### **Black Membership**

Initiation Fee:

\$500.00

Annual / Quarterly Dues: Family \$3,850 / \$962.50 Single \$2,550 / \$637.50

### Benefits:

- 30-day advance tee time reservations
- 15% off golf shop merchandise
- 15% off restaurant food
- Reduced guest green fees 10% per guest.
- Includes annual handicap
- Member golf clinics
- Access to Black level special events only.
- Complimentary Bag Storage and a locker in Locker Room
- Range Plan is included
- Member only events
- Min spending of \$50.00 a month to F/B and \$50.00 to Pro Shop.

### Black memberships are non-transferable and non-refundable

- Walkabout Golf Club is a recreational golf club open to all men, women and juniors that is organized to provide
  golfing enjoyment to everyone. Summer Golf Pass Holders for Walkabout Golf Club constitutes acceptance of the
  club's Charter and all the responsibilities, liabilities and benefits established therein.
- Approval for Membership: I understand that this application will not be acted upon unless fully completed and signed by me. Acceptance is contingent upon approval by the Club. Approval by the Club shall be in the Club's sole and absolute discretion.
- Membership Policy: The club facilities are owned and operated by Walkabout, a Florida LLC, doing business as Walkabout Golf Club (the "Club"). I hereby acknowledge that my purchasing of a Membership Plan is not an investment in the Club, nor does it confer upon me a vested or prescriptive right or easement to the Club's facilities. Holders will not have any interest in the income of the Club and will not receive any of the Club's assets if the Club is sold or dissolved. The Club reserves the right, in its sole and absolute discretion, to modify the Membership Plan Policy and the Rules and Regulations, to reserve sales of Membership Plan, to discontinue

operation of any or all of the Club's facilities, to sell or otherwise dispose of the Club's facilities in any manner whatsoever, to convert the Club to a privately owned facility, to make any other changes in the terms and conditions of Membership Plan, and to restrict or otherwise reserve the Club facilities for maintenance, golf tournaments and promotional, charitable and other special events from time to time. Procurement of a Membership Plan is a revocable license, subject to suspension and revocation with or without cause. In the event of any suit between the Club and any Membership Plan Holder for any claim or matter, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in such suit, including attorney's fees (including fees required in connection with appellate proceedings.

- Hold harmless: I hereby acknowledge the use of the Club facilities and any privilege or service incident to
  holding a Membership is voluntary and that any use or acceptance of any service or privilege incident to the
  Membership Plan Holder is undertaken with knowledge of the possible risk of injury. Each Membership holder
  shall be liable for any property damage and/or personal injury at the Club facilities, or at any activity or function
  operated, organized, arranged or sponsored by the Club, caused by the Membership Plan holder, or the guest of
  such. The costs of any such damage shall be paid by the Membership Plan holder.
- Governing Law: This Application for Membership's shall be governed by and construed in accordance with the laws of the State of Florida.
- Seasonal Summer Golf Pass Fees: Seasonal Summer Golf Pass fees are not refundable nor are they subject to proration, except at the discretion of the Club.
- Receipt of Rules and Regulations: I hereby acknowledge that I have received the Rules and Regulations of
  the Club. I understand that my Membership (and that of additional persons associated with my Membership, if
  applicable) is governed by the Rules and Regulations accompanying this Application, and I agree to be bound by
  the terms and conditions thereof, as the same may be amended from time to time. I understand that my Summer
  Golf Pass may be terminated or suspended, without refund, for failure to abide by Membership Plan conditions. I
  understand that I must present my Driver's License when signing in at the Pro Shop for play.
- Member Guidelines: All Members MUST make tee times in advanced. Advanced notice is no later than 24-hour notice. Walk-ins are only allowed after 12:00pm, unless there is a tournament or if the tee sheet is already filled. Members are not allowed to take carts without checking in and receiving their respective receipts. Members are allowed to book tee times in advanced depending on which membership plan they purchase. Members are responsible for their guest while they are on the property.
- **Member ID Cards:** Members are solely responsible for their respective Member ID Card, if said members loses their respective ID Card Walkabout will access a fee of \$25.00 for each replacement of ID Card. On the Members ID cards there is an option to put money on the card and use the card as a "gift card" option. Based on the one time Initiation fee there will be money put on the card once the membership begins. This amount varies from plan to plan.
- **Family:** A family includes (2) parents and (1) child. With the option to add additional children at a cost of \$500.00. Child is defined under the age of 16. All prices are without tax and subject to a tax rate of 6%
- <u>Initiation Fee:</u> Initiation fee is a onetime fee that is non-refundable. The initiation fee is \$500.00 in which \$100.00 goes back onto the members ID card in which the member can use the card at the FB.

APPLICATION FOR MEMBERSHIP PRIVILEGES/BENEFITS. The undersigned wishes to be a Member at Walkabout Golf Club. (The "Club") and desires to obtain the membership benefits described herein. To obtain the membership benefits described herein, the undersigned hereby agrees to pay to the Club a non-refundable membership fee equal to \$\_\_\_\_\_\_\_.00 (the "Membership Fee"), plus all applicable taxes, and hereby submits this Membership Benefits Application and Agreement (the "Membership Agreement") to the Club, or its assigned affiliate for consideration. The required Membership Fee, plus all applicable taxes, shall be paid in full upon submitting this Membership Agreement to the Walkabout Golf Club. The undersigned hereby acknowledges and agrees that the Membership Fee paid shall not be refundable under any circumstances, including but not limited to, the resignation of membership, suspension of membership, termination of membership, or under any other circumstances.

