtedness.
10. PUBLIC ACCESS. MEMBER agrees that the CLUB can allow public access to the golf course at all times that the number of Memberships is less than 160. When the total number of Memberships reach 160, excluding residents of The Fairways at Lincoln Apartments, the CLUB agrees to close the course to the general public, but reserves the right to permit use by members of other private golf courses and persons who reside more than 20 miles from the course. The swimming pool and other facilities shall not be open to the general public, but shall be available to those holding Memberships and to the residents of The Fairways at Lincoln Apartments. The CLUB reserves the right to allow, on a contractual basis, the use of the facilities to varsity-type preparation and competition, subject to the rights of the membership.
11. DUES INCREASES. The CLUB has established its monthly dues based upon anticipated fixed costs, labor costs, and other expenses. MEMBER and the CLUB agree that it may be necessary in the future to increase the dues.
12. BINDING EFFECT. This contract shall be binding upon the heirs, administrators, and successors of the parties hereto.
13. EFFECTIVE DATE. It is agreed that this membership shall be effective commencing on the ____ day of _____, 20_____.

WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first written.

THE FAIRWAYS AT LINCOLN

By: _____

MEMBER: _____

MEMBER: _____

List the names, birth dates and relationship of those entitled to privileges under this agreement:

Name	Relationship/Date of Birth (month/day/year)
_____	_____
_____	_____
_____	_____

MEMBER INFORMATION

(Please print)

Name	Home Address	City/State/Zip
Phone #'s	Email Addresses	Driver's License #
Employer	Business Address	City/State/Zip
Position With Company	Business Phone #	

MEMBER # _____

RESIDENT INFORMATION

(Please print)

Contract beginning date	Contract Ending Date	Apartment #
Name(s) of anyone else living in apartment		