



SOUTHERN TRACE

C O U N T R Y C L U B

Membership Agreement



PERSONAL RELEASE

I _____, the undersigned, hereby grant permission to STCC Member Acquisition Inc., (dba Southern Trace Country Club), and Troon Golf, LLC., and its members, officers, employees, and agents (the “Released Parties”), to photograph me, record my voice and use my picture, photograph, silhouette and other reproductions of my physical likeness and sound as part of a video documentary (“the Picture”) and further grant permission for the unlimited distribution, advertising, promotion, exhibition and exploitation of the Picture by any method or device now known or hereafter devised in which the same may be used, and/or incorporated and/or exploited. I agree that I will not assert or maintain against the released parties, any claim, suit, or demand of any kind or nature whatsoever including but not limited to, those grounded upon invasion of privacy, rights of publicity, or other civil rights, or for any reason in connection with your authorized use of my physical likeness and sound in the Picture as herein provided. I affirm that neither I, nor anyone acting for me, gave or agreed to give anything of value to the Released Parties for arranging my appearance on the Picture. I have read the foregoing and fully understand the meaning and effect thereof and, intending to be legally bound, I have signed the release.

Primary Member Signature

Date

Print Name

Spouse Member Signature

Date

Print Name

I. PURCHASE OF MEMBERSHIP

I hereby elect to acquire and pay the Membership Contribution set forth below for an Equity Golf Membership in Southern Trace Country Club owned by STCC Member Acquisition Inc., a nonprofit Louisiana corporation (the "Club").

MEMBERSHIP CATEGORY

MEMBERSHIP CONTRIBUTION (*initiation fee*)

\$

I acknowledge that my Membership in the Club is pursuant to the Club's Membership Plan and Bylaws (the "Plan/Bylaws"), the Rules and Regulations, and this Membership Agreement between the Club and Member (collectively, the "Membership Documents"). I hereby acknowledge receipt of the Membership Documents and that I have read and understand the Membership Documents and agree to be bound by the terms and conditions thereof, as the same may be amended from time to time by the Club. I further acknowledge that I am not relying on any oral representation of any party in acquiring a Membership in the Club.

I hereby agree to substitute any membership privileges I may have under any prior or existing membership agreements, and all prior membership plans and membership agreements of any nature issued by the prior owners of the prior club and club facilities (the "Prior Owners") (the prior membership plans and any other plans or prior bylaws shall be collectively the "Prior Plans") for the rights or privileges set forth in the Plan/Bylaws and this Membership Agreement for the Membership.

II. PAYMENT OF MEMBER CONTRIBUTION, DUES, FEES AND CHARGES

I hereby agree to pay to the Club the membership dues, fees and charges for my Membership. The current amount of dues for the Membership are described on a separate Schedule of Dues, Fees and Charges periodically established by the Club and are due and payable pursuant to the terms and conditions in the Plan/Bylaws.

I hereby request that all dues, fees, and charges be billed directly to my club account. In the event that any amounts owed to the Club are not paid on a timely basis, I understand that I may be charged a late fee in accordance with the Plan/Bylaws. I acknowledge that the Club may take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of my privileges or membership and/or legal action, and that I shall be liable for all costs and for any expenses of such legal action, and that I shall be liable for all costs and for any expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

III. RELEASE

I hereby release and forever discharge the Club and its officers, directors, committee members, employees and agents (collectively the "Owner Parties") from each and every claim, demand and cause of action (each, and collectively, "Claims") that I now have or may ever have regarding any Prior Plans, any prior membership documents or agreements related to the prior club and/or its predecessor in interest. This release of the Owner Parties expressly includes, but is not limited to, any Claims related to obligations under the Prior Plans, including but not limited to, any obligations concerning any refund or previous membership deposit or fee, including obligations for the Thirty Year Refund, defined below, which obligation is retained by Prior Owners.

IV. REFUND OF MEMBERSHIP AMOUNT/ RELEASE OF 30 YEAR REFUND

I understand and agree that I will be not be entitled to any refund of my membership contribution for my membership in accordance with the Plan/Bylaws. I further agree that the Prior Owner has retained and is responsible for all obligations concerning my refund in thirty (30) years of my Membership Deposit, if any, pursuant to the Prior Plans (the "30 Year Refund Rights").

