



1929

WOODCREST COUNTRY CLUB

EARLY PAY INCENTIVE

APPLICATION AND MEMBERSHIP AGREEMENT

INDIVIDUALS AND FAMILIES WHO PAY THEIR MEMBERSHIP DUES IN FULL BY NOVEMBER 15, 2020 WILL RECEIVE THE INCENTIVE RATES, SHOWN BELOW. FULL DUES PAYMENT MUST BE RECEIVED ON OR BEFORE 11/15/20 TO RECEIVE THE DISCOUNTED RATES FOR 2021 MEMBERSHIP. NO EXTENSIONS WILL BE GRANTED. MEMBERS MUST BE CURRENT ON THEIR ACCOUNT IN ORDER TO RECEIVE EARLY PAY DISCOUNT. MUST COMPLETE THE CREDIT CARD AUTHORIZATION FORM ON THE LAST PAGE OF THIS PACKET.

This Membership Agreement is entered into as of _____ 20_____, between The Village at Woodcrest LLC (“the Club”), and/or its assigns and

_____ (the undersigned individual(s) hereafter, “Member”). Unless otherwise defined in this Membership Agreement, or the context hereof otherwise requires, all capitalized terms appearing herein shall have the meanings ascribed to them in the Rules and Regulations, as may from time to time be adopted (hereafter “Rules and Regulations”).

1. **Agreement to Purchase Membership.** Member agrees to purchase the following category or categories of membership in the Club (“Membership”) and be billed and pay according to the payment option selected:

Membership Classification	Total Cost with Tax
Advancing Single Golf, 30-39	\$3,795.00
Professional Single Golf, 40 & up	\$5,595.00
Advancing Family Golf, 30-39	\$4,195.00
Professional Family Golf, 40 & up	\$6,845.00
Young Professional Golf, 22-29	\$2,695.00
Young Professional Family Golf, 22-29	\$3,095.00
Weekday Single Golf	\$4,195.00
Weekday Family Golf	\$4,995.00
Married Couples Golf	\$6,195.00
Junior, 21 & under	\$1,150.00
Pool	\$795.00
Social Golf	\$1,050.00
Executive Silver	\$2,600.00
Executive Gold	\$4,800.00
Executive Platinum	Additional \$400 added to Silver or Gold

Above are the early pre-pay incentive rates valid for early payment until November 15, 2020.

2021 rates will go into effect November 16, 2020.

All membership dues are inclusive of state sales tax

All Memberships must be paid in full.

A. **Annual Renewal of Membership.** On or before January of every year following the date hereof, the Club will publish a rate schedule detailing the annual membership fees for that succeeding year. By paying, in part or in whole, for my annual membership in the succeeding year, I hereby agree to be bound by the terms and conditions of membership included herein. Renewing members shall automatically be subject to the then current membership agreement in effect and available from the Club or on the Club's website.

2. **Benefits and Privileges of Membership.** Members are entitled to the specific Benefits and Privileges of their respective class of Membership as set out in the Rules and Regulations, as amended from time to time in the sole and absolute discretion of the Club.

3. **Membership Fees.** The fees payable by Member to the Club include the annual dues (the "Dues") as set forth above and the following additional fees as follows:

Additional Fees, subject to change from time to time.

Cart Fees (per person)	
18 Hole Cart	\$30.00
9 Hole Cart	\$20.00
Walking Trail Fee	\$15.00

B. Certain membership categories may include a certain number of golf rounds (e.g. Social Membership and Executive Memberships). For these membership categories, golf rounds must be used in the membership year and may not carry over to subsequent years. No credit is given for any unused golf rounds.

4. **Additional Account Terms and Conditions.** All pricing is before applicable taxes. Member acknowledges that the Club shall have the right to increase or decrease the amount of Dues, and the Initiation Fee (if any) and may impose a food minimum for each category of Membership in the Club from time to time. Any such increase or decrease in the Dues or Minimum shall be effective as of such date or dates as may be specified by the Club. If this Membership has charging privileges pursuant to a membership account established hereunder, payment of account is due in full upon receipt of the monthly statement and must be received at the Club by the 15th day of the month in which the statement is mailed. Member agrees to pay the account when due. Failure to dispute any charges within 30 days of the billing date shall mean the charges have been accepted as current. Member agrees that the Club may assess a late charge for past-due accounts in the maximum amount allowable by law or 1.5 percent per month whichever is greater. Member must complete information necessary to process payment of account by a credit card and hereby authorizes Club to process a charge to the credit card for all charges and fees that are 30 days past due. Payments on delinquent accounts apply first to reduce late charges and accrued dues and then to any other charges. Dues and other Club charges are considered luxuries under all applicable laws. Member agrees to pay all reasonable attorney fees, investigator fees, and costs in the event this account is turned over for collection. The returned check fee is \$25. The Club shall also have the right to post members' names and outstanding balances prominently and publicly for any account more than 30 days past due.

