



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) Unlimited group fitness classes. Based on space available. 7 Days advance reservations.
- (e) Pool privileges – Full Use. Seasonal Hours Apply. Age restrictions apply.
- (f) Grill discount – 10% off Food Purchases only.
- (g) Golf Shop discount – 20% off Regular price.
- (h) Up To 7 day advance tee times – 2 tee times per hour are reserved for non-member play.
- (i) Eligible to participate in Member Only Social and Dining Events
- (j) Guests will be eligible for applicable Guest Rates.

#### Member Costs.

- (a) Initiation fee. A Non-Refundable Fee of \$130.00+tax
- (b) Monthly dues \$69.00+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.

Initials \_\_\_\_\_

**Right to Apply for Extension of Membership.** Subject to the Member then being current in the payment of all charges and fees incurred by the Member at the Club, the Member will have the option to extend this membership, at the price and on the terms and conditions as established by the Club and in effect on the maturity date.

Initials \_\_\_\_\_

**Non-Transferability of Membership.** The membership of the Member is nontransferable.

Initials \_\_\_\_\_

**Resignation of Membership.** In the event the Member desires to voluntarily resign his or her membership, such Member may do so by giving the Club **written** notice of such resignation. Such resignation will become effective on the 30<sup>th</sup> day following the day on which the Club receives the written notice of resignation. Upon any such resignation the resigning Member's membership will automatically transferred to the Club.

Initials \_\_\_\_\_

**Tax Consequences of Club Membership.** The Club, MACCO LLC and all their legal representatives, agents and employees, make no representations and express no opinions of any type or nature regarding the federal, state, or local tax consequences of a membership or with respect to any Membership Deposits, dues, fees, or charges paid to the Club, or MACCO LLC. All persons who become members are subject to all applicable taxes and similar charges and tax laws, as the same may be amended from time to time. Accordingly, members and prospective members should consult with their own tax advisers with respect to the federal, state, and local tax consequences of a Club Membership and with respect to Membership Deposits, dues, fees, or charges paid to the Club or MACCO LLC and any other matters or items related thereto.

Initials \_\_\_\_\_

**Redemptive Right of Club.** The Club may at any time, for any reason or for no reason, in Club's or MACCO LLC's sole discretion, without any prior notice of any type or nature redeem a Member's Membership. Notwithstanding the foregoing, any such Member shall continue to be liable for the prompt payment of all charges incurred at the Club facilities by such Member and their guest, prior to the termination of such Member's membership.

- (a) This Agreement and the Bylaws, as they may be amended from time to time, constitute the entire agreement between Member and Club and this Agreement may not be amended or modified except by the written agreement of both (i) Member and (ii) MACCO LLC, its successors or assigns.
- (b) The term "**Membership**" as used in this Agreement means a revocable license to use the Club Facilities subject to the performance by Member of all the terms and conditions of this Agreement. Subject to the other provisions of this Agreement, this Membership is a Non-Proprietary, non-voting, non-transferable, and terminable use right only. It does not carry, grant, and is not coupled with any ownership interest or other interest of any nature whatsoever in (i) any real or personal property, or (ii) in the income of the Club, any of the Club Facilities, the Club or any ownership or equity right (s) of any nature whatsoever in any of the Club Facilities or the

- Club.
- (c) Time is of the essence of this Agreement and the performance of all obligation set forth herein.
  - (d) In the event of sale of the Club prior to the expiration of the Term of this Agreement, or the Extended Term, if applicable, Club Owner agrees to make it a condition of such sale that the purchaser of such Club agree that the Member, having the right of access to and use of the Club through such Member's Membership, will contuse to have use of and access to the Club facilities in accordance with the terms and conditions set forth herein. Member agrees that, in the event of the assumption by a purchaser of the Club Facilities of the obligations of the Club Owner under this Agreement, the Club Owner shall automatically be released and discharged from any and all liability and obligations arising under or in connection with this Agreement.

Initials \_\_\_\_\_

**Fitness and Pool Golf Family Membership**

Membership Number: \_\_\_\_\_  
Membership Start Date: \_\_\_\_\_  
Membership Expiration Date: N/A – pays monthly dues  
Membership Term: N/A – pays monthly dues

**Applicant:**

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First Name and Last Name – Please Print

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Signature

Date

**Accepted by Club Owner:**

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

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