





## Emergency Contacts

_____	_____	_____
<b>Name</b>	<b>Phone Number</b>	<b>relationship</b>
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<b>Name</b>	<b>Phone Number</b>	<b>relationship</b>
_____	_____	_____
<b>Name</b>	<b>Phone Number</b>	<b>relationship</b>

## Referred By

\_\_\_\_\_

## Terms and Conditions of Application and Membership

- A) This Application shall entitle the Applicant to apply for Frosty Valley Membership privileges provided by Frosty Valley after Applicant is approved and accepted by Frosty Valley. This Application will not be acted upon unless fully completed, executed and accompanied by a check or credit/debit card for payment of the Membership Fee. Memberships run on an annual calendar year basis and cancellation of Membership is subject to the resignation process as detailed below.
- B) Membership Dues are payable on an annual basis and are charged to the Applicant from February through November in ten (10) equal payments. Applicant may choose to pay the Membership Fee in full or a monthly payment plan option. The monthly payment plan option is subject to a five percent (5%) service Fee on each monthly payment and are subject to the credit/debit card requirements and payment terms in this Application. All Full and Junior Full Members agree to spend \$60/month on food and beverage at Frosty Valley. All Weekday Members agree to spend \$30/month on food and beverage at Frosty Valley. All Social Members will receive a \$10/month vanishing food credit. This credit must be used by the last day of the month and will be forfeited if not used monthly.
- C) Applicant acknowledges receipt of and agrees, by execution of this Membership Application, upon acceptance of Application by Frosty Valley, to be bound by the Membership Plan and the rules and regulations, as they each may be amended from time to time. Membership is subject to suspension or termination for failure to abide by Membership conditions. Applicant further acknowledges and agrees to be responsible for all Dues and charges incurred that shall be due and payable no later than thirty (30) days from the date of the monthly statement. Applicant's signature below authorizes Frosty Valley to charge the credit/debit card shown below for all charges that exceed thirty (30) days. All costs and expenses incurred by Frosty Valley in the collection of any amounts not paid when due, including, but not limited to court costs, collection fees and attorney's fees, whether at the trial level or on appeal, shall be charged to Applicant, and shall be due and payable upon demand. Members will be charged Dues on a monthly basis or with yearly payment in advance and will be required to have a valid credit/debit card on file. Monthly Dues will be charged on the first day of each month. Member agrees that all disputes on the Member's credit/debit card account, relating to Frosty Valley, will be promptly brought to Frosty Valley's attention. The undersigned understands that he/she is obligated to keep a valid approved credit/debit card on file with Frosty Valley at all times for Membership Dues only and that the undersigned is responsible for any amounts that are not paid by the credit/debit card company. If at any time, the Membership Dues and/or other charges of the undersigned are thirty (30) days past due, the undersigned understands that his/her Membership privileges will be suspended until the account is paid.
- D) Applicant acknowledges that the Membership is not an investment in Frosty Valley, nor does it provide an equity or ownership interest in Frosty Valley or Frosty Valley facilities. Membership in Frosty Valley does not confer upon the Applicant a vested right or



prescriptive right or easement to use Frosty Valley facilities. Applicant acknowledges that a Member only acquires a revocable license to use Frosty Valley facilities in accordance with the Membership Plan and the privileges associated with the Membership category and Dues option acquired. Frosty Valley reserves the right, at any time, or from time to time, in its sole and absolute discretion, to reserve Memberships, to discontinue operation of any or all of Frosty Valley facilities, to sell or otherwise dispose of Frosty Valley facilities in any manner whatsoever and to any person whomsoever, to terminate any or all types of Membership and to make any other changes in the terms and conditions of Membership or facilities available for use by Members. In the event the Membership Plan is terminated or any Membership category is terminated, Frosty Valley shall repay the Members so affected any initial initiation Fee actually paid by the Members whose Memberships have been terminated. Frosty Valley may assign the Membership and an assignment that continues the Membership shall not constitute a termination of the Membership. All Members agree to be bound by any changes to the Membership.

