



# TUMBLE CREEK CLUB<sup>®</sup>

**RESIDENT GOLF  
MEMBERSHIP AGREEMENT**

**PERSONAL**

Applicant's Name

\_\_\_\_\_ First \_\_\_\_\_ Middle Initial \_\_\_\_\_ Last

Social Security Number

Birth Date

\_\_\_\_\_ Month \_\_\_\_\_ Date \_\_\_\_\_ Year

Applicant's Alma Maters

\_\_\_\_\_

Spouse's Name

\_\_\_\_\_ First \_\_\_\_\_ Middle Initial \_\_\_\_\_ Last

Social Security Number

Birth Date

\_\_\_\_\_ Month \_\_\_\_\_ Date \_\_\_\_\_ Year

Spouse's Alma Maters

\_\_\_\_\_

Primary Address

\_\_\_\_\_

Secondary Address

\_\_\_\_\_

Telephone Primary

Telephone Secondary

E-mail Address

Fax Number

\_\_\_\_\_

Anniversary Date

\_\_\_\_\_

Immediate Family Members: Children under the age of 36, and their spouses and children:

	Name	Birth Date	Charge Privileges	
			Yes	No
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

Extended family members:

Children not listed above, parents and grandchildren who will have extended family privileges.

	Name	Relationship
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	_____	_____
13.	_____	_____

**OCCUPATION / BUSINESS**

Business Name

Title

Business Address

Telephone

Number of Years

Retired

Fax Number

E-mail Address

Website

Spouse's Business Name

Title

Business Address

Telephone

Number of Years

Retired

Fax Number

E-mail Address

Website

I hereby . approve . disapprove of having my name, address and phone number listed in the Club Membership Directory.

Preferred Billing Address

. Primary

. Secondary

. Business

Preferred Club Mailing Address

Primary

. Secondary

. Business

**PERSONAL REFERENCES**

1. Name

Telephone

Years Known

Address

2. Name

Telephone

Years Known

Address

**BANKING RELATIONS**

1. Name of Institution

Officer to Contact

Address

Telephone

Fax Number

E-mail Address

2. Name of Institution

Officer to Contact

Address

Telephone

Fax Number

E-mail Address

## CLUB REFERENCES

1. Club Name		Type
<hr/>		
Address		
<hr/>		
Telephone	Year Accepted	Present Member
<hr/>		
Fax	Contact Person	E-mail
<hr/>		
2. Club Name		Type
<hr/>		
Address		
<hr/>		
Telephone	Year Accepted	Present Member
<hr/>		
Fax	Contact Person	E-mail
<hr/>		
3. Club Name		Type
<hr/>		
Address		
<hr/>		
Telephone	Year Accepted	Present Member
<hr/>		
Fax	Contact Person	E-mail

**I. APPLICATION FOR RESIDENT MEMBERSHIP**

The undersigned Applicant hereby applies for a Resident Membership in the Tumble Creek Club (the "Club") and submits to the Club the Applicant information set forth on Addendum A, which is made a part of this Application. Applicant represents to the Club that the information on Addendum A is true and correct and may be relied upon by the Club. This Application will not be acted upon unless fully completed and signed, and shall be effective upon execution by both the Applicant named below and the Club and the Applicant's payment of the required Membership Deposit. Membership is contingent upon approval, which approval shall be in the Club's sole and absolute discretion. In the event that this Agreement is not acted upon favorably by the Club, the Applicant will have any payment made to the Club returned, without interest.