<u>MEMBERSHIP PRIVILEGES/BENEFITS AVAILABLE TO THE MEMBER</u>. The undersigned member shall receive the following membership privileges/benefits as a Member at Walkabout Golf Club as long as the undersigned member remains in good standing and continues to pay all applicable fees and other charges owed to the Club in a timely manner...

- (i) All of the rights and privileges for the primary member and its immediate family members associated with a Golf Membership at Walkabout Golf Club.
- (ii) Use of all of the golf, and club related facilities upon payment of the annual or monthly membership dues.
- (iii) Use of the golf facilities without payment of green fees.
- (iv) Use of a golf cart upon payment of member rates as established by the Club from to time or the use of a single private owned cart.
- (v) Opportunity to reserve golf starting times up to 30 days in advance.
- (vi) Allows use of the Member-Only portion of the Club's website (if available).
- (vii) Allows member a 15% discount on all soft goods (non-sale items) in the Golf Shop.
- (viii) Discounted green fee of 10% for members' guest.
- (ix) Opportunity to participate in all club sponsored tournaments and other events upon payment of applicable fees and charges.
- (x) Use of reciprocal privileges at all club facilities managed by \_\_\_\_\_\_ from time to time in accordance with current Club policy and payment of applicable fees and charges. Members shall be provided the lowest posted rate or the equivalent of a guest of member rate, subject to availability.
- (xi) Opportunity to obtain PGA Golf instruction at the Club upon payment of applicable fees.

### **USE OF THE CLUB FACILITIES BY IMMEDIATE**

FAMILY MEMBERS. Memberships shall be issued in the name of the individual applying for membership in this Application for Membership Privileges who will be known as the "primary member". The Membership allows the primary member identified in the Application for Membership Privileges and his/her immediate family members to use the facilities upon payment of the required Membership Dues.

The term "immediate family member(s)" shall include the spouse of the primary member and the unmarried children of each who are under the age of (18) and either living in the same household as the primary member or attending school on a full-time basis. The Club reserves the right to restrict

access to the golf facilities during peak periods of use by those immediate family members who are under the age of twenty-three.

TRANSFER OF MEMBERSHIPS ONLY TO THE CLUB. Members may not sell, transfer or otherwise assign their membership privileges associated except to the Club and therefore, Members may not transfer or otherwise assign their Membership at Walkabout Golf Club directly to any third party. Members may not advertise or otherwise openly solicit the availability of their membership to the general public and no Member may advertise their membership for sale or permit any such advertisement. If any Membership is publicly advertised for sale in any manner, the Club may terminate such membership immediately. Any attempt to sell, transfer or reassign a Membership at Walkabout Golf Club either voluntarily, involuntarily or by operation of law, shall be null and void and no person or entity may obtain a Membership except as provided herein.

### **Gold Membership**

Initiation Fee: \$500.00

Annual / Quartile Dues: Family \$3,350 / \$837.50 Single \$2,400 / \$600.00

### Benefits:

- 14- day advance tee time reservations
- Access to the member only portion of the range
- 10% off golf shop merchandise
- 10% off restaurant food
- Social Member events
- Annual handicap fee
- Range Plan NOT included
- Charging Privileges
- Member only events
- Min spending of \$50.00 a month to F/B and \$50.00 to Pro Shop.

### Gold memberships are non-transferable and non-refundable

- Walkabout Golf Club is a recreational golf club open to all men, women and juniors that is organized to provide
  golfing enjoyment to everyone. Summer Golf Pass Holders for Walkabout Golf Club constitutes acceptance of the
  club's Charter and all the responsibilities, liabilities and benefits established therein.
- Approval for Membership: I understand that this application will not be acted upon unless fully completed and signed by me. Acceptance is contingent upon approval by the Club. Approval by the Club shall be in the Club's sole and absolute discretion.
- Membership Policy: The club facilities are owned and operated by Walkabout, a Florida LLC, doing business as Walkabout Golf Club (the "Club"). I hereby acknowledge that my purchasing of a Membership Plan is not an investment in the Club, nor does it confer upon me a vested or prescriptive right or easement to the Club's facilities. Holders will not have any interest in the income of the Club and will not receive any of the Club's assets if the Club is sold or dissolved. The Club reserves the right, in its sole and absolute discretion, to modify the

Membership Plan Policy and the Rules and Regulations, to reserve sales of Membership Plan, to discontinue operation of any or all of the Club's facilities, to sell or otherwise dispose of the Club's facilities in any manner whatsoever, to convert the Club to a privately owned facility, to make any other changes in the terms and conditions of Membership Plan, and to restrict or otherwise reserve the Club facilities for maintenance, golf tournaments and promotional, charitable and other special events from time to time. Procurement of a Membership Plan is a revocable license, subject to suspension and revocation with or without cause. In the event of any suit between the Club and any Membership Plan Holder for any claim or matter, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in such suit, including attorney's fees (including fees required in connection with appellate proceedings.

