



# 2021 Twilight Membership Contract

Name \_\_\_\_\_  
 (Please print)                      Last                                      First                                      Middle

Cell Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

E-mail \_\_\_\_\_ Date of Birth \_\_\_\_\_ Date of Purchase \_\_\_\_\_

If this is a renewal, please provide Member# \_\_\_\_\_ GHIN # \_\_\_\_\_

**PROGRAM CONDITIONS:** The Twilight Membership is an annual program ending on 12/31/2021. **Minimum commitment is 3 months.** Twilight Members are exempt from paying green fees after 2:00pm during Daylight Savings Time and after 12:00pm during non-DST months. Members may play before these times at the posted Associate Member green fee rate. Twilight Membership privileges apply to members only. When playing golf, Members who ride must pay requisite cart fees. Course availability may become restricted due to maintenance, tournaments and or special events.

**CANCELLATION POLICY:** Members who wish to terminate their membership after the required 3-month term must do so in writing via letter or fax no less than 30 days prior to the next billing cycle. Members who terminate their membership prior to the end of their initial three-month commitment will be charged a cancellation fee of \$300.00.

<u>Select</u>	<u>Twilight Membership</u>	<u>Date</u>	<u>Family Member Added</u>
_____	\$300 - Twilight	_____	_____
_____	\$400 - Twilight with Family Member	_____	_____
_____	\$100 - NCGA Membership <i>\$110 after 12/31/20</i>	_____	_____

**Adding a family member** – Please add the above named family member to my account. Family member must be of the immediate family and must reside with the primary member. I hereby authorize Bayonet Black Horse Golf Courses to charge an additional \$100 per family member per month to my credit card. In the event the primary member wishes to cancel and the family member wishes to continue, the family member rate will increase to full rate and he/she will become the primary.

I hereby authorize Bayonet Black Horse Golf Courses to charge my Credit Card for the amount of \$\_\_\_\_\_ each month. An automatic withdrawal/charge will be processed on the 5<sup>th</sup> day of each month. In the event an automatic withdrawal/charge is declined, the membership will be suspended and subject to termination if payment is not received by the 12<sup>th</sup> of the current month.

Three Months Committed:    **Jan    Feb    Mar    Apr    May    Jun    July    Aug    Sept    Oct    Nov    Dec**  
 (Circle 3 consecutive)

I authorize my membership fees (payable by the 5<sup>th</sup> of each month) be charged to my:

\_\_\_ Visa    \_\_\_ MasterCard    \_\_\_ American Express    \_\_\_ Discover

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

Authorized Signature \_\_\_\_\_ Amount Billed to Card each Month: \$ \_\_\_\_\_

**Bayonet Black Horse Staff Use Only**

Date Member Received Gift \_\_\_\_\_ IBS Member# \_\_\_\_\_ Spreadsheet \_\_\_\_\_ Loyalty Points Added \_\_\_\_\_  
 (Assoc. Only)

## BAYONET BLACK HORSE CLUB RULES

1. The Twilight Membership program is granted on a calendar basis. Renewal of membership 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 fees in such amount as it deems appropriate for Twilight Members. Twilight Members must provide a credit card to be kept on file for monthly fees charges. Monthly fees for Twilight Members will be charged to the credit card on file on the 5<sup>th</sup> of each month. Members who have not paid their monthly fees by close of business on the 5th will be suspended until fees are paid. The initial monthly fees for the Twilight Membership shall be paid to the club when submitting application.
3. Twilight Members must have a starting time reserved through the golf shop. A Club employee shall assign the starting time depending on availability. All members and guests must register in the golf shop and pay any requisite green fees and cart fees prior to play. Membership privileges apply to members only. 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. Members must begin play on the first hole unless otherwise directed by a Club employee. Members who violate Club Rules may have their membership suspended or terminated by the Club as outlined in section 8 below.
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. Members must accompany their guests for the duration of their round.
5. Twilight 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. Twilight 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. If a Twilight 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. Twilight Members who resign or cancel their membership prior to the end of their initial three-month commitment will be charged a cancellation fee of \$300.00.

Member  
Initials

Twilight Members may qualify for a medical exemption to suspend or cancel their membership. A member who qualifies for a medical exemption will not be charged fees during their suspension and may be entitled to a refund of the unused portion of his / her annual fee or monthly fees.

Member  
Initials

8. The Club reserves the right to terminate a Twilight Membership at any time either for cause or without cause. If a Twilight Membership is terminated without cause, the Club will provide a refund of the unused portion of his / her annual fee or monthly fees.

If a Twilight Member is terminated for cause, then no part of his / her monthly fees 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.

Member  
Initials

9. 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.
10. Twilight 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.
11. 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 Twilight membership, the application will be controlling.
12. In the event of any dispute between the parties hereto, the prevailing party shall be entitled to reasonable attorney's fees and costs.
13. 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.

Member Signature: \_\_\_\_\_