

Membership Agreement

Dated: _____ (the “Effective Date”)

Between:

Name: _____

Member Status: Renewing Former (2012 or prior) New

Address: _____

City/Prov/Postal Code: _____

Home Tel. No: _____

Mobile No.: _____

Email Address: _____

And: _____ (the “Member”)

LEDGEVIEW GOLF & COUNTRY CLUB (Incorp. No. S-12,249) d.b.a. “**Ledgeview Golf Club**”, a society incorporated under the laws of British Columbia and having a business and mailing address of 35997 McKee Road, Abbotsford, B.C. V3G 2L6, tel. no. 604.859.8993, and email address of info@ledgeviewgolf.com.

(“LGC”)

In consideration of the mutual premises and covenants herein contained, the parties agree as follows:

SERVICES AND PAYMENT

1. LGC will grant to the Member, and the Member applies for, the following 12-month membership (the “**Membership**”) commencing on the Effective Date in LGC and ending on _____ **subject to any rights of cancellation of the Member or LGC as set out on page 2:**

Family* 7 Day	\$ 3610	_____	Single 7 Day	\$ 2000	_____
Family* 5 Day	\$ 2790	_____	Single 5 day	\$ 1605	_____
Family* Weekend	\$ 2790	_____	Single Weekend	\$ 1605	_____
Family* Twilight	\$ 2790	_____	Single Twilight	\$ 1605	_____
Intermediate A (19-30 yrs.)**	\$ 1030	_____	Intermediate B (31-35 yrs.)**	\$ 1380	_____
Corporate A (single appt.)	\$ 2000	_____	Corporate B (50 passes)	\$1805	_____
Lifetime Member (Cap. Asses only)	\$ 0	_____			
**Attach copy of ID for Intermediates			Member’s Date of Birth: _____		
*Family means 2 spouses and 2 children or grandchildren (18 yrs. or younger)					

2. During the usual business operating hours of LGC as changed from time to time and subject to paragraph 3, the Member will have access to the facilities of LGC for the purposes of playing golf as follows:
 - a. For a 7 Day membership, 7 days a week including statutory holiday;
 - b. For a 5 Day membership, Monday to Friday excluding statutory holidays;
 - c. For a Weekend membership, Friday, Saturday, Sunday and statutory holidays;

- d. For a Twilight membership, 7 days a week including statutory holidays after the start of twilight which begins approximately 5 hours prior to sunset.
3. LGC reserves the right to restrict or prohibit access to the facilities of LGC due to weather conditions that make it unsafe or unideal to use the facilities.
 4. LGC will grant to the Member the following additions (the “**Additions**”) to the Member as part of the Membership:

Yearly Club and Cart Storage	\$ 170 _____	Yearly Power Cart Seat	\$ 400 _____
Yearly Cart Storage	\$ 100 _____	Yearly Senior Power Cart Seat	\$ 350 _____
Yearly Club Storage	\$ 120 _____	Yearly Trail Fees	\$ 250 _____

5. The Member will provide payment (the “**Payment**”) on the Effective Date for the Membership, the Additions, as applicable, taxes and other fees or charges as follows:

Membership	\$ _____	
Additions	\$ _____	
RCGA (\$36pp)	\$ _____	
Capital Assessment*	\$ _____	*Capital Assessment: \$650 for all except Int. A - \$400, Int. B - \$550, Junior/Student - \$0
Initiation Fee (\$180)**	\$ _____	** New Membership Only
Sub-total	\$ _____	
GST (5%)	\$ _____	Membership Number: _____
Share (\$20) (no tax)	\$ _____	Share Number: _____
TOTAL	\$ _____	RCGA Membership Number: _____

6. The Member confirms receiving a copy of this Agreement on the Effective Date.

RIGHTS OF CANCELLATION

7. The Member or LGC may cancel this Agreement in accordance with the *Business Practices and Consumer Protection Act, S.B.C. 2004, c. 2* (the “**Act**”) as applicable including, without limitation, as follows:
 - a. By the Member, within 10 days from the date that the Member receives a copy of this Agreement, for any reason by providing notice of cancellation (the “**Notice of Cancellation**”) to LGC;
 - b. By the Member, at any time if there has been a material change in the circumstances of the Member or a material change in the services provided by LGC, as defined in the Act, by providing the Notice of Cancellation to LGC. A material change in circumstances may include the Member relocating such that the distance between the Member and the facilities of LGC is more than 30 km greater than when the Member and LGC entered into this Agreement.
8. A Member may provide the Notice of Cancellation to LGC at the address in the Agreement by registered mail, electronic mail, facsimile or personal delivery sent within the required time period. In the case of paragraph 7(b), the Notice of Cancellation must include the reason for the cancellation.
9. If this Agreement is cancelled, the Member may be entitled to a refund calculated and paid in accordance with the Act. Any refund owing to the Member must be paid within 15 days after the Notice of Cancellation being given.

WAIVER OF LIABILITY

10. In consideration of LGC permitting the Member to use the facilities or rent equipment, including power carts, the Member hereby agrees as follows:
- a. To waive any and all claims that the Member has or may have in the future against LGC and to release LGC from any and all liability for any damage, expense or injury including death that the Member may suffer, or that the Member’s next of kin may suffer, as a result of the Member’s use of, or presence on, the facilities or from the Member’s use of equipment, due to any cause whatsoever, including negligence, breach of contract or breach of statutory duty of care, including any duty owed under the *Occupiers Liability Act*, R.S.B.C 1996, c.337, in respect of the selection or maintenance of equipment or in the respect of the provision or failure to provide any warnings, directions or instructions on how to use the equipment or the risks, dangers and hazards of golfing. The Member understands that negligence includes failure on the part of LGC to take reasonable steps to safeguard or protect the Member from the risks, dangers and hazards referred to above;
 - b. To hold harmless and indemnify LGC from any kind of liability for any damage to or loss of property or of personal injury to any third party;
 - c. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction, and;
 - d. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

YEARLY POWER CART WAIVER

11. The Member promises to hold LGC free and harmless from any claims of any nature whatsoever that may arise through the use of a power cart. The Member represents that they are familiar with the use of power carts and that they can safely operate a power cart. The Member agrees to pay for any damages done to a power cart under the Member’s operation for the duration of their membership in the society.

Initial: _____ The Member consents to having their name published on a yearly Member Roster List, which is distributed solely to current Ledgeview members.

_____ The Member consents to electronic communications (emails) from LGC.

The parties by executing this Agreement in Abbotsford, B.C. agree to the terms and conditions above.

MEMBER

LEDGEVIEW GOLF & COUNTRY CLUB

Per:

Signature

Signature

Print
Name: _____

Print
Name: _____