

TWIN LAKES GOLF TERMS - MEMBERSHIP

I. CONDITIONS OF MEMBERSHIP

Membership is open to any individual of good character and responsible credit background without regard to race, sex, ethnic background or religion. All applications for membership are subject to approval by Twin Lakes Golf & Swim Club (hereafter referred to as Twin Lakes) which shall have sole discretion to approve or reject applicants.

Membership entitles the member to the use of specified facilities during normal hours of operation.

All members will be issued a 2019 membership card to identify themselves as a member and as authorization to make on account charges (available to unlimited golf and range members).

A "family" membership may consist of a set of parents and their children, 23 years of age and younger.

Personal carts may be driven to the Twin Lakes clubhouse by a licensed driver, but the cart must be registered by the member with the pro shop and Twin Lakes must be provided with a valid certificate of insurance. Twin Lakes will provide the member parking at the clubhouse and a yearly pass which must be visibly displayed on the cart.

Declining Balance memberships may not be used for the purchase of other membership programs, golf leagues, golf outings, discounted greens fees, or social events.

Twin Lakes reserves the right to limit the number of Declining Balance foursomes per day.

USGA handicap services are not included with the Declining Balance membership.

A non-refundable, \$50.00 replacement fee will be charged to a declining balance account if the card is lost or stolen.

The sale of memberships are subject to their availability and are subject to change.

ALL MEMBERSHIPS ARE NON-REFUNDABLE

II. DUES

The obligation to pay dues is not dependent upon the availability or the member's use of all the Club's facilities. Repairs, improvements, emergencies, events, etc. may require the restriction or closing of some or all areas from time to time. Dues will not be suspended or refunded during the time when certain facilities are not available. Twin Lakes will make reasonable efforts to ensure that all areas of the Club are in suitable operating condition at all times.

III. TERM OF MEMBERSHIP

The membership begins on date purchased for the period specified. Memberships run continuously, and no temporary suspensions are allowed because of travel schedules or personal needs.

Balances remaining on Declining Balance memberships at the end of 2019 may be carried over to the following year.

The payment plan does not apply to Declining Balance memberships.

IV. SUSPENSION OR TERMINATION OF MEMBERSHIP

Management has the right to immediately suspend and/or terminate any membership for non-payment of dues, program fees, rule violations, or for behavior that may diminish the enjoyment of the Club by other members. In such an event, the Club has the right to immediately collect the total amount of dues which would be payable by the member during the remaining term of their membership, together with all costs of collection.

V. TRANSFERRING/CANCELLING MEMBERSHIPS

Memberships are non-transferable and non-refundable.

If a family moves from the area, a membership refund may be given according to the following circumstances:

- A. Notification in writing by March 1, 2019—
A full refund for dues paid between November 1, 2018, and February 28, 2019, less a \$100.00 processing fee (applies to Declining Balance Memberships purchased for the 2019 season, which have not yet been used).
- B. Notification in writing by May 31, 2019—
Half the annual dues, paid between November 1, 2018, and April 30, 2019, refunded (does not apply to Declining Balance Memberships).

VI. TEE TIME POLICY

Members of Twin Lakes will be allowed to reserve tee times up to 30 days in advance, except for Junior Members, who may only reserve tee times one day in advance. Members will be allowed to cancel reservations up to 24 hours in advance. In the event of a no show or non-cancellation, the member shall be responsible for the payment of the reserved tee times at the regularly quoted greens fee charge for the time reserved. Repeated violations of the tee time policy may result in the suspension and/or termination of the membership. All attempts will be made by Twin Lakes to fill reservations of less than four players.

VII. PAYMENT OF CHARGES

On account charges will automatically be billed monthly to the member credit card presented with their membership agreement. Charges will be posted to member's credit card account within 30 days of the prior month's end. Statements detailing member charges will be provided upon request. It is the responsibility of the member to ensure that Twin Lakes is in possession of a valid credit card number and that their charging accounts are paid in full on a monthly basis. In the event any Twin Lakes charges cannot be paid in full with a valid credit card, charging privileges will be denied or suspended. Charging privileges may be restored at the discretion of club management upon receipt of payment in full.

VIII. LIABILITY/WAIVER OF CLAIMS

I. It is expressly agreed that all use of the Club facilities' equipment and programs shall be undertaken by a member or guest at his/her sole risk, and Twin Lakes shall not be liable for any injuries or any damage to any member or guest, or be subject to any claim, demand, injury or damages whatever, including, without limitation, those damages resulting from acts of active or passive negligence on the part of Twin Lakes, its owners, employees, officers or agents. The member, for himself or herself, and on behalf of his or her executors, administrators and assignees does hereby expressly forever release and discharge Twin Lakes, its successors and assignees, as well as its owners, officers or agents, for all such claims, demands, injuries, damages, actions or causes of action.

II. It is expressly agreed that Twin Lakes shall not be responsible or liable to members or their guests for articles lost or stolen at the Club. Twin Lakes also shall not be liable for loss or damage to any other property of members or their guests, including their automobiles, golf carts, and contents therein.

OTHER

I. Twin Lakes reserves the right to close the facility for private functions.

II. The Twin Lakes Golf terms, contained herein are not inclusive. Changes, deletions, or additions to club terms, rules and regulations, fees, and dues may be made from time to time by club management. Members are required to abide by these changes.

