



CREEKMOOR
Property Owners Association, Inc.

**2017
Resident Golf Membership
Application and Agreement**



CREEKMOOR
Property Owners Association, Inc.

Golf Membership Application

Applicant Information:

Applicant's Name _____

Date of Birth ____/____/____ Home Phone _____

Home Address _____

City _____ State _____ Zip Code _____

E-Mail Address _____ Cell Phone _____

Occupation _____ Employer _____

Work Address _____

Work phone # _____ Work e-mail _____

Spouse Information:

Name _____

Date of Birth ____/____/____ E-mail address _____

Occupation _____ Employer _____

Work Address _____ Cell Phone _____

Work Phone # _____ Work e-mail _____

GOLF MEMBERSHIP AGREEMENT

This Golf Membership Agreement (“the Agreement”) is made this ____ day of _____, 20____, (“the Execution Date”) by and between _____, (hereinafter “the Golf Member”), and the Creekmoor Property Owners Association, Inc., a Missouri non-profit corporation in good standing, (hereinafter “the Creekmoor POA”) for the purpose of the purchase and sale of a Golf Membership [and Preferred Member Package] to a Resident of, and/or an Owner at, Creekmoor in accordance with the following terms:

1. The Golf Member shall pay the sum of \$155* a month to the Creekmoor POA as and for monthly membership dues (“the Golf Dues”) for use of all golf related amenities. The amount of the Golf Dues under this Agreement is subject to change annually on a calendar year basis on the first of each year at the discretion of the Creekmoor POA Board of Directors.
2. The Golf Dues shall commence on the fifth (5th) day of the month following the Execution Date, and shall continue from month to month thereafter until the Golf Membership is cancelled, terminated or forfeited under the terms of this Agreement.
3. A Golf Membership is a “family” membership entitling a husband, wife and all children by blood, marriage or adoption under the age of 22 and living in the same residence to enjoy the golf amenities provided by the Creekmoor POA subject to the terms and limitations of this Agreement. A Golf Membership is not assignable or transferable and automatically terminates upon the death of both spouses or the termination for any reason of the POA Membership of the Golf Member as that Membership is defined and controlled by the Declaration. Golf Memberships may not be devised, willed, gifted, transferred, sold, encumbered, or hypothecated, voluntarily or involuntarily, by the Golf Member. Golf Memberships may not be purchased by anyone other than a Member in good standing of the POA as that term is defined in the Declaration, and a Golf Membership shall automatically terminate whenever a Member of the POA transfers his or her Membership or otherwise becomes ineligible for Membership as a result of the sale, transfer or involuntary loss of his or her property at Creekmoor. Suspension of a Member’s rights under the Declaration for any reason shall automatically result in suspension of the Member’s rights under this Golf Membership Agreement.
4. The owner of the Golf Membership sold hereunder understands that it is for a two year term beginning on the execution date and shall not have the right to voluntarily terminate the membership at any time. The Creekmoor POA may waive this provision if good cause is shown.

* The Golf Dues include all applicable Missouri sales tax.

5. This Golf Membership entitles the owner to full access to the Creekmoor Golf Course and facilities without paying green fees.
6. The Golf Member agrees and understands that usage of the Creekmoor Golf Course is based on availability, and is subject to the discretion of the Creekmoor POA.
7. The Golf Member must check-in with the Golf Shop prior to play.
8. Golf Members are not allowed to consume food or beverages not purchased from the Creekmoor Clubhouse Snack Bar or Creekmoor POA authorized vendors on the Creekmoor Golf Course and surrounding property or in the Clubhouse or Golf Shop.
9. The monthly Golf Dues paid or owing are non-refundable regardless of reason.
10. The Creekmoor POA reserves the right to host tournaments, outings, benefits and other special events that may not be open to Golf Members. In such a case, the Creekmoor Golf Course will not be available for use during these events.
11. All monthly Golf Dues are due on or before the 5th day of each month commencing with the month following the Execution Date, and are late if not received by the Creekmoor POA on or before the 5th day of the following month. Each late payment is subject to a \$25 late fee.
12. Tender of any monthly Golf Dues payment with a check that is later returned by a handling financial institution for any reason other than the fault of the Creekmoor POA may result in an additional penalty consisting of reimbursement to the Creekmoor POA for any charges assessed against the Creekmoor POA as a result of the returned check plus the requirement that all future payments be in the form of a fully negotiable money order, certified check or cashier's check.
13. Violation of any of the terms of this Agreement may result in revocation of the Golf Membership hereby granted and/or monetary damages at the election of the Creekmoor POA.
14. The Creekmoor POA is offering to every Golf Member the opportunity to participate in an additional "Preferred Member Package" that entitles the Member to the right to unlimited cart and driving range use for one flat fee of \$1,440 per year. The cost of the Preferred Member Package may be paid in one lump sum or monthly with the charge being added to the Golf or Certificate Membership Fee. The rules and regulations governing the Preferred Member Package are attached to this Agreement as Exhibit "A" and incorporated herein by this reference. By placing the Member's initials in the blank below this paragraph, (along with the

