

**Airways Golf Course  
FREQUENT PLAYER AGREEMENT**

LAST NAME		FIRST NAME		MI	MEMBER #
MAILING/BILLING ADDRESS			CITY	ZIP	
EMAIL ADDRESS				CELL PHONE	
12 Month Commitment				No Monthly Commitment	
<b>7 Day Walking Program</b> Unlimited golf at home course Monday-Sunday Walking <b>HOLIDAYS INCLUDED</b>	Monthly	\$144.95	<b>7 Day Walking IN and OUT Program</b> Monday- Sunday Pick and Choose Your Months of Play no commitment.	Monthly	\$169.95
	Annual	\$1739.40			
<b>5 Day Walking Program</b> Monday through Friday Walking <b>HOLIDAYS EXCLUDED</b>	Monthly	\$119.95	<b>5 Day Walking IN and OUT Program</b> Monday- Friday Pick and Choose Your Months of Play no commitment. <b>HOLIDAYS EXCLUDED</b>	Monthly	\$139.95
	Annual	\$1,439.40			
<b>4 Day Walking Program</b> Monday-Thursday Walking <b>HOLIDAYS EXCLUDED</b>	Monthly	\$99.95	<b>4 Day Walking IN and OUT Program</b> Monday-Thursday Pick and Choose Your Months of Play no commitment. <b>HOLIDAYS EXCLUDED</b>	Monthly	\$119.95
	Annual	\$1,199.40			
<b>7 Day Family Program</b> Unlimited golf at home course. Monday- Sunday Walking Married or Domestic Partners only <b>HOLIDAYS INCLUDED</b> (Add Children for \$100 Per Year)	Monthly	\$349.95	<b>7 Day Family Walking IN and Out Program</b> Monday- Sunday Pick and Choose Your Months of Play no commitment.	Monthly	\$369.95
	Annual	\$4199.40			
<b>7 Day Couples Program</b> Unlimited golf at home course. Monday- Sunday Walking Married or Domestic Partners only	Monthly	\$249.95	<b>7 Day Couples Walking In and Out Program</b> Unlimited golf at home course. Monday- Sunday Walking Married or Domestic Partners only	Monthly	\$299.95
	Annual	\$2999.40			
<b>Junior Annual Membership</b> Minors 17 & under. Home Course Only		\$100.00	Initiation Fee	One Time Fee	\$299
	Date of Birth MANDATORY				

**Evolution Program**

- ❖ \$399.95 Monthly
- ❖ \$4799.40 Annually
- ❖ Unlimited Green Fees and Carts Fees (Private Cart Included)
  - ❖ Access to ALL SGM Facilities
  - ❖ Rewards Program
- ❖ Sign Up Gift: 2 Guest Passes for 2022
  - ❖ 1 Time \$499 Initiation Fee

<b>AUTOMATIC PAYMENT OPTIONS</b>			
<input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> Amex <input type="checkbox"/> Discover <input type="checkbox"/> Debit Card	<b>A 2% CONVENIENCE FEE WILL BE ADDED FOR THESE TRANSACTIONS</b>	<input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account	<b>NO CONVENIENCE FEE WILL BE ADDED FOR THESE TRANSACTIONS. A \$25.00 fee will be charged for any transaction returned unpaid by your bank</b>
PLEASE PROVIDE YOUR DESIRED PAYMENT INFORMATION TO THE PRO SHOP STAFF			
<b>EFT AUTHORIZATION</b>			
I AUTHORIZE SGM to electronically deduct the monthly dues, fees and charges for all balances due monthly automatically from my designated account on approximately the 1 <sup>st</sup> of each month for the current month and continuing until my player program is terminated or cancelled. I understand fully that I may change my EFT account at any time, but I may not cancel EFT as it is a requirement of my player program.			
<b>Player Program Signature</b>			<b>Date</b>
<b>By my signature above,</b> I Hereby acknowledge that I have read this form, and the <b>Terms and Conditions for Player Program</b> (page 2) in their entirety and agree to all terms & provisions, hereof and I further agree to be bound and abide by all rules and regulations of SGM, Inc., which may be modified or amended and which are available at any of SGM's facilities or on its website at <a href="http://www.sierragolfmanagement.com">www.sierragolfmanagement.com</a> . I understand the initial player program is for a term of one year as per the Terms and Conditions for player program (page 2).			
<b>SGM Representative</b>	<b>Player Program to Start Date</b>	<b>Player Program</b> <input type="checkbox"/> Paid in Shop <input type="checkbox"/> Collect in office	<b>INITIATION FEE</b> <input type="checkbox"/> Paid in Shop <input type="checkbox"/> Collect in office <input type="checkbox"/> Waived

