



2021

NEW YORK COUNTRY CLUB

Membership Information Packet & Contract

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Take **ADVANTAGE** of all that we have to offer

BECOME A PRIZED MEMBER OF NEW YORK COUNTRY CLUB

If you're seeking the best in golf as well as the ultimate country club experience, become a part of our highly-esteemed facilities as one of its prized members. From our grounds, which were designed by renowned architect Stephen Kay, complete locker rooms equipped with saunas and steam rooms the grille room bar and grill offering the finest in casual dining and our outdoor terrace overlooking the Manhattan skyline, New York Country Club gives you immediate and relaxing comfort with top of the line amenities centrally located in the Hudson Valley, only a 30 minute drive from the GW Bridge and 15 minute drive from the Tappan Zee bridge.

Get away from it all for a day by having the flexibility our memberships afford. Visit our fully equipped pro-shop, make an appointment with one of our expert golf pros for lessons, work out at our practice range, or take some colleagues out on our meticulously maintained and manicured golf course, which will keep all golfing enthusiasts (from novice players to pros) actively engaged.

Voted as one of the "Best Places to Play" by Golf Digest, New York Country Club has various membership levels to suit your needs—our innovative and popular Credit Line Membership offers the freedom to play at virtually any time while providing all the benefits of a traditional golf membership. No matter how frequently you play or on what day of the week, we have memberships that will suit your needs down to the tee with each membership good for an entire calendar year.

The Membership Advantage

- / Reserve your tee time 14 days in advance (non-member – 7 days)
- / Complimentary bucket of golf balls on our practice range
- / Putting & chipping greens with practice sand traps
- / Bag drop service and bag storage
- / Personal Lockers
- / Use your credit line and shop for the most up to date merchandise and technology in the pro-shop
- / Use your Credit up to one foursome per authorized user

All facilities and services are subject to availability

We look forward to hearing from you
Please contact Garrett Hirsch, Director of Golf (845) 362-5800 ext. 1113
garret@nycountryclub.com

Credit line Membership Options

Credit Line Membership (1 year term)

| Credit Line Type | Fee | Bonus Credit | Authorized User | |
|--|---------------------|---|-----------------|---|
| NYCC Credit Line A | \$2,500--\$3,499.99 | 5% Ex.: \$3,000 + 5% = \$3,150 credit line | 1 User | Choose NYCC Credit Line A: <input type="checkbox"/> |
| NYCC Credit Line B | \$3,500--\$5,999.99 | 8% Ex.: \$5,000 + 8% = \$5,400 credit line | Up to 2 Users | Choose NYCC Credit Line B: <input type="checkbox"/> |
| NYCC Credit Line C | \$6,000+ | 10% Ex.: \$6,000 + 10% = \$6,600 credit line | Up to 4 Users | Choose NYCC Credit Line C: <input type="checkbox"/> |
| <p>*All Credit Line Accounts must maintain a \$300 Minimum to continue receiving all amenities * Once membership falls under minimum- you will be notified.</p> <p>Indicate total dollar amount to be paid, not including bonus credit: _____</p> | | | | |

Credit Line Membership Requirements and Restrictions

Please initial the selected items below from the Contract Section if choosing a Credit Line Membership

| | |
|---|---------------|
| Membership Fees are non-refundable for any reason. (Section 2b) | Initial here: |
| NYCC cancellation policy is applicable to all tee-time bookings, whether online, over the phone or in person (Section 6c) | Initial here: |
| Green Fees are subject to change at any time at NYCC's sole discretion (Section 4b(iv)) | Initial here: |
| Credit Line Memberships may not be used for: / Golf Outings (shotgun/modified shotgun) (Section 6e(i)) or / Banquet Events (Section 6e(ii)) | Initial here: |
| Member Reservation Policy: (Sections 6a–6d) / 1 foursome per Authorized User, up to 4 foursomes on weekdays / Maximum 2 foursomes on Saturdays and Sundays before 12PM | Initial here: |

