

Southern Oaks Country Club

POOL MEMBERSHIP AGREEMENT AND APPLICATION

This Membership Agreement and Application (the "Agreement") is entered into at Vermilion Parish, Louisiana, as of _____, 20____, between Southern Oaks Country Club LLC (hereinafter referred to as "Owner"), and/or its assigns, and _____ (hereinafter referred to as "Applicant"). This Agreement is for a period of one (1) Seasonal Pool Membership. A limited number of memberships at the Club are available to the general public without discriminatory regard to race, creed, religion or national origin.

1. Agreement to Purchase Membership. Applicant agrees to purchase the following category or categories of membership in the Club:

The Application is for a: New Applicant

The Membership Category applied for:

Seasonal Pool Membership

(May ~~30~~ Labor Day) weekends only until end of September pending weather

2. Benefits and Privileges of Membership. Members are entitled to the specific benefits and privileges of their respective class of Membership as may be amended from time to time in the sole and absolute discretion of Owner. Pool Memberships includes: use of Swimming Pool (seasonal months only), access to Member Only Events, no cover charge when band events held at clubhouse and Account Charging Privileges. This type of membership does not include any golf. Member wrist bands will be given to each member and family members. Guest will have a separate color wrist band when checking in with a member. Wrist bands must be worn every day when attending the pool. If you lose your band, a charge of \$5.00 will be incurred to get another band. All guest will be given a wrist band when they check in. Baby sitters are allowed to bring children with a pool membership package.

Membership must be paid in full. Tax included.

Pool membership (seasonal) \$400.00

Pool Memberships are seasonal only, from the month beginning ~~May~~ ^{May 30th} to Labor Day (September) beginning year 2020 and each consecutive year thereafter (After Labor Day will be limited to the pool being opened to weekends only). The pool will be open from 10:00 a.m. to 7:00 p.m. Tuesday – Sunday. Children under the age of 9 years old must always be accompanied by an adult to remain with them at poolside. All unattended children between the ages of 9 and 14 years must demonstrate to the lifeguard that they are advanced swimmers when lifeguard is on duty. If no lifeguard on duty, then no one under the age of 14 is always allowed into the pool without accompanied by an adult age 18 and over at poolside. Also, Members and Guests choosing to enter pool without a lifeguard assume all risk. Bringing your own food and beverages IS NOT allowed. All food and beverages **must be** purchased from the club. Anyone violating this policy will be asked to leave. Bags are subject to search. Each person is responsible for the disposal of their own litter. Proper attire is required. (No string bikinis, thong bikinis, speedo, or cut off shorts.) Anyone wishing to enter the clubhouse must be fully dry and wear an appropriate cover-up where swimwear is not visible; appropriate swim shorts and shirt can be worn. Indoor dining will be available in the sunroom. Please make sure to read all pool rules posted at the pool area of the country club before entering swimming pool. NO Beach Towels are provided.

All members that bringing guests for pool access; the pool guest fee is \$6 per guest per day. Members and guests must check-in before entering the swimming pool and must wear appropriate wrist bands at all times. All members and guests will have to sign Liability Waiver and Hold Harmless Agreement upon signing in with staff employee. Members are responsible for their guest and ensuring their guest follow the rules.

All members bringing 10 or more guests at one time, must notify the club prior to arrival for approval. Minors (under age 21) are NOT allowed to sit at bar, use the phone in the bar area or loiter in the bar area.

All dues and fees are subject to the applicable state and parish sales tax of Louisiana. All pricing is before applicable taxes. The total tax rate is 8.7%.

Applicant acknowledges that Owner, in its sole discretion and without notice, shall have the right to increase or decrease the amount of Dues, and the Initiation Fee for each category of Membership in the Club from time to time. Any such increase or decrease in the Dues or Minimums shall be effective of such date or dates as may be specified by Owner.

3. **Membership** includes changing privileges (in our efforts to provide you with better service, you can charge items to your account). Payment of outstanding charges on an account is due in full upon receipt of the monthly statement you will receive via email. Applicant agrees to pay the account when due or no later than the 1st of the month. Applicant agrees that Owner may assess a late charge of 5% for past-due accounts. Applicant further agrees to receive changing privileges, a credit card (3% service charge applies/ ACH (no service charge) will be required to be put on file with the Club at all times. In the event Applicant's account is more than thirty (30) days past due, Applicant authorizes Owner the right to bill such past due amounts to Applicant's credit card/ACH. Payments on delinquent accounts apply first to reduce late charges and accrued dues and then to any other charges. Applicant agrees to pay any and all reasonable attorney fees, investigator fees, and costs in the event this account is turned over for collection.

The Club reserves the right to host special events and golf tournaments. Such events may partially or completely restrict the availability of golf course starting times and any or all Club facilities, including, but not limited to use of the clubhouse, snack bar, practice range, pool, and the golf course itself. The Club shall have no liability for the temporary suspension of any privilege due to maintenance, repair, construction, improvements, acts of God, inclement weather, utility disruptions, or any and all other matters beyond the control of the Golf Club.

