



Please Return To:
The Bay Club
 36097 Sand Cove Road
 Selbyville, DE 19975
Fax: 302.436.3080

2016 Bay Club Membership Application

Membership Information – No Change

Thank you for your interest in membership at The Bay Club. Please review the 2016 Membership Fees and classifications in the box below. An individual membership offers privileges to the primary member only; family membership includes immediate family consisting of the primary member's spouse and unmarried children under the age of 22. Young adult memberships are available for individuals between 18 and 39 years old the junior membership is for individuals under 18 years old. Please check the appropriate boxes below for the membership classification and unlimited golf cart plan. Please submit an updated form before February 28, 2016 (with/without changes)

The Bay Club Membership 2016

Members may pay dues upfront or in monthly installments. Please check the appropriate box for your 2016 membership participation.

	<u>Upfront</u>	<u>Monthly Dues</u>
Individual	<input type="checkbox"/> \$1,100	<input type="checkbox"/> \$95
Family	<input type="checkbox"/> \$1,400	<input type="checkbox"/> \$120
Group Individual	<input type="checkbox"/> \$1,000	<input type="checkbox"/> \$85
Group Family	<input type="checkbox"/> \$1,300	<input type="checkbox"/> \$110
Young Adult (19 - 39)	<input type="checkbox"/> \$750	<input type="checkbox"/> \$65
Junior	<input type="checkbox"/> \$250	

Unlimited Golf Cart Plan
 Members who wish to participate in the unlimited cart plan will be charged for this privilege in March and payment is due in full by April 30th

Individual Cart Plan \$899
 Family Cart Plan \$1099
 I/we do not want a Cart Plan for 2016

If you are part of a **Group**, please list the group leader's name:

Members that pay the total dues amount in full by March 31, 2016 will receive a \$100 gift card to the golf shop.

Member Information

Primary Member: _____ Date of Birth: _____

Spouse: _____ Date of Birth: _____

Mailing Address: _____ City, State, & Zip Code: _____

Email Address: _____ Additional Email Address: _____

Home Phone: _____ Cell Phone: _____

Unmarried children age 22 and under: (living at home or attending school on a full time basis)

Name: _____ Date of Birth: _____ Charging Privileges Yes No

Name: _____ Date of Birth: _____ Charging Privileges Yes No

Name: _____ Date of Birth: _____ Charging Privileges Yes No

Name: _____ Date of Birth: _____ Charging Privileges Yes No

TERMS AND CONDITIONS:

PRIVILEGES / BENEFITS: Privileges as defined in this plan are available to the primary member only, who is referred to herein as the "member" for an Individual Membership and are available to the primary member, spouse, and children age 22 and under for a Family Membership. Membership includes advance sign-up privileges, preferred member blocked tee times, preferred member cart fees, walking privileges, full use of driving range and practice facilities at The Bay Club, "Member Only" golf and social events, preferred guest of member fees, member promotional golf shop sales, preferred pricing on golf lessons, clinics, and junior camps from PGA Golf Professionals, golf handicap service, member newsletter, reciprocal golf privileges at Bayside Resort Golf Club and Bear Trap Dunes Golf Club and Troon Rewards Program.

GOLF CAR POLICY: The Bay Club will charge a golf cart rental fee of \$20 per member. All cart rental fees will be waived if the member chooses to purchase the annual unlimited golf car plan. Cart Plans are will not be pro-rated or refunded for any reason.

NON-EQUITY MEMBERSHIP: Each member will be entitled to use the facility in accordance with the privileges granted by this agreement. Membership does not imply any right or privilege to participate in or to administer The Bay Club's business policies and does not create any ownership, vested or proprietary right of any kind in land, the facilities, or its assets.

MANAGEMENT OF CLUB FACILITIES: The Bay Club reserves the right to restrict or to otherwise reserve the club facilities for such purposes as the company deems appropriate including, without limitation, maintenance, tournament play, promotional activities and special events.

GENERAL CLUB RULES AND POLICIES: Members will be required to comply with any club rules and policies of The Bay Club set forth herein or otherwise implied hereafter. Any member who violates this agreement or otherwise engages in conduct detrimental to The Bay Club is subject to revocation of membership and all associated privileges without refund. All members are responsible for their guests' conduct and behavior.

CHECK-IN: All members must check into the golf shop prior to playing, there are no exceptions.

CANCELLATION POLICY: You will be held responsible for any abandoned tee times not canceled prior to the 48-hour cancellation period.

MEMBERSHIP QUALIFICATIONS

Any individual 18 years of age or older of responsible character and proven financial responsibility without regard to race, sex, ethnic background or religion is eligible for an annual membership at The Bay Club. Membership in the club includes the member's right to utilize the club facilities within the framework of these terms and conditions and in accordance with the club rules and regulations, which may change from time to time at the discretion of The Bay Club. It does not infer any authority in the management of the club or any interest in the property or assets of the club.

MEMBERSHIP CATEGORIES

INDIVIDUAL-membership is limited only to individual who is joining.