5. **Membership Selection.** The Club shall have the right, in its sole and absolute discretion, to accept or decline any membership (whether new or renewing) in the Club and cancel any said membership for any reason. Decisions regarding Club Membership shall be made by the Club without regard to race, color, national origin, sex, religious preference, creed, or any disabilities of the Applicant.

6. **No Ownership or Right to Participate in Management.** Member hereby acknowledges and agrees that Membership in the Club does not include (i) any ownership or other proprietary interest in any of the assets of

the Club; (ii) any right to receive or participate in the earnings of the Club; or (iii) any voting rights or any right to participate in the management of the Club. Applicant acknowledges and agrees that Membership in the Club grants only a revocable non-exclusive license in favor of the Member, the Member's Family, and the Member's guests, to use the Facilities, in accordance with the terms and conditions of this Membership Agreement and the Rules and Regulations, as same may be amended from time to time in the Club's sole discretion.

7. **Rules and Regulations of Membership.** Member hereby acknowledges that the Membership is subject to the Rules and Regulations for the Club, and the Pool Rules, as may from time to time be adopted, and hereby agrees to be bound by the terms and conditions of each such document, as each may be amended or modified from time to time. Member may become subject to suspension or expulsion from the Club, pursuant to applicable provisions contained in the Rules and Regulations. Member acknowledges and agrees that the Club reserves the right, in its sole and absolute discretion, to terminate memberships in the Club, to discontinue operation of any or all of the Facilities, to sell or otherwise dispose of the Facilities in any manner, and to make any other changes to the terms and conditions of Membership or use of the Facilities.

8. **Golf Carts & Golf Boards.** Member agrees to obey the rules and regulations of Club with respect to the operation of golf carts and golf boards (if any) on the property and agrees to surrender said cart in the same condition as received, reasonable wear and tear accepted. Damage to a cart or a golf board while in Member's possession is the sole responsibility of the Member. Member agrees to pay all damages to cart or golf board while in his/her possession. Member also agrees to indemnify and hold harmless Club, its agents, servants, and employees from any damages or loss arising from or in any way relating to the use or your Guest's use of said cart and does hereby release Club, its agents, servants and employees from any and all damage whatsoever arising out of the use of said cart or golf board.

9. **No Hypothecation or Pledge of Membership.** Member hereby acknowledges and agrees that upon the issuance of the Membership to Member, Member may not hypothecate, pledge or otherwise encumber the Membership subscribed for herein, whether voluntarily or involuntarily, and that any attempt to do so shall be void and of no force or effect.

10. **Guaranty.** Member agrees to be responsible for all Dues and other charges at any time incurred by the Member, the Member's family and guests. By executing this Agreement, Member unconditionally and irrevocably guarantees the full and timely payment of any Dues and charges or other sums which may become payable to the Club by Member pursuant to this agreement.

11. **Resignation.** A Member may resign from the Club at the end of the agreed obligation (annual contract expires December 31st). **No resignation shall be effective until any unpaid financial obligations to the Club have been settled. Resigned Members remain liable for all annual dues and late fees for the membership year. No early termination of membership by Member is permitted and the Club will not refund any membership dues that have been paid.** All resignations must be in writing, sent by certified mail, at least thirty (30) days prior to the end of the year.

12. **Indemnification.** By executing this Agreement, Member hereby agrees to indemnify, defend and hold Club, Cherry Hill Land Associates, LLC (and their respective owners, directors, partners, officers, operators, employees and other agents) harmless from and against any and all liabilities, costs (including reasonable attorney's fees), claims, demands or damages incident to or arising out of or relating to the acts or omissions of the Member, their Family or guest(s), and their respective use or occupancy of the Facilities. Member agrees that it shall be responsible for any damage that Member or Member's guests cause to the Club or the Golf Course and for any damage or bodily injury caused by golf balls hit by Members or Member's guests, whether on Club property or on neighboring roads or properties.

13. **Photographic Release.** Member hereby grants, on behalf of Member, Member's family and Member's guests, the absolute and irrevocable right and unrestricted permission concerning any photographs taken or may be taken of Member, Member's family and Member's guests or in which any may be included with others, to use, reuse, publish, and republish the photographs in whole or in part, individually or in connection with other material, in any and all media now or hereafter known, including the internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration. Member hereby releases and discharges Club, on behalf of Member, Member's family and Member's guests, from any and all claims and demands that may arise out of or in connection with the use of the photographs, including without limitation any and all claims for libel or violation of any right of publicity or privacy. This authorization and release shall also inure to the benefit of the Members, legal representatives, and assigns of Club, as well as the person(s) for whom Club took the photographs. This release shall be binding upon Member, Member's family and Member's guests and our heirs, legal representatives, and assigns.

14. **Assignment.** Member shall not be permitted to assign or in any way transfer Member's rights or obligations under this Agreement and any attempt to do so shall be void and of no effect. The Club shall have the right to assign its rights and obligations under this Agreement, and this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are superseded hereby and merged herein. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements have been made, orally or otherwise, by any party, or anyone acting on behalf of any parties which are not embodied herein.