4. **Restrictions on Transfer of Membership.** Applicant acknowledges and agrees that unless transfer privileges are specifically granted by Owner in writing, Memberships in the Club are personal to Applicant and nontransferable.

5. **No Ownership or Right to Participate in Management.** Applicant hereby acknowledges and agrees that Membership in the Club does not include (i) any ownership or other proprietary interest in any of the assets of the Club; (ii) any right to receive or participate in the earnings of the Club; or (iii) any voting rights or any right to participate in the management of the Club. Applicant acknowledges and agrees that Membership in the Club grants only a revocable license in favor of the Member, the Member's Family, and the Member's guests, to use the Facilities, in accordance with the terms and conditions of this Agreement, and any other rules and regulations implemented by Manager as same may be amended from time to time in the Owner's sole discretion.

Applicant acknowledges and agrees that Owner reserves the right, in its sole and absolute discretion, to terminate memberships in the Club, to discontinue operation of any or all of the Facilities, to sell or otherwise dispose of the Facilities in any manner, and to make any other changes to the terms and conditions of Membership or use of the Facilities.

6. **Guaranty.** Applicant agrees to be responsible for all Dues and other charges at any time incurred by the Applicant, the Applicant's Family and guests. By executing this Agreement, Applicant unconditionally and irrevocably guarantees the full and timely payment of any Dues and charges or other sums which may become payable to the Club by Applicant, and by the Applicant's Family and guests. In the event Applicant fails to timely pay any applicable Dues, charges or other sums with respect to the Membership, Applicant may become subject to suspension or expulsion from the Club.

7. **Resignation.** Applicant further understands that this Agreement is for five (5) months. Applicant understands that any resignation will not relieve Applicant of outstanding purchases or charges owed to the Club. Applicant understands that the pool membership is non-refundable and non-transferable and does not grant any proprietary rights or ownership to the Club, nor does Applicant's acceptance as a member and payment of the pool membership guarantee future membership rights to the Club. Applicant further understands that upon acceptance for pool membership in the Club, Applicant will abide by the rules of the Club, and all operational directives set by Club management.

8. **Divorce.** Applicant hereby acknowledges and agrees that in the event of a divorce or legal separation of a Member, the Membership is not divisible and shall be awarded to one (1) spouse in accordance with the written separation agreement or divorce decree. Regardless of any divorce award of membership, all obligations of this Agreement solidary. In the absence of a written separation agreement or divorce decree, the Membership shall continue in the name of the principal Member as set forth on this Agreement. It is the principal Member's responsibility to provide the Club notification in writing of revocation of changing privileges in the case of Divorce or Separation.

9. **Death.** Applicant hereby acknowledges and agrees that upon the death of a Member, the Membership may be transferred to the Member's surviving spouse upon written authorization by Owner.

10. Indemnification and Assumption of Risk. Applicant acknowledges the inherent danger in Club activities including but not limited to exercise, events, golf, and swimming. By executing this Agreement, Applicant hereby agrees to indemnify, defend and hold Owner and Club (and their respective owners, directors, partners, officers, employees and other agents) harmless from and against any and all liabilities, costs (including reasonable attorney's fees), claims, demands or damages incident to or arising out of or relating to the acts or omissions of Applicant, their Family or guest(s), and their respective use or occupancy of the Facilities. In addition, by executing this Agreement, Applicant hereby voluntarily assumes all risks of accident or damage to Applicant's person or property, and the person or property of Applicant's Family and guests, arising out of or relating to the use or occupancy of the Facilities. Owner shall have no liability for the physical damage, theft, or loss to any personal property of Member or Member's guests in any way arising from the use of the Club facilities, to the greatest extent allowed by law.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are superseded hereby and merged herein. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements have been made, orally or otherwise, by any party, or anyone acting on behalf of any party, which are not embodied herein.

12. Severability. The parties hereto agree that if any provision of this Agreement shall be held by any court or arbitrator to be invalid, illegal, against public policy, or otherwise unenforceable for any reason whatsoever, the remaining provisions of this Agreement shall remain in full force and effect.

13. Attorney's Fees. In the event of any legal action including, without limitation, arbitration, between the parties regarding the subject matter of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to court costs and other expenses incurred in said legal or arbitration action, regardless of whether such legal action is prosecuted to judgment. "Prevailing Party" within the meaning of this Agreement includes, without limitation, a party who agrees to dismiss an action upon the other's payment of the sums allegedly due, or performance of the covenants allegedly breached, or who obtains substantially the relief sought by it in the action.

14. Governing Law. This Agreement shall be construed, performed and enforced in accordance with the laws of the State of Louisiana.

15. Arbitration. Any controversy, dispute, or claim between or among Applicant, any Member, the Club or Owner shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in the arbitration shall, in addition to such other relief as may be granted by the arbitrator, be entitled to a reasonable sum as and for such party's costs and expenses incurred, including attorney's fees. Arbitration shall be the sole and exclusive remedy in the event any such controversy, dispute or claim shall arise. Arbitration shall be held in Vermilion Parish.

Applicant hereby acknowledges acceptance of the foregoing Agreement and Application and authorizes the Club to make ACH charges per the Agreement.

