



2020 Weekday Unlimited Plan

Benefits:

- Unlimited year-round golf, Monday-Friday, 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 Weekday Unlimited Plan holder only, guests pay for usage where applicable.

Cost:

- \$180 + tax/month for primary Plan 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 Weekday Unlimited Plan (the "Plan"), (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 Early Bird 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 Plan 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 Plan Holder until he or she has been accepted and full payment of any application fee and Plan fees have been received by The Club. Any application of a Plan 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 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 Weekday Unlimited Plan 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 Plan Holder's legal spouse or children under the age of nineteen (19) living in the same residence.

Weekday Unlimited Plan

The Club currently offers this Plan, which will allow Plan Holders the right to use The Club facilities for recreational purposes from the date of The Club's approval and acceptance of the Plan 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 Plan is not a guarantee of tee time availability. The Plan 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, the Plan 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 Plan, and/or charge of the daily green fee to the open credit card.

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

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

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

Billing and Payment

Plan dues, and other fees and charges payable by a Plan 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 Plan Holder's credit card on file on the 10th of each month. Plan Holders will be responsible for all charges made under their Plan number and are responsible for keeping their number secure and confidential. All Plan Holder accounts shall be supported by a Plan 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 Plan 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 Plan Holder to pay Plan dues, other fees and charges, or billings within the prescribed time period may constitute grounds for suspension or termination of Plan privileges, and the unpaid Plan dues, other fees and charges will be charged to the open credit card. Notwithstanding any notice of a Plan Holder's resignation, suspension, or termination of Plan Holder status, the Plan Holder shall remain liable for all amounts due and payable on the Plan Holder's account, including Plan dues, other fees and charges.



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TERMS AND CONDITIONS CONTINUED

Weekday Unlimited Plan Year

The Plan year is twelve (12) months from the date of issuance of Plan. It is a minimum of a twelve (12) month commitment. **The Plan will automatically renew on a month-to-month basis at the then-current plan rate unless the Plan Holder terminates the Plan 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 Plan Holder. The Plan Holder is required to pay all twelve (12) monthly dues payments for the first Plan year on this agreement. Cancellation of the Plan Holder's Plan for any reason shall not relieve the Plan 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 the Plan Holder.

Club Card Identification Cards

The Club, upon approval and acceptance, will issue a Plan to the Plan Holder. Upon issuance, all Plan Holders must carry their Plan, which must be presented upon request when using The Club facilities. The Club will require the presentation of The Plan at the point of sale for transactions. Plans and Plan Holders privileges are not transferable. Any direct or indirect transfer or attempted transfer shall not be binding on The Club, and may cause the Plan 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 Plan. The Club must be notified immediately of a lost or stolen Plan. The Plan 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 Plans or in any situation where the account number is changed. Upon termination of the Plan for any reason, the Plan Holder shall return his/her card to The Club's Main Office.

Termination

If, with cause, Plan 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 Plan Holder Plan charges and/or fees with not be refunded, in whole or in part.

Before any Plan Holder may be terminated, restricted, suspended or expelled for cause, such Plan 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 Plan Holder is responsible for his/her own actions and omissions, and those of his/her guest. To the fullest extent permitted by law, Plan 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 Plan Holder or anyone from acts Plan 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 Plan Holder under this Agreement for any non-performance or other breach by The Club shall be the return of the Plan Holder's initial payment, less current monthly dues amount without interest. In addition, the Plan Holder specifically acknowledges and accepts the limitations on liability and hold harmless provisions contained in this agreement.

Collection

If The Club account of any Plan 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 Plan Holder, or to enforce any other liability of a Plan Holder to The Club, the Plan 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.