

## **Dr. Gil Morgan Golf Course Membership Agreement**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**THE UNDERSIGNED** acknowledges that he/she is desirous and agrees to pay the below described amounts for use of the **Gil Morgan Municipal Golf Course**, hereafter referred to as **COURSE**. In consideration of the purchase of this membership, the **CITY** does hereby agree to provide facilities for playing golf and gives the **MEMBERS** the right to use the golf course during regularly scheduled hours, excluding tournaments.

**THE GOLF COURSE** will be open to play seven days a week from 8:00 am to Sunset. It is hereby acknowledged that, from time to time, it may be necessary to close or otherwise suspend play due to regular unforeseen maintenance of the course, or extreme weather conditions.

**USE OF THE FACILITIES BY MEMBERS:** it is expressly agreed that use of all facilities shall be undertaken at the member's own risk, and the **MEMBER** represents that he/she is physically able to undertake the play of golf. the **CITY** Shall not be liable for any claims, demands, injuries, action or causes of action whatever. The **MEMBER** does hereby expressly, forever, release and discharge the **CITY** from such claims, demands, actions or causes of action, and from all facts of active or passive negligence on the part of the **CITY** or its employees.

**DAMAGES TO FACILITIES:** **MEMBER** agrees to pay for any damages arising from any careless use of the **COURSE** caused by said **MEMBER**. Any disputed damages by a **MEMBER** may be mediated by the **WEWOKA GOLF BOARD** with their recommended disposition considered by the **WEWOKA CITY COUNCIL**.

**RIGHT TO TERMINATE, CHANGE SERVICES, RATE AND FACILITIES.** It is agreed by the **MEMBER** and the **CITY**, at its sole discretion, may cancel any **MEMBER'S** membership for any violation of the course regulations, policies, facilities, locations, services, hours, rate, and/or fees. **MEMBER** fees and charges are subject to change, without notice, at the sole discretion of the **CITY**. (However, any fee changes shall be considered in an open meeting by the **WEWOKA CITY COUNCIL**). Any such changes do not affect this contract or agreed payment schedule; it does not release the **MEMBER** from any obligation under this contract, including fee schedule, except upon written agreement of both parties or upon expiration of this contract. **PROVIDED HOWEVER**, should a **MEMBER** elect to

opt out of this agreement, **AS A CONDITION OF REJOINING**, That MEMBER will have to pay the first year's membership in full before going back to monthly payments.

**IT IS UNDERSTOOD AND AGREED** that the **CITY** and Its employees are not responsible for lost or stolen articles of clothing or any other lost articles or possessions of personal property.

**IN THE EVENT** that a **MEMBER** relocates to a permanent residence beyond a twenty-five (25) mile radius of their present location or the **CITY LIMITS OF THE CITY OF WEWOKA**, whichever is further, The **MEMBER** has the option to cancel this contract, **PROVIDED THAT** all payments and fees are paid up to date and such relocation is given, or the **MEMBER** may sign a new contract with the location of residence. Membership Contracts are for one year and are taken from July 1<sup>st</sup> to June 30<sup>th</sup> every year. The contract shall remain in effect perpetually until the desire to terminate is received by the **CITY**. It is the responsibility of the **MEMBER** to notify the **CITY** of his/her desire to terminate membership. No past due payments will exceed 1-year fees. After 90 days of non-payment, membership privileges will be suspended, play will be daily green fees only, and contract fees will continue to accrue. Reinstatement of membership privileges will not occur until all accrued contract fees are paid.

**RULES, REGULATIONS AND POLICIES** provided above are part of the Membership Contract, and **MEMBERS** are obligated to observe and comply with the same. Reasonable changes, if necessary, regarding the health, protection, and/or safety of members, may be posted from time to time at the Pro Shop. Any changes shall be considered in an open meeting by the **WEWOKA GOLF BOARD** and the **WEWOKA CITY COUNCIL**. All Membership Contracts shall be subject to strict compliance therewith.

Individual Membership  Mo.  Yearly \_\_\_\_\_

Family Membership \_\_\_\_\_

(Includes spouse and children living at home under the age of 18)

Trail Fees

Cart Storage

Non-Electric \_\_\_\_\_

Electric \_\_\_\_\_

**I AGREE I CANNOT TERMINATE MEMBERSHIP UNTIL 1 YEAR FROM THE DATE SHOWN BELOW.**

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

Signature: \_\_\_\_\_