



PALMETTO HALL
PLANTATION



Palmetto Hall Plantation Club Membership Application & Agreement

I respectfully submit this confidential application for membership, which is owned and operated by Brown Golf Management, LLC.

Applicant Information

Name _____ Birthdate _____

Spouse's Name _____ Birthdate _____

Dependent Children (under the age of 23)

_____	Sex _____	Birthdate _____
_____	Sex _____	Birthdate _____
_____	Sex _____	Birthdate _____

Home Address: _____

City _____ State _____ Zip _____

Billing Address (if different): _____

City _____ State _____ Zip _____

Home Phone: _____ Cell Phone: _____

E-mail Address: _____

Employed by: _____

Address: _____

Position: _____ Business Phone: _____

Credit Card Info: Type M/C Visa Card # _____ Exp. _____

Name on Card: _____ CCV: _____

Membership Categories

Please designate the category which you will assume Membership Status through Brown Golf.

Golf Plan Options: Single Golf Family Golf Annual Monthly

Cart Plan Options: Single Annual Family Annual Pay as you Go

Annual Social Membership Monthly Social Membership

Initiation Fee/Dues

The initiation Fee for the designated membership is **\$3,500** and payment accompanies this Membership Agreement and Application. Memberships are subject to the benefits, terms and conditions set forth in the Membership Bylaws for Palmetto Hall Plantation Club as amended from time to time. Memberships in the Club are transferable only as provided in the Bylaws.

Assumptions of Liability

It is understood and agreed that the Applicant is assuming no liabilities whatsoever in connection with this membership other than the payment of the sum set out above, any applicable membership dues and charges incurred by Applicant, Applicant's family, and Applicants guests in the use of the Club and that such membership does not confer upon Applicant any ownership, interest, or rights of nature in the Club property or assets, as further provided in the Bylaws. Applicant understands that the only right which the Applicant acquires by becoming a Member of the Club is the revocable license to use the Club's facilities described in the Bylaws. Applicant understands that any use of the facilities at the Club by Applicant, Applicant's family, or Applicant's guests is done at their own risk, and the Club is not liable for personal injury, theft, or loss of personal property, as further provided in the Bylaws.

Payment of Membership Account

Payment of account is due on receipt of the monthly statement. Applicant agrees to pay the account when due. Applicant agrees that the Club may assess a late charge for past-due accounts as provided in the Bylaws, as amended from time to time. Payments on delinquent accounts apply first to reduce late charges and accrued dues, next to food and beverage charges, then to any other charges. Dues and other charges are considered luxuries under all applicable laws. Applicant further agrees to maintain a current credit card account in the Applicant's name on file with the Club at all times. In the event that the Applicant's account is more than thirty (30) days past due, Club shall have the right to bill such past-due amounts to Applicant's credit card. Payments on all delinquent accounts apply first to reduce late charges and accrued dues, then to any other charges. Applicant agrees to pay all reasonable attorney's fees, investigator fees, and costs in the event this amount is turned over for collection. Member agrees that payment of all charges to the Member's account, made in accordance with the Brown Golf Membership Agreement, shall be due and owing on the 18th of the month following the month in which the charges are incurred. Member agrees that payment of all said monthly charges shall be charged against the card listed below at the bottom of the "Credit/Debit Card Payment Authorization Form" on the monthly due date, unless valid payment is made for such charges by check prior to the monthly due date. Valid payment by check shall be considered delivery by Member and receipt by Brown Golf of a check upon which sufficient funds may be drawn to satisfy the monthly charges then due and owing. By signing below, Member hereby authorizes Brown Golf to charge the credit/debit account pledged on the Applicant Information section of this Member Application. Member further agrees that in the event he/she fails to pay said monthly charges when due, for whatever reason, by the end on the calendar month in which the monthly charges have been billed, the Member's account will become delinquent. Member agrees that in the event the Member's account becomes delinquent, he/she shall pay, in addition to the delinquent monthly charges, a penalty equal to five (5%) percent of the total delinquent monthly charges until paid.

