



Lakeview
golf resort

Membership Application and Agreement

Membership Application and Agreement

Please accept my application for membership in the following category of membership in the Lakeview Golf Resort (the “Resort”) located in Morgantown, WV:

Membership Type:

Golf Membership

- Unlimited Family
- Unlimited Single
- Limited Family
- Limited Single
- Non-Resident
- Associate
- Corporate
- Mountainview Family
- Mountainview Single
- Mountainview Senior Family
- Mountainview Senior Individual
- Junior

Social Memberships

- Social Family
- Social Individual

Dues Amount

The amount of dues for each membership category is described on a separate Schedule of Dues and Charges, as amended from time to time, at the sole and absolute discretion of the Resort, as hereinafter defined.

Non Refundable Membership Fee

Amount: plus all applicable taxes or similar charges: \$ +**TAX** =

Payment Terms: **Monthly** **Yearly** **Other**

The fee payable upon the acceptance of this Membership Application and Agreement (“**Membership Agreement**”) by the Resort, together with all applicable taxes or similar charges thereon, must be paid in full by personal or cashier’s check or money order or the monthly fee by credit card at the time of the submission of this Membership Application and Agreement to the Resort by the undersigned applicant.

Name of Primary members

First	Middle	Last	Nickname

Name of Spouse

First	Middle	Last	Nickname

Primary Residence

Street	City	State	Zip Code

Preferred Address for Club Billing	<input type="checkbox"/> Primary	<input type="checkbox"/> Other Residence
	<input type="checkbox"/> His Work	<input type="checkbox"/> Her Work

Applicant Cell Phone:	
Spouse Cell Phone:	
E-mail Address:	
Spouse Email Address	

Date of Birth:	Social Security:
Spouse Date of Birth:	Social Security:

Business Information

Business Name:
Title:
Address:
Telephone:

Children’s Full Names and Dates of Birth

(Please list only unmarried children under the age of 23 who are living at home, attending school full time, or serving in the military.)

Last Name	First	Middle	Date of Birth

***Please note: It is a minimum 1 year contract from sign up date and a 30 day notice of resignation is required as stated in the Lakeview Resort Rules & Regulations.**

Terms and Conditions

1. Current Ownership. I understand that, as of the date of the submission of this Membership Agreement, the Club is owned by AILMT Hospitality, LLC, a West Virginia limited liability company (the “**RESORT**”). The Resort reserves the right to engage one or more professional management companies and other entities to operate the Club Facilities, as hereinafter defined, or any portion thereof.
2. Membership Provisions. I acknowledge receipt of, and agree by execution of this Membership Agreement, that upon the written acceptance by the Resort of this Membership Agreement to be bound by the terms and conditions of the following: (i) this Membership Agreement, and (ii) the following as they may be amended from time to time at the sole and absolute discretion of the Resort (collectively the “**Membership Provisions**”): (a) the Lakeview Resort Membership Plan, (b) the Club Rules and Regulations, (c) the Club’s Schedule of Dues and Charges, and (d) such other policies and practices which may be implemented from time to time by the Resort. I further acknowledge that membership in the Club is subject to suspension or termination for failure to abide by the terms and conditions contained in this Membership Agreement or any of the Membership Provisions

3. Payment of Dues, Fees and Charges. I understand that I am responsible for the prompt payment of all deposits, fees and charges incurred in connection with my Club membership, including any fees or charges incurred by my spouse, my immediate family members and guests, and agree to pay such fees and charges in a timely manner upon billing. All dues, fees and charges are billed directly to me as the Club member. I understand that payment shall be due on the 1st of each month and that my Club account shall be considered delinquent if not paid within twenty (20) days after the date of the monthly statement or the date that any other amount is due the Club or Company and will be subject to the lesser of (i) a one and one-half percent (1.5%) late charge per month, or (ii) the maximum amount that may be contracted for, taken, reserved, charged, or received under applicable law. This late charge shall accrue on delinquent Club account balances beginning thirty (30) days from the date of the monthly statement reflecting such amount as being owed and until the delinquent amount is paid in full. A late charge which is collected and is in excess of the maximum amount allowed by law shall either be credited to your Club account or shall be refunded if no amount remains unpaid on your Club account. I acknowledge that the Club and the Resort may take whatever action it deems necessary to effect collection of any delinquent balance in my Club account, including without limitation, suspension or termination of my Club membership or legal action, and I shall be liable for all costs and for any expenses of collection including, but not limited to, reasonable attorneys' fees, including any fees incurred in connection with appellate proceedings. By execution of this Membership Agreement, I unconditionally authorize the Club and the Resort to charge any and all obligations incurred in connection with my Club membership against the credit card account described below and any and all substitute or additional credit card accounts noted in the Club's records as related to my Club membership or my Club account. Such charges specifically include but are not limited to dues, service charges, use fees, purchases of food, beverage and merchandise and any other amounts. I agree to keep a valid and current credit card account to which charges are authorized to be made on record with the Club at all times and to promptly take any and all other actions required to effect the provisions of this paragraph. In the event that my credit card account of record with the Club expires or is no longer valid, I further agree to immediately substitute a valid credit card account without any requirement for notice from the Club.