Annual Membership Options

Annual Membership (1 year term)

| Designated Members | Fee | Playable Time | Guests Greens Fees | |
|--------------------|--|---|--|---|
| 4 | \$16,000 \$25.00 reservation fee per round | Designated Members: / Anytime Guest: / Anytime | 10% off Standard pricing (up to 1 guest) | Choose NYCC Annual Membership: <input type="checkbox"/> |

| Designated Members | Fee | Playable Time | Guests Greens Fees | |
|--------------------|--|---|--|---|
| 3 | \$12,300 \$25.00 reservation fee per round | Designated Members: / Anytime Guest: / Anytime | 10% off Standard pricing (up to 1 guest) | Choose NYCC Annual Membership: <input type="checkbox"/> |

| Designated Members | Fee | Playable Time | Guests Greens Fees | |
|--------------------|---|---|---|---|
| 2 | \$8,500 \$25.00 reservation fee per round | Designated Members: / Anytime Guest: / Anytime | 10 % off Standard pricing (up to 1 guest) | Choose NYCC Annual Membership: <input type="checkbox"/> |

| Designated Members | Fee | Playable Time | Guests Greens Fees | |
|--------------------|---|---|--|---|
| 1 | \$4,500 \$25.00 reservation fee per round | Designated Members: / Anytime Guest: / Anytime | 10% off Standard pricing (up to 1 guest) | Choose NYCC Annual Membership: <input type="checkbox"/> |

Weekday, Annual Membership (1 year term)

| Designated Members | Fee | Playable Time | Guests Greens Fees | |
|--------------------|---|---|--|---|
| 1 | \$2,850 \$25.00 reservation fee per round | Designated Members: / Monday - Friday Guest: / Monday - Friday | 10% off Standard pricing (up to 1 guest) | Choose NYCC Annual Membership: <input type="checkbox"/> |

Annual Membership Requirements and Restrictions

Please initial the selected items below from the Contract Section if choosing a Annual Membership

| | |
|---|----------------------|
| <p>Membership Fees are non-refundable for any reason. (Section 2b)</p> | <p>Initial here:</p> |
| <p>Greens fees are waived for Designated Members, although a cart fee still applies. (Section 4b(v))</p> | <p>Initial here:</p> |
| <p>NYCC cancellation policy is applicable to all tee-time bookings, whether online, over the phone or in person (Section 6c)</p> <p>Annual Member Cancellation Policy / NYCC standard cancellation policy applies to all Annual Members / All tee times must be canceled by 9:00am the day before your reservation or the standard Greens Fees per player will be charged.</p> | <p>Initial here:</p> |
| <p>Annual Memberships may not be used for: / Golf Outings (shotgun/modified shotgun) (Section 6e(i)) or / Banquet Events (Section 6e(ii))</p> | <p>Initial here:</p> |
| <p>Annual Member Reservation Policy: (Section 6d) / Up to 1 Annual Membership guests can receive 10% discount during Playable Times designated above. Any additional guests will be charged full greens fee</p> | <p>Initial here:</p> |

NYCC Membership Application, Primary User

Primary User *(all information required)*

Last Name: _____ First Name: _____

Home Address: _____

City, State, Zip: _____

Primary Contact Phone: _____ Type (circle one): Cell Home Work Other

Secondary Contact Phone: _____ Type (circle one): Cell Home Work Other

E-mail: _____ Date of Birth: _____

Company Information *(required if corporate membership)*

Name of Company: _____ Title: _____

Business Address: _____

Business City, State, Zip: _____

Authorized Users *(contact info required on next page)*

/ 1) Last Name: _____ First Name: _____

/ 2) Last Name: _____ First Name: _____

/ 3) Last Name: _____ First Name: _____

NYCC Membership Application, Authorized Users

Authorized User #1 *(all information required except secondary contact phone)*

Last Name: _____ First Name: _____

Home Address: _____

City, State, Zip: _____

Primary Contact Phone: _____ Type (circle one): Cell Home Work Other

Secondary Contact Phone: _____ Type (circle one): Cell Home Work Other

E-mail: _____ Date of Birth: _____

Authorized User #2 *(all information required except secondary contact phone)*

Last Name: _____ First Name: _____

Home Address: _____

City, State, Zip: _____

Primary Contact Phone: _____ Type (circle one): Cell Home Work Other

Secondary Contact Phone: _____ Type (circle one): Cell Home Work Other

E-mail: _____ Date of Birth: _____

Authorized User #3 *(all information required except secondary contact phone)*

Last Name: _____ First Name: _____

Home Address: _____

City, State, Zip: _____

Primary Contact Phone: _____ Type (circle one): Cell Home Work Other

Secondary Contact Phone: _____ Type (circle one): Cell Home Work Other

E-mail: _____ Date of Birth: _____

NYCC Membership Contract

This Membership Contract (the "Agreement"), which is part of the New York Country Club 2021 Membership Information Packet (the "Document") is entered into on this _____ day of _____, 20____ by you, the Primary User identified on the Page 6 of the Document, on behalf of yourself and all Authorized Users listed on Page 6 and Page 7 of the Document.

