

MEMBERSHIP APPLICATION AND AGREEMENT

2025

This Membership Application and Agreement (hereinafter the “Agreement”) is entered into on this _____ day of _____ 20____ by the applicant for the purpose of applying for Membership at Mallard Pointe Golf and Villas (hereinafter “MPG&V”).

RECITALS

Mallard Pointe Golf Management INC., 3037 State Park RD., Sardis, MS 38666 operates a semi-private golf course. Members desires an opportunity to enjoy the MPG&V facilities and to obtain certain privileges and hereby agree to become a member on the terms and conditions set forth herein.

For good and valuable consideration, Member covenants and agrees as follows:

1. MEMBER. For purposes of this Agreement “Member” shall mean the person/persons identified on the MPG&V “Membership Application and Agreement” and to determine membership qualification the eldest applicant’s age shall be used to determine classification.

2. MEMBERSHIP. Upon payment of the Initiation fee and first month’s membership dues, membership privileges will be active for one year commencing on the date the full application, Initiation fee and dues are received by MPG&V. Payment of the membership fee does not give Member any right, interest or ownership in MPG&V. Membership privileges are limited to the Member and the Member’s family listed in this Agreement and may not be sold, transferred or otherwise assigned in any manner. Privileges shall cease and terminate upon death of a Member excluding family memberships, where the additional listed family may enjoy the privileges of membership if the account is in good standing. MPG&V may revoke a membership, at MPG&V’s sole and absolute discretion, if the Member violates the terms of this Agreement or does harm to club’s property or reputation. No portion of any fees paid will be refunded upon revocation or suspension of the Membership, other than as set forth below.

3. CONDITIONS OF MEMBERSHIP. Member authorizes MPG&V and Club Caddie to charge the following credit/debit card for any dues, fees and charges associated with this Membership for a minimum of 12-month term and agrees to pay any Legal fees associated with collecting said fees. (subject to rates included in Membership Opportunities effective January 1, 2025) and understand if payment is denied two times over a six-month period due to NSF, my membership will be suspended, and I will be required to pay the balance of the year in full plus fees to continue membership privileges. Upon completion of the year, I may return to monthly privileges.

4. MEMBER PRIVILEGES. For the duration of the Membership term, Member will receive certain benefits which may vary and are dependent upon the type of membership elected. These benefits are referred to as “Member Privileges” and MPG&V reserves the right to modify Member Privileges at any time.

5. MEMBERSHIP TYPES. MPG&V provides the following Memberships: A. Regular, B. Family, C. Senior, and D. Senior with spouse.

A. REGULAR MEMBERSHIP: The Regular Annual Membership is for an individual person. The fee shall be \$900.00 Initiation fee and \$165.00 plus tax per month. Privileges are unlimited golf, 14-day advance tee time reservations, driving range 1 bucket per day, access to Members Only Portal on Club Caddie for tee times account access and bill paying, access to Members Only Events and early event booking, 10% discount on Pro Shop Merchandise (excluding balls and Special-order items) All merchandise, and food and beverage purchases may be charged to the Member’s account and will be charged to your credit/debit card on file with club caddie on the first of each month.

B. FAMILY MEMBERSHIP: The Family Membership is for an individual and his/her legal spouse and dependent children under 18 years of age or student with valid ID under 22 years of age. The fee shall be \$1200.00 Initiation fee and \$190.00 plus tax per month. Privileges are unlimited golf, 14-day advance tee time reservations, driving range 1 bucket per day, access to Members Only Portal on Club Caddie for tee times account access and bill paying, access to Members Only Events and early event booking, 10% discount on Pro Shop Merchandise (excluding balls and Special-order items) All merchandise, and food and beverage purchases may be charged to the Member’s account and will be charged to your credit/debit card on file with club caddie on the first of each month.

C. SENIOR MEMBERSHIP: The Senior Membership is for an individual person 62 years and older. The fee shall be \$650.00 Initiation fee and \$135.00 plus tax per month. Privileges are unlimited golf, 14-day advance tee time reservations, driving range 1 bucket per day, access to Members Only Portal on Club Caddie for tee times account access and bill paying, access to Members Only Events and early event booking, 10% discount on Pro Shop Merchandise (excluding balls and Special-order items) All merchandise, and food and beverage purchases may be charged to the Member’s account and will be charged to your credit/debit card on file with club caddie on the first of each month.

