

CHILLIWACK GOLF CLUB | PAY AS YOU GO ANNUAL GOLF MEMBERSHIP

MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

Chilliwack Golf Club
41894 Yale Rd W.
Chilliwack, BC
V2R 4J3 | 604.823.4544

MEMBERSHIP INFORMATION

MEMBERSHIP TYPE: FP | TWL
MEMBERSHIP START DATE: On Registration Date
MINIMUM MEMBERSHIP TERM: 12 Months

Payment is due on a Monthly Payment basis, commencing on date of registration with an anniversary date 365 days from registration date.

I UNDERSTAND THAT THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR AN ADDITIONAL TWELVE-MONTH TERM IF I NEGLECT TO TERMINATE THE PAY AS YOU GO MEMBERSHIP PER THE TERMS AND CONDITIONS OUTLINED IN THIS DOCUMENT. SEE SECTION 17 – “TERMINATION BY MEMBER” FOR FURTHER DETAILS.

ADDITIONAL PAYMENTS (Not including monthly dues)

Enrollment Fee	\$149
Annual Membership Renewal Fee	\$149
Annual Golf Canada Membership	\$60

There will be 5% GST added to the Additional Payments and monthly fees.

CONSENT TO RECEIVE ELECTRONIC CORRESPONDANCE

I agree and consent to receiving electronic correspondence and newsletter containing information about my membership, updates and promotions from Chilliwack Golf Club at the email address provided. I understand my consent can be withdrawn at any time.

GENERAL TERMS

By Signing this Agreement, I agree to purchase a membership from Chilliwack Golf Club according to the terms of this Agreement. I also agree and understand that the Minimum Term Membership requires me to pay Monthly Payment dues by pre-authorized debit (PAD) and renews automatically until terminated as stated in the terms and conditions.

I acknowledge receipt of a printed or digital copy of this Agreement, including the terms and conditions, and that I have fully read and understood this Agreement. I authorize Chilliwack Golf Club to process Pre-Authorized Payments to pay all amounts which may become due under this agreement, according to the information provided in this membership agreement. I understand that dues are payable regardless of the number of times I use the facilities. I

agree to pay an **annual membership renewal fee of \$149** plus applicable taxes on my annual renewal date, addition to regular monthly dues.

CONSUMER'S RIGHT TO CANCEL: This is a contract to which the Business Practices and Consumer Protection Act applies. You may cancel this contract from the day you enter the contract until 10 days after you receive a copy of this contract. You do not need a reason to cancel. If you cancel this contract, the seller has 15 days to refund your money, less adjustment for previous use of the facility. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, electronic mail or personal delivery.

TERMS AND CONDITIONS OF THE MEMBERSHIP AGREEMENT

1. **INVALID PROVISIONS:** If any part of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.

2. **ENTIRE AGREEMENT & DEFINITION:** This document incorporates the entire agreement between me and the club. No modification of this Agreement will be effective unless made in writing and signed by each of us. There are no representations, warranties, terms, conditions, undertakings or collateral agreements express, implied or statutory, between us except as specified in this document.

3. **DEFAULT:** If I default on any payment due under this Agreement, the Club may declare all or any of the future payments to be made under this Agreement immediately payable.

4. **ASSIGNMENT:** The Club may assign this Agreement, and, provided that the assignee agrees to assume the obligations of the Club in this Agreement, then the Club will be fully relieved of those obligations upon notice to me of the assignment. I understand that I myself may not assign my membership to another person.

5. **CHANGES TO POLICIES, FACILITIES AND PROGRAMS:** The Club may introduce new facilities or programs from time to time, available to Members for an additional fee. The Club may publish and amend policies and regulations for the facilities, or modify its fees for membership, from time to time. I acknowledge that the club may change membership fees after the anniversary of my minimum term. I understand that facilities will be busier sometimes than others on different days of the week.

6. **SERVICE CHARGES:** I agree to pay a \$25.00 & applicable tax service charge for all rejected payments. The Club may re-negotiate any returned item, including service charges via pre-authorized payment system.

7. **MEMBERSHIP CARDS & PHOTO:** I agree to have my picture taken for the club's computer file upon joining. Membership cards remain the property of the Club at all times. I agree to return my membership card to the Club at the end of my membership. I will pay a \$20.00 fee & applicable tax for each replacement card required. I must present my membership card on every visit to the Club.

