



# 2020 Club Card

### Benefits:

- Unlimited year-round golf, cart included\*
- 50 complimentary large buckets of practice balls annually
- Preferred tee-time reservations up to 10 days in advance
- Players Card rates at all other public Oki Golf properties
- Guests receive Oki Golf Players Card rates at Trophy Lake
- 10% merchandise discount

\*Complimentary use of golf cart for Club Card holder only, guests pay for usage where applicable.

### Cost:

- \$220 + tax/month for primary Card Holder\*\*
- \$75 + tax/month for each additional family member\*\*

\*\*Minimum 12-month commitment, month-to-month after initial 12 month period. Monthly dues subject to change.

## APPLICANT INFORMATION

PLAN HOLDER START DATE: \_\_\_\_\_

FULL NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY, STATE, ZIP: \_\_\_\_\_

CELL PHONE #: \_\_\_\_\_ HOME PHONE #: \_\_\_\_\_

### ADD GOLFERS (designate second golfer - spouse or child):

1. \_\_\_\_\_ Relationship \_\_\_\_\_ DOB \_\_/\_\_/\_\_\_\_

2. \_\_\_\_\_ Relationship \_\_\_\_\_ DOB \_\_/\_\_/\_\_\_\_

3. \_\_\_\_\_ Relationship \_\_\_\_\_ DOB \_\_/\_\_/\_\_\_\_

## DUES AND COMMITMENT

PRIMARY GOLFER: \_\_\_\_\_ ADDT'L GOLFER(S): \_\_\_\_\_ TOTAL MONTHLY DUES: \_\_\_\_\_

MINIMUM 12-MONTH COMMITMENT (SEE PLAN YEAR) INITIAL: \_\_\_\_\_ STAFF INITIAL: \_\_\_\_\_

FIRST AND LAST MONTHS' DUES REQUIRED AT SIGN UP INITIAL: \_\_\_\_\_ STAFF INITIAL: \_\_\_\_\_

*By signing below, the applicant hereby: (1) applies for the Club Card, (2) certifies that the above information is true and correct, and (3) acknowledges that he/she has read and agrees to the Terms and Conditions of this application and Club Card Program set forth on the following pages.*

\_\_\_\_\_  
Signature Date Print Name

## INTERNAL OFFICE USE ONLY

DATE PAYMENT REC'D: \_\_\_\_\_ PLAN HOLDER #: \_\_\_\_\_

CREDIT CARD ON FILE? YES  NO



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## CREDIT CARD LETTER OF PRE-AUTHORIZATION

NAME (as it appears on card): \_\_\_\_\_

CREDIT CARD #: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_ TYPE OF CREDIT CARD: \_\_\_\_\_

*Trophy Lake Golf & Casting requires a completed credit card authorization form to be on file for any Card Holder for any monthly dues to be automatically charged to their credit card at the end of each month. The undersigned acknowledges and authorizes any outstanding charges to be posted to the credit card.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

## TERMS AND CONDITIONS

### Acceptance of an Application

Receipt of an application by Trophy Lake Golf & Casting ("The Club") does not constitute an invitation to the applicant nor an acceptance of the applicant as a Card Holder until he or she has been accepted and full payment of any application fee and card plan fees have been received by The Club. Any application of a Card Holder is subject to written approval and acceptance by The Club and may be returned or rejected for any reason at the sole discretion of The Club. If an application for a Club Card Plan is not acted upon favorably, the applicant will receive a full refund of any application fee without interest. By sharing your email address, you are agreeing to receive emails from The Club and Oki Golf regarding Club Card news, course updates, special offers, and tournament invitations. You may unsubscribe at any time. We will never share your email address with third parties. No person has been authorized to give any information or to make any representation not contained in these documents. If given or made, such information or representation must not be relied upon as having been authorized by The Club. The additional golfer add-on option is only available to the Card Holder's legal spouse or children under the age of nineteen (19) living in the same residence.

### Club Card Plan

The Club currently offers this Club Card Plan, which will allow Card Holders the right to use The Club facilities for recreational purposes from the date of The Club's approval and acceptance of the Card Holder until resignation or termination, subject to the current Terms and Conditions, any Rules and Regulations, Code of Conduct, and payment of dues, fees and other charges.

The Club Card Plan is not a guarantee of tee time availability. Club Card Holders are offered the opportunity to reserve tee times up to ten (10) days in advance. Tee times must be canceled at least 24 hours in advance. If not canceled, the appropriate green fee will be charged to the open credit card. If in the reasonable opinion of the General Manager, a Club Card Holder is abusing his/her advance reservation privileges by an excessive number of no shows at his/her reserved tee times without prior cancellation, the General Manager may take whatever action he deems appropriate. This includes, but is not limited to a warning, suspension, or termination of the ten (10) day advance reservation privilege, and/or suspension or termination of the Club Card and/or charge of the daily green fee to the open credit card.

Guests playing with Club Card Holders will receive a guest rate equal to Players Card rates at The Club.

All Card Holders will be required to check in and show their Club Card to the Golf Shop staff prior to playing.