4. Terms: This agreement shall be for a term ending Month _____, Year _____ and **automatically renew** for one year, unless the Club or the Company receives a thirty (30) day notice prior to resigning.

Monthly Club Charges - Credit Card Information – (Visa, MasterCard, Discover and AMEX)

Card Type	Name on Card	Number	Expiration

If you prefer to have monthly dues and charges applied to your credit card, please authorize below:

Signature of Card Holder	Date

5. Deduction of Amounts Owed the Club or Resort. The Resort may, at the Resort’s sole and absolute discretion, deduct from any amount to be repaid or refunded to a member or applicant any amounts due the Resort or the Club by the member or applicant for any reason. Failure to deduct any amount owed the Resort or the Club by a member or an applicant from any repayment or refund paid to such member or applicant shall not act to waive or cancel any claim for or right to recover any amount owed by the member or applicant to the Resort or the Club.

6. Limited Revocable Non-Exclusive License. The undersigned acknowledges that membership in the Club permits the member to use the Club Facilities, as defined in the Membership Provisions. Club membership is not an investment in the Club, the Resort or the Club Facilities and does not give a member vested or prescriptive right of easement to use the Club Facilities. Membership in the Club does not provide a member with equity or ownership or any property interest in the Club, the Club Facilities or the Resort. A member only acquires a limited revocable non-exclusive license to use the Club Facilities in accordance with the terms and conditions of the Membership Provisions, as the same may be amended from time to time at the sole discretion of the Resort, and this Membership Agreement.

7. Conveyance of Club or Club Facilities. The Resort has no obligation or duty of any type or nature to offer to sell, lease or transfer ownership or control of the Club, the Club Facilities, any Club asset or any portion thereof to any Club member or group of Club members. Further, upon the assumption in writing by a purchaser or lessee of the Club Facilities of the obligations and duties of the Resort under this Membership Agreement and the applicable Membership Provisions, the Resort will be automatically released from any and all liability or any nature whatsoever under this Membership Agreement, the Membership Provisions, the Declaration. The undersigned further acknowledge that no joinder, consent or acknowledgement by any Club member or group of Club members is required for the full and final release of the Resort from any and all obligations and duties under this Membership Agreement, the Membership Provisions or the Declaration. In the event of a sale or lease of the Club Facilities in which the purchaser or lessee assumes the obligations and duties of the Resort under the terms of the Membership Agreement and the applicable Membership Provisions, the undersigned applicant shall look solely to the new owner or lessee for repayment of the remaining refundable portion of any Membership Deposit, if any, or any other amount which may be due or become due to the undersigned applicant.

8. Assumption of Risk. The undersigned hereby acknowledges that the use of the Club Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. The undersigned hereby accepts any and all risk of injury to myself, my guests and my family sustained while using the Club Facilities or involved in any event or activity incident to membership in the Club. In accepting the risk of injury, I understand that I am relieving the Resort, its affiliates, their successors and assigns and their respective directors, officers, partners, shareholders, employees and agents and the members of any board of the Club and any Club committee from any and all loss, cost, claims, injury, damages or liability sustained or incurred by me, my guests and my family resulting from or arising out of any conduct or omission by the Resort, all Club employees while on duty and any other agent or representative of the Club for any conduct or event occurring on the Club premises or connected with membership in the Club, use of any of the Club Facilities or participation in any Club event.

