

Member Number: _____



Welcome to Walden on Lake Houston
Golf & Country Club

Membership Application

MEMBERSHIP APPLICATION AND AGREEMENT

Primary Applicant _____ Mr. Mrs. Ms. Dr.

Preferred Name _____ Jr. Sr. Date of Birth _____ / _____ / _____

Home Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____ E-mail _____

Marital Status Single Married Widowed Other Wedding Anniversary Date _____ / _____ / _____

Employer Name _____ Type of Business _____

Title _____ Length of Employment _____ (yrs.)

Business Address _____

City _____ State _____ Zip _____ **Golf Handicap/Average Score** _____

Spouse/Spousal Equivalent _____ Mr. Mrs. Ms. Dr.

Preferred Name _____ Jr. Sr. Date of Birth _____ / _____ / _____

Cell Phone _____ Email _____

Employer Name _____ Type of Business _____

Title _____ Length of Employment _____ (yrs.)

Business Address _____

City _____ State _____ Zip _____ **Golf Handicap/Average Score** _____

DEPENDENTS are unmarried children under 22 {or under 24 attending college} residing with the Primary Applicant and Spouse/Spousal Equivalent, if applicable (both the Primary Applicant and the Spouse/Spousal Equivalent shall be collectively referred to herein as "Applicant").

_____ **Yes**, Applicant has dependents as indicated below. _____ **No**, Applicant does not have qualified dependents.

Name(s)	Date of Birth		Charge Privileges
_____	_____ / _____ / _____	<input type="checkbox"/> Son <input type="checkbox"/> Daughter	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____ / _____ / _____	<input type="checkbox"/> Son <input type="checkbox"/> Daughter	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____ / _____ / _____	<input type="checkbox"/> Son <input type="checkbox"/> Daughter	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____ / _____ / _____	<input type="checkbox"/> Son <input type="checkbox"/> Daughter	<input type="checkbox"/> Yes <input type="checkbox"/> No

MEMBERSHIP INFORMATION

Member Sponsor: _____

Understanding my Membership offer and/or special benefits, Applicant now submits this Application and Agreement for the following Membership category:

Category of Membership: _____

Initiation Fee*: \$ _____ Current Monthly Dues: \$ _____

Applicant understands that no portion of the Initiation Fee is refundable and Applicant's membership is nontransferable.

* The "Initiation Fee" amount written above is the actual amount paid by Applicant (or if paying in installments, the total amount required to be paid by Applicant in accordance with the terms of Applicant's promissory note or installment payment agreement).

OPTIONAL CLUB SERVICES

The below listed optional services and/or programs may be made available at the Club from time to time. Additional fees and terms may apply. Please ask the Club's Membership Director for more information on how to add these services or programs to your Membership benefits. Applicant would like to add the following services to their Membership benefits. Applicant understands that any applicable charges or fees will be billed on their first and/or any subsequent Membership statements.

- | | |
|--------------------------------------------------------------------|----------------------------------------------------------|
| <input type="checkbox"/> <u>Perfect Shot Club</u> (must sign book) | <input type="checkbox"/> <u>Men's Golf Association</u> |
| <input type="checkbox"/> <u>Handicap Services</u> | <input type="checkbox"/> <u>Ladies Golf Association</u> |
| <input type="checkbox"/> <u>Senior Men's Golf Association</u> | <input type="checkbox"/> <u>Couples Golf Association</u> |

PRIVATE CARTS

Members with private carts must have cart approved by management prior to utilizing cart on golf course. Manufacturer, Model, Year, Insurance, and photos of full cart including tires and all 4 sides must be submitted prior to approval. Additional information may be requested by management. Any cart deemed unfit for golf course may be rejected by management.

_____ I have / am interested in getting a private cart

_____ I do NOT have a private cart



MEMBERSHIP POLICIES

If accepted into Membership, Applicant agrees to conform to and be bound by the enrollment terms contained herein, the Membership Bylaws, the Rules and Regulations, and written Membership policies of the Club ("Membership Documents") as they may be amended from time to time. Applicant further understands that agreeing to be bound by the Membership Documents is a part of Applicant's agreement for Membership privileges with the Club. Applicant specifically understands this Membership is not divisible.