Applicant verifies qualification for a Resident Membership in the Club by virtue of:

Check One:

\_\_\_\_\_ Applicant's primary ownership of a residential property in the Tumble Creek Community (the "Community")

\_\_\_\_\_ Applicant's joint ownership with another party of residential property in the Tumble Creek Community

**II. MEMBERSHIP PLAN**

By execution of this Application, the undersigned Applicant acknowledges receipt of the Club Membership Plan and Club Rules and Regulations dated \_\_\_\_\_ and numbered \_\_\_\_ (collectively, together with all amendments thereto from time to time, the "Membership Plan"). Applicant represents to the Club that it has fully reviewed and understands the Membership Plan prior to executing this Application. With full knowledge of the terms and conditions set forth in the Membership Plan, which Membership Plan is incorporated into this Agreement as if fully set forth herein, Applicant agrees to be bound by the terms and conditions of the Membership Plan as the same is amended from time to time by the Club. Applicant understands that the Club may amend the Membership Plan, at any time, in its sole and absolute discretion, and that Applicant will be bound by any such amendments. Terms defined in the Membership Plan shall apply to this Agreement. In the event of a conflict between the terms of this Agreement and the Membership Plan, the Membership Plan shall control.

**III. APPLICANT CHARGES: PAYMENT OF MEMBERSHIP DEPOSIT DUES, FEES AND CHARGES**

Applicant hereby agree to pay to the Club the following membership deposit, including any applicable sales tax, or other taxes:

<u>MEMBERSHIP DEPOSIT</u>	<u>AMOUNT PAID WITH AGREEMENT</u>	<u>AMOUNT OWED</u>
\$ _____	\$ _____	\$ _____

Applicant hereby agree to pay to the Club the annual Club membership dues, and all other Club fees and charges, including any applicable sales tax, or other taxes, for the Resident Golf Membership category. The current amount of dues for each membership category is described on a separate Schedule of Dues, Fees and Charges, and is subject to change.

**[Check appropriate box below. Credit card information must be completed regardless of option chosen.]**

Credit Card Authorization. Applicant hereby requests that all Club dues, fees and charges be billed to the credit card listed below and hereby authorize such billing by the Club.

Applicant certifies that the below listed card is issued to Applicant, or Applicant's authorized representative, and agrees that all disputes on said credit card account relating to the Club will be promptly brought to the Club's attention. Applicant agrees that Applicant is obligated to keep a valid approved credit card on file with the Club at all times and that Applicant is responsible for any amounts that are not paid by the credit card company.

Credit Card Type \_\_\_\_\_ Name on Credit Card \_\_\_\_\_

Credit Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

Cardholder Signature \_\_\_\_\_

Club Account: Applicant hereby request that all dues, fees and charges be billed to Applicant directly through Applicant's club account. Applicant hereby authorizes the Club to charge the credit card listed below for any delinquent amount not paid directly by Applicant.

Applicant certifies that the below listed card is issued to Applicant, or Applicant's authorized representative, and agrees that all disputes on said credit card account relating to the Club will be promptly brought to the Club's attention. Applicant agrees that Applicant is obligated to keep a valid approved credit card on file with the Club at all times and that Applicant is responsible for any amounts that are not paid by the credit card company.

Credit Card Type \_\_\_\_\_ Name on Credit Card \_\_\_\_\_

Credit Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

Cardholder Signature \_\_\_\_\_

In the event that any amounts owed to the Club are not paid on a timely basis, Applicant understands that Applicant may be charged a late payment charge in accordance with the Rules and Regulations. Applicant further understands that if Applicant fails to pay any club account by the end of the month in which the statement is delivered, that the Club shall have the right to charge the above credit card on file with the Club for the delinquent amount, including and late payment charges.

#### **IV. APPLICANT ACKNOWLEDGMENT**

Applicant acknowledges that Applicant has had an opportunity to inspect the Club Facilities, and inspect and review all documents and information he believes necessary to make an informed decision to execute this Agreement. Applicant further acknowledges that Applicant has the right to consult with an attorney and accountant in connection with the execution and submittal of this Agreement, that Applicant has had sufficient time to consult with an attorney and accountant in connection with the execution and submittal of this Agreement, and that Applicant has consulted with an attorney and accountant to the extent Applicant believes such advice is necessary.