EXPLANATORY NOTE

New York Golf Enterprises operates New York Country Club ("NYCC") located at 103 Brick Church Road, Spring Valley, NY 10977.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Member agrees as follows:

1. MEMBER: For purposes of this Agreement, "Member" shall mean the person identified as the Primary User on Page 6 of this Document

2. MEMBERSHIP

- a. Upon payment of Membership Fee, Member's membership privileges will be activated for a period of twelve (12) continuous months ("Membership Term").
Memberships may be refused or revoked at the discretion of NYCC.
- b. The Membership Fee is neither refundable nor transferable for any reason.
- c. Payment of Membership Fee does not give Member any right, interest or ownership in NYCC.
- d. Members may be required to present photo identification each visit.
- e. All Authorized Users and/or Designated Members of an NYCC Membership Account are bound by the Terms and Conditions of the Agreement
 - (i) Primary User represents all Users on the NYCC Membership Account when signing this contract
- f. Membership privileges are personal to Member and may not be sold, transferred, or otherwise assigned in any manner.
- g. **Early Termination, Suspension or Extension of Membership:**
 - (i) Decisions regarding early termination or suspension of membership will be in the sole and absolute discretion of NYCC.
 - (ii) Privileges shall cease and terminate upon the death of Member.
 - (iii) NYCC may terminate or suspend membership if Member violates any terms of this contract agreement.
 - (iv) No portion of any fees paid is refundable upon revocation or suspension of a membership
 - (v) **Medical Extension:** In the event that Member becomes disabled, sick or injured for a period exceeding thirty (30) continuous calendar days, NYCC may postpone the Member's account expiration date.
 - (1) Extensions will be issued on a case-by-case basis
 - (2) Extensions require a valid doctor's note
 - (3) NYCC will not issue any refund during a Medical Extension
 - (4) NYCC shall not be obligated to terminate or suspend a Member's membership

3. MEMBER PRIVILEGES AND BENEFITS

- a. For the duration of the Membership Term, Member will receive certain benefits which are listed on Page 3 of this Document. Collectively, these benefits are referred to as "Member Privileges and Benefits."
- b. NYCC reserves the right to modify Member Privileges at any time by providing written notice.
- c. NYCC will immediately terminate all Member Privileges upon expiration of Membership Term
 - (i) Members will be given up to 24 hours' notice after expiration to collect any items stored on NYCC property, including—but not limited to—items in lockers and bag storage

- (ii) After 24 hours of membership expiration, NYCC reserves the right to vacate lockers and bag storage
- (iii) NYCC is not responsible for any valuables left behind after membership expiration

4. MEMBERSHIP FEES AND OTHER FEES

a. New York Country Club Membership Fees

- (i) Member must pay Membership Fees in a one-time lump sum payment by check, cash or credit card.
- (ii) Membership Fees may be split amongst authorized users as required so long as the full Membership Fee is paid at one time.

b. Other Fees

- (i) There are no initiation fees
- (ii) There are no spending minimums
- (iii) There are no maintenance fees, EXCEPT for medical extensions. NYCC will, at its sole discretion, extend memberships terms for medical reasons with written notification from a medical professional. NYCC must be notified of medical hardship prior to expiration of membership term. NYCC cannot assume medical hardship due to "lack of use" of account.
 - (1) The amount of the fee will be determined by NYCC on a case-by-case basis
- (iv) Greens Fees are subject to change at any time at NYCC's sole discretion, although NYCC will make best effort to notify Members ahead of time.
- (v) Designated Corporate Members' greens fees are waived. Current cart fee at time of check-in still applies.
- (vi) The fee for Driving Range balls is waived up to 1 bucket per round per Member. Additional buckets will be charged to Member accounts.

- c. Member account information can be requested at any time. i.e. balance and/or transactions

5. COMPLIANCE

a. General Policies

- (i) Member agrees to abide by NYCC's general policies as set forth herein and as may be published by NYCC from time to time.
- (ii) NYCC believes that golf is a game and expects Members to assist NYCC in keeping golf fun for everyone. Accordingly, NYCC expects all Members and guests to observe all federal, state and local laws at all times.
- (iii) Members must check in with the golf shop staff before proceeding to any course, driving range, practice area or other facilities.

b. Alcohol and Other Substances

- (i) No alcohol may be brought onto NYCC premises for consumption. The only alcohol to be consumed on site is alcohol purchased on site, with the EXCEPTION of:
 - (1) Outside Wine: if NYCC cannot procure a particular requested bottle, a Member may, with prior consent from the General Manager, bring a bottle of wine for consumption into the clubhouse for a Bottling Fee, which will be determined on a case by case basis.
- (ii) No underage drinking is permitted.