- E) Applicant covenants and agrees to indemnify and hold harmless Frosty Valley and its Members, partners, shareholders, directors, officers, employees, representatives, affiliates and agents in accordance with the provisions of the Membership Plan and the rules and regulations of Frosty Valley 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 including, but not limited to errant golf balls, operation of a golf cart and adverse weather conditions including lightning.
- F) Applicant acknowledges that use of Frosty Valley Facilities may be restricted from time to time, and that use, service or other charges may vary from time to time.
- G) Upon signing this Application, Applicant authorizes the disclosure and release of information to Frosty Valley for investigating Applicant's qualifications for Membership, and authorizes all persons or entities mentioned above to furnish information to Frosty Valley, including, without limitation, Applicant's credit history. Applicant agrees that all information and communications received by Frosty Valley in connection with this Application are privileged, confidential and not subject to disclosure to Applicant or to any other person other than authorized Frosty Valley personnel. Applicant agrees never to make demand on Frosty Valley, or any other person, to disclose any of the information or communications to Applicant, and Applicant releases Frosty Valley, and its Members, partners, officers, directors, shareholders, employees, representatives, affiliates and agents and any person providing information or communications from any liability in connection therewith.
- H) No refund of the initiation Fee, Dues, transfer Fee, Application Fee or administrative Fee will be made under any condition. Resignation is permitted only in accordance with the Membership Plan that includes giving Frosty Valley a 30-day written notice. Applicant acknowledges that the Membership Fee and all other amounts must be paid in full prior to resignation of the Membership. Any interest earned on the Membership Fee shall be the property of Frosty Valley. The Membership Fee may be refunded at any time, at the sole discretion of Frosty Valley, without penalty or premium. The right of Applicant to receive repayment of the Membership Fee, without interest, is not transferable except as otherwise provided in the plan. The Membership Fee is also security for the payment of Dues and charges incurred by Applicant. All amounts due by Applicant to Frosty Valley, which remain unpaid on the date of repayment of the Membership Fee, shall be deducted from the Membership Fee. If any clause, provision or section of this Application is determined to be illegal, invalid or unenforceable by any court, the illegality, invalidity or unenforceable of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections and the Application shall be constructed and enforced as if such illegal, invalid or unenforceable clause, provision or section had not been included.



## Code of Conduct

All Members, visitors, and Team Members are expected to conduct themselves in a manner that:

### *Membership & Visitors*

The Codes of Conduct have been developed to ensure a safe, friendly and respectful place for Members, visitors, and team Members to gather in the spirit of cooperation, relaxation, good will, fun and friendly competition. First, there will be a listing of a general code that applies to everyone and then there will be additional codes for the groups previously mentioned.

The Code of Conduct differs from our rules, in that, it addresses acceptable/unacceptable behavior.

- Creates an environment and culture that is reflective of the personal integrity and respect taught in the rules of golf. That we are capable of enforcing rules upon ourselves with honesty, integrity and good sportsmanship. This same integrity, honesty and goodwill is expected whether on the golf course or on any part of the facility open to Frosty Valley Members and their families.
- Acknowledges Frosty Valley as a family friendly environment and, therefore, refrains from using obscenities and loud boisterous behavior inappropriate for children and good taste.
- Observes proper etiquette on and off the course, and in and around any part of the facility.
- Is reflective of being an Ambassador for Frosty Valley when out in the community, at other clubs and/or at Frosty Valley. We are all representatives of Frosty Valley.
- Shows the utmost respect and dignity to fellow Members, team Member and visitors.
- Does not damage the character, integrity, goodwill, property and community view (local and/or the broader community) of Frosty Valley and/or team Members.
- Is reflective of an adherence to all Frosty Valley rules (non all-inclusive list below):
  - Sign-in procedures in the Pro Shop
  - Rental and safe operation of carts in designated areas ONLY
  - Obeying guidelines concerning the areas on which carts are not allowed off the cart paths
  - Obeying signs: "Open or Closed" and "Irons Only" for the driving range unless proper permission is sought and received from Pro Shop team Member
  - Use and proper care of putting green
  - Use of and proper care of tennis courts
  - Use and proper care of pool and pool area
  - Respects and does not cause physical damage or deface Frosty Valley facility
  - Pride in the physical appearance of Frosty Valley as it is reflective of you, the Member.
  - Must have a collared shirt. No denim.
  - All alcoholic beverages must be purchased at Frosty Valley. No outside beverages or personal coolers permitted.
- Demonstrates an understanding that Members and visitors have no authority to instruct team Members in job performance and duties.
- Understands that Frosty Valley Manager is responsible for instructing the team Members in the performance of their duties.
- Is vigilant in reporting real or perceived safety hazards to team Members and/or Frosty Valley Manager.
- Understands that the Membership may make suggestions and/or directives to Frosty Valley Manager regarding the operations of Frosty Valley.
- Does not denigrate, talk down to, scream at team Members or general Membership and/or guests and does not create unnecessary strife and divisiveness.
- Does not misrepresent their position and/or authority to others.