APPLICANT ACKNOWLEDGES MEMBERSHIP DOCUMENTS WILL PROVIDE THE DETAILS REGARDING THE CLUB'S MEMBERSHIP POLICIES, INCLUDING, BUT NOT LIMITED TO, PROVISIONS IN THE EVENT OF DIVORCE, FOR ARBITRATION OF DISPUTES, RESIGNATION, THE REDEMPTION OF MEMBERSHIPS BY THE CLUB IN ITS SOLE DISCRETION, FINANCIAL OBLIGATIONS OF MEMBERS, DISCIPLINARY ACTION, AND RELEASE OF LIABILITY FOR PERSONAL INJURY AND THEFT. **APPLICANT HEREBY AGREES TO ALL SUCH PROVISIONS CONTAINED IN THE MEMBERSHIP DOCUMENTS AS EACH MAY BE AMENDED FROM TIME TO TIME.**

IN ADDITION, APPLICANT HEREBY FULLY RELEASES AND DISCHARGES THE CLUB, THE OWNER AND THE MANAGER AND THEIR RESPECTIVE EMPLOYEES, AGENTS, SHAREHOLDERS, MEMBERS, MANAGERS, AFFILIATES AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY LIABILITY, INJURY, LOSS, DAMAGES OR CLAIMS (COLLECTIVELY, THE "CLAIMS") ARISING FROM APPLICANT'S USE OF THE CLUB'S FACILITIES, EVEN IF SUCH CLAIMS ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE RELEASED PARTIES.

By providing the home address(es) e-mail address(es), phone numbers(s), and fax number(s) above, Applicant hereby gives the Club express written permission to contact Applicant at each number or address in accordance with the terms and conditions of the Club's *Privacy Policy*, a copy of which is available on the Club's website. Applicant acknowledges that the Club values Applicant's right to privacy. Applicant understands that Applicant can revoke this consent at any time by contacting the Club in writing.

Applicant, on behalf of Applicant, Applicant's spouse and eligible dependents, if applicable, grant the Club the right to take photographs (or to arrange to have photographs taken) of Applicant, Applicant's spouse and eligible dependents and authorize the Club to use and publish the same in print and/or in electronic format, and Applicant further agrees that the Club may use such photographs of Applicant, Applicant's spouse and eligible dependents, if applicable, including Applicant's image(s) and/or likeness and/or the image(s) and/or likeness of Applicant's spouse and eligible dependents, with or without identifying the name(s) of the person(s) in the photograph, without compensation, for any lawful purpose, including, but not limited to, publicity, illustration, advertising and web content.

Applicant agrees the terms and conditions of Membership may not be added to, amended, or contradicted in any way by evidence of prior, contemporaneous, or subsequent oral agreements of any kind and acknowledge there are no unwritten oral agreements of any kind. If this Membership Application and Agreement is made by both Primary Applicant and Spouse/Spousal Equivalent, both must sign below and by doing so, both agree that the Membership will be issued in both names upon approval. Further, both warrant and represent that Applicant holds a marriage license, or a certificate of domestic partnership or civil union, which evidences Applicant's existing spousal relationship. If Applicant does not hold one of the above, Applicant acknowledges that the Club may require the execution of a separate spousal relationship statement or affidavit.

Applicant authorizes the Club to check Applicant's credit and employment history, in accordance with applicable law, and to obtain such information as Club deems necessary to accept Applicant's application and to extend credit to Applicant under Applicant's Membership account at the Club. Applicant understands and agrees that 30-day written notification sent via certified mail or e-mail to the Club Manager or Membership Director is required for resignation of Membership from the Club, and Applicant further agrees to pay all charges, dues, and/or fees incurred during the 30-day period following notice of such resignation.

By signing this Membership Application and Agreement, Applicant is applying for membership at the Club and affirms that Applicant understands the terms of this Membership Application and Agreement.



