

# RIPON GOLF CLUB FREQUENT PLAYER PLAN

LAST NAME	FIRST NAME	MI	MEMBER #
MAILING/BILLING ADDRESS		CITY	ZIP
CELL PHONE NUMBER			DOB
EMAIL ADDRESS			
<b>EVOLUTION SINGLE: \$699.95 MONTHLY - \$8399.40 ANNUALLY</b> <b>EVOLUTION COUPLES: \$899.95 MONTHLY - \$10799.40 ANNUALLY</b> 1 TIME \$499 INITIATION FEE WITH MONTHLY PLAN		UNLIMITED GOLF AND GREEN FEES AT ALL SGM FACILITIES INCLUDES PRIVATE CARTS AT PARTICIPATING FACILITIES	

	7 DAYS MON-SUN HOLIDAYS WEEKENDS	5 DAYS MON-FRI NO HOLIDAYS OR WEEKENDS	4 DAY MON-THURS NO HOLIDAYS OR WEEKENDS	COUPLES MARRIED OR DOMESTIC PARTNERS ONLY	FAMILY 7 DAY UNLIMITED COUPLE PLUS TWO JUNIORS LIVING AT HOME	JUNIOR ANNUAL 17 & UNDER
<b>ANNUAL</b>	2039.40	1679.40	1559.40	3119.40	4319.40	100

ONE TIME INITIATION FEE OF \$299.99 APPLICABLE TO MONTHLY PLANS

	IN & OUT 7 DAYS MON-SUN HOLIDAYS WEEKENDS	IN & OUT 5 DAYS MON-FRI NO HOLIDAYS OR WEEKENDS	IN & OUT 4 DAYS MON-THURS NO HOLIDAYS OR WEEKENDS	FAMILY IN & OUT	COUPLES IN & OUT		COURSE CART
						<b>MONTHLY</b>	224
<b>MONTHLY</b>	179.95	149.95	129.95	359.95	329.95	<b>ANNUAL</b>	2688

**AUTOMATIC PAYMENT OPTIONS**

___ Visa ___ Master Card ___ Amex Discover	A 2% Convenience Fee will be applied for any debit or credit card transaction		Checking Account Savings Account	NO CONVENIENCE FEE WILL BE ADDED FOR THESE TRANSACTIONS. A \$25.00 fee will be charged for any transaction returned unpaid by your bank
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PLEASE PROVIDE YOUR DESIRED PAYMENT INFORMATION TO THE PRO SHOP STAFF

CC#	CVV:	Ex Date:
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Account#	Routing#
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**EFT AUTHORIZATION**

I AUTHORIZE SGM to electronically deduct the monthly dues, fees and charges for all balances due monthly automatically from my designated account on approximately the 1st of each month for the current month and continuing until my agreement is terminated or canceled. I understand fully that I may change my EFT account at any time, but I may not cancel EFT as it is a requirement of my membership.

Signature	Date
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By my signature above, I Hereby acknowledge that I have read this form, and the Terms and Conditions for Membership (page 2) in their entirety and agree to all terms & provisions, hereof and I further agree to be bound and abide by all rules and regulations of SGM, Inc., which may be modified or amended and which are available at any of SGM's facilities or on its website at [www.sierragolfmanagement.com](http://www.sierragolfmanagement.com). I understand the initial agreement is for a term of one year as per the Terms and Conditions (page 2).

