



**2023**  
**MEMBERSHIP AGREEMENT**  
**AND APPLICATION**

## MEMBERSHIP AGREEMENT

Applicant's Name \_\_\_\_\_

Member Number: \_\_\_\_\_

### *Membership Category*

- |  |  |
|--|--|
| <input type="checkbox"/> Individual                          | <input type="checkbox"/> Young Executive Individual          |
| <input type="checkbox"/> Family                              | <input type="checkbox"/> Junior                              |
| <input type="checkbox"/> Millennial Individual (age 30 - 40) | <input type="checkbox"/> Senior Individual (age 69 and over) |
| <input type="checkbox"/> Millennial Family (age 30 - 40)     | <input type="checkbox"/> Senior Joint (age 69 and over)      |
| <input type="checkbox"/> Corporate                           | <input type="checkbox"/> Associate                           |
| <input type="checkbox"/> Weekday - Individual only           | <input type="checkbox"/> Other _____                         |

### *Club Membership*

Membership in Pleasant Valley Country Club (the "Club") grants only a revocable license to use the facilities of the Club subject to the terms, conditions and restrictions set forth in this Membership Agreement and Application (this "Agreement") and the Rules and Regulations for the Club (the "Club Rules"), as same may be amended or revised from time to time. Membership is non-equity, non-participatory, non-assessable and non-voting. Members do not have any investment or equity, security or other interest in the Club or its assets or income or in the facilities, or any vested or prescriptive easement rights or interests of any nature in the Club, the facilities, the real property on which the Club and the facilities are located, or any of the assets of the Club. Applicant hereby acknowledges and agrees that the Applicant is acquiring the membership for the sole purpose of obtaining recreational use of the Club facilities, and not as an investment or for economic gain or profit. Membership is contingent upon approval by the Club, which approval shall be at the Club's sole and absolute discretion.

### *Initiation Fee/Dues*

As a condition precedent to membership, Applicant shall be required to pay a nonrefundable fee (the "Initiation Fee") to the Club in the total amount(s) set forth below:

Initiation Fee: \$ *Not Applicable*

Initiation Fees are nonrefundable. All persons acquire their memberships subject to all applicable tax laws, as same may be amended from time to time. Initiation Fees are subject to the payment of all applicable sales and other taxes by Applicant.

Annual dues and fees are nonrefundable. A \$500 deposit is due to secure your membership spot on the roster by January 31, 2023. Dues are payable in full by check or money order or through the member payment portal by March 15, 2023. Birthdates in effect as of April 1<sup>st</sup> are used to determine category classification.

**All payments can be made payable to: Galaxy Links, 95 Armsby Road, Sutton, MA 01590. Do not send payments to P.O. Box.**

### *Assumptions of Liability*

- Applicant understands and agrees that Applicant is responsible for the payment of any applicable initiation fees, membership dues and assessments, and the fees and charges incurred by Applicant, Applicant's family, and Applicant's guests in the use of the Club facilities and services. Applicant understands that any use of the Club facilities by Applicant, Applicant's family or Applicant's guests is done at their own risk, and the Club, the Owner and its members, the Manager (as hereinafter defined), and the Owner of the Club real property are not liable for personal injury, theft, or loss of personal property, as further provided in the Club Rules. In accepting the risk of injury, I acknowledge and, on behalf of my guests, invitees and family members acknowledges, that each understands that they are relieving the Owner, the Manager and its successors and assigns and each of its board of directors, officers, partners, employees, representatives and agents and the other members of the Club and any Club committee and all such committees' members from any and all loss, cost, claims, injury, damages or liability sustained or incurred by myself and my guests, invitees and family members resulting from or arising out of any conduct or event connected with membership in the Club and use of any of the Club Facilities. Applicant hereby agrees to indemnify, defend, and hold harmless the Owner and the Manager from and against all claims, liabilities, causes of action and the like, resulting from any acts or behaviors of the Applicant, his/her invited guests, family, or business associates, while such persons are on or about the Club and its properties.