By: _____

Date: _____

Applicant Information

Please complete the following two pages and return to Southern Oaks Country Club
Charging Privileges
(please circle Yes or No
for each person listed below)

Principal Member's Name _____ Phone: _____

Spouse's Name _____ Phone: _____ YES NO

Mailing Address: _____

Qualifications of Dependents- General Family Membership and Senior Family Membership plans are eligible to list Dependents on their accounts. Each dependent must be under the age of 23 years old and enrolled in school. A copy of a valid school I.D. is required for all dependents listed for the age of 16 years old and over. Grand Parents are allowed to list grandchildren at the age of 16 and under as Dependents on their account. Charging privileges may be granted to Adult Children over the age of 18 but said privileges must be submitted in writing to be kept on file in office. Adult Children do not qualify as dependents, and therefore, **principal member** would incur charges for any **Greens Fees and Pool Use** when applicable. Non-Dependents must have a separate pool membership or be accompanied by an adult Member to use pool.

Dependent's Name(s):	Birth date(s)	YES	NO
_____	_____	YES	NO
_____	_____	YES	NO
_____	_____	YES	NO
_____	_____	YES	NO
_____	_____	YES	NO
_____	_____	YES	NO

Non-Dependent's with Charging Privileges Name(s):	Birth date(s)	YES	NO
_____	_____	YES	NO
_____	_____	YES	NO
_____	_____	YES	NO
_____	_____	YES	NO
_____	_____	YES	NO
_____	_____	YES	NO

Other Club Affiliations

Name of Club	City, State	Length of Membership
_____	_____	_____
_____	_____	_____
_____	_____	_____

To keep a credit card on file please provide the card information below.
Credit Card Information

Billing Info

*Would you like to Put your monthly statement on AUTODRAFT? YES or NO (circle one)

You will receive your Monthly Statement and Newsletter via Email, please provide address below

Account Type _____ Account Number _____ Expiration Date _____
CID _____ Billing Zip _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

(Principal Member Sign Here)

Application Received by _____ Date _____
(Office Personal)

Applicant hereby acknowledges acceptance of the foregoing Agreement and Application and authorizes the Club to make ACH charges per the Agreement.

By: _____

Date: _____

Party and Pool Rules

1. Members and guest must register before entering the swimming pool. Members are responsible for their guest and ensuring their guest follows the rules.
2. Every child must present a Liability Waiver and Hold Harmless Agreement signed by their parent prior to start of party.
3. Children under the age of 9 years old must be accompanied by an adult to remain with them at poolside at all times. Children 4 years of age and under are required to wear floaties at poolside.
4. All unattended children between the ages of 9 and 12 years must demonstrate to the lifeguard that they are advanced swimmers.
5. No outside food or beverages are allowed. All food and beverages must be purchased from the club. Anyone violating this policy will be asked to leave. Bags are subject to search.
6. Each person is responsible for the disposal of their own litter.
7. Disposable drinking straws are not allowed in the pool area. Pool approved cups may be brought in empty. They will also be available for purchase at Southern Oaks Country Club.
8. Proper attire is required. (No string bikinis, thong bikinis, or short cut off shorts.)
9. Swimming attire that is wet is not allowed in the main dining area of clubhouse. Anyone wishing to enter the clubhouse must be fully dry and wear an appropriate cover-up where swimwear is not visible. Indoor dining will be available in the sunroom.
10. Minors are not allowed to sit at the bar, use the phone in the bar area or loiter in the bar area.
11. Any member bringing 10 or more guests at one time, must notify the club prior to arrival.
12. Members and Guests choosing to enter pool without a lifeguard assume any risk.
13. No running or horseplay is allowed in the pool area. Running is not allowed. Parents are responsible for insuring their children follow these rules. Children who do not follow the rules will be asked to leave the pool for the day. Repeated violations are grounds for permanent revocation of pool privileges.
14. Excessive PDA and/or foul language will not be tolerated. This is a family friendly environment.
15. All rules and regulations implemented by Southern Oaks and its employees must be followed. Failure to follow will result in disciplinary action.
16. Southern Oaks Country Club employees are not allowed to leave their designated work areas to deliver messages or retrieve phone calls for anyone in the pool area.

United States of America
State of Louisiana
Parish of Vermilion

Southern Oaks Country Club
Liability Waiver and Hold Harmless Agreement

I, _____, do hereby acknowledge that I and/or
my child, _____ am a. _____ **Member**, or _____ **Guest** of Southern Oaks Country
Club for the purpose of _____ **Swimming** _____ **General Use of Facility**.

I do hereby agree to indemnify and hold Southern Oaks Country Club, LLC harmless in the event I am
injured and/or sustained any damages of whatsoever nature and/or kind and I do release Southern Oaks
Country Club, LLC from any liability, which may arise, out of my participation in these activities on the
property of Southern Oaks Country, LLC.

I specifically acknowledge that I am aware of Southern Oaks Country Club, LLC swimming pool rules and agree
to abide by them and to waive any responsibility of Southern Oaks Country Club, LLC for allowing my children
and/or guest to be in the company of a guardian while using the pool and adjacent facilities.

Witnesses:

Signature: _____

Print Name: _____

Date: _____