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**PINEHURST COUNTRY CLUB**

**CONFIDENTIAL**

**MEMBERSHIP**

**NOMINATION & AGREEMENT**

**Copy of Photo ID is required for each Applicant**

|  |  |
| --- | --- |
| **Resident Membership** | **Initial Here****\_\_\_\_\_\_\_\_\_** |
| **Associate Membership** | **Initial Here****\_\_\_\_\_\_\_\_\_** |
| **Clubhouse Membership** | **Initial Here****\_\_\_\_\_\_\_\_\_** |

**Nonrefundable Initiation Fee: $\_\_\_\_\_\_\_\_\_\_**

Deliver to Director of Membership:

6255 W. Quincy Ave.

Denver, CO 80235

The Applicant(s) named below hereby makes application for membership in Pinehurst Country Club (the “**Club**”). **Applicant 1** will be the “**Member**” under the Club’s governing documents and **Applicant 2** will be the Membership **Spouse** under the Club’s governing documents.

Applicant Names: 1: 2:

**APPLICANT 1 – INFORMATION:**

1. Applicant 1:

 First Middle Last Maiden

1. Social Security Number: (CALL CLUB) / Date of Birth:
2. Present permanent address:

City: State: Zip: County:

Telephone Number: Email Address:

1. Work history:

Company or Business name:

Position(s) held:

Street Address:

City: State: Zip: Telephone:

1. Previous Positions Held and Dates:

Educational Background:

 From To:

 From To:

1.  I represent that I have not been investigated, arrested or charged, either by way of indictment or information, nor have I plead no contest to, or been convicted of the commission of any crime of any nature. In addition, I certify that I have not had a membership in any club, community association or professional association suspended or revoked. *Please attach additional sheets with a description of any exceptions to this statement, including the final disposition of the charges.*

**Initial Here**

**\_\_\_\_\_\_\_\_\_**

1.  I represent that there is no information appearing online and/or in social media that could reasonably be viewed as having a materially negative impact on my character, general reputation, or personal characteristics*. Please attach additional sheets with a description of any exceptions to this statement.*

**Initial Here**

**\_\_\_\_\_\_\_\_\_**

**APPLICANT 2 INFORMATION:
NOTE: Applicants 1 and 2 must be legally married. (For unmarried partners, request “Significant Other” package.)**

1. Applicant 1:

 First Middle Last Maiden

1. Social Security Number: (CALL CLUB) / Date of Birth:
2. Present permanent address:

City: State: Zip: County:

Telephone Number: Email Address:

1. Work history:

Company or Business name:

Position(s) held:

Street Address:

City: State: Zip: Telephone:

1. Previous Positions Held and Dates:

Educational Background:

 From To:

 From To:

1.  I represent that I have not been investigated, arrested or charged, either by way of indictment or information, nor have I plead no contest to, or been convicted of the commission of any crime of any nature. In addition, I certify that I have not had a membership in any club, community association or professional association suspended or revoked. *Please attach additional sheets with a description of any exceptions to this statement, including the final disposition of the charges.*

**Initial Here**

**\_\_\_\_\_\_\_\_\_**

1.  I represent that there is no information appearing online and/or in social media that could reasonably be viewed as having a materially negative impact on my character, general reputation, or personal characteristics*. Please attach additional sheets with a description of any exceptions to this statement.*

**Initial Here**

**\_\_\_\_\_\_\_\_\_**

**GENERAL INFORMATION:**

1. Relationship between Applicant 1 and Applicant 2:
2. Country Club(s) or Golf Club(s) to which Applicants currently belong or previously belonged:

Organization Name: Contact #

Organization Name: Contact #

Organization Name: Contact #

1. Sponsor (must list one person who is not related to you):

Name: Relationship:

Contact #: Email Address:

1. Unmarried children under age 25 who qualify as Immediate Family under the Bylaws:

Name: Relationship: Date of Birth:

Name: Relationship: Date of Birth:

Name: Relationship: Date of Birth:

Name: Relationship: Date of Birth:

**TERMS AND CONDITIONS**

1. Applicant understand that membership in the Club is subject to the approval of this Application by the Club, which approval may be withheld by the Club in its discretion. Applicant acquires no rights or privileges of membership until Applicant is notified of acceptance by the Club and Applicant has paid all amounts required to be paid to the Club, including, without limitation, the initiation fee for the Membership set forth on the cover of this Agreement:
2. Applicant acknowledges receipt of the Bylaws of Pinehurst Country Club and the Club’s Rules, and agrees to be bound by all of their terms and conditions, as they each may be amended from time to time in accordance with the provisions contained therein (collectively, the “**Bylaws**”). Applicant agrees that all rights and privileges of membership in the Club are expressly limited by, and subject to, the Bylaws and agrees to fully substitute the membership privileges acquired pursuant to this Application for any and all present and prior rights or privileges Applicant may have in connection with membership in the Club. The Bylaws together with this Application & Agreement constitute the entire agreement of the Applicant and the Club, and any prior agreements, promises or representations of any kind, whether oral or written, which are not expressly set forth in this Application or the Bylaws are of no force or effect.
3. If Applicant is not approved for membership in the Club, then any amount paid by Applicant will be refunded to Applicant without interest within fifteen (15) days of the Club’s notice to Applicant of such determination.
4. Applicant authorizes the Club to make such investigation and examination of the information given by Applicant(s) as deemed necessary or appropriate, in its sole discretion. Such investigation may include conducting a review of the financial background, criminal history, employment, educational history, moral character, and general reputation of the Applicant(s) and Applicant’s spouse or significant other who is not otherwise an Applicant, if any.
5. Applicant agrees that the Club, its Board of Directors, Membership Committee and/or Designated Representative, and any and all other sources or entities utilized to verify or obtain any information as may be required to conduct such investigation shall be held harmless from any action or claim by Applicant in connection with said information or its use. Applicant understands that this Application is confidential and may be used only for purposes of determining Applicant’s suitability for membership in the Club.
6. Applicant understands that providing information in this Application that is materially false or misleading or failing to disclose pertinent information relevant to this Application is grounds for automatic disqualification and disapproval of this Application or, if this Application is approved, suspension or termination of the use of the Club’s Facilities.
7. The Board of Directors and/or the Membership Committee of the Club may require a personal interview with the Applicant and Applicant’s spouse or significant other who is not otherwise an Applicant, if any.
8. In making the foregoing application, Applicant is aware that the decision of the Board of Directors of the Club regarding approval or disapproval for membership in the Club shall be final and that no reason will be given for the action taken.
9. Applicant hereby expressly waives any claims, causes, or rights of action that Applicant has, may or could have against Club, its officers, managers, agents and members arising from failure to be approved for membership in the Club. A signed copy of this Application & Agreement may be pled as, and constitutes a complete defense to any action brought by or on behalf of Applicant in violation of this provision and the Club may recover from and Applicant agrees to pay to Club all costs and expenses, including attorney’s fees, which Club may incur as a result of Applicant’s violation of this provision.
10. Applicant understands, acknowledges, and agrees that use of the Club entails risks and that such access and use of the Club is completely voluntary. Applicant assumes all risks associated therewith including, but not limited to, personal injury, drowning, death, illness, mental stress and anxiety, equipment failure, and damage to property. In consideration of the permission granted to access and use the Club, Applicant agrees to and does hereby fully release, waive, discharge, indemnify, covenant not to sue, and agrees to defend and to hold harmless for any and all purposes the Club and its directors, officers, employees, agents and the members of any Club committee (“**Releasees**”), from and against any and all liabilities, claims, actions, damages (including, without limitation, reasonable attorneys’ fees and court costs), costs and/or expenses arising out of or in any way connected with my use of the Club, or the use of the Club by my family members and guests (the “**Release**”). My signature indicates that I agree to this Release voluntarily and is evidence of my acceptance of all the provisions contained herein and my agreement to be bound by them. I further acknowledge and understand this document is a release of, without limitation, any liabilities, losses, claims, damages, demands, rights of action or causes of action resulting from or arising out of my access to and use of the Club along with the acts, omissions and negligence of the Releasees. This Release is intended to and shall be construed so as to provide the broadest possible protection for the Releasees under Colorado law. In the event any provision of this Release is held to be unenforceable, such holding shall not affect the validity or enforceability of the remainder of this Release, which shall remain binding upon the undersigned. *This is a waiver of important legal rights, and we further acknowledge that we have either consulted an attorney of our own choosing, or have elected not to seek legal advice before signing.*
11. If approved, Applicant agrees to pay all dues, assessments, minimums and other charges payable to the Club in connection with the membership as determined by the Club from time to time, plus any applicable taxes thereon, and failure to pay all such amounts may result in suspension or termination of the use of the Club’s facilities and/or forfeiture of all amounts previously paid to the Club. In addition, late fees and interest shall accrue on unpaid amounts in accordance with the customary billing and collection policies of the Club.
12. APPLICANT CERTIFIES THAT THIS APPLICATION IS MADE SOLELY TO ENJOY THE PRIVILEGES AND BENEFITS OF MEMBERSHIP IN THE CLUB WHICH INVOLVE USE OF THE GOLF COURSE AND GOLF FACILITIES AND SOCIAL INTERACTION WITH OTHER MEMBERS OF THE CLUB. ACQUISITION OF MEMBERSHIP IS NOT MADE AS AN INVESTMENT OR WITH THE EXPECTATION OF OBTAINING A PROFIT FROM THE MEMBERSHIP SHOULD A MEMBERSHIP BE ISSUED TO APPLICANT.
13. I understand that periodically photographs are taken for use in Club Member and Non-Member publications and marketing materials. I understand it is my responsibility to notify the photographer if I have an objection to photograph(s) being taken or used of me or my family. I understand that unless I communicate to the photographer an objection to the use of photographs taken at events, Pinehurst County Club may use photographs in any manner the seen fit.
14. This Application is not binding on the Club until it is fully executed by both Applicant and the Club below.
15. An Addendum to this Application & Agreement  is /  is not attached and made a part hereof.

Applicant 1 Signature Date: Applicant 2 Signature Date:

**APPROVED BY:**

**PINEHURST COUNTRY CLUB**

By:

Its:

Date:

**The effective date of this Agreement is \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.**