- Hold harmless: I hereby acknowledge the use of the Club facilities and any privilege or service incident to holding a Membership is voluntary and that any use or acceptance of any service or privilege incident to the Membership Plan Holder is undertaken with knowledge of the possible risk of injury. Each Membership holder shall be liable for any property damage and/or personal injury at the Club facilities, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the Membership Plan holder, or the guest of such. The costs of any such damage shall be paid by the Membership Plan holder.
- Governing Law: This Application for Membership's shall be governed by and construed in accordance with the laws of the State of Florida.
- Seasonal Summer Golf Pass Fees: Seasonal Summer Golf Pass fees are not refundable nor are they subject to proration, except at the discretion of the Club.
- Receipt of Rules and Regulations: I hereby acknowledge that I have received the Rules and Regulations of the Club. I understand that my Membership (and that of additional persons associated with my Membership, if applicable) is governed by the Rules and Regulations accompanying this Application, and I agree to be bound by the terms and conditions thereof, as the same may be amended from time to time. I understand that my Summer Golf Pass may be terminated or suspended, without refund, for failure to abide by Membership Plan conditions. I understand that I must present my Driver's License when signing in at the Pro Shop for play.
- Member Guidelines: All Members MUST make tee times in advanced. Advanced notice is no later than 24-hour notice. Walk-ins are only allowed after 12:00pm, unless there is a tournament or if the tee sheet is already filled. Members are not allowed to take carts without checking in and receiving their respective receipts. Members are allowed to book tee times in advanced depending on which membership plan they purchase. Members are responsible for their guest while they are on the property.
- Member ID Cards: Members are solely responsible for their respective Member ID Card, if said members loses their respective ID Card Walkabout will access a fee of \$25.00 for each replacement of ID Card. On the Members ID cards there is an option to put money on the card and use the card as a "gift card" option. Based on the one time Initiation fee there will be money put on the card once the membership begins. This amount varies from plan to plan.
- **Family:** A family includes (2) parents and (1) child. With the option to add additional children at a cost of \$500.00. Child is defined under the age of 16. All prices are without tax and subject to a tax rate of 6%
- <u>Initiation Fee:</u> Initiation fee is a onetime fee that is non-refundable. The initiation fee is \$500.00 in which \$100.00 goes back onto the members ID card in which the member can use the card at the FB.

APPLICATION FOR MEMBERSHIP PRIVILEGES/BENEFITS. The undersigned wishes to be a Member at Walkabout Golf Club. (The "Club") and desires to obtain the membership benefits described herein. To obtain the membership benefits described herein, the undersigned hereby agrees to pay to the Club a non-refundable membership fee equal to \$\_\_\_\_\_\_\_.00 (the "Membership Fee"), plus all applicable taxes, and hereby submits this Membership Benefits Application and Agreement (the "Membership Agreement") to the Club, or its assigned affiliate for consideration. The required Membership Fee, plus all applicable taxes, shall be paid in full upon submitting this Membership Agreement to the Walkabout Golf Club. The undersigned hereby acknowledges and agrees that the Membership Fee paid shall not be refundable under any circumstances, including but not limited to, the resignation of membership, suspension of membership, termination of membership, or under any other circumstances.

MEMBERSHIP PRIVILEGES/BENEFITS AVAILABLE TO THE MEMBER. The undersigned member shall receive the following membership privileges/benefits as a Member at Walkabout Golf Club as long as the undersigned member remains in good standing and continues to pay all applicable fees and other charges owed to the Club in a timely manner...

- (xii) All of the rights and privileges for the primary member and its immediate family members associated with a Golf Membership at Walkabout Golf Club.
- (xiii) Use of all of the golf, and club related facilities upon payment of the annual or monthly membership dues.
- (xiv) Use of the golf facilities without payment of green fees.
- (xv) Use of a golf cart upon payment of member rates as established by the Club from to time or the use of a single private owned cart.
- (xvi) Opportunity to reserve golf starting times up to 14 days in advance.
- (xvii) Allows use of the Member-Only portion of the Club's website (if available).
- (xviii) Allows member a 10% discount on all soft goods (non-sale items) in the Golf Shop.
- (xix) Discounted green fee of 10% for members' guest.
- (xx) Opportunity to participate in all club sponsored tournaments and other events upon payment of applicable fees and charges.
- (xxi) Use of reciprocal privileges at all club facilities managed by \_\_\_\_\_\_ from time to time in accordance with current Club policy and payment of applicable fees and charges. Members shall be provided the lowest posted rate or the equivalent of a guest of member rate, subject to availability.
- (xxii) Opportunity to obtain PGA Golf instruction at the Club upon payment of applicable fees.

USE OF THE CLUB FACILITIES BY IMMEDIATE
FAMILY MEMBERS. Memberships shall be issued in the name of the individual applying for membership in this Application for Membership Privileges who will be known as the "primary member". The Membership allows the primary member identified in the Application for Membership Privileges and his/her immediate family members to use the facilities upon payment of the required Membership Dues.

The term "immediate family member(s)" shall include the spouse of the primary member and the unmarried children of each who are under the age of (18) and either living in the same household as the primary member or attending school on a full-time basis. The Club reserves the right to restrict

access to the golf facilities during peak periods of use by those immediate family members who are under the age of twenty-three.

TRANSFER OF MEMBERSHIPS ONLY TO THE CLUB. Members may not sell, transfer or otherwise assign their membership privileges associated except to the Club and therefore, Members may not transfer or otherwise assign their Membership at Walkabout Golf Club directly to any third party. Members may not advertise or otherwise openly solicit the availability of their membership to the general public and no Member may advertise their membership for sale or permit any such advertisement. If any Membership is publicly advertised for sale in any manner, the Club may terminate such membership immediately. Any attempt to sell, transfer or reassign a Membership at Walkabout Golf Club either voluntarily, involuntarily or by operation of law, shall be null and void and no person or entity may obtain a Membership except as provided herein.