8. **REGULAR MEMBERSHIP PRIVILEGES:** As a member in good standing you are entitled to use of all practice facilities, dining area, Golf Shop, club equipment fitting, locker rooms, reciprocal rates at away clubs, club events. * Fees may apply.

9. **CHARGING PRIVILEGES:** As member in good standing you may charge your club purchases to your member account. Should this privilege be misused or neglected, charging privileges may be revoked. Club purchases in addition to your monthly dues payment will be charged by PAD on the 10th business day of each month.

10. CLUB ACCOUNT LATE FEES: Monthly club statements are available online and are sent to each member by email on the 5th business day of the month. Club accounts are required to be paid in full on the 10th business day of the month by automatic PAD; failure to make this deadline will result in a system generated 2.5% late fee being applied in addition to fees for a rejected payment. Failure to make a payment through the automatic PAD will result in immediate suspension of member charging privileges and access to the club's facilities.

11. FOOD & BEVERAGE MINIMUM: Members are subject to a Food and Beverage Minimum Spend of \$25 per month from March to November. Members will be billed for the minimum charge less actual purchases (should you exceed \$25 in food and beverage purchase per month, you will not be charged the "minimum"). There are no food and beverage minimums in effect from December to February.

12. PAYMENT INFORMATION: I will give the Club at least 30 days written notice of any change in payment information to allow sufficient time for processing. I understand that failure to give the required notice may result in service charges to me for rejected unpaid items.

13. GUEST PRIVILEGES: Members may bring guests to the golf club. Reduced green fee rates are available; please inquire with Golf Shop staff for details.

14. WAIVER: I understand that all use of the Club facilities will be undertaken at my sole risk. I am physically able to undertake physical exercise and am not aware of any injury or disability which would affect my safety in using the facilities. I agree that the Club, its officers, directors, employees, and agents will not be liable for any claims, demands, injuries, damages, actions or causes of actions whatsoever in respect of me or my property (including lost or damaged personal possessions), arising out of or connected with the use of any of the services and/or facilities of the Club or the premises where those facilities are located. I expressly release and discharge Chilliwack Golf Club directors, employees, and agents from all such claims, demands, injuries, damages, actions or cause of action, notwithstanding any negligence on the part of one or more of them.

15. TEMPORARY CLOSURE: The Club may temporarily close the facilities due to weather, acts of god, government required closure, facility conditions to repair damage or for routine and annual maintenance.

16. EARLY TERMINATION BY THE CLUB: The Club may terminate this Agreement for breach of terms and conditions, policies or regulations adopted by the Club from time to time

17. TERMINATION BY MEMBER:

a. Term Membership Agreement: may be terminated on the anniversary date specified on this Agreement with 30 days written notice. If this membership is not terminated, an additional term will automatically start on the renewal date.

b. My membership term may be terminated early with a single payment of \$500 + applicable tax. The early termination fee of \$500 + applicable taxes must be paid ten days prior to the next monthly dues payment. If this fee is not paid ten days prior then your next monthly payment will be charged. Monthly dues previously owing and/or already paid monthly dues will not be considered as part of the termination fee under any circumstances. This option is only available on the agreement for the membership term. Certain conditions apply.

c. Notice of Cancellation must be given by a method that permits a person to prove evidence of cancellation on a specific date, including registered mail, electronic mail, or personal delivery with a receipt from the Club or on the clubs standard form with a receipt from the Club. Verbal cancellation notices are not accepted.

d. In order for the terms of this agreement to be considered fulfilled, either the agreement Anniversary Date must have passed and 30 days' notice of cancellation be given, or for a request for early cancellation of your membership agreement, the early termination fee of \$500 in addition to any and all outstanding club account charges is required to be paid. Upon requesting a cancellation of my agreement, I acknowledge I am responsible for paying any outstanding balances owing on my agreement to ensure my account is in good standing.

18. NOTICE: All notices, requests, demands, directions and other communications provided for in this Agreement shall be deemed to have been given, delivered or made if they are in writing and either delivered or sent by registered mail, fax or electronic mail to the applicable party at their address shown in this Agreement, or at such other address as a party may notify another in accordance with this provision.