



COLDWATER GOLF LINKS

MEMBERSHIP ENROLLMENT FORM

PLEASE PRINT CLEARLY

Date _____

First Name: _____ M.I.: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip _____

Daytime Phone: (_____) _____ - _____ Evening Phone: (_____) _____ - _____

E-mail: _____ D.O.B. _____

Membership Plans	Initiation Fee	8 month payment plan	12 month payment plan
<input type="checkbox"/> Individual	\$299	\$150	\$100
<input type="checkbox"/> Family	\$299	\$180	\$120
<input type="checkbox"/> Senior (over 65, includes season golf cart pass)	\$299	\$150	\$100
<input type="checkbox"/> Twilight Membership Privileges at Coldwater Golf Links during posted twilight hours			\$ 800
<input type="checkbox"/> Student Membership Privileges at all Coldwater Golf Links for any full time student under twenty-five (25) without paying adult			\$ 900
<input type="checkbox"/> Season Golf Cart Pass Unlimited use of Coldwater Golf Links golf carts for individual use. Additional members such as spouse and children are \$200 per person. Individual Members over the age of 65 receive complimentary golf cart use.			\$ 500

Membership fees are valid from January 1 to December 31 of membership year.

Membership Privileges

- Unlimited golf at Coldwater Golf Links based on type of membership
- Coldwater Golf Links Student Members can play at half off the rate card on Saturday, Sunday & Holidays prior to 1:00 p.m. The half price benefit cannot be combined with any other offer or promotion
- Twilight members can play during posted twilight hours on weekdays, weekends and holidays
- Use of the driving range & Complimentary USGA Handicap Service
- Complimentary Member gift*
- Complimentary Guest Passes
- 10% discount on all regularly priced merchandise
- Member tee times may be reserved thirty (30) days in advance
- Member Tournaments and Events*
- Up to three guests per visit, when accompanied by a Member, will receive a 20% discount off the price of non-twilight greens fees. The 20% guest discount cannot be combined with any other offer or promotion*

MEMBER SIGNATURE: _____ Date: _____

(A parent or guardian must sign for members under 18)



COLDWATER GOLF LINKS MEMBERSHIP CONTRACT

This Membership Contract (the "Agreement") is entered into on this _____ day of _____, _____ by you, the individual identified on the Coldwater Golf Links Individual Member Enrollment Form.

EXPLANATORY NOTE

Legacy Golf Associates Inc., an Iowa Corporation with a principal business address of 615 South 16th Street, Ames, Iowa 50010 ("Coldwater Golf Links"), owns and operates a privately owned, daily-fee golf course. Member desires an opportunity to enjoy Coldwater Golf Links facilities on a regular basis and obtain certain privileges associated with being identified as a member of Coldwater Golf Links. Member agrees to become a Member on the terms and conditions set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Member agrees as follows:

1. MEMBER: For purposes of this Agreement, "Member" shall mean the person identified on the "Coldwater Golf Links Individual Member Enrollment Form".

2. MEMBERSHIP. Upon payment of the Membership Fee (defined in Section 4), Member's membership privileges will be activated. Memberships may be refused or revoked at the discretion of Coldwater Golf Links. Membership Fee is neither refundable nor transferable. Payment of Membership Fee does not give Member any right, interest or ownership in Coldwater Golf Links. Members must present their membership card each visit. Membership privileges are personal to Member and may not be sold, transferred, or otherwise assigned in any manner. Privileges shall cease and terminate upon the death of Member. Coldwater Golf Links may revoke membership if Member violates any terms of this contract agreement. No portion of any fees paid is refundable upon revocation or suspension of a membership, other than as set forth in Section 14 below.

3. MEMBER PRIVILEGES. For the duration of the Membership Term, Member will receive certain benefits that vary and are dependant upon the type of membership elected under Section 4 below. Collectively, these benefits are referred to as "Member Privileges" Coldwater Golf Links reserves the right to modify Member Privileges at any time by providing written notice in accordance with Section 18 below.

4. MEMBERSHIP TYPES, MEMBERSHIP PRIVILEGES AND MEMBERSHIP FEES. Coldwater Golf Links offers several types of memberships, each with a corresponding annual fee (the "Membership Fee"). (Member is to initial after type of membership selected.)