#### **V. HOLD HARMLESS**

Applicant hereby acknowledges that the use of the Club Facilities and any privilege or service incident to Membership is undertaken with knowledge of the risk of possible injury. Applicant hereby accepts any and all risk of injury to Applicant, Applicant's guests and family sustained while using the Club Facilities or involved in any event or activity incident to Membership and agrees to indemnify and defend the Club from any claim made against the Club relating to any such personal injury. In accepting the risk of injury, Applicant understands that Applicant is relieving the Club and those employed by or affiliated with the Club from any and all loss, cost, claims, injury, damage or liability sustained or incurred by Applicant, Applicant's guests and family resulting from or arising out of any conduct or event connected with Membership and use of any of the Club Facilities.

#### **VI. VERIFICATION OF APPLICANT QUALIFICATIONS**

Upon signing this Application, Applicant authorizes the disclosure and release of information requested by the Club for purposes of investigating Applicant's qualifications for Membership, including, but not limited to, law enforcement records and credit history, and authorizes those persons or entities herein to furnish information to the Club, including, but not limited to Applicant's banking institution and credit card companies. Applicant agrees to hold

the Club harmless from any and all such acts. Applicant understands that the Club will solicit a background check, and further authorizes those persons or entities set forth in Addendum A to furnish all information requested by the Club.

**VI. MISCELLANEOUS TERMS**

This Application shall be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of laws. Applicant agrees to submit to the jurisdiction of the Washington courts with respect to any dispute arising out of or relating to this Agreement.

Applicant understands that acceptance and continuation of this Membership is subject to payment of the applicable Applicant Charges and such other dues, fees, minimums and other charges as may be charged from time to time. Applicant also understands that there are no Club privileges until the Applicant Charges are paid and without such the membership is considered non-active.

APPLICANT HEREBY ACKNOWLEDGES THAT APPLICANT IS ACQUIRING MEMBERSHIP FOR THE SOLE PURPOSE OF OBTAINING RECREATIONAL USE OF THE CLUB FACILITIES, AND NOT AS AN INVESTMENT OR FOR ANY ECONOMIC BENEFIT OR PROFIT. FURTHER, APPLICANT AGREES AND ACKNOWLEDGES NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS NOT CONTAINED IN THE MEMBERSHIP PLAN AND THIS AGREEMENT, AND IF GIVEN OR MADE, SUCH INFORMATION HAS NOT BEEN RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CLUB OR TO MAKE A DECISION TO ACQUIRE A MEMBERSHIP. APPLICANT HAS NO EXPECTATION OF PROFIT OR ECONOMIC BENEFIT INCIDENT TO ACQUIRING AND HOLDING A MEMBERSHIP IN THE CLUB.

**VII. CONVERSION TO EQUITY MEMBERSHIP PROGRAM**

Applicant acknowledges that the Club owner has the option, but not the obligation, to convert the Club to an equity member-owned club in accordance with the provisions of the Membership Plan.

If the Applicants are married and the Membership is to be held in the name of both spouses, the signatures of both spouses are required. If an Applicant is unmarried or a married Applicant's Membership is issued in only one name, the individual named as the Member must sign below. If an Applicant has a Designated Family Member and the Membership is to be held in the name of both persons, the signature of both the Applicant and the Designated Family Member is required. If Applicant is an entity, the authorized representative of the entity must sign below on behalf of the entity, and the person designated by the entity to exercise the Membership privileges must also sign below.

An Addendum to this Agreement  is  is not attached.

**ADDENDUM A**

**To**

**MEMBERSHIP APPLICATION**



Dated: \_\_\_\_\_

Primary Applicant's Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Primary Applicant's Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

This Membership Agreement shall not be binding on the Club until the acceptance below is signed by the Club.

**ACCEPTED FOR MEMBESHIP BY TUMBLE CREEK CLUB**

**TUMBLE CREEK GOLF, LLC,**  
a Washington limited liability company  
d/b/a Tumble Creek Club

**By: NEW SUNCADIA, LLC,**  
a Delaware limited liability company  
Its Managing Member

By: Suncadia Operating Member, LLC  
a Delaware limited liability company  
Its Managing Member

By: LDD Suncadia Manager, Inc.  
a Delaware corporation  
Its Manager

By \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Tumble Creek Club  
851 Honolulu Drive  
Cle Elum, Wa 98922  
509.649.6481