



# MEMBERSHIP APPLICATION

# PERSONAL

Applicant's Name : \_\_\_\_\_ Birth Date : \_\_\_\_\_

Spouse's Name : \_\_\_\_\_ Birth Date : \_\_\_\_\_

Local Address : \_\_\_\_\_

Out of Town Address : \_\_\_\_\_

Billing Address : \_\_\_\_\_

Club Communications Address : \_\_\_\_\_

Telephone :

Local Residence : ( ) \_\_\_\_\_ Cell Phone : ( ) \_\_\_\_\_

E-mail Address : \_\_\_\_\_ Fax Number : ( ) \_\_\_\_\_

Unmarried children under the age of 23 :

| <u>Name</u> | <u>Birth Date</u> | <u>Charge Privileges</u>                                 |
|-------------|-------------------|--|
| _____       | _____             | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| _____       | _____             | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| _____       | _____             | Yes <input type="checkbox"/> No <input type="checkbox"/> |

# BUSINESS

Applicant's Company Name :

Title :

Business Address :

Telephone : ( )

Fax Number : ( )

Years in Present Employment

Retired

E-mail Address :

Website :

Spouse's Company Name :

Title :

Spouse's Business Address :

Telephone : ( )

Fax Number : ( )

Years in Present Employment

Retired

E-mail Address :

Website :

## AQUISITION OF MEMBERSHIP

I hereby apply for a membership in the following membership category :

- Golf Membership
- Leisure Golf Membership
- Tennis Membership
- Athletic Membership
- Spin Program
- Social Membership

Initiation Fee : \$

Current Monthly Dues : \$

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I/We would prefer monthly statements to be mailed to :  Home  Candidate's Business  Email Address

Payment of Membership Account, including all dues, fees, and other applicable charges, is due upon receipt of the monthly statement. If accepted for membership, Candidate agrees to pay the account in full when due. Candidate agrees and 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 Bylaws and 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. Candidate further agree to maintain a major credit card account in Candidate's name on file with the Club at all times. In event that Candidate account becomes more than thirty (30) days past due, Club shall have the right to bill such past due amount to Candidate's credit card. By signing below, Candidate agrees to and fully authorizes all such charges to credit card account(s) listed below. Payment on delinquent accounts apply first to reduce late charges and accrued dues, then to food and beverage charges, then to any other charges. Any fees assessed for untimely payment of any applicable dues, fees, or charges will appear on Candidate's statement, including any charges made to Candidate's credit card or payment of same. Candidate agrees to pay all reasonable attorneys' fees, investigator fees, and cost in the event this account is turned over for collection.

I would like my card to be charged every month on the 18th for my full balance on my account

Credit Card Issuer : \_\_\_\_\_ Credit Card Issuer : \_\_\_\_\_

Cardholder Name : \_\_\_\_\_ Cardholder Name : \_\_\_\_\_

Card Number : \_\_\_\_\_ Card Number : \_\_\_\_\_

Exp. Date : \_\_\_\_\_ Exp. Date : \_\_\_\_\_

Membership is contingent upon approval by the Club, which approval shall be at its discretion. Upon signing this Membership Agreement, I authorize the disclosure and of information to the Club for investigating my qualifications for membership, including my credit history and agree to hold the Club harmless from any and all such acts.

#### RECALLABLE MEMBERSHIP

In recognition of the interim nature of my Membership, the Club may recall my Membership in its sole and absolute discretion at any time for any reason or no reason, upon written notice. If the Club recalls my Membership, the Club shall be required to pay to me any prepaid dues for any period following the effective date of the recall.

#### PAYMENT OF DUES, FEES, AND CHARGES

I hereby agree to pay to the Club the membership dues, plus any applicable sales tax for the category of membership selected as well as any fees or other charges. The current amount of dues for each membership category is described on a separate Schedules of Dues, Fees, and Charges, and is subject to change.

I hereby request that all dues, fees, and charges be billed directly to me through the club account.

Club accounts shall be deemed delinquent from the date first billed if payment is not received within 30 days after the date of the monthly statement. Past due bills will be subject to a 1.5% late payment charge per month, but not to exceed the maximum amount permitted by law. The late payment charge shall accrue 30 days from the date of the monthly statement until the account is paid in full.

#### ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

I acknowledge that membership in the Club is not an investment in La Cita Golf and Country Club, or the Club Facilities, and does not give a member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a member with a equity or ownership or any other property interest in the Company, the Manager or the Club Facilities. A member only acquires a revocable license to use the Club Facilities on terms and conditions established by the Company from time to time, and this Membership Agreement. All rights and privileges of members under the Membership Plan, the Rules and Regulations and this Membership Agreement are subordinated to the lien of any mortgage encumbering the Club Facilities from time to time.

The Club reserves the right, in its sole discretion, to modify membership rights and privileges, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify, or terminate any type or category or class of membership, to discontinue operation of any or all of the Club Facilities.

I hereby acknowledge that the use of the Club Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. I hereby accept any and all risk of injury to myself, my guests and my family sustained while using the Club's facilities or while involved in any event or activity incident to membership in the Club. I agree to release and hold the Company, the Manager, any manager of the Club Facilities, their affiliates, their successors and assigns and their respective directors, officers, partners, members, shareholders, employees, representatives, and agent and the members of any Club committee ("Released Parties") harmless in accordance with the provisions of the Rules and Regulations of the Club. Harmless from any and all loss, cost, claim, injury, damages or liability sustained or incurred by him or her, resulting from the use of the Club Facilities, arising out or incident to membership in the Club and/ or from any act or omission of any of the Released Parties, unless caused by the gross negligence or willful misconduct of any of the Released Parties.

I acknowledge that if I choose to sign up with the annual membership of La Cita Golf and Country Club I am consenting to a minimum of seven monthly payments. I understand upon early cancelation I will still be held responsible for any remaining payments up to the seventh month of my membership.

#### Miscellaneous

This Membership Agreement shall be governed by, construed and enforced in accordance with the law of the State of Florida without giving effect to principles of conflicts of law.

If the applicant is married, the signatures of both spouses are required.

Dated : \_\_\_\_\_,20

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Printed Name

Dated : \_\_\_\_\_,20

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Printed Name

*LA CITA GOLF AND COUNTRY CLUB  
777 COUNTRY CLUB DR  
TITUSVILLE, FLORIDA 32780*