### **Corporate Golf Membership**

### Member Fee:

• 4 designees \$2,000

### **Annual Dues:**

• 4 designees \$4,000

### Benefits:

- Each designee receives 60 rounds of golf per year
- Each designee can assign his or her round to one of the other designees
- Unused rounds are not carried forward
- Annual dues and the Initiation Fees MUST be paid by a corporate check
- Each designee has charging privileges through POS Pay paid individually by each designee
- 7 day advance tee times
- Member Fee is non-refundable
- Can be transferred to another employee within the company for a \$400 fee
- Golf Corporate Membership guaranteed for 4 years with initiation fee
- Walkabout Golf Club is a recreational golf club open to all men, women and juniors that is organized to provide
  golfing enjoyment to everyone. Summer Golf Pass Holders for Walkabout Golf Club constitutes acceptance of the
  club's Charter and all the responsibilities, liabilities and benefits established therein.
- Approval for Membership: I understand that this application will not be acted upon unless fully completed and signed by me. Acceptance is contingent upon approval by the Club. Approval by the Club shall be in the Club's sole and absolute discretion.
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- Hold harmless: I hereby acknowledge the use of the Club facilities and any privilege or service incident to
  holding a Membership is voluntary and that any use or acceptance of any service or privilege incident to the
  Membership Plan Holder is undertaken with knowledge of the possible risk of injury. Each Membership holder

- shall be liable for any property damage and/or personal injury at the Club facilities, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the Membership Plan holder, or the guest of such. The costs of any such damage shall be paid by the Membership Plan holder.
- **Governing Law:** This Application for Membership's shall be governed by and construed in accordance with the laws of the State of Florida.
- Seasonal Summer Golf Pass Fees: Seasonal Summer Golf Pass fees are not refundable nor are they subject to proration, except at the discretion of the Club.
- Receipt of Rules and Regulations: I hereby acknowledge that I have received the Rules and Regulations of the Club. I understand that my Membership (and that of additional persons associated with my Membership, if applicable) is governed by the Rules and Regulations accompanying this Application, and I agree to be bound by the terms and conditions thereof, as the same may be amended from time to time. I understand that my Summer Golf Pass may be terminated or suspended, without refund, for failure to abide by Membership Plan conditions. I understand that I must present my Driver's License when signing in at the Pro Shop for play.
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- **Member ID Cards:** Members are solely responsible for their respective Member ID Card, if said members loses their respective ID Card Walkabout will access a fee of \$25.00 for each replacement of ID Card. On the Members ID cards there is an option to put money on the card and use the card as a "gift card" option. Based on the one time Initiation fee there will be money put on the card once the membership begins. This amount varies from plan to plan.
- Family: A family includes (2) parents and (1) child. With the option to add additional children at a cost of \$500.00. Child is defined under the age of 16. All prices are without tax and subject to a tax rate of 6%
- <u>Initiation Fee:</u> Initiation fee is a onetime fee that is non-refundable. The initiation fee is \$500.00 in which \$100.00 goes back onto the members ID card in which the member can use the card at the FB.

APPLICATION FOR MEMBERSHIP PRIVILEGES/BENEFITS. The undersigned wishes to be a Member at Walkabout Golf Club. (The "Club") and desires to obtain the membership benefits described herein. To obtain the membership benefits described herein, the undersigned hereby agrees to pay to the Club a non-refundable membership fee equal to \$\_\_\_\_\_\_.00 (the "Membership Fee"), plus all applicable taxes, and hereby submits this Membership Benefits Application and Agreement (the "Membership Agreement") to the Club, or its assigned affiliate for consideration. The required Membership Fee, plus all applicable taxes, shall be paid in full upon submitting this Membership Agreement to the Walkabout Golf Club. The undersigned hereby acknowledges and agrees that the Membership Fee paid shall not be refundable under any circumstances, including but not limited to, the resignation of membership, suspension of membership, termination of membership, or under any other circumstances.

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- (xxiii) All of the rights and privileges for the primary member and its immediate family members associated with a Golf Membership at Walkabout Golf Club.
- (xxiv) Use of all of the golf, and club related facilities upon payment of the annual or monthly membership dues.

- (xxv) Use of the golf facilities without payment of green fees.
- (xxvi) Use of a golf cart upon payment of member rates as established by the Club from to time or the use of a single private owned cart.
- (xxvii) Opportunity to reserve golf starting times up to 14 days in advance.
- (xxviii) Allows use of the Member-Only portion of the Club's website (if available).
- (xxix) Allows member a 10% discount on all soft goods (non-sale items) in the Golf Shop.
- (xxx) Discounted green fee of 10% for members' guest.
- (xxxi) Opportunity to participate in all club sponsored tournaments and other events upon payment of applicable fees and charges.
- (xxxii) Use of reciprocal privileges at all club facilities managed by \_\_\_\_\_\_ from time to time in accordance with current Club policy and payment of applicable fees and charges. Members shall be provided the lowest posted rate or the equivalent of a guest of member rate, subject to availability.
- (xxxiii) Opportunity to obtain PGA Golf instruction at the Club upon payment of applicable fees.