## Frequent Player Programs for Airways Golf Course

TERMS AND CONDITIONS FOR PROGRAMS

### ARTICLE I: TERMS, SUSPENSION AND TERMINATION OF PROGRAMS

**Section 1. Terms.** Terms of this contract are for one year. The program will automatically renew after the expiration, provided that the player is not in default of any provision of this Agreement, and subject to the terms and conditions hereof. Automatic renewal terms may be cancelled at any time provided a 20-day prior written notice is delivered to SGM, Inc., PO Box 788, Chowchilla, CA 93610. Or you can email [chad@sierragolfmanagement.com](mailto:chad@sierragolfmanagement.com). It is also understood that SGM has the option to change monthly renewal dues with 20 days prior written notice.

**Section 2. Suspension.** If monthly payments are not paid or declined and restitution is not made within 10 days after the date of obligation, SGM may, at its discretion, suspend players privileges. Monthly dues will continue to accrue until the member or SGM cancels players' program. Players are responsible for full payment of current dues; all accumulated past dues to date and the remaining balance of contract. Such an amount is due and payable immediately. If payment of past and current dues is made in full, the player will be reinstated to active status. If no payment is made, SGM may turn the account over to a collection agency. SGM shall be entitled to all costs of collection, including attorney's fees, in the event of any default hereunder.

**Section 3. Involuntary Cancellation.** SGM reserves the right at any time to revoke the player program or privileges there under any program for failure to comply with any of the rules and regulations of SGM or for any conduct SGM deems to be improper. The player program of any player who is more than 30 days past due on his/her account may, at SGM's discretion, be cancelled. The program may be terminated by written notification mailed to the last address on SGM records for programs being cancelled. A cancelled player will remain liable for all balances incurred prior to program termination.

**Section 4. Voluntary Cancellation.** Except as specifically provided elsewhere in Section 5 below, NO cancellations will be accepted.

**Section 5. Death and Disability.** Should a player die or become disabled and therefore unable to receive all services for which he/she has contracted, Players or his/her estate shall be relieved of obligations for payment for services other than those received prior to death or the onset of disability and shall not be entitled to refund of any prepaid dues for services not yet received. Players agree that in the event he/she claims disability, he/she hereby consents to submit copies of his/her physician's report, diagnosis and prognosis to SGM within ten (10) days of the player's claiming disability. Any time missed during the disability period

ARTICLE II: RULES AND REGULATIONS - The rules are posted at each course.

**Section I. Rules and Policies.** In addition to the terms and conditions contained herein, players acknowledge and agree that players shall be bound by and comply with all rules, regulations and policies established by SGM. SGM reserves the right in its sole and absolute discretion to amend, modify or cancel any of its rules, regulations and policies and/or adopt additional rules, regulations or policies. Any violation of the rules, regulations and policies by a member may result in the termination of the players contact, in SGM's sole and absolute discretion.

#### ARTICLE III: LIABILITY OF PROPERTY

SGM is not liable to you for any personal property that is damaged, lost or stolen while on or around SGM premises, including, but not limited to a vehicle or its contents or any property left in a golf cart. If you cause any damage to SGM premises, you are liable to SGM for its costs of repair or replacement.

#### ARTICLE IV

**Section 1. Entire Agreement and Enforcement.** You acknowledge that neither SGM, any of its representatives, nor anyone else, made any representations or promises upon which you relied on entering this contract, which are not stated in this contract. This contract contains the entire agreement between you and SGM, and replaces any oral or other prior written agreement. If a court declares any part of this contract invalid, it will not invalidate the remaining parts, which continue unaffected. If SGM does not enforce any right in this contract for any reason, SGM does not waive its right to enforce it later.

**Section 2. Arbitration.** Any controversy or claim arising out of or relating to this contract, or the alleged breach thereof, shall be resolved exclusively by final, binding and specifically enforceable arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration hereunder shall be held only in Madera County, California and enforced only in the state district court situation therein. No appeals shall be permitted.