

Member's Signature

Employee Use Only		
Employee:		
Tracker: SPF:		

Date

ast Name	First Name		Email Address	Jacket Size	
				( )	
Street Address				Contact Telephone Number	
City			State	Zip Code	
Spouse's Name (If Applicable)	Jacket Size	e			
Type of Membership	o (Check All That Apply):				
No	n - Resident Rates		Re	sident & Senior Rates	
☐ - Unlimited Singl	le Annual Pass	\$3,580	☐ - Unlimited Sin	ngle Annual Pass	\$3,380
☐ - Unlimited Single	le with Cart	\$4,850	☐ - Unlimited Sin	ngle with Cart	\$4,650
☐ - Unlimited Coup	ole* Pass	\$4,650	☐ - Unlimited Co	uple* Pass	\$4,450
☐ - Unlimited Coup	ole* w/cart	\$6,425	☐ - Unlimited Co	uple* w/cart	\$6,225
☐ - Limited Single	Annual Pass	\$2,600	☐ - Limited Single	e Annual Pass	\$2,400
☐ - Limited Single	Annual Pass w/Cart	\$3,875	☐ - Limited Single	e Annual Pass w/Cart	\$3,675
☐ - Limited Couple	* Pass	\$3,525	☐ - Limited Coup	le* Pass	\$3,325
☐ - Limited Couple	* Pass w/cart	\$5,290	☐ - Limited Coup	le* Pass w/cart	\$5,090
☐ - Unlimited Sout	h Course Pass	\$999	☐ - Unlimited So	uth Course Pass	\$999
☐ - Unlimited Sout	h Only w/cart	\$2,100	☐ - Unlimited So	uth Only w/cart	\$2,100
☐ - Youth South (A	ges 17 and Younger)	\$500	☐ - Youth South	(Ages 17 and Younger)	\$500
		Trail	Fees		
	🗆 - Priv	ate Cart Ar	nnual Fee \$1000	)	
	□ - Sen	ior Private	Cart \$750		
				TOTAL	
				TOTAL \$	
TERMS O COMPLETIONS					
<u>TERMS &amp; CONDITIONS</u> As a member, vou agree (a	) to be bound by the Club Rules tl	hat are attach	ed to this Application as	Exhibit B and incorporated herei	n by this
reference, (b) to pay all cha	arges and fees at the time of men	nbership activa	ation and (c) to be respon	nsible to the Golf Club for your c	onduct and the
	u must be 18 years old or older in				
• • • • • • • • • • • • • • • • • • • •	e. By signing below, I acknowledg	ge that I have r	ead and understood all o	of the Terms and Conditions rela	ting to my
membership.					•

# Exhibit A MEMBERSHIP OPTIONS

A limited number of annual pass memberships at Foxtail Golf club (the "Golf Club") are available to the general public without discriminatory regard to race, creed, religion, or national origin. Such annual memberships are provided at the discretion of the management of the Golf Club. Prospective purchasers must complete an application and acknowledge an understanding of the terms and conditions of membership. All Annual Pass Members are subject to the Club Rules, as the same may be amended from time-to-time.

The Golf Club's Annual Pass Memberships are comprised of the following:

# All Memberships include:

- 10% Discount Off Food & Beverage (excluding alcoholic beverages)
- 10% Discount Off All Non-Sale Merchandise in the Golf Shop

Membership Type	Term	Weekday Play	Weekend and Holiday	Additional Family
Limited Annual Pass	Date of Purchase through 12/31/2024	Unlimited	After 12:00pm	N/A
Limited Couple	Date of Purchase through 12/31/2024	Unlimited	After 12:00pm	Spouse & Children under 20 years old still living at home or enrolled in School
Unlimited Annual Pass	Date of Purchase through 12/31/2024	Unlimited	Unlimited	N/A
Unlimited Couple	Date of Purchase through 12/31/2024	Unlimited	Unlimited	Spouse & Children under 20 years old still living at home or enrolled in School
South Membership	Date of Purchase through 12/31/2024	South Only – Unlimited	South Only Unlimited	N/A

<sup>\*</sup>Couple – defined as married couple or registered domestic partners.

Rohnert Park Residents and Senior Discount - \$200 discount off posted rate (excluding South and Junior Membership). Must provide documentation indicating residence in Rohnert Park (Resident Card).

Seniors – Must be 62 or older by time of purchase.

Private Cart Trail Fees: All private cart owners must purchase an annual trail fee and affix registration stick onto cart. If no annual trail fee is purchased the daily rate is \$20 per cart. Private Carts must be: well maintained, electric only (no gas), & must have turf tires.

Annual Pass Holders are required to comply with the Club Rules, as they may be amended from time-to-time. The management of the Golf Club reserves the right to revoke any pass in the event that the Member violates any Club Rules.

## Course Recognized Holidays are as follows:

New Year's Day 1/2/2024	Martin Luther King Day 1/15/2024	President's Day 2/19/2024
Memorial Day 5/27/2024	Independence Day 7/4-5/2024	Labor Day 9/2/2024
Veteran's Day 11/11/2024	Thanksgiving Day 11/28/2024	Day after Thanksgiving 11/29/2024
Christmas Day 12/25/2024	New Year's Eve 12/31/2024	

Member's Initials

## EXHIBIT B FOXTAIL GOLF CLUB RULES AND REGULATIONS

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

#### Use of Facilities

Member is entitled to use and enjoyment of the 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.

Annual Pass Member Registration – All members are required to check in with the Golf Shop prior to play at all times and sign for a golf car when being used. Failure to register with the Golf Shop may result in a loss of membership.

The 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. Members are required to pay full tournament rates. The 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 Golf Club.

The management of the 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, or such other adjustments or changes as management, in its discretion, deems appropriate.

#### Reservation Policies

The Member shall make prior reservations for starting times according to the applicable Member's play. Starting times that are not cancelled at least 24 hours in advance of play will be addressed as follows:

1<sup>st</sup> Offense: Member warned and notation placed in file

2<sup>nd</sup> Offense: Member will lose ability to book starting times in advance.

All players must check in with the Golf shop at least twenty (20) minutes prior to a reserved starting time. Failure to do so may result in a cancellation or delay of the tee time if other parties are prepared to play or on standby.

#### 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 of golf in four hours and thirty minutes, whichever is less.

### Use of Golf Cars

Golf cars are to be driven in accordance with applicable car restrictions at all times, and otherwise in a safe and controlled manner. Golf cars are allowed on the fairways of all par 4's and 5's at a 90 degree angle from the ball to the car path. However, inclement weather or other conditions may evoke further golf car restrictions. Golf Shop staff will notify players of any temporary restrictions, but players are expected to refrain from driving golf cars where it may damage the golf course. No more than two golf cars per foursome are permitted and golfers will be expected to share cars where applicable.

## **Transfers and Revocations**

Membership privileges are personal to the Member and may not be sold, transferred, or otherwise assigned in any manner. The management of the 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. Club Rules may change from time to time at the discretion of management. All memberships expire as of the end of their stated term and the Golf Club is not obligated to continue any membership programs beyond such stated term. A new application for membership must be completed and approved for continued membership beyond the stated term.

In the event of a sale or other transfer of the 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 or her prorated share of 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 or 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 are non-refundable.

#### 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 Golf Club against any claims.

#### General Limitations

The Golf Club shall have no liability for the physical damage, theft, or loss to any personal property of Member or Member's guests in any way arising from the use of the 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 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 in the Golf Club provides the Member with certain privileges to use the Golf Club but does not grant the Member any ownership interest in the Golf Club, or any input into the management of the Golf Club.

Memher's	Initials	