Stone Mountain Golf Club

Nominee and Purchase Agreement

2027 Annual Pass Golf Membership Program

Plan Type:

Silver ☐ **Gold** ☐

PERSONAL INFORMATION (complete all information):

_____

FULL NAME OF NOMINEE (Please include spouses and children 25 and under if Family Membership)

_____

PREFERRED MAILING ADDRESS: Please Check □ Home □ Work

(_____)_____ (_____)_____ (_____)_____

HOME PHONE □ Preferred? WORK PHONE □ Preferred? CELL PHONE □ Preferred?

_____

E-MAIL (*main correspondence method*) OPT-OUT OF EMAIL ☐

Payment Amounts:

$_____ (ANNUAL PAYMENT)

$_____ (MONTHLY PAYMENT)

The terms for the **Annual Pass Golf Membership Program** at Stone Mountain Golf Club exist **from _____/_____/_____ to 12/31/2027**. Nominee acknowledges the required annual membership fees indicated above. Stone Mountain Golf Club holds the right to close the Practice Facility or either golf course for an event or maintenance at any time.

Annual golf pass fees are non-refundable. I hereby acknowledge that Annual Golf privileges are at the sole discretion of the Management on such terms and conditions and at such non-refundable annual fees and dues. Management is not responsible for lost or stolen items while on property.

Nominee acknowledges they have the right to inspect the Annual Membership Plan and has inspected all documents and obtained all information that they believe necessary to make their decision to execute this Nomination & Purchase Agreement.

Nominee acknowledges they have the right to consult with an attorney in connection with the execution of this Annual Membership Purchase Agreement, and that they have consulted with an attorney if they believe such advice to be necessary.

STONE MOUNTAIN GOLF CLUB Annual Membership Purchase Agreement

Nominee understands this Annual Membership Purchase Agreement may not be rescinded by them more than three (3) business days after its delivery to the Management, and they will thereafter not be entitled to the return of the Fees paid for the Annual Membership Program. Upon Nominee's nomination being acted upon favorably, they understand their Annual Membership will become effective.

Nominee hereby authorizes the Management to solicit and receive such information resulting from the investigation of their qualifications for the Annual Membership as it deems appropriate, including without limitation Nominee's credit worthiness. Nominee further authorizes any person or entity to disclose all information requested by the Management concerning Nominee's qualifications. Nominee relinquishes all right to seek disclosure of such information received by Stone Mountain Golf Club and agrees all such information shall be deemed confidential and privileged. That is, Nominee expressly waives not only the right to receive the information obtained, but expressly waives the right of discovery of such information concerning Nominee as may be obtained by the Management whether under the applicable rules of civil procedure or otherwise except as otherwise required to be disclosed by law the waiver is against public policy. Further in consideration of the person(s) furnishing information about Nominee to Stone Mountain Golf Club to assist in Nominee being considered, Nominee waives and relinquishes all defamation or other claims it may have against the persons relating the information to and among the Management personnel involved in the membership admission process.

Nominee agrees to pay all dues and fees or otherwise. Nominee further guarantees to pay to Stone Mountain Golf Club for any charges, indebtedness or damage to Stone Mountain's property which may be incurred as the result of the conduct or use of Stone Mountain's Facilities by them and/or their guests.

Nominee hereby represents and warrants the information provided herein is true and complete.

Nominee will be opted-in to Stone Mountain Golf Club's Annual Pass internal member email distribution list, unless otherwise specified.

This Nomination & Purchase Agreement shall not be binding upon Stone Mountain Golf Club until the acceptance below is signed.

MEMBERSHIP AGREEMENT, RULES AND REGULATIONS USE OF MEMBERSHIP

TEE TIMES

Annual Pass Golf Members may book tee times 14 days in advance. The purchaser of a Membership is not entitled to or granted any rights with regard to access to the golf course other than the advance reservations outlined in their benefits and on a tee time availability basis. Management reserves the right to schedule, conduct and/or authorize golf tournaments and group outings that include guests who are not Members. During such events, it is possible Full Members may not be able to use Club facilities. Members are required to reserve tee times through the Golf Shop or online. All Members will be held financially responsible for any shortfall in players if notice is not given at least 24 hours in advance of the tee time in order to allow the Club the opportunity to accommodate other guests.

CART POLICY

Cart fees are included for Full Golf memberships. Full Golf Members may choose to walk or ride. Please note: Members must check in with the golf shop prior to walking or taking a cart at all times. For the safety of all golfers and to protect our golf courses, the following cart rules will be put into place.