D. SENIOR W/SPOUSE MEMBERSHIP: The Senior Membership is for an individual person 62 years and older. The fee shall be \$750.00 Initiation fee and \$155.00 per month. Privileges are unlimited golf, 14-day advance tee time reservations, driving range 1 bucket per day, access to Members Only Portal on Club Caddie for tee times account access and bill paying, access to Members Only Events and early event booking, 10% discount on Pro Shop Merchandise (excluding balls and Special-order items) All merchandise, and food and beverage purchases may be charged to the Member’s account and will be charged to your credit/debit card on file with club caddie on the first of each month.

6. MEMBERSHIP PAYMENTS. Membership dues shall be paid in (12) twelve monthly installments due in advance on the first of each month. Members full monthly membership dues are billed on the 5th of each month to the credit/debit card on file with Club Caddie. I understand that I am signing up for a 12-month Membership and are responsible for the full 12 payments and if I decide to leave for any reason other than stated in paragraph 11; I will pay all payments and or legal fees to collect these payment, if MPG&V have to seek legal actions to collect.

7. GOLF CART AGREEMENT. Member acknowledges that he/she is aware that golf carts are an amenity available to the Member. The fee for golf cart rental is included in your Membership and the privilege may be taken away at any time by MPG&V management or staff for mistreatment of golf carts with no discount or refund. Member warrants that the Member is familiar with the operation of the golf cart and is 16 years of age with a valid driver's license. Members agree to return said golf cart at the end of play in as good of condition as received. Member Further agrees to reimburse MPG&V for all damage incurred during the use of a golf cart by either the member, authorized family member or a guest of the member.

8. INDEMNIFICATION. The Member hereby covenants and agrees to fully indemnify, defend, and hold the MPG&V and its owners, officers, employees, and other agents, harmless from and against any and all liabilities, claims, actions, lawsuits, demands or damages incident to or arising out of acts or omissions of the Member, the Member's family and the Member's guests. Further, the Member covenants and agrees to hold the MPG&V and its owners, officers, employees, and other agents, harmless from any and all damages to the Member's person or property and the person and property of the Member's family and guests arising out of or related to the use or occupancy of MPG&V facilities of any nature whatsoever.

9. ASSUMPTION OF RISK. I am aware of the risks of illness or injury in any golf or exercise activity. These injury risks include but not limited to; being hit by a golf ball or balls, golf clubs, golf carts, lightning, stepping or tripping in holes, climbing or descending hills, or other natural indentations in the ground; injury from insects, animals, birds, snakes, or drowning, pulled muscles or other sprains/strains or injuries. I am Participating under the express understanding that I hereby indemnify, defend, waive and release MPG&V, its employees, agents, officers, directors, successors and assigns from any claims, cost liability, expenses or judgements including attorney fees and court cost (hereafter referred to as "claims") arising out of my participation and the participation of my family and guest at any event of Mallard Pointe Golf Course.

10. FACILITY WAIVER Mallard Pointe Golf Facilities are maintained to allow for normal golf activities. There is no guarantee as to the condition of the course or any amenities included in this membership. Members will have access to the amenities listed in this agreement subject to availability, which is to be determined by the sole discretion of MPG&V. Certain private and public events may dictate that the golf course, practice area, snack bar, and or other areas of MPG&V be closed. Members understand and agree that nothing in this

membership agreement shall entitle members to any of the facilities on any given day nor to a discount or refund on account of limited access. Members further understand that access to the course, practice facility, snack bar and other benefits may be limited by MPG&V as necessary to maintain facilities and golf course. No member is entitled to a refund or return of amounts due to damage to or the condition of the golf course because of acts of God and or vandalism. Further MPG&V shall have no liability for temporary suspension of any privilege due to Maintenance, repair, construction, improvements, acts of God, inclement weather, utility disruptions or all other matters beyond control of MPG&V.