SGM Representative		Membership Start Date	
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REVISED 7/01/2020

**TERMS AND CONDITIONS FOR AGREEMENT**

**ARTICLE I: TERMS, SUSPENSION AD TERMINATION OF AGREEMENT**

**SECTION 1. TERMS.** TERMS OF THIS CONTRACT ARE FOR ONE YEAR. THE AGREEMENT WILL AUTOMATICALLY RENEW AFTER THE EXPIRATION, PROVIDED THAT PLAYER IS NOT IN DEFAULTS OF ANY PROVISION OF THIS AGREEMENT, AND SUBJECT TO THE TERMS AND CONDITION HEREOF. AUTOMATIC RENEWAL TERMS MAY BE CANCELED AT ANY TIME PROVIDED A 20-DAY PRIOR WRITTEN NOTICE IS DELIVERED TO SGM, INC., PO BOX 788, CHOWCHILLA, CA 93610. OR YOU CAN E-MAIL US AT [GOLFREVOLUTION@SIERRAGOLFMANAGEMENT.COM](mailto:GOLFREVOLUTION@SIERRAGOLFMANAGEMENT.COM). IT IS ALSO UNDERSTOOD THAT SGM HAS THE OPTION TO CHANGE MONTHLY RENEWAL DUES WITH 20 DAYS PRIOR WRITTEN NOTICE.

**SECTION 2. SUSPENSION.** IF MONTHLY PAYMENTS ARE NOT PAID OR DECLINED AND RESTITUTION IS NOT MADE WITHIN 30 DAYS AFTER DATE OF OBLIGATION, SGM MAY, AT ITS DISCRETION, SUSPEND PLAYER'S AGREEMENT. MONTHLY DUES WILL CONTINUE TO ACCRUE UNTIL PLAYER OR SGM CANCELS AGREEMENT. PLAYER IS RESPONSIBLE FOR FULL PAYMENT OF CURRENT DUES; ALL ACCUMULATED PAST DUES TO DATE AND THE REMAINING BALANCE OF CONTRACT. SUCH AMOUNT IS DUE AND PAYABLE IMMEDIATELY. IF PAYMENT OF PAST AND CURRENT DUES IS MADE IN FULL, AGREEMENT WILL BE REINSTATED TO ACTIVE STATUS. IF NO PAYMENT IS MADE, SGM MAY TURN THE ACCOUNT OVER TO A COLLECTION AGENCY. SGM SHALL BE ENTITLED TO ALL COSTS OF COLLECTION, INCLUDING ATTORNEY'S FEES, IN THE EVENT OF ANY DEFAULT HEREUNDER.

**SECTION 3. INVOLUNTARY CANCELLATION.** SGM RESERVES THE RIGHT AT ANY TIME TO REVOKE THE AGREEMENT OR PRIVILEGES THERE UNDER OF ANY MEMBER FOR FAILURE TO COMPLY WITH ANY OF THE RULES AND REGULATIONS OF SGM OR FOR ANY CONDUCT SGM DEEMS TO BE IMPROPER. THE AGREEMENT OF ANY PLAYER WHO IS MORE THAN 30 DAYS PAST DUE ON HIS/HER ACCOUNT MAY, AT SGM'S DISCRETION, BE CANCELED. THE AGREEMENT MAY BE TERMINATED BY WRITTEN NOTIFICATION MAILED TO THE LAST ADDRESS ON SGM RECORDS FOR PLAYER BEING CANCELED. A CANCELED PLAYER WILL REMAIN LIABLE FOR ALL BALANCES INCURRED PRIOR TO AGREEMENT TERMINATION.

**SECTION 4. VOLUNTARY CANCELLATION.** EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN SECTION 5 OR 6 BELOW, NO CANCELLATIONS WILL BE ACCEPTED.

**SECTION 5. DEATH AND DISABILITY.** SHOULD PLAYER DIE OR BECOME DISABLED AND THEREFORE UNABLE TO RECEIVE ALL SERVICES FOR WHICH HE/SHE HAS CONTRACTED, PLAYER OR HIS/HER ESTATE SHALL BE RELIEVED OF OBLIGATIONS FOR PAYMENT FOR SERVICES OTHER THAN THOSE RECEIVED PRIOR TO DEATH OR THE ONSET OF DISABILITY AND SHALL BE ENTITLED PROMPT PROPORTIONAL REFUND OF PREPAID DUES FOR SERVICES NOT YET RECEIVED. PLAYER AGREES THAT IN THE EVENT HE/SHE CLAIMS DISABILITY, HE/SHE HEREBY CONSENTS TO SUBMIT COPIES OF HIS/HER PHYSICIAN'S REPORT, DIAGNOSIS AND PROGNOSIS TO SGM WITHIN TEN (10) DAYS OF PLAYER'S CLAIMING DISABILITY.

