



## HAWKS LANDING GOLF CLUB MEMBERSHIP AGREEMENT

THIS AGREEMENT (the "Agreement"), by and between Hawks Landing Golf Corp. (the "Golf Club") and the adult person(s) executing this Agreement as "Member" on the last page of this Agreement is made and entered into as of the date this Agreement is executed by the parties hereto.

The Golf Club owns and operates golfing facilities (as the same may exist from time to time, the "Facilities") known as Hawks Landing Golf Club. The Facilities presently include an 18 hole golf course ("Golf Course"), practice areas, putting green, driving range, a clubhouse, lockers, and bag storage.

The Golf Club intends to operate the Facilities as a private golf club, with limited availability for play by the general public on an availability basis. This Agreement sets forth the privileges which the Golf Club will make available to the Member.

NOW, THEREFORE, the Golf Club and Member do hereby agree as follows:

### **I. Membership**

1.1. Types of Membership. The Golf Club shall be authorized to create, from time to time, different categories or types of membership having different requirements, qualifications, obligations, rights, and privileges, as the Golf Club may deem advisable. Membership shall entitle the Member to use the Facilities in accordance with this Agreement, such rules and regulations as may be adopted from time to time by the Golf Club (the "Rules and Regulations"), and the Application (defined below). The Golf Club intends to offer the following types of membership:

- a. *Family*, which shall consist of a husband and wife (or two adults residing in the same household who meet the requirements of a domestic partnership, as defined in Section 3.23(2)(o) of the Madison General Ordinances), and their "Dependent Children." As used herein, Dependent Children shall mean the Member's children under the age of 23 who reside with such Member.
- b. *Intermediate Family*, which shall consist of persons meeting the Family membership criteria described in subsection (a), above, provided that both husband and wife are between the ages of 31 through 39.
- c. *Couple*, which shall consist of husband/wife (or two adults residing in the same household who meet the requirements of a domestic partnership, as defined in Section 3.23(2)(o) of the Madison General Ordinances; parent/child (provided child is under the age of 23); parent/stepchild (provided stepchild is under the age of 23). Both individuals comprising the couple membership must live in the same household.
- d. *Senior Couple*, which shall consist of persons meeting the Couple membership criteria described in subsection (c), above, provided that both Members are between the ages of 65 through 70.
- e. *Advanced Senior Couple*, which shall consist of persons meeting the Couple membership criteria described in subsection (c), above, provided that both Members are age 71 or older.

- f. *Intermediate Couple*, which shall consist of persons meeting the Couple membership criteria described in subsection (c), above, provided that both Members are between the ages of 31 through 39.
- g. *Junior Couple*, which shall consist of persons meeting the Couple membership criteria described in subsection (c), above, provided that both Members are at or under 30 years of age.
- h. *Single*, which shall consist of any one person, age 40 through 64.
- i. *Senior Single*, which shall consist of any one person, age 65 through 70.
- j. *Advanced Senior Single*, which shall consist of any one person, age 71 or older.
- k. *Intermediate Single*, which shall consist of any one person, age 31 through 39.
- l. *Junior Single*, which shall consist of any one adult person, age 30 and under.
- m. *Corporate*, which shall consist of at least four adults owning or employed by the same entity.
- n. *Non-Resident*, are for those members and their spouses as outlined by the respective applicable category definitions above, who do not have a residence of any kind, owned, leased, rented or also for those temporarily residing for a period of time greater than 30 days, within a 65 mile radius of the Club.

The ages set forth in this Section 1.1 shall be determined as of January 1 for each membership year. Shared membership options are only available for applicable grandfathered membership categories. Shared memberships are subject to approval based upon the Shared membership definition. Each Member's liability under any group membership (Family, Intermediate Family, Couple, Senior Couple, Advanced Senior Couple, Intermediate Couple, Junior Couple and Corporate) shall be joint and several. Qualification for a particular membership category shall be determined in the Golf Club's sole discretion.

1.2. Acceptance of Members. The Golf Club shall establish parameters for the acceptance of members, which may include, but not necessarily be limited to, the following:

- a. Completion of a written membership application (the "Application") and this Agreement in such form as may be prescribed by the Golf Club. By completion of the Application, each Member agrees to be bound by the terms of this Agreement.
- b. The Member shall be required to pay an initial, non-refundable membership fee, if applicable. The Member shall also be required to pay an annual membership fee, a Mill River Buying Club fee and a capital improvement fund fee, if applicable. Such fees shall be payable in the amounts and at such times as are set forth in the Application accepted and approved by the Golf Club.
- c. Acceptance by the Golf Club of the applicant for membership.
- d. The Golf Club reserves the right to limit the number of members to a level it deems appropriate.
- e. In the event the Golf Club receives membership applications in excess of the Golf Club's established maximum, a waiting list shall be established. As additional memberships become available, the applicants on the waiting list will be considered for membership by the Golf Club.

