

RIVER BIRCH GOLF CLUB

FULL MEMBERSHIP APPLICATION

(Please Print Legible or Type)

Last Name	First Name	Middle Initial	Birth Date
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Street Address	City	State	Zip Code
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Home Phone	Cell Phone	Email
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Spouse's Name and phone (if applicable)	Emergency Contact and Phone
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For Family Memberships - Child/Children's Names and date of birth (if applicable)

1. Type of Membership (Circle One)

- Individual Full Golf Membership - \$140 per month
- Family Full Golf Membership - \$170 per month
- Jr. Full Golf Membership (Ages 18-25) - \$75 per month
- Nonresident Membership - \$115 per month**
- Social Membership - \$40 per month

2. Terms and Conditions: As a member, you agree (a) to be bound by the River Birch Club Rules that are in effect at the time, (b) to pay all charges and fees at the time of membership activation, and (c) to be responsible to the River Birch Golf Club for your conduct and the conduct of your guest. You must be 18 years of age or older in order to apply for membership. For your convenient reference, attached to this application is a current copy of the River Birch Club Rules, which may be changed from time to time at the exclusive discretion of the Ackia LLC management. Notice will be provided of any change(s) to the River Birch Club Rules.

**Cart included Mon-Thurs. \$5 cart fee applies Fri-Sun.

I hereby apply for the membership indicated in Paragraph 1 above. By signing below, I acknowledge that I have read and understood all of the Terms and Conditions relating to my membership.

Date

Member's Signature

Mail/Deliver Application To: Ackia LLC
60007 Birchwood Lane
Amory, MS 38821
Attn: Andy Willingham
Phone: 662-256-3419

River Birch Golf Club Membership Packages

A limited number of memberships at the Ackia LLC (River Birch Golf Club) are available to the general public without discriminatory regard to race, creed, color, religion, or national origin. Such Memberships are provided at the discretion of the owner of the River Birch Golf Club. Prospective purchasers must complete the application and acknowledge an understanding of the terms and conditions of membership. All Memberships are subject to the River Birch Club Rules, as the same may be amended from time-to-time.

The River Birch Golf Club's memberships are comprised of the following:

Individual Full Golf Membership

Price: \$140 Monthly Dues

Term: One Year from Acceptance by the River Birch Golf Club

- Play anytime Monday through Sunday (including Holidays)
- Use of golf cart with each round with valid driver's license
- One Complimentary large bag of range balls per day
- Unlimited use of the putting and chipping greens
- Charging privileges to member account (with valid credit card on file)
- Full access to all of the Club's facilities and amenities

Family Full Golf Membership

Price: \$170 Monthly Dues

Term: One Year from Acceptance by the River Birch Golf Club

- Play anytime Monday through Sunday (including Holidays)
- Use of golf cart with each round with valid driver's license
- 3 Complimentary large bag of range balls per day
- Unlimited use of the putting and chipping greens
- Charging privileges to Main Member account (with valid credit card on file)
- Full access to all of the Club's facilities and amenities

Jr. Full Golf Membership (Ages 18-29)

Price: \$75 Monthly Dues

Term: One Year from Acceptance by the River Birch Golf Club

- Play anytime Monday through Sunday (including Holidays)
- Use of golf cart with each round with valid driver's license
- One Complimentary large bag of range balls per day
- Unlimited use of the putting and chipping greens
- Charging privileges to Member account (with valid credit card on file)
- Full access to all of the Club's facilities and amenities

Member Initials

Nonresident Golf Membership (Address must exceed 25 miles from golf course address)

Proof of residency require (Driver's License will be acceptable)

Price: \$115 Monthly Dues

Term: One Year from Acceptance by the River Birch Golf Club

- Play anytime Monday through Sunday (including Holidays)
- Use of golf cart included Mon-Thurs, \$5 cart fee applies Fri-Sun
- One Complimentary large bag of range balls per day
- Unlimited use of the putting and chipping greens
- Charging privileges to Member account (with valid credit card on file)
- Full access to all of the Club's facilities and amenities

Social Membership

Price: \$40 Monthly Dues

Term: One Year from Acceptance by the River Birch Golf Club

- Charging privileges to Member account (with valid credit card on file)
- Use of pool and pool house
- Access to cart paths for walking or running
- Access to all lakes for fishing (except for during large tournaments or outings)

Corporate Memberships are also available.

River Birch Golf Club RULES AND REGULATIONS

In order to enhance the golf experience and safety of all members and guests at the Ackia LLC (River Birch Golf Club), the following rules and regulations ("Club Rules") shall govern the actions and conduct of all members and their guests at the River Birch Golf Club.

Use of Facilities

Member is entitled to use and enjoyment of the River Birch Golf Club, subject to the terms and restrictions of the applicable membership plan, these Club Rules, and such other restrictions or limitations as may be imposed from time-to-time by management. All modifications to rules will be appropriately distributed to members in writing.