## Credit/Debit Card Authorization

I hereby acknowledge that all payments to Frosty Valley are payable and due by the last day of each month. I understand that Frosty Valley does not extend credit to any Member, and that late fees will be charged on any unpaid balance after the last day of each month.

I hereby acknowledge that all Dues, fees, and charges not paid when due can be billed to my credit/debit card, and I hereby authorize such billing. I understand that I may be charged a late payment charge of twelve percent per month. I further understand that if payment is not made and I do not have a valid credit/debit card on file that I may be suspended until all monies due are collected and received by Frosty Valley. I also understand that if I am suspended twice within one year that my Membership may be at risk.

I certify that my credit/debit card is issued to me and agree that all disputes on my credit/debit card account relating to Frosty Valley will be promptly brought to the attention of Frosty Valley. I understand that I am obligated to keep a valid approved credit/debit card on file with Frosty Valley at all times. I understand that I will receive a monthly statement from Frosty Valley, and that it is my responsibility to review my statement and bring to the attention of the Frosty Valley Accounting Department any and all billing disputes on a monthly basis. I further understand that all disputes must be brought to the attention of the Frosty Valley Accounting Department within a 60-day period of receiving my monthly statement or I may lose the right to dispute the charges in question and receive a full credit due. Resignation is permitted only in accordance with the Membership Plan and must be in writing before Frosty Valley will acknowledge the request for resignation.

Credit Card Information
Card Type: <input type="checkbox"/> Mastercard <input type="checkbox"/> Visa <input type="checkbox"/> Discover <input type="checkbox"/> AMEX
Cardholder Name (as shown on card):
Card Number:
Expiration Date (mm/yy):
Cardholder ZIP Code (from credit card billing address):

*I authorize Frosty Valley to charge the above Credit Card for all Dues and Member Charges monthly. I understand these charges will be processed on, or around, the 5<sup>th</sup> of each month.*

\_\_\_\_\_  
Cardholder Signature

\_\_\_\_\_  
Date



## Acknowledgement of Terms

I, \_\_\_\_\_, hereby make my Application to Frosty Valley, to become a Member under the selected Membership type. If accepted, I agree to abide and be bound by the Membership Plan and the Terms and Conditions of Application and Membership, Code of Conduct, and Credit/Debit Card Authorization, as attached to this document. I understand that Frosty Valley may change or amend these terms with written notice to its Members.

I understand that until my Application is approved, I cannot use Frosty Valley or its facilities. Acceptance of Application for Membership is in the sole discretion of Frosty Valley and if my Application is refused for any reason, I understand that my Application Fee will be returned to me.

I hereby acknowledge that if approved, I am acquiring a Membership for the sole purpose of obtaining recreational use of Frosty Valley facilities. I further acknowledge not to use my Membership as an investment or for an economic profit and that no person employed by Frosty Valley, or purporting to speak for Frosty Valley, has made any promise, or held out any inducement to me, contrary to the information in the Membership Plan.

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Spouse Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Frosty Valley Manager Signature**

\_\_\_\_\_  
**Date**