11. EARLY TERMINATION OR SUSPENSION OF MEMBERSHIP. If the Member is activated for military service or is relocated for business more than fifty (50) miles from Member's address set forth on the Member's enrollment form, MPG&V may suspend or terminate Member's membership at its sole discretion. In the event of military service, Member shall provide a copy of military orders from the issuing authority. In the event of relocation, the Member must provide proof of residency to MPG&V satisfaction. In the event of termination, MPG&V will issue a prorated refund of Membership fees. In the event of suspension, MPG&V will not issue any refund but will freeze the membership for the suspension period. Decisions regarding early termination or suspension of membership will be determined by MPG&V, in its sole and absolute discretion.

12. EXTENDED TERM OF AGREEMENT. Provided that the Member is not in default pursuant to the terms of this Agreement and the Member has fully complied with all MPG&V Member rules and regulations during the term of this Agreement, MPG&V shall automatically extend the term of this Agreement on its anniversary date for an additional twelve-month period in perpetuity. During the extended period, the Agreement terms and conditions shall continue to apply during the extended term, except that the Member's annual fee for which applied to the Membership Choice selected by the Member shall automatically be increased by the MPG&V. The MPG&V will post to website "www.golfmallardpointe.com" its annual fees for each "Membership Choice" effective on or about January 1st of the then current year. In the event the Member elects to terminate the Membership Agreement or to change the Membership Choice the Member shall give the MPG&V written notice not less than forty-five days prior to the anniversary date of each year. If the Member fails to give the written notice of termination or the change in Membership Choice as hereinbefore set forth then the Member shall remain fully liable pursuant to the Agreement for the extended twelve-month term.

13. GOLF AND TEE TIMES. Members understand that tee times are not guaranteed, and members have the benefit of making tee times 14 days in advance to secure the tee time they desire. Members understand that MPG&V will host private tournaments from time to time and will be closed to play. Members understand MPG&V Policies on tee times; Singles and doubles will be paired with other groups without authorization on Weekends and Holidays.

14. TAXES AND FEES. All memberships are subject to Mississippi's 7% sales tax (excluding initiation Fee). MPG&V charges a 3% transaction fee on all credit card transactions.

15. MONTHLY CHARGE ACCOUNTS. I understand and acknowledge receipt of the Membership Agreement and covenant and agree fully to the terms herein. Further,

A. I agree to pay all fees, dues, and other charges for which I, my family, or one of my guests are responsible for under the terms of the Membership Agreement on or before the due date.

B. I agree to be responsible for all charges incurred by my family members and guests while using the facilities.

C. I understand that delinquency in paying any amount due will result in a 1.5% past due payment fee on the amount past due. I also acknowledge that delinquent amounts may result in suspension or termination of my charging privileges at the MPG&V.

D. I hereby acknowledge receipt of the MPG&V Agreement that I have read and understand the Agreement and hereby covenant and agree to be bound by the terms and conditions of this Agreement as from time to time by MPG&V.

E. I hereby agree that all fees, dues, and charges to my members account will be charged monthly to your credit/debit card on file and the signature below verifies I authorize MPG&V and Club Caddie to charge the credit card monthly with no further authorization. This Membership Agreement may not be amended or modified, nor shall any waiver of any provision be effective, except by an instrument in writing executed by the general manager or owners of MPG&V.

16. EXTRAS. Members may sign up for USGA GHIN handicap Service for 25.00 per year.

THE ABOVE TERMS ARE ACCEPTED BY APPLICANT:

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

MEMBERSHIP TYPE: _____

MEMBER# _____

DATE OF BIRTH: _____ USGA GHIN Service Yes _____ No _____

Credit/Debit Card# _____

CV# _____ EXP _____

ADDRESS: _____ CITY _____

STATE _____ ZIP _____ HOME PHONE: _____

CELL PHONE: _____

EMAIL ADDRESS: _____

FAMILY NAMES:

FIRST _____ LAST _____ DOB _____

CELL PHONE: _____

EMAIL ADDRESS: _____

FIRST _____ LAST _____ DOB _____

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CELL PHONE: _____

EMAIL ADDRESS: _____

FIRST _____ LAST _____ DOB _____

CELL PHONE: _____

EMAIL ADDRESS: _____

Member Name (Print) _____

1st Months Membership Cost _____

Mississippi sales tax 7% _____

Initiation Fee _____

USGA GHIN service _____

Total _____

Member Signature _____

Date _____

Employee Signature _____

Date _____