Resignation/Transferability/Refunds

Applicant may resign from the Club by giving written notice to the Club, provided however, such resignation does not in any way modify or amend the terms of the Declaration of Covenants and Restrictions of Palmetto Hall Plantation requiring a Lot Owner to obtain a Club Membership and pay the related membership dues. For Applicants that do not own a lot within Palmetto Hall Plantation, the effective date of a resignation will be sixty (60) days after the date the Club receives Applicant's written notice. All accrued dues and other charges for which the Applicant is liable are due upon the effective date of resignation. Applicant understands that the Club does not permit transfers of membership except as allowed in the Bylaws. Refunds of the Initiation Fee, if the membership category allows a refund of all or a portion of the Initiation Fee, are subject to terms, conditions, and restrictions set forth in the Bylaws.

It is understood and agreed that there shall only be one (1) member per membership (the 'Primary Member'): membership shall not be issued in joint names. With regard to any claim or dispute about the ownership of a membership, the Club shall rely on this application to confirm ownership of the membership in the name of the Applicant who shall be the Primary Member if this application is approved. Notwithstanding the foregoing, in the event of a personal divorce, this membership is not divisible and shall be allocated by agreement of all claimant, or in the absence of an agreement, by court order. Such allocations are subject to the sole approval of the Club. The successor to the membership shall execute all necessary papers and pay all transfer fees required by the Club.

Bylaws / Operating Rules and Regulations

Applicant hereby acknowledges that Applicant has received, read, and understands the Bylaws applicable to this membership, which are incorporated herein by reference. Owner may implement operating rules and regulations from time to time and such Operating Rules and Regulations when adopted are incorporated herein by reference. If elected to membership, Applicant hereby agrees that Applicant's use of the Club and privileges under the membership are subject to terms, conditions, and restrictions set forth in the Bylaws and the Operating Rules and Regulations. Applicant agrees to conform to and abide by said Bylaws and Operating Rules and Regulations as each may be amended from time to time. The Club reserves the right in its sole and absolute discretion to terminate membership in the Club, discontinue operation of any or all of the Club facilities, to sell or otherwise dispose of the Club facilities in any manner, and to make any other changes to the terms and conditions of membership or use of the Club facilities. Where applicable, references to the Club shall mean management of the Club as appointed by the Owner. Applicant hereby acknowledges and agrees that the applicant is acquiring the membership for the sole purpose of obtaining the recreational use of the Club facilities, and not as an investment or for economic gain or profit. In the event of any conflicts or inconsistencies between the terms of this Membership Agreement and the terms of the Bylaws and/or Operating Rules and Regulations, the terms of this Membership Agreement shall control.

Applicant Authorization

By signing below, Applicant acknowledges and agrees that: (1) This Membership Agreement and Bylaws and the Operating Rules and Regulations constitute the entire agreement between the Owner and the Applicant; (2) There are no other written or oral understandings, promises or agreements between Applicant and Owner upon which Applicant has relied in making this Application; and (3) Neither this Membership Agreement, the Bylaws, the Operating Rules and Regulations, not the rights and obligations they create; may be modified, amended, enlarged, or revised orally or by and party or instrument other than a written amendment adopted by the owner.

If the membership is a Lease Membership, Applicant acknowledges (i) that Applicant is committing to be a Leave Member for two (2) years. (ii) the initiation fee is non-refundable and the Lease Membership is non-transferrable. Additionally, (i) the Lease Membership is related to _____ (insert address of Palmetto Hall Lot) and the Lot Owner is not required to pay Membership dues until such time as the Lease Membership associated with the Lot is terminated or resigned and (ii) while the Lease Membership associated with the Lot is active, the Lot Owner shall have no Club usage rights unless the Lot Owner obtains a separate membership at the Club. Lot Owner acknowledges that Applicant's Lease Membership does not in any way modify or amend the terms of the Declaration of Covenants and Restrictions of Palmetto Hall Plantation requiring Lot Owner to obtain a Club membership, but does satisfy Lot Owner's obligation to pay membership dues, (ii) that Lot Owner's membership shall become inactive and Lot Owner should have no obligation to pay membership dues and shall have not membership privileges, and (iii) that upon the resignation or termination of the Applicants Lease Membership, Lot Owner's membership shall again become active and Lot Owner will again be required to pay membership dues.

Applicant's Signature _____ Date _____

Spouse's Signature _____ Date _____

Lot Owner (if a Lease Membership) _____ Date _____

For Office Use Only

Application Received By _____ Date _____

Join Date _____

Amount Paid _____

Member Number _____

Palmetto Hall Plantation Club
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