# USE OF THE CLUB FACILITIES BY IMMEDIATE FAMILY MEMBERS. Memberships shall be issued in the name of the individual applying for membership in this Application for Membership Privileges who will be known as the "primary member". The Membership allows the primary member identified in the Application for Membership Privileges and his/her immediate family members to use the facilities upon payment of the required Membership Dues.

The term "immediate family member(s)" shall include the spouse of the primary member and the unmarried children of each who are under the age of (18) and either living in the same household as the primary member or attending school on a full-time basis. The Club reserves the right to restrict access to the golf facilities during peak periods of use by those immediate family members who are under the age of twenty-three.

TRANSFER OF MEMBERSHIPS ONLY TO THE CLUB. Members may not sell, transfer or otherwise assign their membership privileges associated except to the Club and therefore, Members may not transfer or otherwise assign their Membership at Walkabout Golf Club directly to any third party. Members may not advertise or otherwise openly solicit the availability of their membership to the general public and no

Member may advertise their membership for sale or permit any such advertisement. If any Membership is publicly advertised for sale in any manner, the Club may terminate such membership immediately. Any attempt to sell, transfer or reassign a Membership at Walkabout Golf Club either voluntarily, involuntarily or by operation of law, shall be null and void and no person or entity may obtain a Membership except as provided herein.

### **Snowbird Membership**

### Initiation Fee:

\$500.00

This is broken down as a 3-month plan, with exception to allow 1, 2, 3 month as an addition.

A flexible rate of \$800.00, \$1,500.00, \$2,100.00

### Benefits:

- 15-day advance tee time reservations
- 10% off golf shop merchandise
- 10% off restaurant food
- Access to the member only portion of the range
- Member golf clinics
- Access to the locker room
- Complimentary Range Plan
- Member only events
- Min spending of \$25.00 a month to F/B and \$25.00 to Pro Shop.

### SnowBird memberships are non-transferable and non-refundable

- Walkabout Golf Club is a recreational golf club open to all men, women and juniors that is organized to provide
  golfing enjoyment to everyone. Summer Golf Pass Holders for Walkabout Golf Club constitutes acceptance of the
  club's Charter and all the responsibilities, liabilities and benefits established therein.
- Approval for Membership: I understand that this application will not be acted upon unless fully completed and signed by me. Acceptance is contingent upon approval by the Club. Approval by the Club shall be in the Club's sole and absolute discretion.
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whatsoever, to convert the Club to a privately owned facility, to make any other changes in the terms and conditions of Membership Plan, and to restrict or otherwise reserve the Club facilities for maintenance, golf tournaments and promotional, charitable and other special events from time to time. Procurement of a Membership Plan is a revocable license, subject to suspension and revocation with or without cause. In the event of any suit between the Club and any Membership Plan Holder for any claim or matter, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in such suit, including attorney's fees (including fees required in connection with appellate proceedings.

- Hold harmless: I hereby acknowledge the use of the Club facilities and any privilege or service incident to holding a Membership is voluntary and that any use or acceptance of any service or privilege incident to the Membership Plan Holder is undertaken with knowledge of the possible risk of injury. Each Membership holder shall be liable for any property damage and/or personal injury at the Club facilities, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the Membership Plan holder, or the guest of such. The costs of any such damage shall be paid by the Membership Plan holder.
- **Governing Law:** This Application for Membership's shall be governed by and construed in accordance with the laws of the State of Florida.
- Seasonal Summer Golf Pass Fees: Seasonal Summer Golf Pass fees are not refundable nor are they subject to proration, except at the discretion of the Club.
- Receipt of Rules and Regulations: I hereby acknowledge that I have received the Rules and Regulations of the Club. I understand that my Membership (and that of additional persons associated with my Membership, if applicable) is governed by the Rules and Regulations accompanying this Application, and I agree to be bound by the terms and conditions thereof, as the same may be amended from time to time. I understand that my Summer Golf Pass may be terminated or suspended, without refund, for failure to abide by Membership Plan conditions. I understand that I must present my Driver's License when signing in at the Pro Shop for play.
- Member Guidelines: All Members MUST make tee times in advanced. Advanced notice is no later than 24-hour notice. Walk-ins are only allowed after 12:00pm, unless there is a tournament or if the tee sheet is already filled. Members are not allowed to take carts without checking in and receiving their respective receipts. Members are allowed to book tee times in advanced depending on which membership plan they purchase. Members are responsible for their guest while they are on the property.
- Member ID Cards: Members are solely responsible for their respective Member ID Card, if said members loses their respective ID Card Walkabout will access a fee of \$25.00 for each replacement of ID Card. On the Members ID cards there is an option to put money on the card and use the card as a "gift card" option. Based on the one time Initiation fee there will be money put on the card once the membership begins. This amount varies from plan to plan.
- Family: A family includes (2) parents and (1) child. With the option to add additional children at a cost of \$500.00. Child is defined under the age of 16. All prices are without tax and subject to a tax rate of 6%
- <u>Initiation Fee:</u> Initiation fee is a onetime fee that is non-refundable. The initiation fee is \$500.00 in which \$100.00 goes back onto the members ID card in which the member can use the card at the FB.