9. Amendment and Reserved Rights. This Membership Agreement may not be amended or modified, nor shall any waiver of any provision hereof be effective, except by an instrument in writing executed by the undersigned and the Resort. The Company reserves the right in its sole and absolute discretion but shall have no obligation to: (i) amend in whole or in part, terminate or modify the Membership Provisions or any portion thereof, (ii) reserve memberships in the Club, (iii) discontinue operation of any or all of the Club Facilities or Club privileges, (iv) add, delete, sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person, entity or group of persons whomsoever, (v) issue, add, modify or terminate any type or category of Club membership, (vi) convert the Club into an equity member-owned club, (vii) encumber all or any portion of the Club Facilities with one or more liens or encumbrances including, but not limited to, in conjunction with other property owned or indebtedness owed by the Resort and (viii) make any other changes in the terms and conditions of Club membership or to or in the Club Facilities available for use by the Club members. Any amendment other than to this Membership Agreement shall be effective immediately upon the date of notice to the Club members of such amendment given in accordance with the applicable Membership Provisions.

10. Governing Law and Performance. This Membership Agreement and Membership Provisions shall be governed by and construed and enforced in accordance with the laws of the State of West Virginia and is performable in Monongalia County, West Virginia.

11. Counterparts & Signatures. This Membership Agreement may be signed in one or more counterparts and each counterpart is an original. Signatures to this Membership Agreement transmitted by facsimile or in electronic PDF or other text readable electronic format, are binding upon the party providing such signatures and such signatures are deemed original signatures for all purposes.

If the Applicant is married, both the Applicant and his/her spouse must also sign below.

Signature of Applicant: Printed Name:	Date:
Signature of Spouse: Printed Name:	Date:

Lakeview Resort Accounting Options:

Lakeview Resort offers one form of payment for monthly statements. Please review the following information.

Credit Card- Credit Card Payments will be drafted on the 1st of each month.

If you have any questions about billing, please contact Aaron Gizzi, PGA at 304-594-9414 or aaron.gizzi@ailhotels.com.

Lakeview Resort is glad to offer you the following upgrade options with your Membership. Please check next to the following options you would like to take advantage of and return this form by mail, Lakeview Resort, One Lakeview Drive, Morgantown, WV. 26508. Fax (304) 594-9462, or email aaron.gizzi@ailhotels.com.

Handicap

USGA Handicaps are required in order to participate in Club tournaments. Yearly fee: \$ 49.00

Schedule of Dues and Fees

Lakeview Membership Dues by Category

	Unlimited Family	Unlimited Individual	Limited Family	Limited Individual	Non-Resident Family	Non-Resident Individual	Social Family	Social Individual	Corporate
<i>Monthly</i>	\$199.90	\$149.90	\$119.90	\$89.90	\$99.90	\$69.90	\$34.90	\$24.90	\$799.90
<i>Annual</i>	\$1999	\$1499	\$1199	\$899	\$999	\$699	\$349	\$249	\$7999

*All monthly payment prices are a 10 month payment plan that automatically renews each year.

Mountainview Membership Dues by Category

	Family	Single	Senior Couple	Senior Individual	Student	Junior	Associate Age 18-30
<i>Monthly</i>	\$99.90	\$59.90	\$59.90	\$39.90	\$39.90	\$24.90	\$40-\$90
<i>Annual</i>	\$999	\$599	\$599	\$399	\$399	\$249	\$400-\$900

*All monthly payment prices are a 10 month payment plan that automatically renews each year.

Fee Schedule

	Mon-Th	Fri – Sun/Holiday	Golf Cart	Mountainview	
				Mon-Th	Fri-Sun
<i>Unaccompanied Guest</i>	\$49	\$59	included	\$35	\$45
<i>Accompanied Guest</i>	\$39	\$47	included	\$28	\$36
<i>Tournament/Outing (50+ people)</i>	\$40	\$50	included	\$25	\$39
<i>Member Cart Fee</i>	\$20	\$20	N/A	\$20	\$20
<i>Non-Member Cart Fee</i>	\$28	\$28	N/A	\$25	\$25

Membership Benefits & Discounts

- 10% off food and beverage purchases in Legends and Fusion Restaurants
- 10% off Merchandise excluding golf balls and hard goods
- Friends and Family room rates
- Discounted room rental for meetings and banquets (excluding weddings)
- Special family wedding rates
- Discounted guest fees for member organized outings and group golf
- Complimentary Locker and access to members room.