III. Twin Lakes has the right to limit member play at any time.



TWIN LAKES SWIM & TENNIS TERMS - MEMBERSHIP

I. CONDITIONS OF MEMBERSHIP

Membership is open to any individual of good character and responsible credit background without regard to race, sex, ethnic background or religion. All applications for membership are subject to approval by Twin Lakes Golf & Swim Club, (hereafter referred to as Twin Lakes Swim Club) which shall have sole discretion to approve or reject applicants.

All members will be issued a 2019 membership card to identify themselves as a member and as authorization to make on account charges.

Membership entitles the member to the use of specified facilities during normal hours of operation.

The sale of memberships are subject to their availability.

Personal carts may be driven to the Twin Lakes clubhouse by a licensed driver, but the cart must be registered by the member with the pro shop and Twin Lakes must be provided with a valid certificate of insurance. Twin Lakes will provide the member parking at the clubhouse and a yearly pass which must be visibly displayed on the cart.

Membership to the Twin Lakes Swim Club is valid from May 25, 2019 through September 2, 2019.

ALL MEMBERSHIPS ARE NON-REFUNDABLE

II. INITIATION FEES

The initiation fee is a one time fee payable in full at the time of joining. If there is a break in the annual payment of membership dues, a \$175 reinstatement fee will be required.

III. DUES

Dues paid in full grant the member use of the swim & tennis club facilities for all immediate family members (excluding children over 23 years of age) and on account charging privileges as set forth by Twin Lakes, for all immediate family members (excluding children over 23 years of age).

The obligation to pay dues is not dependent upon the availability or the member's use of all the Club's facilities. Repairs, improvements, emergencies, events, etc. may require the restriction or closing of some or all areas from time to time. Twin Lakes Swim Club will make reasonable efforts to assure that all the areas of the Club are in suitable operating condition at all times.

IV. TERM OF MEMBERSHIP

The membership begins on date purchased for the period specified and continues until terminated by either party under conditions stated herein. Memberships run continuously, and no temporary suspensions are allowed because of travel schedules or personal needs.

V. SUSPENSION OR TERMINATION OF MEMBERSHIP

Management has the right to immediately suspend and/or terminate any membership for non-payment of dues or program fees, rule violations, or for behavior that may diminish the enjoyment of the Club by other members. In such an event, the Club has the right to immediately collect the total amount of dues which would be payable by the member during the remaining term of their membership, together with all costs of collection.

VI. TRANSFERRING/CANCELLING MEMBERSHIPS

Memberships are non-transferable and non-refundable. If a family moves from the area, a membership refund may be given according to the following circumstances:

- A. Notification in writing by May 1, 2019 -
A full refund for initiation fee and dues, paid between November 1, 2018 and May 1, 2019, less a \$100 processing fee.
- B. Notification in writing by June 30, 2019 -
Half the annual dues, paid between November 1, 2018 and June 30, 2019, refunded. Initiation fee is non-refundable.

VII. PAYMENT OF CHARGES

On account charges will automatically be billed monthly to the member credit card presented with their membership agreement. Charges will be posted to member's credit card account within 30 days of prior month's end. Statements detailing member charges will be provided upon request. It is the responsibility of the member to ensure that Twin Lakes is in possession of a valid credit card number and that their charging accounts are paid in full on a monthly basis. In the event any Twin Lakes charges cannot be paid in full with a valid credit card, charging privileges will be denied or suspended. Charging privileges may be restored at the discretion of club management upon receipt of payment in full.

VIII. LIABILITY/WAIVER OF CLAIMS

I. It is expressly agreed that all use of the Club facilities' equipment and programs shall be undertaken by a member or guest at his/her sole risk, and Twin Lakes Swim Club shall not be liable for any injuries or any damage to any member, member's child caregiver, or guest, or be subject to any claim, demand, injury or damages whatever, including, without limitation, those damages resulting from acts of active or passive negligence on the part of Twin Lakes Swim Club, its owners, employees, officers or agents. The member, for himself or herself, and on behalf of his or her executors, administrators and assigns does hereby expressly forever release and discharge Twin Lakes Swim Club, its successors and assigns, as well as its owners, officers or agents, for all such claims, demands, injuries, damages, actions or causes of action.

II. It is expressly agreed that Twin Lakes Swim Club shall not be responsible or liable to members or their guests for articles lost or stolen at the Club. Twin Lakes Swim Club also shall not be liable for loss or damage to any other property of members or their guests, including their automobiles and contents therein.

OTHER

I. GUESTS

Guests may use the swim and tennis club facilities only when accompanied by a member and upon payment of a \$7.00 guest fee per person per day (guest fee subject to change).

II. RULES AND REGULATIONS

The Twin Lakes Swim Club terms, herein are not inclusive. Consult the Twin Lakes Swim Club "Rules and Policies Guide". By signing, I/We acknowledge receipt and understanding of policies contained therein.

III. MEMBERSHIP ADD-ONS

A Child Caregiver can be added to the membership in order to provide care/assistance to small children for a fee of \$100.00.

IV. CHANGES

Changes, deletions or additions to club terms, rules and regulations, fees and dues may be made from time to time by club management. Members are required to abide by these changes.

V. SPECIAL EVENTS

Twin Lakes Swim Club reserves the right to close the swim and/or tennis facilities for private functions and special events.