

BUCKLEIGH FARMS COUNTRY CLUB

APPLICATION AGREEMENT

I. INFORMATION

PERSONAL

Applicant's Name _____

Social Security Number _____ Birth Date _____

Spouse's Name _____ Birth Date _____

Social Security Number _____ Anniversary Date _____

College/University Alma Mater _____ Spouse's Alma Mater _____

Local Address _____

Out of Town Address _____

Billing Address _____

Country Club Communications
Address _____

Telephone: Telephone:
Local Residence (_____) Out of Town (_____)

E-mail Address _____ Spouse's E-Mail Address _____

Unmarried children under the age of 23:

<u>Name</u>	<u>Birth Date</u>
_____	_____
_____	_____
_____	_____

BUSINESS

Applicant's Company Name _____ Title _____

Business Address _____

Telephone (_____) Years in Present Employment _____ • Retired

Fax Number (_____) E-mail Address _____ Website _____

Spouse's Company Name _____ Title _____

Spouse's Business Address _____

Telephone () _____	Years in Present Employment _____	• Retired _____
Fax Number () _____	E-mail Address _____	Website _____

CLUB REFERENCES

1. Name of Organization _____	Year Accepted _____
Type _____	Address _____
Telephone () _____	Contact Person _____
	• Present Member _____

PERSONAL REFERENCES

1. Name _____	Address _____
Years Known _____	Telephone () _____
2. Name _____	Address _____
Years Known _____	Telephone () _____

II. PURCHASE OF MEMBERSHIP

I (the “Applicant”) hereby execute this application and agreement regarding certain terms of membership (“Application Agreement”) of Buckleigh Farms Country Club (the “Country Club”).

Membership is contingent upon approval by the Country Club, which approval shall be at its sole discretion.

III. PAYMENT OF DUES, FEES AND CHARGES

_____ I hereby agree to pay to the Country Club annual dues, including any applicable sales tax or other taxes. Fees for an annual Membership are:

Annually:

_____ January 1- December 31=\$950

Semi-annually:

_____ January 1-June 31=\$475

_____ July 1 to December 31=\$475

Monthly:

_____ I hereby agree to pay monthly dues of _____ per month for
_____ months

In the event that any amounts owed to the Country Club are not paid on a timely basis, I understand that I may be charged a late payment charge in accordance with the Terms (as defined herein). I further understand that if I fail to pay my Country Club account within 30 days of when it is first billed, the Country Club shall have the right to charge my credit card on file with the Country Club for any delinquent amounts, including any late payment charges.

I certify that the below listed card is issued to me. I understand that I am obligated to keep a valid approved credit card on file with the Country Club at all times.

Credit Card Type _____

Credit Card Number _____ Exp. Date _____

Cardholder Signature _____

IV. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

I acknowledge that membership in the Country Club permits the Member to use the Country Club referred to in this Agreement in accordance with the Terms of Membership, Rules and Regulations (“Terms”) as adopted by the Country Club from time to time. Membership in the Country Club is not an investment in the Buckleigh Farms Equestrian Center LLC (the “Company”) or the Country Club, and does not give a Member a vested or prescriptive right or easement to use the Country Club. Membership in the Country Club does not provide a Member with an equity or ownership or any other property interest in the Country Club, the Company, or any organization owned or operated by the Country Club’s owners, operators, affiliates, successors, or assigns. A Member only acquires a revocable license to use the Country Club facilities in accordance with the Terms, as the same may be amended from time to time, and this Application Agreement. All rights and privileges of Members under the Terms of this Application Agreement are subordinate to the lien of any mortgage or deed of trust encumbering the Country Club facilities from time to time.

The Company reserves the right, in its sole discretion, to modify the Terms, to reserve memberships, to sell, lease or otherwise dispose of the Country Club or its facilities in any manner whatsoever and to any person whomsoever, to add, issue or modify any type or category or class of membership, to recall any membership at any time for any or no reason whatsoever, to convert the Country Club into a member-owned Country Club, and to make any other changes in the terms and conditions of the membership of the Country Club including permanent discontinuation of Country Club operations.