### ***Payment of Membership Account***

Payment of account is due on receipt of the monthly statement. Applicant agrees to pay the account when due. Applicant agrees that a late charge of \$100 for past-due accounts may be assessed on all accounts that are ten (10) days past due as provided in the Club Rules, as amended from time to time. Payments on delinquent accounts apply first to reduce late charges and accrued dues, next to food and beverage charges, then to any other charges. Applicant further agrees to always maintain a current credit card account in Applicant's name on file with Club. In the event Applicant's account is more than thirty (30) days past due, the Owner and/or the Manager shall have the right to bill such past-due amounts to Applicant's credit card. Applicant agrees to pay all reasonable attorneys' fees, investigator fees, and costs in the event this account is turned over for collection. Owner and/or the Manager reserves the right to suspend club privileges after thirty (30) days.

### ***Resignation and Transfers of Membership***

All resignations of Memberships are subject to the terms and conditions set forth in the Club Rules, as may be amended from time to time. Corporate Memberships are transferable only in accordance with the terms and conditions set forth in the Club Rules. All other categories of Memberships are non-transferable.

### ***Ownership of Membership/"Primary Member"***

It is understood and agreed that there shall be only one (1) member per membership (the "Member"); membership shall not be issued in joint names. With regard to any claim or dispute about the ownership of a membership, the Owner and/or the Manager shall rely on this agreement to confirm ownership of the membership in the name of Applicant, who shall be the Member. Notwithstanding the foregoing, in the event of a personal divorce, this membership is not divisible and shall be allocated by agreement of all claimants, or in the absence of an agreement, by court order, as set forth in the Club Rules. Such allocations are subject to the sole approval of the Owner. The successor to the membership shall execute all necessary papers and pay all transfer fees required by the Owner. For Family Memberships, Applicant shall also be the initial "Primary Member" for golf playing privileges. The "Primary Member" designation may be changed to Applicant's legal spouse pursuant to the Club Rules; however, regardless of which spouse is designated as the "Primary Member" for golf playing privileges, ownership of the membership shall remain with Applicant except as set forth above.

### ***Rules and Regulations***

Applicant hereby acknowledges that Applicant has received, has read, and understands the Club Rules applicable to this membership and has addressed any questions he/she may have regarding this material and this application process to the Owner and/or the Manager. Applicant hereby agrees that Applicant's use of the Club facilities and privileges under the membership are subject to the terms, conditions and restrictions set forth therein. Tee times are subject to availability based on leagues, clinics, groups, tournaments, and routine maintenance practices. Applicant agrees to conform to and abide by said Club Rules as each may be amended from time to time without notice.

### ***Conditions of Membership***

- Applicant agrees that there have been no promises, pledges or offerings made to the Applicant that contradict that which is stated in the Club's annual membership information or on the web site.
- It is the Applicant's intention to complement and enhance the Club's existing membership. It is also understood that any acts, whether verbal, physical or otherwise, that cause a disruption to said membership will accordingly place Applicant at risk of membership suspension or loss of membership.
- All financial, personal, and related information offered in the Applicant's membership application is accurate and truthful. Applicant realizes that an untruthful or false statement may accordingly place him/her at risk of membership suspension or loss of membership.
- Applicant understands that the Club Rules may change without notice, in accordance with normal business practices, and agrees to continue to abide by them. Proper notices will be provided when and if necessary.
- Applicant understands that stated Club fees may be modified from season to season, in accordance with normal business practices, and agrees to continue to abide by them. Proper notices will be provided when and if necessary.
- Applicant acknowledges that he/she is responsible for the behavior, language, attire and etiquette of his/her invited guests, family, or business associates while such persons are on or about the Club and its properties.
- Applicant agrees to watch dutifully over any children, whether their own or as a part of their party, while at the Club and its properties - areas include restaurant & patio, locker rooms, all practice areas, Pro Shop, and golf course.
- Applicant has read and understands the Club's Sexual Harassment policies and agrees to uphold these policies to the best of his/her ability. Any acts, whether verbal, physical or otherwise, that conflict with these policies will accordingly place Applicant at risk of membership suspension or loss of membership.

