

IRONWOOD COUNTRY CLUB

Application for Membership

THE UNDERSIGNED APPLICANT HEREBY AGREES TO ALL OF THE FOLLOWING TERMS:

- (1) All deliberations of the Membership Committee and Board of Directors concerning this application are and shall remain confidential to the Committee and the Board.
- (2) Applicant agrees that he/she has received and read the Club Bylaws and Rules and Administration, and understands the provisions of both the Bylaws and Rules and Administration. If accepted for membership, the undersigned agrees to be governed and bound by all the terms and conditions contained in the Club Bylaws and Rules and Administration as existing or hereafter modified or amended.
- (3) Applicant understands that memberships shall be held in the name of one individual only and that access to the facilities, specifically the golf course, by the member's spouse and family will be subject to restrictions as determined by the Board of Directors from time to time.
- (4) Applicant acknowledges that all statements in this application, including any attachments thereto, are true and correct, and that the Club has relied on them in considering the Applicant's membership. The Applicant further agrees that if at any time in the future the Club determines that any of the statements are untrue or incorrect, the Applicant is subject to suspension, expulsion or other disciplinary action, in accordance with the Club Bylaws.
- (5) Applicant hereby authorizes the Membership Committee to obtain credit information and to contact all references in this application for the purpose of verifying all appropriate information such as may be requested by the Membership Committee. Applicant hereby authorizes the disclosure and release of information to the Club for the purpose of investigating Applicant's character, reputation, personal characteristics, mode of living, and financial condition. Applicant hereby waives and releases the Club, and each of its past, present and future members, officers, directors, agents, and employees, from any and all known or unknown claims or causes of action which Applicant, or Applicant's spouse and family, now has or may have arising from this application for membership, the process of reviewing, considering, and accepting or rejecting such application, and the obtaining or providing of information regarding the Applicant or Applicant's spouse and family. Applicant waives any right to receive any information obtained by the Club in evaluating this application. At the conclusion of the Membership application process, if not accepted into membership, Applicant authorizes the Club to shred, destroy or otherwise dispose of any and all documents and writings associated with the Membership application process.
- (6) A check for \$1,000 made payable to Ironwood Country Club must accompany this Application. It will be applied as a credit against the current initiation fee or, if none, against future dues, fees or charges upon acceptance by the Club of the Applicant for Membership or returned in full if the Applicant is rejected.

Applicant agrees to pay the initiation fee, if any, in full upon completion of the application process and acceptance by the Club. As a Member, he/she agrees to pay all monthly dues, fees and other charges incurred by the Member, the Member's family and all guests. Member acknowledges that assessments may occur from time to time for those members who are assessable. In the event of any arbitration to collect dues, assessments, fees or other charges or sums related to any breach of the terms of membership or the Bylaws or Rules and Administration, the prevailing party shall be entitled to all costs and expenses, including reasonable attorney's fees.

- (7) Applicant agrees that if any dispute or controversy should arise in connection with Applicant's member status, or by reason of this applicant or relating to this application and/or Applicant's subsequent membership or is related to any breach of any covenant, condition, obligation, agreement or provisions contained in or arising out of the Club Bylaws or Rules and Administration, except with regard to any matter related to discipline of a member by the Club pursuant to Club Bylaws, in that event Applicant agrees to submit the dispute or controversy to binding arbitration in Riverside County, California in accordance with the arbitration provisions contained in Title 9 of the Code of Civil Procedure, §§ 1280-194.2. In the event that Club Bylaws shall contain an arbitration provision at the

time any such dispute arises, the Bylaws provisions shall govern and control all aspects of the Arbitration proceedings. In the event that any arbitration shall occur, the prevailing party, as determined by the Arbitrator, shall be entitled to have and recover from the other party, all costs and expenses associated with the Arbitration, including reasonable attorneys' fees.

(8) Applicant agrees and acknowledges that if the Club extends an offer of Membership to the Applicant, and the Applicant accepts such offer and thereafter becomes a member of the Club, the Applicant shall thereafter be bound by not only the Bylaws and all amendments thereafter made to the Bylaws, but there is also created between the Applicant and the Club, a valid and binding contract between them that requires the Member to be responsible for and pay all dues, fees, charges, assessments and other obligations levied by the Club pursuant to the Club Bylaws. The Applicant further agrees that its rights to transfer the Club Membership shall only occur in accordance with the Club Bylaws. The Applicant further agrees that any resignation of Membership by the Member after joining the Club is subject to the express provisions of the Bylaws.

(9) A Club Membership may not be transferred, resigned or hypothecated except in strict accordance with Club Bylaws in effect at the time of any such transfer, and any attempted transfer, assignment, or hypothecation that is not in strict accordance with the Club Bylaws shall be void and confer no rights on either the transferor or any transferee.