Card Holder status does not give a Card Holder a vested or prescriptive right or easement to use The Club facilities. Card Holder status is not an investment in The Club. Card Holder status does not provide the Card Holder with equity or ownership interest, or any other property interest in The Club facilities. Purchase of Card Holder privileges should not be viewed or entered into as an investment, and no person obtaining a Club Card should expect to derive any economic profits from being a Card Holder. No federal or state authority has passed upon or endorsed the merits of any of The Club's Club Card Plans.

### Billing and Payment

Club Card dues, and other fees and charges payable by a Card Holder shall be due and payable in advance, on or before the first day of each month, unless otherwise established by The Club, and if not paid in cash, will be charged to the Card Holder's credit card on file on the 10th of each month. Card Holders will be responsible for all charges made under their Club Card number and are responsible for keeping their number secure and confidential. All Card Holder accounts shall be supported by a Card Holder-authorized open charge to an approved major credit card. A late fee will be applied on all payments not made by the due date, and Card Holders will be charged a finance fee on all balances outstanding thirty (30) days or more after billing, at the rate of 18% per annum or the maximum rate allowed by law. The failure of any Card Holder to pay Club Card dues, other fees and charges, or billings within the prescribed time period may constitute grounds for suspension or termination of Club Card privileges, and the unpaid Club Card dues, other fees and charges will be charged to the open credit card. Notwithstanding any notice of a Card Holder's resignation, suspension, or termination of Card Holder status, the Card Holder shall remain liable for all amounts due and payable on the Card Holder's account, including Club Card dues, other fees and charges.



# 2020 Club Card

## TERMS AND CONDITIONS CONTINUED

### Club Card Plan Year

The Club Card Plan year is twelve (12) months from the date of issuance of the Club Card. It is a minimum of a twelve (12) month commitment. **The Club Card Plan will automatically renew on a month-to-month basis at the then-current plan rate unless the Card Holder terminates the Club Card by giving written notice of termination at least thirty (30) days prior to the end of the current term.** Monthly dues are subject to change. The Club reserves the right to change the amount of the dues at any time and the new dues schedule will apply to the Card Holder. The Card Holder is required to pay all twelve (12) monthly dues payments for the first Club Plan year on this agreement. Cancellation of the Card Holder's Club Card for any reason shall not relieve the Card Holder of the obligation to pay the full twelve (12) months' dues for the first plan year on this agreement. First and last months' dues payments must be paid in advance upon acceptance of the applicant as a Club Card Holder.

### Club Card Identification Cards

The Club, upon approval and acceptance, will issue a Club Card to the Card Holder. Upon issuance, all Card Holders must carry their Club Card, which must be presented upon request when using The Club facilities. The Club will require the presentation of The Club Card at the point of sale for transactions. Club Cards and Card Holders privileges are not transferable. Any direct or indirect transfer or attempted transfer shall not be binding on The Club, and may cause the Card Holder status to terminate automatically, without any further action by The Club. Any person other than the person to whom it is issued may not use the Club Card. The Club must be notified immediately of a lost or stolen Club Card. The Card Holder shall be responsible for all charges placed on the account until The Club has received notification of card loss. A replacement fee may be charged for lost or stolen Club Cards or in any situation where the account number is changed. Upon termination of the Club Card for any reason, the Card Holder shall return his/her card to The Club's Main Office.

### Termination

If, with cause, Card Holder status is terminated at the election of The Club, which shall specifically include, but not be limited to, failure to pay outstanding billings within forty-five (45) days, violation of the current Terms and Conditions, and/or any Rules and Regulations, or Code of Conduct, the Card Holder Plan charges and/or fees with not be refunded, in whole or in part.

Before any Card Holder may be terminated, restricted, suspended or expelled for cause, such Card Holder shall be notified in writing of the grounds for termination, restriction, suspension, or expulsion and a date and time (which shall be not less than five (5) days from the date of the notice) at which The Club shall hear reasons why the termination, restriction, suspension, or expulsion should not be made. The Club shall be the sole judge of the termination, restriction, suspension, or expulsion, and its decision shall be final.

### Responsibility

The Card Holder is responsible for his/her own actions and omissions, and those of his/her guest. To the fullest extent permitted by law, Card Holder shall release, indemnify, defend, and hold harmless The Club, its affiliates and its lender and their officers, agents, employees, representatives, consultants and contractors, from and against any and all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, which arise out of or result from any breach of this Agreement or any act or omission of Card Holder or anyone from acts Card Holder may be responsible or liable. The provisions of this paragraph shall survive the termination of this Agreement for any reason.

The exclusive remedy for any Card Holder under this Agreement for any non-performance or other breach by The Club shall be the return of the Card Holder's initial payment, less current monthly dues amount without interest. In addition, the Card Holder specifically acknowledges and accepts the limitations on liability and hold harmless provisions contained in this agreement.

### Collection

If The Club account of any Card Holder is delinquent, The Club may, at its option, take whatever action it deems necessary to effect collection. The Club reserves the right to bill the provided credit card on file should the account become more than sixty (60) days delinquent up above forty-five (45) days is used. If The Club commences any collection or legal action to collect any amount owed by a Card Holder, or to enforce any other liability of a Card Holder to The Club, the Card Holder shall also be liable for all costs and expenses of such action, including collection, reasonable attorneys' fees and fees required in connection with appellate proceedings.