1.3. Nature of Membership. The Member acknowledges that membership does not give the Member an equity or ownership interest in the Golf Club or the Facilities, nor does it give the Member a vested or prescriptive right or easement to use the Facilities. Member acknowledges that the interest acquired pursuant to this Agreement is only that of a revocable license to use the Facilities pursuant to the terms, covenants and

conditions contained in this Agreement, the Rules and Regulations, and the Application. Members shall not be entitled to any revenues or profits relating to the ownership or operation of the Golf Club or the Facilities.

- 1.4. Membership Fees. The Member shall pay to the Golf Club the initial membership fee, the annual membership fees, the Mill River Buying Club Fee and a capital improvement fund fee, if applicable. The Golf Club shall establish the annual membership fees for each membership year. As used herein, a "membership year" shall be the same as a calendar year, unless otherwise established from time to time by the Golf Club. The Golf Club reserves the right to change the annual membership fees each year at its sole discretion. Additionally, any Member currently under a promotional discount of membership fees will continue to receive applicable discounts as outlined within their respective promotion.
- 1.5. Assessments. The Golf Club may, from time to time, assess the Members for capital improvements and operating deficits (the "Assessments"). The amount of the Assessments shall be determined in the Golf Club's sole discretion, subject to the provisions governing Assessments in the Rules and Regulations, as the same may exist from time to time. The Members shall pay the Assessments by the date(s) set forth for such payment(s) in the Rules and Regulations.
- 1.6. Failure to Pay. No Member may use the Facilities if their required membership fees, Mill River Buying Club fees and if applicable, their capital improvement fund fees and Assessments have not been timely paid. Failure to pay such fees and Assessments when due, including any late fees or similar charges, shall be grounds for revocation of all membership privileges.

## II. *Renewal, Resignation, Transfers and Suspension of Membership*

- 2.1. Renewal and Resignation. Membership shall be automatically renewed effective January 1 of each year, unless, prior to such date, the Member has resigned in writing mailed or delivered to the Golf Club. Any such resignation shall be effective the first day of January following receipt of the resignation and shall not relieve the Member of any dues, Assessments, fees or charges of any other nature accruing prior to such effective date, unless the Golf Club, in its discretion, allows a refund. The Golf Club shall not be required to return or refund the initial membership fee or any Assessments paid by Member upon the resignation of a Member.
- 2.2. Transfers of Membership Generally Prohibited. Except as expressly provided to the contrary in this Article II, the Member shall not have the right to transfer the Member's membership or rights under this Agreement.
- 2.3. Transfers to Purchaser of Member's Real Estate in Hawks Landing. Notwithstanding Section 2.2 of this Agreement, the Member shall have the right to transfer the Member's membership to a bona fide purchaser of the Member's real estate, provided that: (a) such real estate is located within the plat of Hawks Landing, and (b) the purchaser of Member's real estate enters into an Application (for the appropriate category of membership) and a Membership Agreement with the Golf Club on or before the date of the sale of such Member's real estate. Approved property owner's membership transfer may be subject to a transfer fee as established by the Golf Club. The Golf Club shall not be required to return or refund the initial membership fee paid by such Member which transfers the Member's membership pursuant to this Section 2.3.
- 2.4. Upgrading Category of Membership. The Member may change membership categories to a more expensive category of membership, provided that: (a) the Member pays to the Golf Club the difference between the then-applicable initial membership fee for such desired category and the initial membership fee paid by the Member, and (b) memberships are available in such desired category. The annual membership fees payable shall be adjusted as of the date the Member changes membership categories pursuant to this Section 2.4.
- 2.5. Downgrading Category of Membership. The Member may change membership categories to a less expensive category of membership, provided that memberships are available in such desired category. The Golf Club shall not be required to return or refund any portion of the initial membership fee paid by the Member. The

annual membership fees payable shall be adjusted as of January 1 following the date the Member changes membership categories pursuant to this Section 2.5.