(10) Applicant/Member agrees to defend, indemnify, and hold harmless the Club, its officers, directors, agents, and employees from any liability of any nature by reason of damage or injury to any person or property resulting from any acts or omissions of the undersigned, his/her family and guests or other members, their families and guests.

(11) The Club has the right to terminate the Membership of any Member on the terms and conditions set forth in the Bylaws or Rules and Administration. The Club also has the right to change the fees and monthly dues upon prior written notice to the Member affected thereby as provided by the Club Bylaws.

(12) Applicant understands that he/she will not incur any liability for the debts of the Club. Applicant acknowledges and agrees that the Membership sought by this application does not constitute any form of investment security, and no representations have been made by any representative of the Club as to the present or future value of the Membership applied for herein. Applicant represents that Membership is being acquired solely for the use and enjoyment of the Club facilities. Applicant acknowledges that a Membership does not convey any right or interest in the Club's real property; instead, it only entitles a Member to use Club property for the purposes set forth in the Club Bylaws.

(13) The Applicant agrees that all of the terms of the application process and this contract have been reviewed by the Applicant, that the Applicant has had the opportunity to have it reviewed by agents, attorneys, or representatives of his/her choice, and by signing the application, the Applicant understands the terms and conditions and agrees to be bound by them and perform them.

Signature: _____ **Date:** _____

Signature: _____ **Date:** _____

Ironwood Country Club
73735 Irontree Drive, Palm Desert, CA 92260
Membership Office 760-766-1095
Fax 760-766-1092



IRONWOOD

- Applying for:** Proprietary Golf (*Age 55+*)
 Tennis/Fitness/Social
 Golf - Convertible Term Intermediate Membership (*Under Age 55*)
 Introductory Convertible Term Intermediate Membership

Personal Information

Candidate: _____
 First Middle Last Suffix

Title: _____ Nickname: _____ Cell Number: _____

Email Address: _____

Birthplace: _____ Date of Birth (mm/dd/year) ____/____/____

Mother's Maiden Name (for identification purposes): _____

Marital Status: Married _____ Single _____ Widow(er) _____ Spousal Equivalent _____ Domestic Partner _____

Spouse/Other: _____
 First Middle Last Suffix

Title: _____ Nickname: _____ Cell Number: _____

E-Mail Address: _____

Birthplace: _____ Date of Birth (mm/dd/year) ____/____/____

Desert Address: _____

Local Phone Number: _____

Out of Town Address: _____

Away Phone Number: _____

Business: Are you retired? Yes No

Occupation: _____ Type of Business: _____

Candidate Position now or at retirement: _____ Years in business: _____

Spouse/Other Occupation: _____ Type of Business: _____

Spouse/Other Position now or at retirement: _____ Years in business: _____

Memberships in Other Clubs:

Current club: _____ Current membership type: _____

How long have you been a member? _____ Phone Number: _____

Address: _____

_____ E-mail _____

Previous club: _____ Membership type: _____

How long were you a member? _____ Phone Number: _____

Address: _____

_____ E-Mail: _____

Financial References:

Company: _____ Contact Name: _____

Address: _____

E-Mail: _____ Phone Number: _____

Schools and Colleges Attended and Dates: _____

Civic Activities or Memberships: _____

Ever denied or expelled from any Club or Organization? No Yes

If yes, please state the reason. _____

Family Members:

Family members include: children, spouses of children and grandchildren.

Name: _____ Date of Birth: ____/____/____ Relationship: _____

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Name: _____ Date of Birth: ____/____/____ Relationship: _____

Name: _____ Date of Birth: ____/____/____ Relationship: _____

Name: _____ Date of Birth: ____/____/____ Relationship: _____

Personal References: (List two individuals unrelated to Applicant. Personal references must be different than sponsors listed below and cannot be relatives.)

Name: _____

Phone Number: _____ E-Mail: _____

Name: _____

Phone Number: _____ E-Mail: _____

Sponsors: Two Ironwood members are required. Sponsors must be different than personal references listed.)

Name: _____

Phone Number: _____ E-Mail: _____

Name: _____

Phone Number: _____ E-Mail: _____

Who, other than your sponsors, can we thank for introducing you to Ironwood?

Name: _____ Name: _____

I, hereby, state the above information is factual and true. I understand that any misrepresentation will be grounds for my expulsion from the Club and the forfeiture of the initiation fee and any other sums paid by me. I also agree, upon acceptance to be bound by all provisions of the Bylaws and Rules of the Club.

Signature: _____ **Date:** _____

Signature: _____ **Date:** _____

Approved by Board (Office use only.): ____/____/____
Date