

THIS IS A LEGAL DOCUMENT

Date: _____

Personal Information

Full Name: _____
(Print or Type) (Last) (First) (M/I)

Social Security #: _____ - _____ - _____ Date of Birth: _____ Alma mater _____

Birthplace: _____

Un Married Married Wedding Anniversary Date: _____

Home address: _____

City: _____ Zip Code: _____

Telephone #: _____ How long a resident of this area: _____

Email Address: _____

Employer: _____

Occupation/Title: _____ Employed since: _____

Business address: _____

City: _____ Telephone #: _____ Zip Code: _____

Monthly Statement should be mailed to my Residence Business address (check one)

Spouse's Name: _____

Spouse's Date of Birth: _____ Birthplace: _____ Alma mater _____

Email Address: _____

Spouse's Employer: _____

Occupation/Title: _____ Telephone #: _____ Zip Code: _____

Family dependents (24 years of age or younger) obtaining privileges-with dates of birth:

1. Name: _____ DOB: _____ Male Female

2. Name: _____ DOB: _____ Male Female

3. Name: _____ DOB: _____ Male Female

Peach Tree Golf & Country Club

Proposal for Preview Membership

4. Name: _____ DOB: _____ Male Female

Financial Information (A credit check will be performed)

Bank and credit references (list at least two)

1. _____

2. _____

Other Club Affiliations

Please list affiliations with other clubs of which you are now or have been a member (give address and dates):

Present: _____

Past: _____

Have you ever been refused membership, suspended, expelled, or requested to withdraw a proposal for membership in PEACH TREE or any other Club or Organization?

Yes No If Yes, Please explain: _____

Please list all social, service, fraternal, and professional affiliations (please indicate length of affiliation): _____

Sponsor Information

Please list two members of this club with whom you or your spouse are personally acquainted and would like to sponsor your membership:

1. Name: _____

Address: _____

Telephone: _____ Membership #: _____

Sponsor Signature: _____

2. Name: _____

Address: _____

Telephone: _____

Membership #: _____

Sponsor Signature: _____

THIS IS A LEGAL DOCUMENT: A CONTRACT BETWEEN THE APPLICANT/MEMBER AND PEACH TREE GOLF & COUNTRY CLUB. Initial here _____.

Trial Membership (family golfing membership) – There is no initiation fee for the Preview Membership but there is a \$500 security deposit which is fully refundable with payment of your final statement-Allow 30 days for processing. Monthly dues are **\$99.00**, and there is no food and beverage minimum-spending requirement. Unlimited practice balls for the three months are available for a one-time \$60 charge. The club rules authorize a limited number of Preview Memberships. To the best of my knowledge, the information I have given is correct and accurate, and if any of the statements contained herein prove to be false, the Board of Directors has the right to demand an immediate resignation.

If Applicant’s Proposal for Trial Membership in the Peach Tree Golf and Country Club (“the Club”) is approved, Applicant/Member and the Club, in recognition of the mutual covenants, promises and conditions set forth herein, agree as follows:

- a. The Preview Membership is a consecutive 3-month term: **January-February- March- April-May-June-July-August-September-October-Nov-Dec (circle 3)**. A Preview Member is legally obligated to the Dues payment for no less than 3 month’s unless the Preview Member transfers to a proprietary Member of Peach Tree (Club). Only in the case of this transfer will the Preview Member be held not liable for the 3 months of dues commitment. Any early termination is in violation of this binding agreement and will result in the forfeiture of the deposit, any additional monies due based on charges accrued and any uncollected dues for the remainder of the agreed upon term and all legal remedies to collect such monies including the agreements held in the binding arbitration agreement held within this agreement.
- b. **Applicant/Member agrees to be bound by the current Rules, Regulations and Bylaws of the Club as they may be properly revised from time-to-time. _____ Initial here**
- c. This Preview Membership shall automatically terminate on final day of the month identified in the period selected/final month. Any deposit owed to the Preview Member shall be paid by the Club upon Preview Members final payment of the balance due from the final month of the agreement. Allow 30 days for processing and mailing of the refundable deposit. _____ **Initial here**
- d. This contract may not be assigned to any other person or entity.
- e. IN THE EVENT OF ANY CONTROVERSY, CLAIM OR DISPUTE BETWEEN A PREVIEW MEMBER OR THE MEMBER’S FAMILY OR GUESTS AND THE CLUB, WHICH CLAIM OR DISPUTE IS NOT RESOLVED INFORMALLY BY

Peach Tree Golf & Country Club

Proposal for Preview Membership

THE PREVIEW MEMBER AND THE CLUB, THE MATTER SHALL BE SUBMITTED TO AND DECIDED BY NEUTRAL, FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE CALIFORNIA ARBITRATION ACT, CODE OF CIVIL PROCEDURE 1280 et seq., AND NOT DECIDED BY COURT ACTION, EXCEPT AS PROVIDED BY CALIFORNIA LAW FOR JUDICIAL REVIEW OF ARBITRATION PROCEEDINGS. ARBITRATION SHALL BE THE EXCLUSIVE REMEDY. THE PREVIEW MEMBER AND THE CLUB EACH WAIVE ANY RIGHTS THEY MAY POSSESS TO HAVE SUCH CONTROVERSIES, CLAIMS OR DISPUTES LITIGATED IN A COURT ACTION OR JURY TRIAL. ALL OF THE PROVISIONS OF CODE OF CIVIL PROCEDURE 1283.05, AS WELL AS ANY AMENDMENTS OR REVISIONS THERETO, ARE INCORPORATED HEREIN. THE ARBITRATION SHALL BE CONDUCTED BEFORE AN ARBITRATOR SELECTED BY CLUB PURSUANT TO THE THEN APPLICABLE ARBITRATION RULES. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD PUNITIVE OR OTHER DAMAGES NOT MEASURED BY THE PREVAILING PARTY'S ACTUAL DAMAGES. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. EXCEPT AS MAY BE NECESSARY TO ENFORCE THE AWARD, NEITHER THE PREVIEW MEMBER NOR THE CLUB MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS OF ANY ARBITRATION WITHOUT THE PRIOR WRITTEN CONSENT OF ALL OTHER PARTIES TO THE ARBITRATION.

- f. In any litigation, arbitration or any other proceeding where a party to this Agreement seeks a declaration of their rights and obligations, or to enforce the provisions of this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses incurred to resolve the dispute and to enforce the provision.

**Signature
Applicant** _____

ALL membership applicants MUST be proposed and seconded by the Proprietary Club members. All questions on this proposal must be answered in detail.

OFFICE USE ONLY

Purchased membership #: _____ Name: _____ \$ _____

Date application received in office _____ Membership type _____

Membership Committee approved Yes No BOD approved Yes No