2.6. Death of a Member. The following options shall be available upon the death of a Member:

- a. If the Member who died was part of a group membership (such as family, intermediate family, couple, senior couple, advanced senior couple, intermediate couple, junior couple or corporate), the surviving Member(s) may choose to retain their current membership category or downgrade their membership to a more appropriate category as provided in Section 2.5, above (except that there shall be no "subject to availability" restriction).
- b. If the Member who died was part of a group membership (such as family, intermediate family, couple, senior couple, advanced senior couple, intermediate couple, junior couple or corporate), the surviving Member(s) may choose to terminate their membership, in which case the annual membership fees shall cease being payable as of the date the Golf Club receives notice of such termination. Such a termination of Membership shall not relieve the Member of any dues, Assessments, fees or charges of any other nature accruing prior to the effective date of the membership termination. The Golf Club shall not be required to return or refund the initial membership fee or Assessments paid by the Member upon the termination.
- c. If the Member who died was part of a group membership (such as family, intermediate family, couple, senior couple, advanced senior couple, intermediate couple, junior couple or corporate), the surviving Member(s) may choose to take a leave of absence for the remainder of the membership year, in which case the annual membership fees shall cease being payable as of the date the Golf Club receives notice of such leave of absence. Such leave of absence shall not relieve the Member of any dues, Assessments, fees or charges of any other nature accruing prior to the effective date of the leave of absence.
- d. If the Member who died was in the single category of membership, such Member's membership shall cease upon death, and the annual membership fees shall cease being payable upon the date of death. Member's estate shall not be relieved of any dues, Assessments, fees or charges of any other nature accruing prior to such date of death. The Golf Club shall not be required to return or refund the initial membership fee or Assessments paid by the Member.

2.7. Legal Separation or Divorce. In the event of a divorce or legal separation of spouses having either a family or couples membership, the membership shall vest in the spouse awarded the membership by an agreement of separation or a decree of divorce. Until the Golf Club is notified in writing of the disposition of the membership pursuant to an agreement of separation or a decree of divorce, both spouses shall be jointly and severally liable for all dues, Assessments, and charges payable hereunder and both may continue to enjoy membership privileges so long as such amounts are timely paid.

2.8. Transfers within Group Memberships. For Family, Intermediate Family, Couple, Senior Couple, Advanced Senior Couple, Intermediate Couple, or Junior Couple memberships, one of the two Members may be replaced with a new Member, provided: (a) such new Member resides with remaining Member and the Members meet the criteria for their particular category of membership; (b) such new Member signs a Membership Agreement and an Application; and (c) such new Member pays a fee of \$500.00. For Corporate memberships, Members may be replaced with new Members, provided: (a) each such new Member signs a Membership Agreement and an Application and the Members meet the criteria for a corporate membership, as determined in the Golf Club's sole discretion; and (b) each such new Member pays a fee of twenty-five (25%) of the current corporate initiation fee.

2.9. Suspension of Membership. The Member's membership may be suspended by the Golf Club in its sole discretion for a period of up to one full membership year for just cause. Just cause for suspension shall

include, but is not limited to, conduct unbecoming of a member, violation of this Agreement, or violation of the Rules and Regulations, as the same may be in effect from time to time. Dues, Assessments, and other obligations shall continue to be due and payable during the suspension and must be paid in full when due.

- 2.10. Inactive Membership. Any Member may apply to the Golf Club for inactive status for one (and only one) membership year. Application for inactive status must be made prior to December 1 for the following membership year. The Member shall be granted inactive status and have no member privileges for such membership year; provided that: (a) such Member pays a \$500.00, plus applicable taxes, fee for the inactive membership year; and (b) the Member shall only be entitled to be an inactive Member one time. The Golf Club shall not be obligated to accept more than 10 inactive memberships for any one membership year. No annual membership fees, Assessments or if applicable, capital improvement fund fees, shall be payable during the inactive year. The member may choose whether to pay and remain in the Mill River Buying Club while inactive. An inactive Member may reactivate such Member's membership at any time during the inactive year by paying all annual membership dues, fees and Assessments which would have accrued had the Member remained active, less the \$500.00 paid by Member as provided above.
- 2.11. Purchase by Golf Club. The Golf Club shall be entitled to purchase, at any time, the Member's membership, at a price equal to the initial membership fee paid by the Member. The Member's membership shall be deemed terminated upon the Golf Club's payment to the Member of the initial membership fee paid by the Member, and all annual membership fees shall cease being payable at the time of termination. Such a termination of Membership shall not relieve the Member of any dues, Assessments, fees or charges of any other nature accruing prior to the effective date of the membership termination.
- 2.12. Termination of Membership. The Member's membership may be terminated and revoked by the Golf Club for: (a) failure to pay membership fees, Assessments or other required fees, when due, including any late fees or similar charges; or (b) failure by Member or the Member's guests to comply with the terms of this Agreement, the Rules and Regulations, or the Application. Upon such termination, the Golf Club need not honor reservations, discounts or other privileges arranged for prior to termination, and the Member shall promptly remove the Member's belongings from the lockers and storage (if applicable). The Golf Club may enter lockers so as to physically remove property not so removed by the Member. The Golf Club shall have no liability for any Member's personal property remaining in the clubhouse after termination, or for damages due to the cancellation of special privileges upon termination.