APPLICATION FOR MEMBERSHIP PRIVILEGES/BENEFITS. The undersigned wishes to be a Member at Walkabout Golf Club. (The "Club") and desires to obtain the membership benefits described herein. To obtain the membership benefits described herein, the undersigned hereby agrees to pay to the Club a non-refundable membership fee equal to \$\_\_\_\_\_\_\_.00 (the "Membership Fee"), plus all applicable taxes, and hereby submits this Membership Benefits Application and Agreement (the "Membership Agreement") to the Club, or its assigned affiliate for consideration. The required Membership Fee, plus all applicable taxes, shall be paid in full upon submitting this Membership Agreement to the Walkabout Golf Club. The undersigned hereby acknowledges and agrees that the Membership Fee paid shall not be refundable under any circumstances, including but not limited to, the resignation of membership, suspension of membership, termination of membership, or under any other circumstances.

MEMBERSHIP PRIVILEGES/BENEFITS AVAILABLE TO THE MEMBER. The undersigned member shall receive the following membership privileges/benefits as a Member at Walkabout Golf Club as long as the undersigned member remains in good standing and continues to pay all applicable fees and other charges owed to the Club in a timely manner...

- (xxxiv) All of the rights and privileges for the primary member and its immediate family members associated with a Golf Membership at Walkabout Golf Club.
- (xxxv) Use of all of the golf, and club related facilities upon payment of the annual or monthly membership dues.
- (xxxvi) Use of the golf facilities without payment of green fees.
- (xxxvii) Use of a golf cart upon payment of member rates as established by the Club from to time or the use of a single private owned cart.
- (xxxviii) Opportunity to reserve golf starting times up to 14 days in advance.
- (xxxix) Allows use of the Member-Only portion of the Club's website (if available).
- (xl) Allows member a 10% discount on all soft goods (non-sale items) in the Golf Shop.
- (xli) Discounted green fee of 10% for members' guest.
- (xlii) Opportunity to participate in all club sponsored tournaments and other events upon payment of applicable fees and charges.
- (xliii) Use of reciprocal privileges at all club facilities managed by \_\_\_\_\_\_ from time to time in accordance with current Club policy and payment of applicable fees and charges. Members shall be provided the lowest posted rate or the equivalent of a guest of member rate, subject to availability.
- (xliv) Opportunity to obtain PGA Golf instruction at the Club upon payment of applicable fees.

## USE OF THE CLUB FACILITIES BY IMMEDIATE

FAMILY MEMBERS. Memberships shall be issued in the name of the individual applying for membership in this Application for Membership Privileges who will be known as the "primary member". The Membership allows the primary member identified in the Application for Membership Privileges and his/her immediate family members to use the facilities upon payment of the required Membership Dues.

The term "immediate family member(s)" shall include the spouse of the primary member and the unmarried children of each who are under the age of (18) and either living in the same household as the primary member or attending school on a full-time basis. The Club reserves the right to restrict

access to the golf facilities during peak periods of use by those immediate family members who are under the age of twenty-three.

TRANSFER OF MEMBERSHIPS ONLY TO THE CLUB. Members may not sell, transfer or otherwise assign their membership privileges associated except to the Club and therefore, Members may not transfer or otherwise assign their Membership at Walkabout Golf Club directly to any third party. Members may not advertise or otherwise openly solicit the availability of their membership to the general public and no Member may advertise their membership for sale or permit any such advertisement. If any Membership is publicly advertised for sale in any manner, the Club may terminate such membership immediately. Any attempt to sell, transfer or reassign a Membership at Walkabout Golf Club either voluntarily, involuntarily or by operation of law, shall be null and void and no person or entity may obtain a Membership except as provided herein.

### **Social Membership**

Initiation Fee: \$100

Annual Dues: Family: \$475 Single: \$350

Benefits:

15% off restaurant food and drinks

\* Social Events

### **Range Plan**

Family \$500.00 Single \$300.00

- Range includes limited use of range and the practice facility.
- This range plan is only to be used by the one person.
- Family range plan is considered (2) parents (1) children.
- Walkabout Golf Club is a recreational golf club open to all men, women and juniors that is organized to
  provide golfing enjoyment to everyone. Summer Golf Pass Holders for Walkabout Golf Club constitutes
  acceptance of the club's Charter and all the responsibilities, liabilities and benefits established therein.
- Approval for Membership: I understand that this application will not be acted upon unless fully completed and signed by me. Acceptance is contingent upon approval by the Club. Approval by the Club shall be in the Club's sole and absolute discretion.
- Membership Policy: The club facilities are owned and operated by Walkabout, a Florida LLC, doing business as Walkabout Golf Club (the "Club"). I hereby acknowledge that my purchasing of a Membership Plan is not an investment in the Club, nor does it confer upon me a vested or prescriptive right or easement to the Club's facilities. Holders will not have any interest in the income of the Club and will not receive any of the Club's assets if the Club is sold or dissolved. The Club reserves the right, in its sole and absolute discretion, to modify the Membership Plan Policy and the Rules and Regulations, to reserve sales of Membership Plan , to discontinue operation of any or all of the Club's facilities, to sell or otherwise dispose of the Club's facilities in any manner whatsoever, to convert the Club to a privately owned facility, to make any other changes in the terms and conditions of Membership Plan, and to restrict or otherwise reserve the Club facilities for maintenance, golf tournaments and promotional, charitable and other special events from time to time. Procurement of a Membership Plan is a revocable license, subject to suspension and revocation with or without cause. In the event of any suit between the Club and any Membership Plan Holder for any claim or matter, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in such suit, including attorney's fees (including fees required in connection with appellate proceedings.
- Hold harmless: I hereby acknowledge the use of the Club facilities and any privilege or service incident to holding a Membership is voluntary and that any use or acceptance of any service or privilege incident to the Membership Plan Holder is undertaken with knowledge of the possible risk of injury. Each Membership holder shall be liable for any property damage and/or personal injury at the Club facilities, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the Membership Plan holder, or the guest of such. The costs of any such damage shall be paid by the Membership Plan holder.
- Governing Law: This Application for Membership's shall be governed by and construed in accordance with the laws of the State of Florida.
- Seasonal Summer Golf Pass Fees: Seasonal Summer Golf Pass fees are not refundable nor are they
  subject to proration, except at the discretion of the Club.
- Receipt of Rules and Regulations: I hereby acknowledge that I have received the Rules and Regulations
  of the Club. I understand that my Membership (and that of additional persons associated with my
  Membership, if applicable) is governed by the Rules and Regulations accompanying this Application, and I
  agree to be bound by the terms and conditions thereof, as the same may be amended from time to time. I