V. MEMBERSHIP TERMS

I hereby acknowledge receipt of the Membership Terms set forth herein and the attached Exhibit and that I have read and understand them, and agree to be bound by them as the same may be amended from time to time by the Country Club should my Application Agreement be approved. I further acknowledge that I am not relying on any oral representations in applying for a Membership to the Country Club.

SECTIONS VI THROUGH IX SHALL BECOME OPERATIVE UPON ADMISSION TO THE COUNTRY CLUB'S MEMBERSHIP.

VI. RULES

Member has received and reviewed a copy of the Country Club's current Terms prior to Member's execution of this Application Agreement. Member understands that Company reserves the right to amend the Terms at any time and will provide Member with copies of any amended Terms within a reasonable period from the date of adoption. Member agrees to strictly abide by and adhere to all of the Country Club's Terms which are set forth herein. Also, if Member discovers defects in or around the Country Club, Member agrees to notify the Company immediately.

VII. AUTHORIZATION TO RELEASE INFORMATION

Upon signing this Application Agreement, I authorize the disclosure and release of information to the Country Club or the Company for investigating my qualifications for membership, including my credit history and law enforcement records, and agree to hold the Country Club and the Company harmless from any and all such acts. All information contained within this Application Agreement will be kept confidential by the Country Club, except in the ordinary course of Country Club operations or as required by law.

VIII. MISCELLANEOUS

1. Member represents that all information provided in this Application Agreement is true, accurate and complete and does not fail to contain any information which is reasonably needed to make the information so provided not misleading.

2. This Application Agreement shall be binding on, and inure to the benefit of, the Country Club, the Company and Member, and their respective employees, assistants, agents, insurers, representatives, heirs, and assigns.

3. Modifications to this Application Agreement are only binding if in writing and signed by Applicant/Member and accepted by the Company. This Application Agreement cannot be assigned by Applicant/Member without prior written agreement of Company. Company shall have the right to assign this Application Agreement, or pledge it as security for an indebtedness, in its sole discretion.

4. South Carolina Law governs this Application Agreement. If any provision is found invalid or enforceable, the remainder of such provision of the remaining portions in this Application Agreement shall remain valid.

5. This Application Agreement contains the entire agreement between Member and Country Club with respect to its subject matter and incorporates and integrates all previous promises or understandings between Member and Country Club with respect to the subject matter.

6. Should Applicant/Member breach this Application Agreement, Applicant/Member agrees to pay Country Club's and Company's reasonable attorneys' fees and court/arbitration costs related to such breach. Applicant/Member agrees that Country Club and Company shall have the exclusive right, in its sole discretion, to submit any dispute arising under this Application Agreement to binding arbitration under the rules of the American Arbitration Association; Applicant/Member consents to such forum if selected by Company and Applicant/Member agrees to waive any right to a jury trial. It is also agreed that any legal disputes between the parties handled through the courts shall be brought and litigated in a court located in Aiken County, South Carolina. Applicant/Member consents to this location and agrees that it is convenient.

7. Member hereby agrees to indemnify and hold harmless the Company, the Country Club, the owner of the Country Club facilities and their respective employees, associates, agents, insurers, representatives, heirs, successors and assigns, and others acting on their behalf, against all damages which Member or Member's guests or representatives may cause to the Company, the Country Club or any third party arising out of the use of the Country Club facilities.

Dated: _____, 20__

Applicant's Signature

Printed Name

Dated: _____, 20__

Spouse's Signature

Printed Name

This Application Agreement shall not be binding on the Country Club until the acceptance below is signed.

ACCEPTED BY

BUCKLEIGH FARMS COUNTRY CLUB LLC

By: _____
Authorized Representative

Dated: _____