### III. *Member Benefits*

- 3.1. Member Privileges. The Member, subject to the provisions of this Agreement and the Rules and Regulations shall have the following privileges, all as more completely described in the Rules and Regulations:
- a. Unlimited golf;
  - b. Preferred tee-time reservations;
  - c. Mill River Golf Shop pricing;
  - d. Discounted Lineal Family and other guest greens fees;
  - e. Preferred pricing on golf lessons; and
  - f. Use of driving range, lockers, and bag storage, WSGA handicapping service and on-line tee-time reservation system, as well as all additional club programming as subject to availability and payment of current fees for such items.

- 3.2. Tournaments. The Golf Club shall, subject to adequate participation as determined by the Golf Club, schedule occasional special outings or tournaments during each Golfing Season for the benefit of Members, at which

times only Members or their guests will be allowed to play on the Golf Course. Examples of such outings or tournaments include: men's outing; women's outing; couple's outing; junior's outing; annual Golf Course championship(s); or Members' tournaments.

- 3.3. Men's Day. The Golf Club may each year select a regular time period each week during which it will refuse to accept tee-time reservations in order to reserve these times for the exclusive use of male Members and their male guests. This time period shall be called "Men's Day," and the Golf Club shall accommodate as many male Members as possible, on a first come, first served basis. The Golf Club shall have the unilateral right to modify this privilege, or cancel it entirely, if Members do not use the tee-times available during Men's Day.
- 3.4. Ladies' Day. The Golf Club may each year select a regular time period each week during which it will refuse to accept tee-time reservations in order to reserve these times for the exclusive use of female Members and their female guests. This time period shall be called "Ladies' Day," and the Golf Club shall accommodate as many female Members as possible, on a first come, first served basis. The Golf Club shall have the unilateral right to modify this privilege, or cancel it entirely, if Members do not use the tee-times available during Ladies' Day.
- 3.5. Specific Service Requests. Members may request specific additional or improved golf-related or Facilities-related services at any time. The Golf Club will take reasonable steps to accommodate such requests, but reserves the right alone to determine whether and how to implement such service requests.
- 3.6. Member Accounting. Each Member may have Member's charges deferred and added to an account which will be billed monthly, along with Member's annual membership fee and other required fees, payable on a monthly basis. Each Member shall pay such charges within 15 days of billing and all members are required to have an authorized direct debit (*ACH checking or savings account or credit card*) payment method on-file with the Club. A Member who has not paid his or her bill timely may be denied the privilege of deferring future charges, any other privilege described herein, and the right to play golf on the Golf Course, as deemed appropriate by the Golf Club and without prior notice to the Member. In the discretion of the Golf Club, a dollar limitation in the exercise of this privilege may be imposed on certain Members from time to time without prior notice.

#### IV. *Golf Club Operations*

##### 4.1. Level of Service.

- a. Needs of Public Also Considered. The Facilities will be maintained for use by Members. Depending on the number of Members, the Golf Club reserves the right to allow a limited amount of play by the general public, as determined in the Golf Club's sole discretion.
- b. Decisions by Golf Club. The Golf Club is a private, for profit entity and is not owned or controlled by the Members. Accordingly, the Golf Club alone shall have the right to make any decision, including reserving the right to terminate this Agreement in its sole discretion, or regarding the make-up and operation of the Facilities, consistent with providing the Member privileges granted herein. By way of example thereof, without limitation, the Golf Club alone shall decide the specific job descriptions of all personnel and the identity thereof; the level of maintenance of the Facilities; and the hours of operation. Although Members may request certain personnel positions, it may not hire or terminate any employee and all employees shall receive orders solely from the Golf Club; as such persons are employees only of the Golf Club.
- c. Special Events. The Golf Club may from time to time agree to host special events such as championship tournaments for other organizations. For such events, special privileges may be suspended in order to accommodate the event needs. The Golf Club will give reasonable advance notice to the Members of its needs and the periods of time involved.