PAYMENT OF DUES AND CHARGES

STATEMENTS AND PAYMENTS

Monthly statements are prepared on or near the 1st of each month and normally mailed within two (2) working days thereafter. Payment is due and must be received (not merely post marked) by the 15th day of the month. A twenty dollar (\$20.00) late charge will be added to all outstanding balances not timely paid each month. Notwithstanding the foregoing, Club Management may place any member on a cash basis for any or all services otherwise provided for credit, at any time. Members may elect to have their dues and charges billed directly to a credit card and automatically billed each month. Club Management requires all members to keep an active major credit card number and billing information on file together with an authorization for Club Management to bill to such credit card for purposes of collection of delinquent amounts pursuant to the provisions of the Rules. If no credit card is provided, ACH bank draft authorization will be acceptable. The Member will be solely responsible for ensuring the Club has a current credit card number and expiration date or ACH draft authorization on file at all times. Club Management will automatically bill any Member's account which has not been paid by the 20th day of the month to any major credit card or ACH draft of said member on file at the Club.

PAST DUE, DELINQUENCY AND REVOCATION

(a) Past Due. If a member's account becomes past due as of the 20th day of the month the member will be notified by mail, email and/or telephone that his or her charging privilege has been suspended. Any account that is not paid by the 20th with charging suspended must be brought current in order to restore charging privileges and then must provide a valid credit card or ACH bank draft authorization to be placed on file. Those accounts will be automatically charged for future billings not paid by the 20th day. If a member's account becomes past due as of the last day of the month and Club Management is unable to collect the past due amounts by billing a credit card or ACH draft on file at the Club, the member will be notified by mail, email and/or telephone that his or her membership privileges will be fully suspended and his or her membership will be subject to revocation and forfeiture to Club Management, at Club Management's discretion. Such forfeiture shall not prejudice or affect in any manner the right of Club Management to collect such delinquent indebtedness. Any member whose membership has been revoked shall forfeit his or her right to any reissuance fees.

(b) Frequent Delinquency Revocation. The membership of any member whose account becomes past due two (2) times in any twelve (12) month period, consecutively or not, may, at Club Management's election, be revoked and forfeited. Such forfeiture shall not prejudice or affect in any manner the right of Club Management to collect such delinquent indebtedness. Any member whose membership has been revoked shall forfeit his or her right to any reissuance fees.

Primary Applicant's Signature

Date

Spouse/Spousal Equivalent's Signature

Date



I/We would prefer monthly statements to be mailed to: Home Candidate's Business E-Mail

PAYMENT OF MEMBERSHIP ACCOUNT

Applicant understands that payment of Applicant's Membership account, including all dues, fees and other applicable charges, shall be due upon receipt of the monthly statement, and if accepted for Membership, Applicant agrees to pay the account in full when due by cash, check or ACH payment (in the event Applicant elects to have automatic ACH payments each month, Applicant must complete the attached ACH payment form). Applicant understands that a late charge up to the maximum amount allowable by law, or other penalties, may be assessed for past-due accounts as provided for in the Membership Bylaws and/or Rules and Regulations of the Club, as amended from time to time. In addition to late fees, penalties may include, but are not limited to suspension of Club privileges and/or expulsion from Membership. Payments on delinquent accounts shall be applied first to reduce late charges, then to reduce accrued dues and food & beverage charges (with the payment applied to reduce the oldest past due balances first), and then to any other charges. Any fees assessed for untimely payment of any applicable dues, fees or charges will appear on Applicant's statement. Applicant agrees to pay all reasonable attorneys' fees, investigator fees, and costs in the event this account is turned over for collection.

CHOICE ONE

Credit Card Issuer: MasterCard Visa American Express Discover

Name on Card: _____

Credit Card Number: _____ CSV Number: _____ Expiration Date: _____

CHOICE TWO

Bank Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Routing Number: _____ Account Number: _____

(9 digit number at bottom left of check/deposit slip) (Number to right of routing number)

Type of Account (circle one): Checking Account Savings Account

A voided check must be returned with this signed form

For either Credit Card or ACH, I understand this authorization shall remain in full force and effect throughout the term of our Membership. At any time that our chosen method of primary or backup payment changes it is my/our responsibility to inform the Club immediately of these changes.

AUTO PAYMENT OPTION

_____ **YES, please add me to Auto Pay using the above credit card or ACH deduction.**
I understand my credit card/ACH will be automatically charged each month for the amount owed on my statement

_____ **NO, please do not add me to Auto Pay.**
I would like to mail in my payment when I receive my statement each month unless my account is not paid by the 15th of the month in which it is due.

Name: _____
(Please Print)

Member Number: _____

Signature: _____

Date: _____