16. **Severability.** The parties hereto agree that if any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy, or otherwise unenforceable for any reason whatsoever, the remaining provisions of this Agreement shall remain in full force and effect.

17. **Attorney's Fees.** In the event of any legal action by the Club to enforce this agreement, or including, without limitation, arbitration, regarding the subject matter of this Agreement, the Club shall be entitled to reasonable attorney's fees in addition to court costs and other expenses incurred in said legal or arbitration action, regardless of whether such legal action is prosecuted to judgment.

18. **Governing Law.** This Agreement shall be construed, performed, and enforced in accordance with the laws of the State of New Jersey.

19. **Arbitration.** Any controversy, dispute, or claim between or among Member and the Club shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitration shall be the sole and exclusive remedy in the event of any such controversy, dispute or claim which shall arise, except for actions by the Club to collect outstanding Dues and other charges at any time incurred by the Member, the Member's family and guest, which may be initiated by the Club in the applicable court system.

Member Information

Name: _____

Birth Date: _____

Member Email Address: _____

Membership Classification: Please check box.

- | | |
|---|--|
| <input type="checkbox"/> Advancing Single Golf | <input type="checkbox"/> Married Couples Golf |
| <input type="checkbox"/> Professional Single Golf | <input type="checkbox"/> Junior Golf |
| <input type="checkbox"/> Advancing Family Golf | <input type="checkbox"/> Corporate |
| <input type="checkbox"/> Professional Family Golf | <input type="checkbox"/> Executive Silver Membership |
| <input type="checkbox"/> Young Professional Single Golf | <input type="checkbox"/> Executive Gold Membership |
| <input type="checkbox"/> Young Professional Family Golf | <input type="checkbox"/> Executive Platinum Membership |
| <input type="checkbox"/> Weekday Single Golf | <input type="checkbox"/> Pool |
| <input type="checkbox"/> Weekday Family Golf | <input type="checkbox"/> Social Golf |

Spouse's Name (if applicable): _____ Spouse's Birth Date: _____

Spouse's Email Address: _____

Please complete the following for any dependents under the age of 21, residing with member who will have Club and pool access:

Dependent Name: _____	Birth Date: _____
Dependent Name: _____	Birth Date: _____
Dependent Name: _____	Birth Date: _____
Dependent Name: _____	Birth Date: _____

Mailing Information

All Member statements will be emailed unless directed otherwise. Member statements are also available to view and pay online through the member portal on our website.

I wish to receive my statement by mail.

Home Address:

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____

Business Address:

Business Name: _____ **Position:** _____

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____

Fax: _____

Payment Information

I wish to pay my initial membership fee by:

Check Cash Credit*

Checks can be mailed or dropped off to the Pro Shop:

Attn: Accounting Department

300 East Evesham Road

Cherry Hill, NJ 08003

***Credit card charges subject to a surcharge (currently 3.0%) that is equal to WCC's cost of acceptance imposed by the credit card company.**

Member Credit Card Authorization Form for Monthly Charges

The Village at Woodcrest, LLC ("WCC") is hereby authorized to charge my Credit Card, as specified below, without notice, for my charged balance, for goods, merchandise, carts, services, and golf. I will be personally liable for all charges to my Credit Card, whether made by me personally or by an authorized user of mine. I hereby agree to notify WCC immediately and in writing if my Credit Card expires or does not accept charges for any reason. **WCC shall impose a surcharge on all credit card transactions that is equal to WCC's cost of acceptance imposed by the credit card company, currently 3.0%.**

As stated above, I hereby authorize WCC to charge my:

American Express Visa Mastercard Discover

Credit Card Number: _____

Expiration Date: ____/____/____ **Security Code:** _____

Name as it appears on the Card: _____

Billing Address for Card: _____

City: _____ **State:** _____ **Zip:** _____

I understand that my signature on this page and on this contract, along with a copy of both sides of the signed credit card, will serve as my authorized signature on the credit card slip.

Signature of Card Holder

Print Name

The undersigned and all members of the family included in this Membership request agree to the membership agreement and to abide by all Rules & Regulations of Club. I understand that this membership is an annual membership that expires on December 31 of each year. Additionally, the undersigned agrees to unconditionally guarantee to Club, the payment of all financial obligations including, but not limited to dues, bar & restaurant charges, pro shop charges, locker rentals, golf association charges, administration fees and any other obligations set forth by the club.

DURING LIGHTNING CONDITIONS - ALL PLAYERS PLAY AT THEIR OWN RISK.

ALL MEMBERSHIPS BEGIN UPON PAYMENT to December 31, 2020. No early termination of membership permitted.

Applicant's Signature: _____

Date: _____

Spouse's Signature (if applicable): _____

Date: _____

For Office Use Only

Date Submitted: _____ **Date Approved:** _____

Woodcrest Approval: _____ **Member ID:** _____