

I hereby acknowledge that in the event any amounts owed are not timely paid by the credit card company listed above, I will directly pay such amounts upon notice from the Club. I will be considered delinquent if such amounts are not paid within ten (10) days from the date written notice and will be subject to a late payment charge equal to the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the maximum amount that may be contacted for, taken, reserved charged, or received under applicable law. A late charge inadvertently collected in excess of the maximum amount allowed by law will be credited to any outstanding amount on your account or refunded if no amount remains unpaid on your account. This late charge will accrue from the date of the written notice until the account is paid in full. I acknowledge that the Club may take whatever action it elects to effect collection, including without limitation, suspension or termination of my membership or legal action, and I will be liable for all cost and for any expenses of such legal action and reasonable attorneys' fee, including any fees required in connection with appellate proceeding.

Initials _____

Membership and Term.

Fitness and Pool Membership- Family

This Membership Application and Agreement provides the Applicant only (subject to condition of the acceptance by MACCO LLC of Applicant's Membership Application and Agreement, hereinafter referred to as the "**Member**" or "**Applicant**"), a revocable license to use the amenities of the Club as long as Member is an active monthly dues paying Member from the date of the issuance of such Member's Club membership (the "**Term**").

Member.

Includes the following: Applicant, Spouse and dependent unmarried children under the age of 21.

Member Privileges.

- (a) Course privileges – Discounted Rates apply. – tee time availability permitting.
- (b) Range privileges – Discounted Range Plan – 20% off range balls.
- (c) Fitness privileges – Full Use. Personal Trainer charges additional. Age restrictions apply.
- (d) Pool privileges – Full Use. Seasonal Hours Apply. Age restrictions apply.
- (e) Grill discount – 10% off Food Purchases only.
- (f) Golf Shop discount – 20% off Regular price.
- (g) Up To 7 day advance tee times – 2 tee times per hour are reserved for non-member play.
- (h) Eligible to participate in Member Only Social and Dining Events
- (i) Guests will be eligible for applicable Guest Rates.

Member Costs.

- (a) Initiation fee. A Non-Refundable Fee of \$110.00+tax
- (b) Monthly dues \$55.00+tax
- (c) Required Food and Beverage minimum. \$160.00 every 4 months(\$40.00 monthly equivalent.)
- (d) \$5.00 fee for loss of fitness center access card, or failure to return at the end of membership.

Initials _____

This Membership is subject to Member's strict compliance with the then current membership bylaws, rules and regulations (collectively, whether one or more, the "Bylaws") and as such Bylaws may be amended or modified, from time to time, at the sole and absolute discretion of MACCO LLC its successors and assigns.

A copy of the Bylaws can be provided upon request. Initials _____

Family Fitness and Pool Membership

Membership Number: _____

Membership Start Date: _____

Membership Expiration Date: N/A – pays monthly dues

Membership Term: N/A – pays monthly dues

Applicant:

First Name and Last Name – Please Print

Signature

Date

Accepted by Club Owner:

MACCO LCC, d/b/a Forty Niner Country Club

By: _____

Its: _____
