



MEMBERSHIP APPLICATION
UPDATED 11/30/2018

FORSGATE COUNTRY CLUB MEMBERSHIP APPLICATION

MEMBERSHIP CATEGORY:(Must check one below)

- Golf
- Sports
- Social

Additional Categories: (Check below if applies)

- Senior/Weekday
- Intermediate
- Golf Family Add-on
- Palmer

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 November 30, 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

APPLICANT'S NAME: Mr./Mrs./Ms. (circle one)		
BIRTH DATE:		
SPOUSE'S NAME: Mr./Mrs. (circle one)		
SPOUSE'S BIRTH DATE:		
STATE RESIDENCY:		
LOCAL ADDRESS:		
CITY:	STATE:	ZIP CODE:
MAILING ADDRESS:		
CITY:	STATE:	ZIP CODE:
TELEPHONE NUMBER:	CELLPHONE NUMBER:	
FAX NUMBER:		
EMAIL ADDRESS:		
SPOUSE'S EMAIL ADDRESS:		

MAJOR CREDIT CARD REFERENCE, ACCOUNT NUMBER AND EXPIRATION DATE

CREDIT CARD COMPANY

ACCOUNT NUMBER

EXPIRATION DATE

PERSONAL REFERENCES OR REFERRING MEMBER

NAME

ADDRESS

PHONE

YEARS KNOWN

NAME

ADDRESS

PHONE

YEARS KNOWN

NAME

ADDRESS

PHONE

YEARS KNOWN

GETTING TO KNOW YOU

DO YOU HAVE AN OFFICIAL HANDICAP? _____

WHAT IS YOUR FAVORITE DAY/TIME TO PLAY GOLF? _____

DO YOU HAVE A REGULAR PLAYING PARTNER? IF SO, WHO? _____

DO YOU ALREADY KNOW ANY CURRENT MEMBERS? IF SO, WHO? _____

DID A SPECIFIC MEMBER REFER YOU TO FORSGATE? IF SO, WHO? _____

IS THERE ANYTHING THAT YOU WOULD LIKE US TO KNOW ABOUT YOU? _____

WHAT CLUB EVENTS ARE YOU OR YOUR FAMILY INTERESTED IN? _____

DO YOU BELONG TO ANY OTHER CLUBS? _____

PHOTO RELEASE FORM

I hereby grant non-revocable permission to Forsgate Country Club to use photographs and/or video of me (and/or my family) taken at club events or on the course in club publications, news releases, online, and in other communications. I acknowledge that Forsgate will own such images and further grant Forsgate permission to copyright, display, publish, distribute, use, modify, print and reprint such images in any manner whatsoever related to their business.

(Signature of Adult, or Guardian of Children under age 18)

OR OPT OUT: I do not grant permission to Forsgate to use my image in any way. If there is photography taken during a club event, it is my responsibility to take direct action to make the photographer aware that I/we decline to be in photos.

(Signature of Adult, or Guardian of Children under age 18)

KEYLESS ENTRY SYSTEM AND LOCKER LIABILITY AND ACCEPTANCE FORM

In Consideration of my use of the lockers, 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, 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 understand that by use of the keyless entry system, equipment, lockers, and facilities, 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 lockers, 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 agree to pay the locker rental fee, as established each year by the Club, prior to receiving my locker.

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: _____

TERMS AND CONDITIONS OF APPLICATION AND MEMBERSHIP

- A. This Application shall entitle the Applicant to apply for Club membership privileges provided by the Club. Applicant is not yet 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. 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, Rules and Regulations, and Membership Application 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 of 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. Resignation notices must be received 60 days in advance of the resignation date and will be effective the last day of the month after the 60-day notice period. 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. All amounts due to the Club that 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

DATE

MEMBERSHIP DIRECTOR'S SIGNATURE

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

ACCEPTED

OFFICE USE ONLY

MEMBERSHIP DUES PAID (FIRST INSTALLMENT) \$ _____ Date _____
 Total Monthly Dues _____ Processing Fee _____
 Initial Membership Term: _____ to December 31 _____
 Member Name _____ Member #: _____
 Food Minimum _____ Initiation Fee _____
 Club Cash Amount _____
 Issue Club Cash in the amount of: _____ to be distributed: _____ Expiration date: _____
 Additional Notes:

CARD AUTHORIZATION FORM

Please select one:

	Monthly Automatic Payment Program
	Delinquent Account Authorization Only <i>(Balances over 30 days past due)</i>

MEMBER'S NAME _____

ACCOUNT NUMBER _____

NAME ON CREDIT CARD _____

CARD TYPE _____

CARD NUMBER _____

EXPIRATION DATE _____

CVC # _____

BILLING ADDRESS _____

I HEREBY authorize the Club to charge any account balance based on the above selection. I agree not to file a chargeback or dispute this transaction with my issuing bank and understand that by doing so I give the Club the right to take legal action.

I HEREBY authorize the club to act upon my instruction received by telephone or any other means to charge my credit card account listed above for expenses incurred to my Membership Account made by myself or any other person designated by me for a minimum of one full year and as long as I am a member. I also agree to provide an active credit card at all times and will notify the club periodically to update my credit card information.

I HEREBY ratify any instructions given pursuant to the above authorization and agree that neither the Club nor any of its officers, directors and employees will be liable for any loss, liability, cost or expense for acting upon such instructions believed by it or them to be genuine. Subject to such conditions this authorization will remain in effect until the Club has received written revocation from me.

The Club will at all times have the right to refuse to complete any specific transactions for any reason including, but not limited to, improper or incomplete authorization by myself, inadequate credit to pay incurred expenses requested and/or an expired or invalid credit account.

I understand that Annual dues are subject to change each calendar year.

The Club also reserves the right at all times to suspend the credit card authorization privilege contemplated herein without notice. I agree that the Club will not in any way be liable for any damages or inconvenience to the Member in connection with any such suspension or termination.

I guarantee and warrant that I am the legal cardholder for this credit card, and that I am legally authorized to enter into this agreement.

MEMBER'S SIGNATURE _____

DATE _____