understand that my Summer Golf Pass may be terminated or suspended, without refund, for failure to abide by Membership Plan conditions. <u>I understand that I must present my Driver's License when signing in</u> at the Pro Shop for play.

- Member Guidelines: All Members MUST make tee times in advanced. Advanced notice is no later than 24-hour notice. Walk-ins are only allowed after 12:00pm, unless there is a tournament or if the tee sheet is already filled. Members are not allowed to take carts without checking in and receiving their respective receipts. Members are allowed to book tee times in advanced depending on which membership plan they purchase. Members are responsible for their guest while they are on the property.
- Member ID Cards: Members are solely responsible for their respective Member ID Card, if said members loses their respective ID Card Walkabout will access a fee of \$25.00 for each replacement of ID Card. On the Members ID cards there is an option to put money on the card and use the card as a "gift card" option. Based on the one time Initiation fee there will be money put on the card once the membership begins. This amount varies from plan to plan.
- Family: A family includes (2) parents and (1) child. With the option to add additional children at a cost of \$500.00. Child is defined under the age of 16. All prices are without tax and subject to a tax rate of 6%
- <u>Initiation Fee:</u> Initiation fee is a onetime fee that is non-refundable. The initiation fee is \$500.00 in which \$100.00 goes back onto the members ID card in which the member can use the card at the FB.

APPLICATION FOR MEMBERSHIP PRIVILEGES/BENEFITS. The undersigned wishes to be a Member at Walkabout Golf Club. (The "Club") and desires to obtain the membership benefits described herein. To obtain the membership benefits described herein, the undersigned hereby agrees to pay to the Club a non-refundable membership fee equal to \$\_\_\_\_\_\_\_.00 (the "Membership Fee"), plus all applicable taxes, and hereby submits this Membership Benefits Application and Agreement (the "Membership Agreement") to the Club, or its assigned affiliate for consideration. The required Membership Fee, plus all applicable taxes, shall be paid in full upon submitting this Membership Agreement to the Walkabout Golf Club. The undersigned hereby acknowledges and agrees that the Membership Fee paid shall not be refundable under any circumstances, including but not limited to, the resignation of membership, suspension of membership, termination of membership, or under any other circumstances.

MEMBERSHIP PRIVILEGES/BENEFITS AVAILABLE TO THE MEMBER. The undersigned member shall receive the following membership privileges/benefits as a Member at Walkabout Golf Club as long as the undersigned member remains in good standing and continues to pay all applicable fees and other charges owed to the Club in a timely manner...

- (i) All of the rights and privileges for the primary member and its immediate family members associated with a Golf Membership at Walkabout Golf Club.
- (ii) Use of all of the golf, and club related facilities upon payment of the annual or monthly membership dues.
- (iii) Use of the golf facilities without payment of green fees.
- (iv) Use of a golf cart upon payment of member rates as established by the Club from to time or the use of a single private owned cart.

- (v) Opportunity to reserve golf starting times up to 14 days in advance.
- (vi) Allows use of the Member-Only portion of the Club's website (if available).
- (vii) Opportunity to participate in all club sponsored tournaments and other events upon payment of applicable fees and charges.
- (viii) Use of reciprocal privileges at all club facilities managed by \_\_\_\_\_\_ from time to time in accordance with current Club policy and payment of applicable fees and charges. Members shall be provided the lowest posted rate or the equivalent of a guest of member rate, subject to availability.
- (ix) Opportunity to obtain PGA Golf instruction at the Club upon payment of applicable fees.

## USE OF THE CLUB FACILITIES BY IMMEDIATE FAMILY MEMBERS. Memberships shall be issued in the name of the individual applying for membership in this Application for Membership Privileges who will be known as the "primary member". The Membership allows the primary member identified in the Application for Membership Privileges and his/her immediate family members to use the facilities upon payment of the required

Membership Dues.

The term "immediate family member(s)" shall include the spouse of the primary member and the unmarried children of each who are under the age of (18) and either living in the same household as the primary member or attending school on a full-time basis. The Club reserves the right to restrict access to the golf facilities during peak periods of use by those immediate family members who are under the age of twenty-three.

