



Application for 2010 Executive or Associate Annual Memberships

Name _____
(Please print) Last First Middle

Home Phone _____ Office Phone _____

E-mail Address _____

Address _____

City _____ State _____ Zip Code _____

Date of Birth _____ Date of Purchase _____

I would like to apply for the following membership: If this is a renewal please provide Member# _____
_____ Associate _____ Executive

I HEREBY make application to join the Associate or Executive Member Program at the Bayonet / Black Horse Golf Club. I agree to abide by the Club Rules as they now exist or may hereafter be amended. A copy of the current Club Rules are attached and incorporated herein. I understand that as an Associate or Executive Member, I incur no liability for the debts of the Club, nor do I have any proprietary interest in the asset of the Club and/or the Golf Courses, nor do I acquire any rights to the use of the Club facilities except as expressly provided by the Club Rules. I understand that the courses availability may become restricted due to maintenance, tournaments and or special events. I also acknowledge receipt of a copy of this application and the Club Rules.

Cancellation Policy: The Monthly Executive member may elect to cancel, but must do so in writing via letter or fax no less than 30 days prior to the next billing cycle. Monthly dues are payable by the 5th of each month. When canceling, then no part of his/her down payment and current monthly dues will be refunded, but may be retained by the club as compensation, including processing such transaction. If member decides to rejoin within the same year, there will be an assessment of two months back dues plus current monthly dues. All memberships canceled will be required to return their membership card to the Golf Club.

Enclosed is my check made payable to the Bayonet / Black Horse Golf Club for the:

- _____ Executive Member (Good through December 31, 2010)
- _____ Associate Member (Good through December 31, 2010)
- _____ Senior Associate Member (Good through December 31, 2010)

Or – I prefer my annual fee or monthly dues (payable by the 5th of each month) be charged to my: (circle one)

Visa MasterCard American Express Account _____

Exp. Date _____

By signing this application, I also agree and understand that I will be required to pay for starting times for which I fail to follow club rules and guidelines of 24-hour notification of cancellation.

I understand I must furnish a credit card number which will remain on file for the duration of this agreement, authorizing the Club to charge for guaranteed payment of starting times not canceled appropriately.

___ Visa ___ MasterCard ___ American Express

Account: _____ Exp. Date _____ Signature _____ Date _____

My preferred mailing address: _____

Referred by: _____ ID # _____

ACCEPTANCE

Authorized Representative Dated

Bayonet / Black Horse Golf Club



BAYONET / BLACK HORSE CLUB RULES

1. The Executive, Associate, and Twilight Players Club membership programs are granted on a calendar basis. Renewal of these memberships is at the sole option of Bayonet Black Horse Club, referred to as “the club” from here on. These memberships shall be limited, as the club from time to time deems appropriate. Memberships cannot be transferred or encumbered in any manner and privileges automatically terminate upon Applicant’s death.
2. The club will establish an annual fee or monthly dues in such amount as it deems appropriate for Executive, Associate, and Twilight Players Club members. The annual fee for the Executive or Associate Member shall be paid to the club when submitting application. The initial monthly dues for the Twilight Players Club shall be paid to the club when submitting application.
3. Executive, Associate, and Twilight Players Club members must have a starting time reserved through the golf shop. The staff shall assign the starting time depending on availability. All members and guests must register in the golf shop before beginning play and pay appropriate fees, if any, that are assigned to their particular membership. Picture ID and Membership card must be presented at time of check-in. A 24-hour notification is required to cancel a starting time. Members who fail to do so will be required to pay for those starting times.
4. Guest privileges, if any shall be established by the Club from time to time and may vary from season to season or be withdrawn at the discretion of the Club.
5. Executive, Associate and Twilight Players Club members shall be liable for any property damage or personal injury caused by member or guests during use of the Club and / or its facilities. Members shall indemnify and hold the Club and its agents, employees, directors, officers, shareholders and partners, harmless from any and all liability, including damages, costs, expense, and reasonable attorney fees occurring on or arising out of activities upon the Golf Course or its facilities.
6. Executive, Associate, and Twilight Players Club members shall be entirely responsible for his or her own safety and that of members’ guests and the property of each while on the premises and during their use of the Club and its facilities. Members expressly assume and acknowledge the risk of any injury or damage while using or on the golf course and related facilities and, except as precluded by California law, expressly waive any right or claim to bring any cause of action against the owners of the golf course the Club or any of their employees, officers, agents, members, associates or partners for any or all damage or personal injury or property damage of any kind sustained during the use of the Club and / or its facilities.
7. The Club reserves the right to terminate an Executive, Associate or Twilight Players Club membership at any time either for cause or without cause. If an Executive, Associate or Twilight Players Club membership is terminated without cause, the Club will provide a refund of the unused portion of his / her annual fee or monthly dues.
If a Twilight Players Club member elects to resign or cancel their membership, they must do so in writing via letter or fax no less than 30 days prior to the next billing cycle. If they resign or cancel their

membership within the first 30 days of enrollment, they will be charged a cancellation fee. If they decide to rejoin the membership within the same year, there will be an assessment fee charged prior to continuing paying dues for the contracted year. If a Twilight Players Club member is terminated for cause, then no part of his / her monthly dues will be refunded for the current month and their annual contract canceled. "Cause" is defined as willful disobedience of Club Rules or violation of California law.

If an Associate or Executive member elects to resign or cancel their membership or application; or if an Associate or Executive member is terminated for cause, then no part of his / her annual fee will be refunded, but may be retained by the Club as compensation, including for processing such transaction. "Cause" is defined as willful disobedience of Club Rules or violation of California law.

8. The Club Facilities shall be open on the days and during the hours as may be established by the Club. The Club management in its sole discretion, reserves the right to restrict or close the Club's Facilities including the Golf Course for course renovations, scheduled maintenance, repairs, championship events, tournaments and or special events.
9. Executive, Associate, and Twilight Players Club Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the Club Manager and no member or guest shall reprimand or discipline any employee, nor shall a member request an employee to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the management of the club immediately.
10. Relation to membership: To the extent any Rule contained herein is, or may be interpreted as inconsistent with the terms of membership, conditions and disclosures contained in application for the Executive, Associate, or Twilight Players Club membership, the application will be controlling.
11. In the event of any dispute between the parties hereto, the prevailing party shall be entitled to reasonable attorney's fees and costs.
12. Any dispute between the parties hereto shall be submitted to binding neutral arbitration before an arbitrator mutually agreed upon between the parties. If unable to agree on the arbitrator, the presiding judge of Monterey County shall appoint one. All disputes shall be settled or arbitrated in Monterey County, California, which shall be the exclusive venue for all disputes.