V. USE OF CLUB FACILITIES

I hereby acknowledge that the use of the facilities owned by the Club ("Club Facilities") and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. I hereby accept any and all risk of injury to myself and my guests, invitees and family members sustained while using the Club Facilities or while involved in any event or activity incident to membership in the Club. In accepting the risk of injury, I acknowledge and, on behalf of my guests, invitees and family members acknowledges, that each understands that they are relieving the Club of its successors and assigns and each of its board of directors, officers partners, employees, representatives and agents and the other members of the Club and any Club committee and all such committees' members from any and all loss, cost, claims, injury, damages or liability sustained or incurred by myself and my guests, invitees and family members resulting from or arising out of any conduct or event connected with membership in the Club and use of any of the Club Facilities.

VI. MISCELLANEOUS

I hereby submit a check in the required amount of the Membership Contribution, with this executed Membership Agreement. This Membership Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall be deemed once and the same instrument. Facsimile or electronic signatures on this Membership Agreement shall be treated as and given full force and effects as original signatures.

I reviews all documents and obtained all information that I believe necessary to my decision to execute this Membership Agreement. I further acknowledge that I have the right to consult with an attorney to the extent I believe such advice is necessary. I specifically grant the Club security interest in the Membership issued to me for any amounts owed by me to the Club.

If the prospective member is married, the signatures of both spouses are required. This Membership Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Louisiana without giving effect to principles of conflicts of law.

I HEREBY ACKNOWLEDGE THAT I AM ACQUIRING A MEMBERSHIP FOR THE SOLE PURPOSE OF OBTAINING RECREATIONAL USE OF THE CLUB FACILITIES, AND NOT AS AN INVESTMENT OR FOR ANY ECONOMIC PROFIT OF ANY NATURE FROM THE MEMBERSHIP IN THE CLUB.

Date

Applicant's Signature

Date

Spouse's Signature



Southern Trace Country Club

Member Information

Primary Member Information

Mr. /Mrs. /Ms. /Dr. _____ Last Name: _____

Company Name: _____ Title: _____

Home Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: (_____) _____ - _____ Cell Phone: (_____) _____ - _____

Email Address: _____

Date of Birth: ____/____/____ Wedding Anniversary: ____/____/____

Spouse Information

Mr. /Mrs. /Ms. /Dr. _____ Last Name: _____

Company Name: _____ Title: _____

Home Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: (_____) _____ - _____ Cell Phone: (_____) _____ - _____

Email Address: _____

Date of Birth: ____/____/____

Dependents *(under the age of 23 – living at home full-time or away at school)*

Name	M/F	DOB	Name	M/F	DOB

Previous Club or Organizational Involvement

Club/Org Name: _____ Club/Org Reference: (_____) _____ - _____

Club/Org Name: _____ Club/Org Reference: (_____) _____ - _____

Membership Category *(check one)*

- Golf Founder
- Junior Golf Founder
- Founder Racquet Sports
- Golf
- Senior Golf
- Junior Golf
- Non-Resident Golf
- Racquet Sports
- Social Fitness
- Player Development
- Dining

Total Non-Refundable Initiation Fee: \$_____ Monthly Dues: \$_____

Additional Schedule of Charges: *(check all that you wish to add to your membership)*

- Cart Plan | \$100 per month
- Private Trail Fee | \$85 per month
- Half Locker | \$100 per year
- Full Locker | \$140 per year

Member Sponsor: _____ Phone: (_____) _____ - _____

Member Sponsor: _____ Phone: (_____) _____ - _____

Payment Options

The billing cycle ends on the last day of each month. You will receive an electronic statement and/or will be able to access your statement online between the 1st and 5th of the month. The statement will reflect the upcoming month’s dues and the previous month’s account charges.

_____The balance due on this account will be paid by check prior to the 25th of the month. I understand that if the account is not paid-in-full by the 25th of each month, or the previous business day if the 25th falls on a weekend or holiday, the credit card provided will be drafted for the balance plus an additional 3% service charge.

If accepted into membership at the Club, this Membership Application, any promissory note or addendum hereto, and the Membership Documents will be my membership contract with the Club. The terms and conditions of my membership may not be added to, amended or contradicted in any way by evidence or prior, contemporaneous or subsequent oral agreements of any kind, and I acknowledge there are no unwritten agreements of any kind. By submitting this Membership Application, I represent and affirm that the information provided herein is true and correct. If signing electronically, I agree that my electronic signature has the full force and effect of a signature affixed by hand to a paper document.

If this membership includes a spouse, I certify that we hold a marriage license or its equivalent and that we are each jointly and severally liable for all charges incurred under our membership.

Primary Member Signature

Date

Spouse Signature

Date