**TRANSFER OF MEMBERSHIPS ONLY TO THE CLUB.** Members may not sell, transfer or otherwise assign their membership privileges associated except to the Club and therefore, Members may not transfer or otherwise assign their Membership at Walkabout Golf Club directly to any third party.

Members may not advertise or otherwise openly solicit the availability of their membership to the general public and no Member may advertise their membership for sale or permit any such advertisement. If any

Membership is publicly advertised for sale in any manner, the Club may terminate such membership immediately.

Any attempt to sell, transfer or reassign a Membership at Walkabout Golf Club either voluntarily, involuntarily or by operation of law, shall be null and void and no person or entity may obtain a Membership except as provided herein.

<u>MEMBERSHIP DUES AND FEES</u>. The undersigned member understands that he/she will be required to pay annual or monthly membership dues that are associated with a Golf membership. In addition, the undersigned member shall be responsible for all other fees, and other charges associated with his/her membership.

**RESPONSIBILITY FOR MEMBERSHIP AT WALKABOUT GOLF CLUB.** The undersigned shall be responsible for their conduct and the conduct of their family members and guests when using the facilities provided at the Club and shall be directly and fully responsible to the Club for all personal injuries and/or property damages that are caused by the undersigned and their family members and guests; and the undersigned acknowledges and agrees that the Club shall not be responsible or liable for any personal injuries and/or property damages occurring at the facilities provided at the Club, including but not limited to, those resulting from the actions of other members, family members, guests, and other users.

THE UNDERSIGNED AND THEIR FAMILY MEMBERS AND GUESTS SHALL USE THE GOLF FACILITIES AND ALL OTHER FACILITIES PROVIDED AT WALKABOUT GOLF CLUB AT THEIR OWN RISK. THE UNDERSIGNED ACKNOWLEDGE THAT (I) THE GAME OF GOLF AND USE OF THE FACILITIES PROVIDED AT WALKABOUT GOLF CLUB CAN BE DANGEROUS AND THAT INJURIES AND DEATH MAY RESULT, (II) USE OF THE FACILITIES PROVIDED AT WALKABOUT INVOLVES CERTAIN RISKS, INCLUDING, WITHOUT LIMITATION, THE RISK OF OPERATING A GOLF CART, BEING STRUCK BY GOLF BALLS, GOLF CLUBS AND/OR OTHER OBJECTS UTILIZED OR LOCATED IN OR AROUND A GOLF FACILITY, (III) INJURIES MAY RESULT FROM PARTICIPATING IN EVENTS AND OTHER ACTIVITIES HELD BY THE CLUB FROM TIME TO TIME EITHER ON OR OFF THE FACILITIES, AND (IV) INJURIES AND DEATH CAN RESULT FROM ADVERSE WEATHER CONDITIONS INCLUDING LIGHTNING. THE UNDERSIGNED FURTHER ACKNOWLEDGE THAT USE OF THE FACILITIES PROVIDED AT WALKABOUT GOLF CLUB AND ANY PRIVILEGE, SERVICE, ACTIVITY OR EVENT EITHER ON OR OFF THE FACILITIES IS UNDERTAKEN AT THEIR OWN RISK AND WITH THE KNOWLEDGE OF RISK OF POSSIBLE INJURY AND DEATH. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE UNDERSIGNED ASSUME ALL SUCH RISKS FOR THE UNDERSIGNED AND THEIR FAMILY MEMBERS AND GUESTS, AND FURTHER AGREE THAT WALKABOUT GOLF CLUB. AND ANY MANAGEMENT FIRM RETAINED TO OPERATE THE FACILITIES PROVIDED AT WALKABOUT GOLF CLUB ON A DAY-TO-DAY BASIS AND THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, MANAGERS, AFFILIATES, REPRESENTATIVES, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS AND THE FAMILY MEMBERS OF EACH OF THEM (COLLECTIVELY, THE "RELEASED PARTIES"), SHALL NOT BE LIABLE FOR ANY CLAIMS, DEMANDS, INJURIES, DAMAGES, ACTIONS OR CAUSES OF ACTION WHICH ARISE AS A RESULT OF USING THE FACILITIES PROVIDED AT WALKABOUT GOLF CLUB OR PARTICIPATING IN ANY EVENT OR ACTIVITY HELD BY THE CLUB FROM TIME TO TIME EITHER ON OR OFF THE FACILITIES, INCLUDING ANY SUCH CLAIMS THAT ARISE WHOLLY OR PARTIALLY DUE TO THE NEGLIGENCE OF THE RELEASED PARTIES, AND THE UNDERSIGNED HEREBY FURTHER EXPRESSLY FOREVER RELEASE, DISCHARGE AND WAIVE THE RELEASED PARTIES FOR ALL SUCH CLAIMS, DEMANDS, INJURIES, DAMAGES, ACTIONS OR CAUSES OF ACTION.

**REPRESENTATIONS OF THE UNDERSIGNED**. The undersigned acknowledge and agree that they have had the opportunity to review this Agreement and to seek professional advice to assist in evaluating the merits and risks of obtaining the privileges/benefits described herein for a Membership at Walkabout Golf Club, and that the undersigned has determined to acquire these privileges/ benefits without reliance upon any information or representations other than as set forth in this Membership Agreement.

This Membership Agreement and all membership and other use privileges at Walkabout Golf Club shall be governed by and construed in accordance with the laws of the state of Florida without regard to principles of conflicts of laws.