



2021 Executive & Associate Membership Contract

Name _____
 (Please print) Last _____ First _____ Middle _____

Name _____
 (Please print) Last _____ First _____ Middle _____

Cell Phone _____ Previous Club _____

Address _____

City _____ State _____ Zip Code _____

E-mail _____ Date of Birth _____ Date of Purchase _____

I HEREBY make application to join the Executive or Associate Member Program at the Bayonet Black Horse Golf Course. 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 Executive or Associate 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 course 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: Executive and Associate Members 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. When canceling, then no part of his/her annual fee or current monthly fees will be refunded, but may be retained by the club as compensation, including processing such transaction.

Select **Executive Membership**
 _____ **New Member:** \$600 – Annual Fee
 \$400 Per Month Single Membership
 \$600 with a Spouse

_____ **Membership Renewal:** \$500 – Annual Fee
 \$400 Per Month Single Membership
 \$600 with a Spouse

_____ **NCGA Membership:** Complimentary

GHIN # _____

Select **Associate Membership**
 _____ **New Member:**
 \$400 Single Membership
 \$550 with a Spouse

_____ **Membership Renewal:**
 \$375 Single Membership
 \$525 with a Spouse

_____ **NCGA Membership:** \$100

GHIN # _____

2021 Associate Green Fee Rates	
\$54	Mon-Wed
\$69	Thu-Sun
\$40	Twilight
\$30	Super Twilight (incl. cart)
\$15	Cart Fee (per player)

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 established 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.

I hereby authorize Bayonet Black Horse Golf Course to charge my credit card for the yearly fee of \$_____ (charged at initiation) and monthly fees of \$_____ (payable by the 5th of each month) be charged to the account specified below. 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 12th of the current month.

___ Visa ___ MasterCard ___ American Express ___ Discover

Account: _____ Exp. Date: _____

Signature: _____ Date: _____

Authorized Representative: _____ Dated: _____

BAYONET BLACK HORSE CLUB RULES

1. The Executive and Associate 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 fees in such amount as it deems appropriate for Executive and Associate members. The annual fee for the Executive or Associate Member shall be paid to the club when submitting application. Executive Members must provide a credit card to be kept on file for monthly fees charges. Monthly fees for Executive Members will be charged to the credit card on file on the 5th 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.
 3. Executive and Associate 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 including range balls and restaurant discounts 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.
- Member Initials
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. Executive and Associate 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 and Associate 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 an Executive or Associate member elects to resign or cancel their membership or application; or if an Executive or Associate 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.

Associate Members must be currently active and have paid all membership fees to redeem Loyalty Points. Terminated, suspended or voluntarily withdrawn members shall forfeit their Loyalty Points while inactive.

Executive Members may voluntarily suspend their membership for up to three consecutive billing cycles once during a calendar year. During this time, no part of their annual fee will be refunded, however the Executive Member shall not incur monthly fees. Membership fees will resume at the end of the agreed upon voluntary suspension.

Executive or Associate Members may qualify for a medical exemption to suspend or cancel their membership. A member who qualifies for a medical exemption shall 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 an Executive or Associate Membership at any time either for cause or without cause. If an Executive or Associate Membership is terminated without cause, the Club will provide a refund of the unused portion of his / her annual fee or monthly fees.

If an Executive or Associate Member is terminated for cause, then no part of his / her annual fee or current month's fees will be refunded 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. Executive and Associate 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 Executive or Associate 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: _____