A. Individual Membership. A Golf Membership at Coldwater Golf Links is a membership providing all of the following Membership Privileges: complimentary greens fees on weekdays, complimentary greens fees on Saturdays, Sundays and holidays, complimentary use of driving range, complimentary USGA® Handicap Service, 10% discount on all regularly priced merchandise in Coldwater Golf Links Pro Shop, invitations to Member tournaments and events, Member gift, Guest Passes and 20% discount on non-twilight greens fees for up to three (3) accompanied guests per visit. For privilege and billing purposes, Member shall be referred to as a Coldwater Golf Links Member. The Fee for one Individual Coldwater Golf Links Membership is a Membership fee of \$299, and a maintenance fee of either \$150 per month for 8 months, March-October, or \$100 per month for 12 months, January to December. _____

B. Family Membership. The Fee for one Family Membership is \$299 and a maintenance fee of either \$180 per month for 8 months, March-October, or \$120 per month for 12 months, January to December. The member agrees to pay the maintenance fee for a period of one (1) calendar year for which they join, after that time, this contract becomes a month-to-month contract that can be terminated with 30 days notice. _____

C. Senior Membership. The Fee for one Senior Membership is \$299 and a maintenance fee of either \$150 per month for 8 months, March-October, or \$100 per month for 12 months, January to December. The member agrees to pay the maintenance fee for a period of one (1) calendar year for which they join, after that time, this contract becomes a month-to-month contract that can be terminated with 30 days notice. _____

D. Twilight Membership. A "Twilight Membership" is a restricted membership that provides all of the following Membership Privileges solely during posted twilight hours: complimentary greens fees, and complimentary use of driving range. For purposes of this Agreement, the term "twilight" shall mean the time of the day when the rates change at Coldwater Golf Links facilities. The exact time of "twilight" changes seasonally and is regularly posted and updated on Coldwater Golf Links website and at the pro shop. Membership Privileges also include complimentary USGA® Handicap Service and a 10% discount on all regularly priced merchandise in Coldwater Golf Links Pro Shop. For privilege and billing purposes, Member shall be referred to as a Twilight Member. The Fee for one Twilight membership is \$800 annually. _____

E. Student Membership. A "Student Membership" is a full membership where the sole primary member is a minor (under the age of eighteen) or a person under the age of 27 considered a full time student (at least 12 credit hours). A Student Membership provides the following Membership Privileges: complimentary use of driving range and complimentary USGA® Handicap Service. Membership provides full membership privileges to minor. For privilege and billing purposes, Member shall be referred to as a Student Member. The Fee for one Student Membership is \$900.00 annually. _____

Notwithstanding the foregoing recitation of membership types and fees, Coldwater Golf Links reserves the right to offer other memberships and membership specials from time to time.

5. PAYMENT OF MEMBERSHIP FEES AND OTHER FEES.

- A. Member Account. Coldwater Golf Links will set up a Member Account for each Member. Member shall complete Exhibit A – Credit Card Enrollment Authorization Form as a condition of membership.
- B. Coldwater Golf Links Individual Membership Fees & Family Membership Fees. Member may elect to pay Membership Fees in a one-time lump sum payment by check, cash or credit card. Otherwise, all other payments hereunder shall be made by means of a credit card via Member Account. In the event that Member does not elect to pay Membership Fees in a lump sum payment, Membership Fees will be paid in installments as follows: (a) an Membership payment of \$299 upon execution of this Agreement; and (b) the balance in monthly payments automatically charged to the Member's credit card of record. The ongoing amount shall be that amount as agreed upon on Member Enrollment Form. From time to time, Coldwater Golf Links may find it necessary to adjust the fees charged for Membership Maintenance. These charges will be provided to the member at least 30 days prior to any changes being made in the pricing structure of such memberships.
- C. Twilight Membership Fees & Student Membership Fees. Fees for Twilight Membership & Student Membership must be paid in full at time of execution of this Agreement by cash, check, or credit card.
- D. Charge Privileges. Member may have charge privileges in the pro shop and mobile beverage carts as long as a valid credit card and authorizing signature is on file in Member Account with Coldwater Golf Links. Members must present their membership card at the time of charged purchases and should write their member number and signature on each sales ticket for charged purchases ("Charges"). Member may not authorize dependant children to exercise charge privileges to Member's Account.
- E. Posting. Member will be provided an itemized accounting on the 1st of the month for all Greens Fees, Guest Fees, Cancellation Fees and any other Charges to Member's Account for the preceding month. Membership Maintenance Fees shall be charged on the 25th of the month for next months amount due, for example April Maintenance Fees are charged to Member Account on March 25. Unless Member provides Notice within fifteen (15) calendar days (in accordance with Section 18 below) that it disputes a Charge to the Member's Account, all Charges will be billed to Member's credit card on the 17th of the calendar month. In the event that the charge is declined, Coldwater Golf Links will resubmit the charge within five (5) business days. In the event that the charge is declined again, Coldwater Golf Links will immediately notify Member and demand payment for unpaid account. Member must satisfy demand for payment of unpaid account within ten (10) business days. Failure to satisfy a demand for payment of declined charges will result in the suspension of membership privileges until payment is made in full. Such failure may also be grounds for membership termination at the discretion of Coldwater Golf Links.
- F. Non-payment and Collections. Members agree to pay all amounts when due. Amounts more than thirty (30) days overdue will accrue a finance charge of 1.5% each month. Members agree to pay all reasonable attorney fees and costs incurred by Coldwater Golf Links in the event that collection proceedings are undertaken to obtain monies owed to Coldwater Golf Links.