FAMILY-membership includes immediate family consisting of the member's spouse and their unmarried children age 22 and under, who are living at home or attending school on a full-time basis.

YOUNG ADULT-membership is limited only to individual who is joining, must be between the ages of 18-39 years old

JUNIOR- membership is limited only to individual who is joining who is 17 years old and under.

MEMBERSHIP PROVISIONS

The member information application must be completed and signed by the member or prospective member before the membership process can begin. The name that appears on the signed membership application will be considered the member. Only the primary member and his/her accompanied guests are granted privileges and only the primary member may be direct billed for incurred charges. Unaccompanied guests are not permitted. Memberships are non-transferable and are not assignable by the member.

MEMBERS' ACCOUNT

Members requesting open charging privileges must sign the Open Credit Agreement on the membership application to be kept on file in the Accounting Office. The credit card must be valid throughout the life of the membership. The fees and charges are due and payable upon receipt of invoice. If a member's account is not paid within 30 days, the balance will be transferred to their credit card voucher automatically. All expenses incurred by the club member or check returned by the member or guest's bank and/or in connection with delinquent accounts shall be borne by the member who caused or whose guest caused such expenses. The Bay Club reserves the right to impose a reasonable late fee on any amount due and not paid as provided or charge a fee for any returned check.

RULES AND REGULATIONS

All members agree to abide by the club rules and regulations while in the club facility. These rules and regulations may change from time to time in the discretion of The Bay Club. Failure to abide by the club rules and regulations may result in termination of membership.

DAMAGES

Members accept responsibility for all property damages; including golf carts (except due to ordinary wear and usage) caused by themselves or their guests. The club shall not be liable to members and their guests for property damaged, lost, or stolen in or about the club and the member hereby releases The Bay Club from any such loss.

RIGHTS TO CANCELLATION

A member may cancel this agreement for any of the following reasons:

1. In the event of a member's death, the member's estate may cancel the contract. The canceling member may be entitled to a refund of the annual fee, which will be pro-rated from the date the written notification is received by The Bay Club, less any balance due.
2. If the member becomes significantly physically or mentally disabled for a period in excess of three months with reasonable evidence of illness, including a doctor's letter.

Request for discontinuance of membership must be in writing. All check refund consideration will be taken on a case-by-case basis and will be pro-rated from the time of receipt of written notification.

The Bay Club is currently offering annual memberships only. **Members signing this agreement are liable for payment of the full amount of the annual membership even if paying in monthly installments.**

REFUND/POLICY CHANGES

The club does not refund membership annual fees under any circumstances other than those listed above. The club reserves the right to change fees, services, and operational procedures without prior notice to the membership.

SUSPENSION AND TERMINATION

The club may terminate a member by notification in writing, at the last address shown on club records for that member. A terminated member will remain liable for all indebtedness incurred. At the sole discretion of the club management, the membership of any member who is in arrears in his or her account to the club may be suspended or terminated. A member in good standing is one who has no outstanding membership dues and club charges over 30 days old. Use of the club facility is available only to members in good standing and their guests.

SEVERABILITY

In the event any part or parts of this agreement are determined invalid or unenforceable, such part or parts shall be severed and their remainder shall be in effect.

GENERAL

This agreement may not be assigned or otherwise transferred, in whole or in part, by the member. In the event that The Bay Club commences any action to recover amounts due from the member, it shall be entitled to recover its attorneys' fees and costs. No provision of this agreement may be waived, unless such waiver is in writing. No waiver in any one instance shall be effective in any other instance. The fact that one party or the other party drafted this agreement shall not be considered in the interpretation of this agreement. The obligations of a member to The Bay Club shall survive any termination or cancellation of this agreement. Any liability of the The Bay Club to the member shall be limited to return of the initial annual fee.

AGREEMENT

Membership is subject to approval by The Bay Club and shall be effective only when The Bay Club approves this agreement. The undersigned states that he/she has read and understands the Terms and Conditions of this agreement; agrees to be bound by such Terms and Conditions and acknowledges that he/she has received a copy of this Agreement. Any account balances must be paid in full prior to termination.

Acceptance and approval by The Bay Club constitutes a contract between the parties granting the Applicant all rights and privileges afforded to the applicable membership under the current Terms and Conditions. Rules and Regulations, Terms and Conditions and the General Terms and Conditions may be amended from time to time at The Bay Club's discretion. The Bay Club reserves the right to cancel any membership in part or in full with or without cause.

The provisions of the Terms and Conditions and the General Terms and Conditions are hereby incorporated in this Agreement. Each party has read this Agreement and understands the contents thereof. Signature below indicates that there are no questions about the terms of this Agreement and the obligations of the parties and the member intends to be bound hereby.

OPEN CREDIT AGREEMENT

_____ NO, I do not want charging privileges.

_____ YES, I do want charging privileges. I understand that Payment is due upon receipt of the monthly invoice. I understand that if my account is 30 days past due, The Bay Club may suspend my membership privileges.

Print Name: _____ Member Signature: _____ Date: _____

Print name: _____ Member Signature: _____ Date: _____