



FORSGATE
Country Club

MEMBERSHIP APPLICATION

FORSGATE COUNTRY CLUB MEMBERSHIP APPLICATION

Membership Category:

Golf Sports Social (Check one)

Senior Intermediate Golf Family Add-on Weekday (Check if one applies)

I, _____, hereby make application to Forsgate Country Club ("Club"), to become a member of the Club, in the category specified above. If accepted, I agree to abide and be bound by the Membership Plan dated September 27, 2002 ("Membership Plan"), the Terms and Conditions of Application and Membership attached hereto, and all the Club's Rules and Regulations, as each now exist or may hereafter be amended by the Club.

I enclose herewith my non-refundable Initiation Fee in the amount of \$_____ and my Membership Deposit in the amount of \$_____. I understand that until my Application is approved, I cannot use the Club or its facilities. Acceptance of applications for membership is in the sole discretion of the Club and if my application is refused for any reason, I understand that my Initiation Fee and Membership Deposit will be returned to me.

I HEREBY ACKNOWLEDGE THAT I AM ACQUIRING A MEMBERSHIP FOR THE SOLE PURPOSE OF OBTAINING RECREATIONAL USE OF THE CLUB FACILITIES, AND NOT AS AN INVESTMENT OR FOR AN ECONOMIC PROFIT AND THAT NO PERSON EMPLOYED BY THE CLUB OR PURPORTING TO SPEAK FOR THE CLUB HAS MADE ANY PROMISE OR HELD OUT ANY INDUCEMENT TO ME CONTRARY TO THE INFORMATION IN THE MEMBERSHIP PLAN.

PERSONAL QUESTIONNAIRE (please print)

APPLICANT'S NAME: Mr/Mrs/Ms (please circle one) _____

BIRTH DATE _____

SPOUSE'S NAME _____

BIRTH DATE _____

LOCAL RESIDENCE _____

ADDRESS

CITY

STATE

ZIP CODE

RESIDENTIAL COMMUNITY _____ TELEPHONE _____

E-MAIL ADDRESS _____ FAX NUMBER _____

MAILING ADDRESS _____

ADDRESS

CITY

STATE

ZIP CODE

Applicant Initials _____

LIST ALL CHILDREN OF APPLICANT UNDER THE AGE OF 25. Unmarried children age 12 through 24 who reside at home, attend school on a full-time basis or are on active military duty are eligible to be issued a Membership Card entitling them to charge privileges. Please indicate which children should receive a card.

		CHARGE PRIVILEGE	
NAME		BIRTH DATE	YES NO
1.	_____	_____	<input type="checkbox"/> <input type="checkbox"/>
2.	_____	_____	<input type="checkbox"/> <input type="checkbox"/>
3.	_____	_____	<input type="checkbox"/> <input type="checkbox"/>
4.	_____	_____	<input type="checkbox"/> <input type="checkbox"/>
5.	_____	_____	<input type="checkbox"/> <input type="checkbox"/>

BUSINESS

APPLICANT'S OCCUPATION _____ TITLE _____
 EMPLOYER _____
 EMPLOYER'S ADDRESS _____
 TELEPHONE _____ YEARS IN PRESENT EMPLOYMENT _____
 PREVIOUS EMPLOYER(S) (IF ANY) _____
 SPOUSE'S OCCUPATION _____ TITLE _____
 SPOUSE'S EMPLOYER _____
 SPOUSE'S EMPLOYER'S ADDRESS _____
 TELEPHONE _____ YEARS IN PRESENT EMPLOYMENT _____
 PREVIOUS EMPLOYER(S) (IF ANY) _____

BANK REFERENCES: PLEASE INCLUDE BRANCH ADDRESS:

1. _____
 NAME ADDRESS

2. _____
 NAME ADDRESS

MAJOR CREDIT CARD REFERENCE, ACCOUNT NUMBER AND EXPIRATION DATE:

NAME ACCOUNT # EXP. DATE

PERSONAL REFERENCES OR REFERRING MEMBER

NAME ADDRESS PHONE YEARS KNOWN

Terms and Conditions of Application and Membership

- A. This Application shall entitle the Applicant to apply for Club membership privileges provided by the Club after Applicant is approved and accepted by the Club. This Application will not be acted upon unless fully completed, executed and accompanied by a check or credit card for payment of the Initiation Fee and Membership Deposit.

