

# Montclair Country Club - Membership Agreement

This membership agreement ("Agreement") is made and entered today between Montclair Country Club, CJ EAGLE, LLC (herein after referred to as the "Club") and

\_\_\_\_\_ (herein referred to as "Member").

**(Print Member's Name)**

In consideration of the mutual covenants contained herein, it is hereby agreed by and between each of the parties hereto as follows:

1. **Term.** The initial term of the Agreement shall be from the Effective Date through September 30th, 2020, (the "Initial Term"). As part of the consideration for membership, the member hereby agrees to pay applicable monthly dues during the Initial Term and during each twelve (12) month Renewal Term, if applicable.
2. **Renewal of Term.** The "Initial Term" of this agreement will automatically renew on October 1st, 2020 (The Renewal Date") of each year for additional one-year term(s) (the Renewal Term(s)", unless written notice is provided to the Club by the Member sixty (60) days prior to the Renewal Date. The Renewal Term(s) shall be subject to monthly dues of \$89. An early termination fee is \$375.
3. **Monthly Dues.** Member agrees that his/her membership classification shall be:

## **Swim & Social Family**

**Includes: Swim, Social, Driving Range and Golf Course** (Range Balls, Green Fees & Cart Rental Fees Apply), **Tennis** (Court Fees Apply)

As of the date hereof, the monthly dues for such a membership classification are \$89 a month. The Member's dues shall start on May 31st, 2019.

4. **Use of the Clubhouse and Golf Course.** The Member shall be entitled to enjoy all the privileges of the clubhouse and golf course as of the Effective Date subject to the restrictions contained in this Membership Agreement and the Club's Rules and Regulations.
5. **Recall of Membership.** The Club, at the sole discretion, may recall this membership at any time. The Member understands that the Club has the right to recall all or any portion of the membership within its sole discretion. In the event of a recall, this membership shall be deemed terminated, provided that the undersigned Member shall be entitled to a proportional refund of any monthly dues prepaid.
6. **Club Rules and Regulations.** The member has read, understands, and agrees to abide by the current Rules and Regulations of the Club, and understands that the Club may, from time to time, amend existing Rules and Regulations or may establish additional ones.
7. **Events of Default.** The Member shall be in default of this Agreement in the event: (i) the Member violates any Club Rules and Regulations, and/or (ii) the Member fails to pay monthly dues to the Club or to pay other fees or payments required by the Club.
8. **Remedies in Case of Default.** In the event of default of this Agreement by the Member, the Club shall have the option to revoke and terminate the Member's membership and all rights and privileges of the Club with no refund of any amount previously paid by the Member. The Club also retains the right to pursue Member for all unpaid monthly dues pursuant to this Agreement and may pursue any additional remedy available in law or equity. The Member hereby agrees that no form of notice of default shall be required if the nature of the default relates to failure to pay fees, monthly dues, or any other form of assessment in a timely manner. In the event the Club commences any action or takes any steps to enforce this Agreement or any provision hereof, or is required to take any action or steps as a result of Member's breach or failure to perform under this Agreement, the club shall be entitled to recover, as an element of damages, all attorneys' fees and other costs of collection and /or litigation incurred in such action.

**Montclair Country Club, CJ EAGLE, LLC, 16500 Edgewood Drive, Montclair VA 22005**

9. **Non-Assignability.** The Member's rights or interests under this Agreement are not assignable or transferable.
10. **Limitation of Liability.** I/We, the undersigned Member(s), hereby acknowledge that use of the Club's facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. I/We hereby accept any and all risk to myself, my guests and my family sustained while using the Club's facilities or involved in any event or activity incident to membership in the Club. In accepting the risk of injury, I/we understand that I am releasing CJ EAGLE, LLC, their affiliates, their successors and assigns and their respective directors, officers, partners, shareholders, members, employees, attorneys and agents and the members of any Club committee from any and all loss, cost, claims, injury, damages or liability sustained or incurred by me/us, my guests and my family resulting from or arising out of any conduct or event connected with membership in the Club and use of any of the Club's facilities.
11. **Entire Agreement.** This Agreement, the Application for membership, and the Member Charter, Rules, and Regulations constitute the entire agreement between the parties pertaining to its subject matter and it supersedes all prior communications, representations, or agreements, verbal or written the parties hereto. If any provision of this Agreement, or application hereof to any person or circumstance, shall to extent be valid, the remainder of this Agreement shall not be affected thereby, and each remaining provision shall be enforceable to the fullest extent permitted by law. The undersigned acknowledges and agrees that until this Agreement has been executed by CJ EAGLE, LLC and delivered to the Member, Member shall not be entitled to any privileges or use of the Montclair Country Club.

I authorize CJ EAGLE, LLC to obtain my consumer credit report as part of the application process.

I hereby authorize the Club to charge my credit card one-time payment of \$150 (processing fee) today, and to offset any outstanding indebtedness due for payment on the 19<sup>th</sup> of each month during my membership. I further agree to provide the Club with a valid credit card as requested.

**Visa/MC – AMEX - Discover #** \_\_\_\_\_

**Exp. Date:** \_\_\_\_\_ **CVC Code:** \_\_\_\_\_

**Signature of Cardholder/Member** \_\_\_\_\_ **Date:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year written below.

**Signature of Member**

**Montclair Country Club, CJ EAGLE, LLC**

*Romana Johnson*

Director of Membership

**Date:** \_\_\_\_\_