**SECTION 6. RELOCATION.** PLAYER MAY CANCEL THIS CONTRACT IF THE PLAYER PERMANENTLY MOVES HIS OR HER RESIDENCE MORE THAN 75 MILES FROM THEIR HOME FACILITY. THE PLAYER MUST PROVIDE THE CLUB WRITTEN PROOF OF RELOCATION BY DELIVERING, BY CERTIFIED OR REGISTERED MAIL, THE PLAYER'S NEW ADDRESS, PHONE NUMBER.

**ARTICLE II: RULES AND REGULATIONS - THE RULES ARE POSTED AT EACH COURSE.**

**SECTION I. RULES AND POLICIES.** IN ADDITION TO THE TERMS AND CONDITION CONTAINED HEREIN, PLAYER ACKNOWLEDGES AND AGREES THAT PLAYER SHALL BE BOUND BY AND COMPLY WITH ALL RULES, REGULATIONS AND POLICIES ESTABLISHED BY SGM. SGM RESERVES THE RIGHT IN ITS SOLE AND ABSOLUTE DISCRETION TO AMEND, MODIFY OR CANCEL ANY OF ITS RULES, REGULATIONS AND POLICIES AND/OR ADOPT ADDITIONAL RULES, REGULATIONS OR POLICIES. ANY VIOLATION OF THE RULES, REGULATIONS AND POLICIES BY PLAYER MAY RESULT IN THE TERMINATION OF PLAYER'S CONTACT, IN SGM'S SOLE AND ABSOLUTE DISCRETION.

**ARTICLE III: LIABILITY OF PROPERTY**

SGM IS NOT LIABLE TO YOU FOR ANY PERSONAL PROPERTY THAT IS DAMAGED, LOST OR STOLEN WHILE ON OR AROUND SGM PREMISES, INCLUDING, BUT NOT LIMITED TO A VEHICLE OR ITS CONTENTS OR ANY PROPERTY LEFT IN A GOLF CART. IF YOU CAUSE ANY DAMAGE TO SGM PREMISES, YOU ARE LIABLE TO SGM FOR ITS COSTS OF REPAIR OR REPLACEMENT.

**ARTICLE IV**

**SECTION 1. ENTIRE AGREEMENT AND ENFORCEMENT.** YOU ACKNOWLEDGE THAT NEITHER SGM, ANY OF ITS REPRESENTATIVES, NOR ANYONE ELSE, MADE ANY REPRESENTATIONS OR PROMISES UPON WHICH YOU RELIED IN ENTERING THIS CONTRACT, WHICH ARE NOT STATED IN THIS CONTRACT. THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOUR AND SGM, AND REPLACES ANY ORAL OR OTHER PRIOR WRITTEN AGREEMENT. IF A COURT DECLARES ANY PART OF THIS CONTRACT INVALID, IT WILL NOT INVALIDATE THE REMAINING PARTS, WHICH CONTINUE UNAFFECTED. IF SGM DOES NOT ENFORCE ANY RIGHT IN THIS CONTRACT FOR ANY REASON, SGM DOES NOT WAIVE ITS RIGHT TO ENFORCE IT LATER.

**SECTION 2. ARBITRATION.** ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE ALLEGED BREACH THEREOF, SHALL BE RESOLVED EXCLUSIVELY BY FINAL, BINDING AND SPECIFICALLY ENFORCEABLE ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY ARBITRATION HEREUNDER SHALL BE HELD ONLY IN MADERA COUNTY, CALIFORNIA AND ENFORCED ONLY IN THE STATE DISTRICT COURT SITUATION THEREIN. NO APPEALS SHALL BE PERMITTED.