



365 NON- RESIDENT ANNUAL MEMBERSHIP APPLICATION

Date: _____

Annual Membership Type:

Choose One

Annual Membership Applicant:

Name: _____

Single _____ \$4646.26

Address: _____

Family _____ \$6571.38

Email: _____

Phone: _____

Above amounts include sales tax and a \$600 food & beverage credit applied to each account. Please see section 9 for a more detailed breakdown of charges.

THIS ANNUAL MEMBERSHIP APPLICATION (this "Application") is being submitted by the above-named individual (the "Applicant") for an Annual Membership (the "Membership") in Branson Hills Golf Club owned and operated by Branson Hills Golf Club, L.L.C. (collectively, the "Club").

To effectively submit this Application, the Applicant must do all the following: (a) read this Application; (b) initial each page where indicated below, confirming that the Applicant has read and agreed to the corresponding provisions of each page; (c) complete the attached Authorization to Verify Information and Release of Liability and (d) deliver the above referenced documents, together in a single package, to the Club General Manager.

1. Annual Membership Rights. This Membership includes: **Unlimited Golf and Cart Rental** (*subject to availability; and maintenance or outside event closures*); **Unlimited Range Balls and Practice Facility Access** (*subject to weather, maintenance and possible off-season closures*); **Discounted Preferred Guest Rate; Access to Tennis Courts, Pool and Fitness Center; 10% Discount at Magnolia Grille and Pro Shop** (*not valid on Alcohol or On-Sale Merchandise where combined discount would exceed 30%*); **World Handicap Service (GHIN)** (*will be deactivated if Membership falls out of good standing*). This Membership is non-voting and non-proprietary. The Applicant acknowledges and understands that the Membership is a non-equity license allowing the Applicant or, in the event the Applicant has paid the Family Membership fee, his/her immediate Family Members, guests and invitees certain privileges to use the Club Facilities. As such, a Membership is not an investment, and no member should expect to derive any economic benefits from the Membership. Notwithstanding anything herein to the contrary, the Applicant understands and acknowledges that all privileges associated with the Membership, including without limitation the use of the Club Facilities, are subject to change from time to time by the Club, in the Club's sole and absolute discretion. The Applicant further understands and acknowledges that the Club may at any time, and from time to time, in the Club's sole and absolute discretion, limit or reserve any of the Membership privileges extended to the Applicant, and his/her respective Permittees, including, without limitation, use of the Club Facilities, or any portion thereof, for any purpose, including, without limitation, special, promotional, professional, amateur, civic, charitable, scholastic, collegiate or business events. No federal or state government, agency, or authority has reviewed, approved, or endorsed this Membership.

2. Termination of Membership. This Membership may be terminated or suspended by the Club, in the Club's sole and absolute discretion, if the Applicant or any Permittee of the Applicant violates any provision of this Application. The Annual Membership Category may be modified and/or terminated at any time by the Club in the Club's sole and absolute discretion, in which event the Club may elect not to renew an Annual Membership beyond the initial Annual Membership period identified above, or any subsequent renewal period.

3. Dues, Charges, and Fees. The Applicant, if accepted for Annual Membership, will be obligated to pay in addition to the Annual Fee all fees, taxes and other charges associated with the Membership. Additionally, all food, beverage, merchandise, and services of the Club charged to the Member's Club Account will be paid monthly.

4. Attorneys' Fees and Costs. In the event any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from any breach or violation by the Applicant, or any Permittee of the Applicant, of the terms, conditions, rules and/or requirements set forth in this Application, the Plan or the other Membership Control Documents, the prevailing party will recover all of such party's reasonable attorneys' fees and costs incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions resulting there from.

5. Applicant's Representations of Truth. By signing this Application, the Applicant represents and warrants that all the information contained in this Application and in the Personal Data Sheet is true and correct in all respects.

6. Applicant's Personal Data. Applicant will notify Club if there are any changes to Applicant's Personal Data. In the event the Applicant is applying for a Family Annual Membership, Applicant acknowledges that children over the age of twenty-one (21), or twenty-five (25) if a full-time student residing in the home, shall not be allowed to use the Golf Facilities without having acquired a separate, paid, Annual Membership.

7. Acknowledgment of Terms. By signing this Application, the Applicant acknowledges that: (a) the Application sets forth the full and complete agreement between the Applicant and the Club concerning the Membership, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written; (b) no oral or written representations or agreements were made to or relied upon by the Applicant regarding the Membership other than what is expressly set forth in this Application, (c) the Club has not authorized any person to give any information or make any representation to the Applicant not contained in this Application and if any such information or representations have been given, they were not relied upon by the Applicant.

8. Member in Good Standing. The Applicant, and all his/her Permittees, shall be considered Members in Good Standing if all Dues and Member Club Account balances are kept current and outstanding balances are paid when deemed due by the Club. Any outstanding balance greater than 60 days overdue will result in immediate suspension of ALL Club privileges and use of ALL Club Facilities by the Applicant, or any Permittee of

9. Membership Dues Breakdown. Membership dues will consist of a "Green Fee" portion (subject to 10.35% Sales Tax) and a "Cart Rental" portion (MANDATORY, Non-Taxed). The "Cart Rental" portion is \$1378 for a Single Membership and \$2385 for a Family Membership. The remaining portion is considered the "Green Fee" portion and is taxed at the current Sales Tax Rate. The \$600 (Non-Taxed Amount) Food & Beverage Credit will be issued as a credit applied by Club Staff to applicable purchases. This credit may be used for any BHGC food and beverages either at the clubhouse or on the golf course. Food and Beverage Credit must be used in full by the below stated expiration date. Unused amounts will be forfeited and unredeemable.

FOOD & BEVERAGE CREDIT EXPIRATION DATE: _____, 20__

MEMBERSHIP EFFECTIVE DATE: _____, 20__ THROUGH _____, 20__

The undersigned Applicant acknowledges and agrees that this Application submission constitutes an irrevocable offer after mailing or delivery to the Club, remaining valid until it is accepted or rejected by the Club.

Signature of the Applicant