



*Banyan Creek  
Golf Club*



*Social Membership Application  
2021 - 2022*

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**Banyan Creek Social Membership Application  
2021 - 2022**

Applicant's Name: \_\_\_\_\_ Birth  
Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Cell: \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Applicant's Name: \_\_\_\_\_ Birth  
Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Cell: \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_

***Email addresses are used to receive club announcements, communications and statements***

This only applies to unmarried children under the age of 23 that reside in the same house which falls under this membership.

Name	Birth Date	Charge Privilege	
_____	_____	Y	N
_____	_____	Y	N
_____	_____	Y	N

**I. PURCHASE OF MEMBERSHIP**

I (sometimes referred to herein as “member”) submit payment of Prepaid Dues, plus applicable taxes, and fees for the category of membership selected with this Membership Agreement. I acknowledge and agree that the Prepaid Dues shall not be refunded, nor prorated due to my death, resignation, termination of my membership, closure of The Club Facilities or otherwise.

**My Membership is contingent upon approval of applicant by Banyan Creek Golf Club, which approval shall be at its sole and absolute discretion.**

**II. Social Membership Options Term 2021-2022\***

<b>Please Select</b>	<b>Member Type</b>	<b>Price</b>	<b>Florida Sales Tax</b>	<b>Total</b>
<input type="checkbox"/>	Clubhouse Only	\$99	\$6.43	\$105.43

*\*ALL MEMBERSHIP PRICES ARE SUBJECT TO CHANGE FROM YEAR TO YEAR.*

**III. MEMBERSHIP TERM**

Membership is exclusive and restricted. All membership terms are for one year and run from November 1, 2021 through October 31, 2022. All renewal memberships shall be for the full and complete year. The Club reserves the right to deny renewal to any member at its sole discretion.

**IV. PAYMENT OF FEES AND CHARGES**

I hereby agree to pay The Club, the fees and charges incurred for the category of membership selected in Section II above according to the current pricing for the applicable membership year. The fees and options for the selected membership category for the year 2021-2022 are set forth in Section II of this agreement. All subsequent annual fees are subject to change. I will not be assessed further fees, or be required to pay additional dues, for my Social Membership during the term of my membership; however, I will be responsible to pay for all charges to my membership account. Late fee amount of one and one-half percent (1.5%) will be charged after 7 days if credit card is denied and cancellation of membership after 14 days is not paid in full with a chargeable credit card on file.

For all charges unrelated to membership dues, I understand that I am always obligated to keep a valid credit card on file with The Club for charging privileges at The Club. I am responsible for any, and all amounts charged by me or my guest, whether paid by the credit card company or not.

**A GRATUITY CHARGE OF 20% WILL BE ADDED TO ALL FOOD AND BEVERAGE CHARGES. Usage charges will be billed monthly. CASH IS NOT ACCEPTED IN THE CLUB. Guests can purchase merchandise with a credit card.**

**I certify that the listed card below is issued to me. I agree that any, and all disputes on my credit card account or my monthly Club Statement relating to The Club charges will be promptly brought to The Club's attention within 15 days of the date of the statement.**

<b>Credit Card Type</b> _____ <b>Visa</b> _____ <b>MasterCard</b> _____ <b>Amex</b>		
<b>Name as It Appears on Credit Card</b> _____		
<b>Credit Card Number</b> _____	<b>Exp. Date:</b> ____	<b>CSV Code:</b> _____
<b>Billing Address:</b> _____		
<b>Cardholder Signature</b> _____/_____/_____	<b>_Today's date</b>	
<b>In the event, any amounts owed to The Club are not paid on a timely basis, I understand that I may be charged a late payment fee in accordance with the Rules and Regulations. A late payment fee in the amount of 1.5% may be charged per month, but not to exceed the maximum amount permitted by law until the account is in good standing with The Club.</b>		

**V. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS AND OBLIGATIONS**

**I acknowledge and agree that membership in The Club permits the member to use The Club Facilities as described in the Rules and Regulations, as amended from time to time. Membership in The Club is not an investment in Banyan Creek Golf Club (the "Company") 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 equity or ownership interest or any other property interest in The Company or The Club Facilities. All members will have use of The Club facilities in accordance with the terms and conditions of the Rules and Regulations and this Membership Agreement, and all amendments thereto. Violation of any of the Rules and Regulations, this membership agreement, or conduct in a manner prejudicial to the best interests of The Club may subject the member to disciplinary action which may result in loss or suspension of membership privileges. The Club reserves the right, at The Club's sole and absolute discretion, to amend, modify, revoke, or terminate the privileges of all members or membership categories. Notice of same will be provided through The Club's email system and will be posted and will be considered effective upon such posting. All rights and privileges of members under the Rules and Regulations and this Membership Agreement, are subordinate to the lien of any mortgage encumbering The Club facilities from time to time.**

The Club reserves the right, in its sole and absolute discretion, to terminate, revoke, amend or modify 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, category or class of membership, to discontinue operation of any or all of The Club facilities; to close The Club Facilities at any time for any renovations; to convert The Club into an equity member-owned club, and to make any other changes in the terms and conditions of membership or in The Club Facilities available for use by members.

I hereby acknowledge that the use of The Club Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury to persons or property. I hereby accept any and all risk of injury to myself, my guests and my family sustained while using The Club Facilities or any facilities of clubs or resorts with which The Club has reciprocal or access arrangements; while involved in any event or activity incident to membership in The Club; or while present on The Club property. I hereby agree to indemnify and hold harmless the Company, Banyan Creek Golf Club, its employees, agent's managers, corporate members, successors and/or assigns all liabilities, injuries, damages, claims, actions, or suits, which arise from in connection with the use of The Club Facilities by me or my family members or guests. This provision is a material condition of my membership and will be enforceable to the maximum extent allowed by law. If any provision of this Agreement shall be unenforceable then only the unenforceable provision will be stricken, and the balance of the Agreement shall be in full force and effect.

## **VI. MEMBERSHIP DOCUMENTS**

I hereby acknowledge receipt of the Rules and Regulations and that I have read and understand them, and agree to be bound by the terms and conditions thereof as the same may be amended from time to time by The Club. In the event of a conflict in the terms of this Agreement and the terms of the Rules and Regulations, this Agreement shall control. I agree to fully substitute the membership rights and privileges acquired pursuant to this Agreement or the Rules and for any present or prior rights or privileges in or with respect to The Club facilities, The Club or any predecessor club. I further acknowledge that I am not relying on any oral representations in acquiring a membership in The Club. This Membership Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without giving effect to principles of conflicts of law.

I hereby acknowledge that I have received a copy of the 2021-2022 Membership Application at Banyan Creek Golf Club and agree to abide by all policies and guidelines as stated in the document as condition of my membership.

**If the applicant is procuring a Family Membership, the signatures of both spouses are required.**

Applicant's Name (Print)

Applicant's Signature

Date

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Applicant's Name (Print)

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Applicant's Signature

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Date

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I hereby acknowledge that I have received a copy of the **Golf Membership Application and Rules and Regulations** that are conditions for my membership at Banyan Creek Golf Club. I understand that said **Rules and Regulations** may be amended from time to time at the sole discretion of The Club. I agree to abide by all policies and guidelines as stated in these documents and all subsequent amendments thereto, which are conditions of my membership.

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Printed Name

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Signature

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Date

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Spouses Name (If a Family Membership is being submitted)

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Spouses Signature

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Date