6. COMPLIANCE. Member agrees to abide by Coldwater Golf Links general policies as set forth herein and as may be published by Coldwater Golf Links from time to time. Coldwater Golf Links believes that golf is a game and expects Members to assist Coldwater Golf Links in keeping golf fun for everyone. Accordingly, Coldwater Golf Links expects all Members and guests to observe all federal, state and local laws at all times. Members must check in with the golf shop staff before proceeding to the course, driving range, practice area or other facilities. No alcohol may be brought onto Coldwater Golf Links premises for consumption. The only alcohol to be consumed on site is alcohol purchased on site. No underage drinking is permitted. Any damage to the golf course and property is the responsibility of the golfer to repair or replace. Coldwater Golf Links reserves the right to expel any golfer who uses excessive foul language, illegal substances or exhibits aggressive or violent behavior. **Children under the age of 16 are welcome on the golf course and in the clubhouse when accompanied by an adult, unless the general manager has granted permission for an unaccompanied visit in advance.**

7. RESERVATIONS. For groups of 2 – 8 players, Coldwater Golf Links will reserve Member's tee times for up to thirty (30) days in advance. Single Members may walk on after checking in with golf shop staff. To maintain the integrity of play administration, all Members and their guests, if any, must register in the golf shop at least 10 minutes prior to a reserved starting time. Failure to do so may result in a cancellation or delay if other parties are prepared to play or are on standby.

8. MEDIA RELEASE. From time to time, Coldwater Golf Links may publish photographs on its websites or marketing materials. You hereby give Coldwater Golf Links, its successors and assigns, the right and permission to publish or post, for art, advertising trade or any other lawful purpose whatsoever, your name, photograph and/or likeness. You release, discharge, and agree to save Coldwater Golf Links, its successors, officers, directors, employees, and agents from any liability in connection with the publication of any photograph or information pertaining to Member. Member waives any right to inspect and/or approve the finished product and printed matter that may be used in connection therewith, or the use to which it may be applied.

9. AVAILABILITY OF FACILITIES. Coldwater Golf Links reserves the right to host special events such as weddings, parties, and golf tournaments. Such events may partially restrict the availability of golf course starting times and any or all of the practice areas. Such special events also may preclude the use of the clubhouse. Any or all practice areas also may be unavailable from time to time because of inclement weather or maintenance practices. Coldwater Golf Links reserves the right to close the golf course and facilities for any reason in its sole discretion.

10. GUEST POLICIES. Members may host up to three accompanied guests at a rate of 20% off the regular posted rate for greens fees (the "Guest Fees"). All Guest Fees are payable at the time of play and may be charged to Member's Account. Guest Fees are not valid for tournaments or special events.

11. USE OF GOLF CARTS. As a rule, golf carts are allowed on the fairways, however, inclement weather or other conditions may evoke further cart restrictions. The golf staff will notify Members of any temporary restrictions, but players are expected to refrain from driving golf carts where it may damage the golf course. Privately owned golf carts are not allowed. No more than two carts per foursome are allowed unless authorized by the Pro Shop. No more than two riders and two golf bags per cart.

12. AWARDS PROGRAM. Member will be enrolled in Coldwater Golf Links Awards Program which accumulates points with each purchase made by Member. Membership Fees do count toward points. All purchases made at Coldwater Golf Links, with the exception of group outings and tournaments, will accumulate Awards points.

13. EARLY TERMINATION OR SUSPENSION OF MEMBERSHIP. In the event that Member (a) becomes disabled, sick or injured for a period exceeding thirty (30) continuous calendar days; (b) is activated for military service; or (c) is relocated for business more than (i) fifty (50) miles from Coldwater Golf Links property and (ii) more than fifty (50) miles from Member's address set forth on the Member enrollment form, Coldwater Golf Links may suspend or terminate Member's membership. In the event of disability, injury or illness, Member must provide a doctor's note to Coldwater Golf Links. In the event of military service, Member must provide a copy of military orders from issuing authority. In the event of relocation, Member must provide a copy of a utility bill or other correspondence to demonstrate new domicile. In the event of termination, Coldwater Golf Links will issue Member a pro rata refund of Membership Fees. In the event of suspension, Coldwater Golf Links will not issue any refund, but will freeze membership for the suspension period. Coldwater Golf Links shall not be obligated to terminate or suspend a Member's membership. Decisions regarding early termination or suspension of membership will be in the sole and absolute discretion of Coldwater Golf Links.