Member **MUST** check-in with the Pro Shop at all times and sign for a golf cart at all times a golf cart is used. ***This requirement includes the use of personal carts.***

Failure to check-in with the Pro Shop may result in a loss of membership.

The River Birch Golf Club reserves the right to host special events and golf tournaments. Such events may partially or completely restrict the availability of golf course starting times and any or all Golf Club facilities, including, but not limited to use of the clubhouse, snack bar, practice range, and the golf course itself. The River Birch Golf Club shall have no liability for the temporary suspension of any privilege due to maintenance, repair, construction, improvements, act of God, inclement weather, utility disruptions, or any and all other matters beyond the control of the River Birch Golf Club.

The management of the River Birch Golf Club shall be free to modify the features of the facilities, including but not limited to the relocation of operations, the implementation or cessation of services, the privatization of 18 holes, or such other adjustments or changes as management, in its discretion, deems appropriate.

Pace of Play

Players are required to keep pace with the group in front of them at all times and/or to complete 18 holes in four hours and thirty minutes, whichever is less. No more than 5 golfers in one group is allowed **unless approved by management.**

Use of Golf Carts

Golf carts are to be driven in accordance with applicable cart restrictions at all times, and otherwise in a safe and controlled manner. Golf carts are allowed on the fairways of all par 4s and 5s at a 90degree angle from the ball to the cart path. However, inclement weather or other conditions may evoke further cart restrictions. The staff will notify players of any temporary restrictions, but players are expected to refrain from driving golf carts where it may damage the golf course. No more than two carts per groups of four, three carts per group of six, and so on are allowed. At no time will a single cart be issued to groups with even number of golfers. If a golfer wants his/her own cart, a \$10 fee is required. No more than two riders and two golf bags per cart. Carts must stay 30 yards from greens. Golfers with handicaps must have an orange flag displayed.

Dress Code

All players must wear soft spikes. Proper golf attire is required. Cut-off shorts, gym shorts, tank tops, halter-tops, swimwear, and shorts more than 4" above the knee are not allowed on the golf course or in any facilities at any time.

Member Initials

Revocation of Membership

The management of the River Birch Golf Club may revoke any membership without notice if a member violates any terms of the membership plan, general policies of the Golf Club and/or these Club Rules, as the same may be hereafter modified. No portion of any fees paid is refundable upon revocation.

In the event of a sale or other transfer of the River Birch Golf Club, all memberships shall, at the buyer's or successor's election, either (a) be terminated, in which case Member would receive back his/her prorated share of the Member's membership fee as of the effective date of sale or transfer, or (b) continue in place without regard to such sale or transfer. Member shall provide his/her reasonable cooperation in connection with any such matters.

Payment of Fees and Charges

Membership fees are due and payable at the time the membership term begins as specified in the Membership Application and/or the 15th of every month for twelve months, whichever comes first. All membership fees are non-refundable. **If fees are not paid by the last day of the current month, a \$25 late fee will be applied to the monthly dues until the membership fees are up-to-date. Delinquent accounts of 3 months or more will result in revocation of membership, delinquent account turned over to a collection agency of management's choice, and suspension for the golf course and all facilities for a period of one year as of the date the delinquent account is turned over for collection.** Direct draft is also available by filling out the *Credit Card Authorization Form* attached. The Member also has the option to pay for the entire year in advance to receive a one month discount. This does not apply to members participating in the first year of the membership drive.

In circumstances where the member has a financial hardship, medical condition, or any other circumstance effecting the member at a particular time during their 12 month period, the member has the right to speak with management about fee options and payments. Management will provide reasonable cooperation in connection with any such matters.

Indemnification for Damage

Member shall be responsible for all damages and personal injury caused by the Member, the Member's family, or any guest of the Member and the Member shall indemnify, defend, and hold harmless the River Birch Golf Club against any claims.

General Limitations

The River Birch Golf Club shall have no liability for the physical damage, theft, or loss to any personal property of Member or Member's guest in any way arising from the use of the River Birch Golf Club facilities, to the greatest extent allowed by law.

General Code of Conduct

While at the Golf Club facilities, Member shall conduct himself or herself in a manner that is not abusive, combative, or disruptive to other players or staff.

Golf Club Management

The River Birch Golf Club is administered by the management of the Golf Club. The management is free to run the club in accordance with its discretion. A membership at the Golf Club provides the Member with certain privileges to use but does not grant the Member any ownership interest in the Golf Club, or any input into the management of the Golf Club.

Member Initials

CREDIT CARD AUTHORIZATION FORM

I, _____ hereby authorize Ackia Golf Club to make charges specified below to the credit card listed. I accept full responsibility for charge-backs, disputes or other non-payments by the guest, credit card holder, and Credit Card Company or issuing bank .

Card Holder's Name: _____

Mailing Address: _____

Day/Evening Phone: _____

Type of Card: _____

Card Number: _____

Expiration Date: _____

Security Code: _____

Authorized Amount: _____

Cardholder's Signature: _____ **Date:** _____