Member's Spouse if the Spouse intends to play under the Golf or Certificate Membership acquired hereunder), the Member has accepted the terms set forth in Exhibit "A".

I am hereby purchasing the Preferred Member Package in addition to the Golf Membership at Creekmoor.

Initials
Member

Initials
Spouse

Each Golf Member, by executing this Agreement, does hereby acknowledge that being on the Creekmoor Golf Course involves certain risks including being hit by golf balls, golf carts, golf clubs, and/or natural disasters such as storms, lightning, flooding and water hazards, all with the risk of bodily injury and/or property loss. Each Golf Member executing this Agreement does hereby expressly assume all such risks and agrees that the Creekmoor POA shall not be liable to the Golf Member, his or her spouse and family, guests and invitees, or anyone claiming any loss or damage resulting from or based upon the Golf Member and his family's use of or being present on the Creekmoor Golf Course, in the Creekmoor Clubhouse, the Golf Shop, or other common property areas of the Creekmoor POA.

WHEREFORE, the parties have executed this Agreement effective as of the date first written above.

Golf Member and Spouse:

**Creekmoor Property Owners
Association, Inc.**

By: _____

Date: _____

EXHIBIT "A"

PREFERRED MEMBER PACKAGE RULES AND REGULATIONS

1. The Preferred Member Package is available to Golf and Certificate Members only who are in good standing with the Creekmoor POA. The Preferred Member Package may not be purchased separately from either the Golf or Certificate Membership.
2. The price of the Preferred Member Package is \$1,440[†] annually and may be paid one lump sum at the time of purchase or may be paid over time, monthly, in addition to the Golf Membership Fee incurred in the Membership Agreement. At the Creekmoor POA's election, the first annual purchase may be pro-rated in accordance with the month in which the purchase is made. Thereafter, the Preferred Member Package will be automatically renewed each year as of January 15th unless the owner provides written notice to the POA to discontinue it. A Preferred Member Package Owner who gives notice of the discontinuance of the package will be required to conform to the provisions of paragraph 5 of the above Golf Membership Agreement prohibiting an owner from renewing for twelve (12) months after termination without paying for accrued and unpaid Preferred Member Package installment payments between the date of termination and the date of renewal.
3. An owner of the Preferred Member Package shall be entitled to unlimited use of golf carts while playing at the Creekmoor course, subject to availability, at no additional cost. Golf carts may not be checked out or driven by anyone under the age of 18 without an adult present.
4. In addition, an owner of a Preferred Member Package shall also be entitled to unlimited use of the driving range and unlimited driving golf balls during said use without charge.
5. If an owner of a Preferred Member Package discontinues or rejects his/her Golf or Certificate Membership, or if his/her POA Membership is suspended, revoked or lost for any reason, the privileges provided by the Preferred Member Package shall also be automatically discontinued as of the same date as the Membership.
6. No refund, discount, credit or offset shall be provided to the owner of a Preferred Member Package against the cost of the package for any reason, including, but not limited to, discontinued use, loss or suspension of general membership privileges, without the express written consent of the Board of Directors of the Creekmoor POA.
7. The amount charged annually for the Preferred Member Package is subject to change, annually each January, without notice at the complete and absolute discretion of the Board of Directors of the Creekmoor POA.
8. All of the terms of the attached Membership Agreement apply equally to the Preferred Member Package. If any term in the Membership Agreement conflicts with these rules and regulations, the Membership Agreement shall control.

[†] The Preferred Member Package price includes all applicable Missouri sales tax.