14. NO WARRANTY. Coldwater Golf Links provides the Membership Privileges an "as is" basis, without warranty or guarantee of any kind, either express or implied, including, but not limited to, the implied warranties or conditions of merchantability or fitness for a particular purpose.

15. LIMITED LIABILITY. In no event shall Coldwater Golf Links, its officers, employees or agents be liable for loss of any kind or for indirect, special or consequential damages of any kind, even if Coldwater Golf Links has been advised of the possibility of such damages arising from any defect or error. Member shall indemnify Coldwater Golf Links, its officers, employees and agents, and protect and hold Coldwater Golf Links, its officers, employees and agents harmless from and against any and all claims, liabilities, losses, costs, damages, expense, including consultants and attorneys fees, court costs, demands, causes of action or judgment directly or indirectly arising out of or related to membership or Member's use of Membership Privileges. Coldwater Golf Links disclaims any and all loss or liability resulting from, but not limited to: acts of God, unauthorized use or misuse of your account information, errors, omissions or misstatements in any information or Membership Privileges provided under this Agreement or Member's inability to use Membership Privileges. Coldwater Golf Links entire liability and that of its officers, employees, agents and any third party providing services as part of the Membership Privileges, and Member's exclusive remedy with respect to any matter arising out of this Agreement, is limited to the actual amount paid for Membership Fees.

16. INDEMNIFICATION. Member agrees to indemnify Coldwater Golf Links, its officers, employees and agents for any and all losses due to purposeful or negligent acts of Member, Member's guests, employees or children, including acts occurring as a result of the consumption of alcohol.

17. NOTICE. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, confirmed facsimile, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail with postage prepaid. Any notices to Coldwater Golf Links shall be delivered to Coldwater Golf Links at the following address: Coldwater Golf Links, 615 South 16th Street, Ames, Iowa 50010, facsimile: 515.233.4665, attn: Coldwater Golf Links Membership.

18. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the laws of the State of Iowa, without giving effect to any principles of conflict of laws to the contrary.

I HEREBY CERTIFY AND REPRESENT THAT I AM OVER THE AGE OF 18 YEARS, HAVE READ AND FULLY UNDERSTAND ALL TERMS OF THE MEMBERSHIP CONTRACT AND I INTEND TO BE LEGALLY BOUND AGREE TO ABIDE BY ALL TERMS. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT AND SUPERSEDES ANY PRIOR AGREEMENT OR UNDERSTANDING CONCERNING THE SUBJECT MATTER HEREOF.

MEMBER SIGNATURE: _____ Date: _____
(A parent or guardian must sign for members under 18)

EXHIBIT A

**MEMBER ACCOUNT CHARGE PRIVILEGES
CREDIT CARD ENROLLMENT AUTHORIZATION**

Member to Initial on line **A and/or B** (Does not apply if paid by check or cash)

_____ A) *The undersigned further authorizes Coldwater Golf Links to charge the Initial Membership Fee to Members authorized credit card account, by charging a deposit of \$_____ and then automatically charging the Maintenance Fee in monthly consecutive installments of \$_____, commencing on_____.

AND/OR

_____ B) The undersigned further authorizes Coldwater Golf Links to charge on a monthly basis, the balance due on the Member Account arising from Greens Fees, Cancellation Fees, purchases from the Pro Shop, mobile beverage and snack carts during the Term of the Membership to Member's authorized credit card account.

* Applies to Coldwater Golf Links Individual Member only.

The undersigned represents that he/she has full authority to enter into this Agreement. The undersigned acknowledges and agrees that the ability to make purchases from the Pro Shop, mobile beverage and snack carts is a privilege of membership that may be suspended at any time for non-payment. The undersigned agrees that in the event any charge is returned or declined by the card issuer, whether due to delinquency, over limit, suspension, closure or error, Member will pay the amount in question together with any fee incurred by Coldwater Golf Links as a result of such return or denial.

Coldwater Golf Links accepts MasterCard®, Visa®, Discover® and American Express®. Authorized credit card information may be changed by giving Coldwater Golf Links no less than thirty (30) days advance notice and execution of another authorization form. This authorization shall remain in effect for the duration of the Membership Term.

Type of Credit Card: (Circle) MASTERCARD VISA DISCOVER AMERICAN EXPRESS

Signature: _____

Name on Credit Card: _____

Credit Card Number: *****ON ENCRYPTED FILE*****

Expiration Date: *****ON ENCRYPTED FILE*****

CV Number: *****ON ENCRYPTED FILE*****

Date of this Authorization: _____