Applicant Initials _____

- B. Applicant acknowledges receipt of and agrees, by execution of this Membership Application, upon acceptance of application by the Club, to be bound by the Membership Plan and the Rules and Regulations, as they each may be amended from time to time. Membership is subject to suspension or termination for failure to abide by membership conditions. Applicant further acknowledges and agrees to be responsible for all charges incurred which shall be due and payable no later than 30 days from the date of the monthly statement. All costs and expenses incurred by the Club in the collection of any amounts not paid when due, including, but not limited to court costs, collection fees and attorney's fees, whether at the trial level or on appeal, shall be charged to Applicant, and shall be due and payable upon demand.
- C. Applicant acknowledges that the membership is not an investment in the Club, nor does it provide an equity or ownership interest in the Club or Club Facilities. Membership in the Club does not confer upon the Applicant a vested right or prescriptive right or easement to use the Club Facilities. Applicant acknowledges that a member only acquires a revocable license to use the Club Facilities in accordance with the Membership Plan and the privileges associated with the membership category and dues option acquired. The Club reserves the right, at any time or from time to time, in its sole and absolute discretion, to reserve memberships, to discontinue operation of any or all of the Club Facilities, to sell or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to terminate any or all types of membership, to convert the Club into a member-owned club, and to make any other changes in the terms and conditions of membership or facilities available for use by members. Applicant acknowledges that the Membership Plan may be terminated at any time by the Club.
- D. Applicant covenants and agrees to indemnify and hold harmless the Club and its members, partners, shareholders, directors, officers, employees, representatives, affiliates and agents in accordance with the provisions of the Membership Plan and the Rules and Regulations of the Club.
- E. Applicant acknowledges that use of the Club Facilities may be restricted from time to time, and that use, service or other charges may vary from time to time.
- F. Upon signing this Application, Applicant authorizes the disclosure and release of information to the Club for investigating Applicant's qualifications for membership, and authorizes all persons or entities mentioned above to furnish information to the Club, including, without limitation, Applicant's credit history. Applicant agrees that all information and communications received by the Club in connection with this Application are privileged, confidential and not subject to disclosure to Applicant or to any other person other than authorized Club personnel. Applicant agrees never to make demand on the Club or any other person to disclose any of the information or communications to Applicant, and Applicant releases the Club, and its members, partners, officers, directors, shareholders, employees, representatives, affiliates and agents and any person providing information or communications from any liability in connection therewith.
- G. Applicant acknowledges that the Club hereby promises to repay to Applicant 100% of the Membership Deposit of _____ Dollars (\$ _____), without interest, only after it has been paid in full by Applicant and only in accordance with the provisions of the Membership Plan upon the earlier of (i) the anniversary date 30 years from the date of admission of the Applicant by the Club or (ii) 30 days after the resignation and resale of the membership, as provided for in the Membership Plan. If at the end of the 30- year period described in Section (i) above, Applicant is still a member of the Club, Applicant may elect to continue the membership by notifying the Club of that election in writing. If Applicant elects to continue the membership, Applicant must leave the Membership Deposit with the Club until Applicant subsequently resigns from the Club. If Applicant resigns after the 30-year period, 100% of the Membership Deposit will be repaid to Applicant within 30 days after such resignation regardless of when the membership is actually resold by the Club. No refund of the Initiation Fee or transfer or administrative fee will be made under any condition.
- H. Applicant acknowledges that dues for the initial membership year are \$ _____ to be paid in monthly installments of \$ _____ from _____ until _____. Dues for each subsequent year will be billed in monthly installments based on the published dues rate in effect for that year. Applicant further acknowledges that memberships are not annually renewing memberships. Memberships continue in perpetuity until the Club receives written notice of resignation which is then subject to the resignation provisions below.
- I. Requests for resignation must be made to the Club in writing. Resignations are effective December 31st of the year in which they are received, regardless of the actual date received. Applicant acknowledges and agrees that Club dues shall be due and payable through the effective resignation date. Applicant acknowledges that the Initiation Fee, Membership Deposit and all other amounts must be paid in full prior to resignation of the membership. Upon resignation of a membership, Applicant shall no longer be entitled to use the Club Facilities.
- J. Any interest earned on the Membership Deposit shall be the property of the Club. The Membership Deposit may be refunded at any time, at the sole discretion of the Club, without penalty or premium. The right of Applicant to receive repayment of the Membership Deposit without interest is not transferable except as otherwise provided in the Plan. The Membership Deposit is also security for the payment of dues and charges incurred by Applicant and all amounts due to the Club which remain unpaid on the date of repayment of the Membership Deposit shall be deducted from the Membership Deposit.

Applicant Initials _____

K. If any clause, provision or section of this application is determined to be illegal, invalid or unenforceable by any court, the illegality, invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections and the application shall be constructed and enforced as if such illegal, invalid or unenforceable clause, provision or section had not been included.

APPLICANT'S SIGNATURE

DATE _____

SPOUSE'S SIGNATURE

DATE _____

ACCEPTED:

RDC FORSGATE PARTNERS, LLC, a New Jersey limited liability company d/b/a FORSGATE COUNTRY CLUB

DATE _____

By: _____

Title: _____

MEMBERSHIP # _____

INITIATION FEE PAID \$ _____ MEMBERSHIP DEPOSIT PAID \$ _____ DATE _____

Applicant Initials _____