- 2 Carts are to be allotted per tee time (up to 4 golfers per tee time)
- Golf members must pair up on golf carts as requested by SMGC staff
- Carts are to be kept at **LEAST 30 feet** from all tees and greens. Please stay on paths near greens and tee boxes when possible.
- Carts are **NOT** to be driven between greens and bunkers as well as marked off areas regardless of a golfer's medical condition or privileges.
- Fleet carts **MUST** stay on golf property and are not permitted on any public roadways
- If golf course conditions warrant "CART PATH ONLY", this rule will apply to **ALL** golfers. Medical flag privileges **DO NOT** allow the golfer to get off the path.
- Golf carts are restricted to **TWO** occupants and their equipment. (All golfers must have their own set of clubs. Sharing clubs in not permitted)

CLUB MANAGEMENT

As the operator of the Club, Management retains the right to decide all issues regarding operation and management of the Club including, but not limited to, the booking of tee times and reservation of the golf course and clubhouse by tournaments and groups. Management also reserves discretion to implement, revise, restrict or otherwise control all aspects of the sale of Memberships and the benefits that Management grants Members. Management may change, alter or discontinue the sale of Memberships at its discretion, except that it will not change materially the benefits of a Membership during an annual contract period. The Member obtains non-equity, non-participatory right to use the Club and obtains no rights, benefits or responsibilities with regard to the ownership or operation of the Club, other than those expressly stated herein. The Member is the person obligated for payment of all fees and the sole recipient of said Membership benefits. Memberships are not transferable.

RULES RELATED TO MEMBER CONDUCT

Each Member agrees to abide by all rules and regulations established by Management related to conduct. These rules may include, without limitations, rules regarding conduct injurious to the operation of the Club, the reputation of the Club and/or Club Members, non-payment of fees and/or charges in accordance with the Club's terms, dress code, and golf etiquette. All Members and their guests are expected to adhere to proper conduct, including, but not limited to: repairing ball marks and divots on the course; refraining from using abusive language; no harassment of staff members or other Club guests; no violent behavior, such as club-throwing and interpersonal confrontations; compliance with stated cart rules; as well as acting in respectfully and with reasonable care for golf course property and equipment. Violations of any of the above rules or Club policies may result in the Club's right to cancel or revoke a Member's benefits for a specified time or permanently at Management's discretion without negotiation or compensation.

MEMBERSHIP PRIVILEGE DEFINITIONS

Full Golf Privileges Includes unlimited golf course and driving range access at Stone Mountain Golf Club as outlined in the membership agreement.

MEMBER SABBATICAL/LEAVE OF ABSENCE

Members in good standing may submit a written request for sabbatical/leave of absence for serious personal or medical reasons. All requests will be submitted to the Membership Director for review and approval. Upon LOA approval, the membership fees will be pro-rated at 50% during the duration of the time period (not to exceed the duration of the membership terms). Ex: $300/month will drop to $150/month. No refunds will be issued, rather this amount will be credited to the following years' membership fees.

Sabbatical LOA will not exceed beyond the duration of the terms of the annual membership

program 12/31/2027.

MEMBERSHIP BENEFITS

- Unlimited Green Fees
- Cart Fees included
- Unlimited Range Balls (Range hours of operation varies by season)
- Atlanta Evergreen Lakeside Resort pool access (seasonal May-September)
- Discounted SMP Attraction passes (50% off daily attraction passes)
- Automated SMP gate entry (1 RFID per membership)
- 20% golf shop merchandise discount will apply to all purchases on in-stock items
- 20% Commons food and beverage discount will apply to all purchases. Alcohol not included
- One (1) Soft Drink Included per member, per round
- 4 complimentary guest passes will be allotted per golf membership
- Discounted guest rates will apply to golf members for up to 3 guests (1 tee time). Additional guests will be charged according to posted Georgia resident rates
- GHIN handicap membership

TEE TIME CANCELLATION GUARANTEE

By accepting this Membership Agreement, the undersigned guarantees payment of a Cancellation Fee of $50 per person for each tee time I reserve, but do not show up to play or notify of player reduction at least 24 hours prior to my scheduled tee time.

ACKNOWLEDGEMENT

The member has reviewed and understands the components and benefits of Membership as described above.

Name (Print)_____

Name (Signature)_____ Date_____

Received by:

SMGC Management_____ Date _____