



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 May 1, 2018 ("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. Amendments to the Club's Rules and Regulations can be made at any time, in the Club's sole discretion, in keeping with reasonable and customary practices within the Golf Industry.

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:

SPOUSE'S BIRTH DATE:

STATE RESIDENCY:

LOCAL ADDRESS:

CITY:

STATE:

ZIP CODE:

MAILING ADDRESS:

CITY:

STATE:

ZIP CODE:

TELEPHONE NUMBER:

CELL PHONE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

Initial: _____

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.

	NAME	BIRTH DATE	CHARGE PRIVILEGE	
			YES	NO
1.	_____	_____	___	___
2.	_____	_____	___	___
3.	_____	_____	___	___
4.	_____	_____	___	___
5.	_____	_____	___	___

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

Initial: _____

MAJOR CREDIT CARD REFERENCE, ACCOUNT NUMBER AND EXPIRATION DATE:

NAME	ACCOUNT #	EXP. DATE
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PERSONAL REFERENCES OR REFERRING MEMBER

NAME	ADDRESS	PHONE	YEARS KNOWN
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Initial: _____

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.
- 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. Such costs will be charged at the greater of 25% of the amount placed in collections or the maximum allowable by law. Amendments to the Club's Terms and Conditions of Application and Membership can be made at any time, in the Club's sole discretion, in keeping with reasonable and customary practices within the Golf Industry.
- 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

Initial: _____

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 60 days after they are 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.
- 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.

DATE

APPLICANT'S SIGNATURE

DATE

SPOUSE'S SIGNATURE

ACCEPTED:

METROPOLITAN GOLF GROUP, LLC,
a New Jersey limited liability company
d/b/a FORSGATE COUNTRY CLUB

OFFICE USE ONLY

MEMBERSHIP DUES PAID (FIRST INSTALLMENT FOR 2019) \$ _____ DATE _____

Total Monthly Dues _____ Processing Fee _____

Initial Membership Term: _____ to December 31, 2019

Member #: _____ Food Minimum _____

Initiation Fee _____

Initial: _____



GETTING TO KNOW YOU

APPLICANT

DO YOU HAVE AN OFFICIAL HANDICAP?	
WHAT IS YOUR FAVORITE DAY/TIME TO PLAY?	
DO YOU HAVE A REGULAR PLAYING PARTNER?	
DO YOU ALREADY KNOW ANY CURRENT MEMBERS?	
DID A SPECIFIC MEMBER REFER YOU TO FORSGATE?	
IS THERE ANYTHING THAT YOU WOULD LIKE US TO KNOW ABOUT YOU?	

Initial: _____



Forsgate Country Club Keyless Entry System

Liability and Acceptance Form

In Consideration of my use of the exercise equipment and facilities provided by Forsgate Country Club (hereby known as the company), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that Forsgate Country Club and its insurers, employees, officers, directors and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me or my guest in, on, or about the premises or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part from the negligence of Forsgate Country Club. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages and losses of any type which may occur to me or my guest, and I hereby fully and forever release and discharge the company, its insurers, employees, officers, directory and associates, from any and all claims, demands, rights of action or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the use of said equipment and facilities.

I agree to be solely responsible for the safety and well being of my guest and myself. I understand that by use of the keyless entry system, the company does not provide supervision, instruction or assistance for the use of the facilities and equipment during the time the keyless entry system is active.

I agree to comply with all rules imposed by the company regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times and refrain from using the equipment in a manner that is inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury including disability and death.

I understand and agree that the company is not responsible for lost, stolen, or damaged property while in, on or about the premises.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH THE FULL KNOWLEDGE OF ITS CONTENT.

Date: _____

Signature: _____

Key Fob #: _____

Print Name: _____

Initial: _____



Forsgate Country Club Locker Rental

Liability and Acceptance Form

In Consideration of my use of the lockers provided by Forsgate Country Club (hereby known as the company), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that Forsgate Country Club and its insurers, employees, officers, directors and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me or my guest in, on, or about the premises or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part from the negligence of Forsgate Country Club. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages and losses of any type which may occur to me or my guest, and I hereby fully and forever release and discharge the company, its insurers, employees, officers, directors and associates, from any and all claims, demands, rights of action or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the use of said equipment and facilities.

I agree to be solely responsible for the safety and well being of my guest and myself.

I agree to pay the locker rental fee of \$220.00 prior to receiving my locker.

I agree to comply with all rules imposed by the company regarding the use of the lockers. I agree to conduct myself in a controlled and reasonable manner at all times and refrain from using the lockers in a manner that is inconsistent with its intended design and purpose.

I understand and agree that the company is not responsible for lost, stolen, or damaged property while in, on or about the premises.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH THE FULL KNOWLEDGE OF ITS CONTENT.

Date: _____

Signature: _____

Key Fob #: _____

Print Name: _____

Initial: _____