



Golf Membership Agreement
(Rates Effective January 1, 2013)

Member Name: _____
Mailing Address: _____
City _____ State _____ Zip Code: _____
Telephone Numbers: _____ Email Address: _____

LIFETIME INITIATION FEE WAIVED*!!!

INDIVIDUAL \$375 MONTHLY DUES *UNLIMITED GOLF - Seven Day Package *FAMILY \$475.00 MONTHLY DUES

INDIVIDUAL \$275.00 MONTHLY DUES *UNLIMITED WEEKDAY GOLF - Monday to Friday Package *FAMILY \$350.00 MONTHLY DUES

INDIVIDUAL \$240.00 MONTHLY DUES *UNLIMITED TWILIGHT GOLF - Seven Day Package *FAMILY \$315.00 MONTHLY DUES

INDIVIDUAL 5 DAY \$325 MONTHLY DUES DUAL COURSE MEMBERSHIP(PALA MESA RESORT AND FALLBROOK GC) *FAMILY 5 DAY \$400 MONTHLY DUES
7 DAY \$425 MONTHLY DUES 7DAY \$525 MONTHLY DUES

* MID LEVEL GOLF MEMBERSHIP - Seven Day Package
\$200.00 SINGLE & \$300.00 FAMILY MONTHLY DUES- MUST BE UNDER 40 YEARS OF AGE

*CORPORATE MEMBERSHIP (3-10 DESIGNEES)- SEVEN DAY PACKAGE
\$350.00 PER MONTH PER DESIGNEE

- Member(s) must stay in the Membership for at least One Year.
Long term members have the option of placing their membership on maintenance status for up to 3 months and \$50 per month

Short Term Unlimited- Monday-Friday Package
(minimum of 3 or 4 months prepaid) (Month to Month)
INDIVIDUAL \$1025.00 THREE MONTHS PREPAID INDIVIDUAL \$425.00 MONTHLY DUES
INDIVIDUAL \$1350.00 FOUR MONTHS PREPAID *FAMILY \$550.00 MONTHLY DUES
*FAMILY \$1300.00 THREE MONTHS PREPAID (Paid Each Month)
*FAMILY \$1700.00 FOUR MONTHS PREPAID

*Family Members consist of spouse or domestic partner, and/or up to three children under the age of 18 residing full time at home.

Members are named herein: (please print first and last names)

- Spouse/Cohabitants Name _____
Children's Name _____

II. PAYMENT OF DUES, FEES AND CHARGES - I hereby agree to pay to the Club the Membership dues, including any applicable sales tax, or other taxes, for a Membership. It is also agreed that any part of this Membership that is not paid within thirty (30) days of date of statement, shall bear interest at the rate of one and one-half (1.5%) percent per month, eighteen (18%) percent annually from date of first billing. The Pala Mesa Resort Golf Membership Monthly Dues will not exceed the current inflation rate (CPI - Consumer Price Index). Credit Card Authorization - Amount relating to the Club will be promptly brought to the Club's attention. I understand that I am obligated to keep a valid approved credit card on file with the Club at all times and that I am responsible for any amounts that are not paid by the credit card company. I understand that should my account fall past due, the Club reserves the right to charge this credit card to bring my account current. I certify that the below listed card is issued to me.

- Credit Card Typ/Number/Exp. Date _____
Credit Card Holder Signature: _____

YES, I understand The Club's Policy. I fully comply/agree to have my credit card on my membership account file for billing and charging privileges.

YES, Please charge the c/c listed above for this amount _____ Signature _____

III. ACKNOWLEDGEMENT OF MEMBERSHIP RIGHTS - I acknowledge that Membership in the Club permits the Member to use the Club Facilities referred to in the Membership Plan in accordance with the Membership Plan and Rules and Regulations. Membership in the Club is not an investment in the Company referred to below, or the Club Facilities, and does not give a Member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a Member with an equity or ownership or any other property interest in the Company or the Club Facilities. A Member only acquires a revocable license to use the Club Facilities in accordance with the terms and conditions of the Membership Plan and Rules and Regulations, as the same may be amended from time to time, and this Membership Agreement. All rights and privileges of the Member under the Membership Plan, the Rules and Regulations and this Application for Membership are subordinate to the lien of any mortgage encumbering the Club Facilities from time to time. The Club reserves the right, in its sole discretion, to terminate or modify the Membership Plan and the Rules and Regulations, to reserve Memberships, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify or terminate any type of category or class of Membership, to recall any Membership at any time for any or no reason whatsoever, to discontinue operation of any or all of the Club Facilities, to convert the Club into a Member-owned club, and to make any other changes in the terms and conditions of the Membership or the Club Facilities available for use by the Members.

IV. TERMINATION – The Member must submit a 30-day written notification for Membership Termination. In the event of termination of the Membership Plan, termination of the person’s category of Membership, recall of the Membership or the discontinuance of operation of all or substantially all of the Club Facilities, the Club will refund the Membership fee portion due the Member within 30 days provided the minimum requirement of a 30-day written termination request is fulfilled by the Member. In the event that the Club Facilities are sold and the buyer assumes liability for the repayment to which each Member is entitled as provided in the Application for Membership, the Member shall look solely to the new owner for repayment and the seller of the Club Facilities shall be released from all liability thereafter. Neither the Company nor its affiliates shall have any liability whatsoever to the Members in the event the new clubhouse is not constructed.

 Initials of Member Purchasing. I hereby acknowledge that the use of the Club Facilities and any privileges or services incident to Membership is undertaken with knowledge of risk of possible injury. I hereby accept any and all risk of injury to myself, my guests and family sustained while using the Club Facilities or while involved in any event or activity incident to Membership in the Club. I agree to release and indemnify Highway 395, LLC (the “Company”) doing business as the Club, any manager of the Club Facilities, their affiliates, their successors and assigns and their respective directors, officers, partners, Members, shareholders, employees, representatives and agents and the Members of the advisory Board of Governors of the Club and any Club committee in accordance with the provisions of the Rules and Regulations of the Club.

V. MEMBERSHIP PLAN DOCUMENTS - I hereby acknowledge receipt of the Golf and Golf Club at Pala Mesa Membership Plan and Rules and Regulations Handbook and that I have read and understand them, and agree to be bound by the terms and conditions thereof as the same maybe amended from time to time by the Club. This Membership Agreement shall be governed by and construed and enforced in accordance with the State of California without giving effect to principles of conflicts of law. If the prospective Member is married, the signature of both spouses is required.

_____ *Print – Principal Member's Name* *Today's Date*

_____ *Signature of Principal Member*

_____ *Print Name of Co-Member (Spouse/Partner – if Family package is purchased)* *Today's Date*

_____ *Print Name of Co-Member (Spouse/Partner – if Family package is purchased)*

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This Membership Agreement shall not be binding on the Club until the acceptance below is signed.
SOLD AND ACCEPTED BY (Authorized Representative of Pala Mesa Resort's Membership Office)
Highway 395 Resort, LLC dba Pala Mesa Resort 2001 Old Hwy 395 Fallbrook CA 92028 760-731-6803

_____ **PRINT -- NAME and TITLE of Authorized Representative** **Today's Date**
Authorized Representatives - Membership Manager or Head Golf Professional or Resort General Manager

_____ **Signature of Authorized Representative**
Authorized Representatives - Membership Manager or Head Golf Professional or Resort General Manager