\_\_\_ Signatures on following page \_\_\_

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Spouse's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Galaxy Links, LLC ("Owner")**

Received by \_\_\_\_\_ Date \_\_\_\_\_

Accepted / Declined this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(CIRCLE ONE)

By \_\_\_\_\_

Representative of Owner or Manager

**PLEASANT VALLEY COUNTRY CLUB**

**95 Armsby Road**

**Sutton, Massachusetts 01590**

**Telephone: 508-865-4441**

**Pleasantvalleycc.com**

**Make checks payable to: Galaxy Links, 95 Armsby Road, Sutton, Massachusetts, 01590**

**Do not send payments to P.O. Box.**

**EXHIBIT A**  
**MEMBERSHIP APPLICATION**

*Personal*

Applicant's Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Local Residence: \_\_\_\_\_  
NUMBER STREET CITY/STATE ZIP CODE

Other Residence: \_\_\_\_\_  
NUMBER STREET CITY/STATE ZIP CODE

Mailing/Billing Address: \_\_\_\_\_  
NUMBER STREET CITY/STATE ZIP CODE

Local Residence Telephone: ( ) \_\_\_\_\_ Out of Town Telephone: ( ) \_\_\_\_\_

I authorize the Club to contact me via e-mail. ☐ Yes ☐ No E-mail address: \_\_\_\_\_

Dependent Children (*Under the age of 23, living at home and attending school on a full-time basis or on active military duty*):

Name	Birth Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

***Business***

Applicant's Company Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Telephone: ( ) \_\_\_\_\_ Years in Present Employment: \_\_\_\_\_ ☐ Retired

E-mail Address: \_\_\_\_\_

Spouse's Company Name: \_\_\_\_\_ Title: \_\_\_\_\_

Spouse's Business Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Years in Present Employment: \_\_\_\_\_ ☐ Retired

E-mail Address: \_\_\_\_\_

***Banking Relations***

- |                               |                           |
|-------------------------------|---------------------------|
| 1. Name of Institution: _____ | Officer to Contact: _____ |
| Address: _____                | Telephone: (    ) _____   |
| 2. Name of Institution: _____ | Officer to Contact: _____ |
| Address: _____                | Telephone: (    ) _____   |

***Other Golf Club Memberships***

- |                                     |                         |
|-------------------------------------|-------------------------|
| 1. Name of Club/Organization: _____ | Contact Person: _____   |
| Address: _____                      | Telephone: (    ) _____ |
| Type of Membership: _____           | Year Accepted: _____    |
| Present/Former Member: _____        |                         |
|                                     |                         |
| 2. Name of Club/Organization: _____ | Contact Person: _____   |
| Address: _____                      | Telephone: (    ) _____ |
| Type of Membership: _____           | Year Accepted: _____    |
| Present/Former Member: _____        |                         |

***Personal References***

- |                |                         |
|----------------|-------------------------|
| 1. Name: _____ | Years Known: _____      |
| Address: _____ | Telephone: (    ) _____ |
| 2. Name: _____ | Years Known: _____      |
| Address: _____ | Telephone: (    ) _____ |

Upon signing this Membership Application, I authorize the disclosure and release of information requested by the Owner and/or the Manager for investigating my suitability for membership, including without limitation, my credit history and law enforcement records, and shall hold the Owner and/or the Manager harmless from any and all such acts. I further authorize those persons or entities set forth herein to furnish all information requested by the Owner and/or the Manager. I understand that the information contained in this Membership Application will be reviewed by employees and agents of the Owner and/or the Manager and I hereby consent to the disclosure of such information for the purpose of evaluating me for membership in the Club. Membership is contingent upon approval by the Owner, which approval shall be at its discretion. If the person completing this Membership Application is married, the signatures of both the Applicant and the Spouse are requested.

**Make checks payable to Galaxy Links, LLC, 95 Armsby Road, Sutton, MA 01590.**

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

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

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Spouse's Signature

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