- 4.2. Meetings. The Golf Club shall hold an annual meeting of the members, and they shall be notified of the time, place and address of the meeting.
- 4.3. Privileges Granted To Others. The Golf Club may, subject to the priority of Members hereunder, grant special privileges to other persons on such terms and at such times as it desires.

## V. *Rules and Enforcement of Membership Agreement*

- 5.1. Golf Course Rules. In order to provide a quality level of service, and operate as a private, for profit entity for play by members, their guests and also with limited availability for the general public, the Golf Club may from time to time establish and amend rules (the "Rules and Regulations") regarding the use of the Facilities. The Rules and Regulations shall be in writing and available at the Golf Shop. All Members must use the Facilities in accordance with the Golf Course Rules. The Rules and Regulations shall be exclusively administered and enforced by the Golf Club. Members shall have no authority to enforce such Rules and Regulations; only the Golf Club may do so. The Golf Club shall take reasonable action to enforce the Golf Course Rules but shall not be liable for a failure to do so.
- 5.2. Effective Date. The date on which Member shall be entitled to the privileges described in this Agreement shall be the date this Agreement is executed by Member and the Golf Club.
- 5.3. Enforcement. This Agreement may be enforced only by the Member and the Golf Club.
- 5.4. Damage by Members or Guests. If a Member, or the guest of a Member, damages the Facilities, or causes personal injury while on or near the Facilities, such Member shall be liable for all claims, damages and costs arising therefrom, whether compensatory, consequential, punitive or incidental, including attorneys' fees, and the Member so responsible, or the Member whose guest was responsible, shall indemnify and hold the Golf Club harmless therefrom, to the greatest extent allowable by law.
- 5.5. Temporary Suspension. The Golf Club shall have no liability for the temporary suspension of any privilege due to: maintenance, repair or construction (although the Golf Club shall act to reasonably minimize the disruption of service to the Members); physical damage to an improvement or the repair, replacement or reconstruction of such improvement; acts of God; inclement weather; utility disruptions; labor disturbances; material shortages; or other matters not within the control of the Golf Club.
- 5.6. General Limitations. To the greatest extent allowable by law, the Golf Club shall have no liability for physical damage, theft, loss or personal injury to Members or their guests in any way arising from the use of the Facilities, the Agreement, the Rules and Regulations, or the Application.

## VI. *General Terms*

- 6.1. Assignment. The Golf Club may assign its interest in this Agreement, and the liability of the assignor shall be terminated as to events occurring after assignment. The Member may not assign the Member's interest in this Agreement.
- 6.2. Management. Without assigning this Agreement, the Golf Club may engage one or more managers or operators of the Facilities or various portions thereof, whether on a contract, franchise, lease or other basis.
- 6.3. Acceptance. Availability of the Member's privileges hereunder shall be deemed acceptance, to the greatest extent allowable by law, by each Member of the limitations on Golf Club's liability hereunder.
- 6.4. Binding Effect. This Agreement is binding upon and inures to the benefit of the respective successors and permitted assigns of the parties. This Agreement may be signed in counterparts and by facsimile signatures.

6.5. General. Waivers must be express and in writing. A waiver of any one matter shall not be deemed a waiver of any other matter, whether or not existing or subsequent, or different or similar. If any provision hereof is unenforceable, the remainder of this Agreement shall be enforced. This Agreement shall be governed by Wisconsin law. This Agreement may be amended only in a writing signed by the parties.

6.6. Effect on Prior Membership Agreement. This Agreement, when executed by Member(s) and the Golf Club, shall supersede and replace any prior membership agreement between such parties.

IN WITNESS WHEREOF, the Member and the Golf Club have entered into this Agreement as of the date first written below.

HAWKS LANDING GOLF CORP.

Executed as of \_\_\_\_\_, 2018;

(If the applicant is married, both spouses must sign below)

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

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

*This Application for Membership shall not be binding on the Club until the acceptance below is signed.*



**Hawks Landing Golf Club  
88 Hawks Landing Circle  
Verona, Wisconsin 53593  
608-848-4295**

**APPROVED AND ACCEPTED BY:**

**HAWKS LANDING GOLF CLUB**

By: \_\_\_\_\_  
Authorized Representative

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