c. Member Responsibilities

- (i) Any damage to the golf course and property is the responsibility of the golfer to repair and/or replace.
- (ii) NYCC reserves the right to expel any golfer who uses excessive foul language, illegal substances, exhibits aggressive or violent behavior, or otherwise causes a nuisance to other golfers.
- (iii) Children under the age of 16 are welcome on the golf course and in the clubhouse when accompanied by an adult, unless the General Manager, Assistant Manager, or other authorized NYCC personnel has granted permission for an unaccompanied visit in advance.

d. Golf Cart Usage and Restrictions

- (i) As a rule, golf carts are only allowed on cart paths and fairways. However, inclement weather or other conditions may restrict golf carts to use on cart path only. The golf staff will notify Members of any temporary restrictions, but players are expected to refrain from driving golf carts where it may damage the golf course. Even with a handicap flag in use, all golfers are prohibited from entering areas that are roped off. **Removing ropes is cause for immediate suspension and/or cancellation of NYCC Membership with no refund.**

- (ii) Privately owned golf carts are not allowed.
- (iii) No more than two carts per foursome are allowed unless authorized by NYCC Management.
- (iv) No more than two riders and two golf bags per cart.

(1) Passengers may not ride on the back of the golf cart, on the lap of another passenger, or in any other position other than the intended usage of the golf cart. **NYCC is not in any way responsible for damage to the golf cart, course, or for any injuries sustained by the driver, passenger(s), or other golfers due to recklessness.**

- (v) Golf carts are not allowed in the parking lot.

6. RESERVATION POLICIES AND RESTRICTIONS

- a. Members may reserve tee times up to Fourteen (14) days in advance. Members may use their account to reserve up to Four (4) consecutive foursomes from Monday through Friday, and up to Two (2) consecutive foursomes Saturday and Sunday before 12PM.
- b. Single Members may walk on after checking in with golf shop staff. To maintain the integrity of play administration, all Members and their guests, if any, must register in the golf shop at least 20 minutes prior to a reserved starting time. Failure to do so may result in a cancellation or delay if other parties are prepared to play or are on standby.
- c. Starting times not cancelled at least twenty-four (24) hours in advance of play will be billed to Member Account as per the regular Tee Time Cancellation Policy.

d. Corporate Membership Usage and Restrictions

- (i) Corporate Members may host up to three accompanied guests at a rate of 10% off the regular posted rate for greens fees (the "Guest Fees") anytime Monday through Friday and after 12PM Saturdays, Sundays and holidays
- (ii) Guests of Corporate Members must pay the full greens fee prior to 12PM on Saturdays, Sundays and holidays.
- (iii) All Guest Fees are payable at check-in and must be paid prior to round.
- (iv) Designated Corporate Members receive

e. General Membership Restrictions

(i) Golf Outings

- (1) A group of 16 or more golfers at any time in the week is considered a Golf Outing and requires a signed Outing Contract and deposit, which must be paid by check, cash or credit card.
- (2) Reserving 9 or more players on a Weekend is not permitted before 12PM.
- (3) Members may not occupy more than 4 tee times on any single day without signing an Outing Contract.
- (4) A maximum of 4 players per Authorized User may be charged to a Credit Line. Any remaining players not paid via Credit Line and contract deposit must be paid by check, cash or credit card prior to the start of the Golf Outing.
- (5) NYCC cannot guarantee any discounts on Golf Outings for Members.
- (6) Member golf outing groups may order food from the Restaurant as space and availability permits. Food from the Restaurant menu may be paid via Credit Line, cash or credit card.
 - (a) Special Golf Outing Menus require a golf outing contract, and must be paid by cash or credit card.

(ii) Banquet Events

- (1) A "Banquet Event" is considered to be any event, as defined by NYCC, that is: catered by NYCC; does not include golf activities for the guests; and does not utilize the restaurant menu or space.
- (2) No portion of a Credit Line or Corporate Membership Account may be used towards a banquet event.
- (3) NYCC cannot guarantee any discounts on Banquet Events for Members.

7. AVAILABILITY OF FACILITIES

- a. NYCC reserves the right to host special events such as weddings, parties, and golf tournaments. Such events may partially restrict the availability of golf course starting times and any or all of the practice areas. Such special events also may preclude the use of the clubhouse.

b. Any or all practice areas also may be unavailable from time to time because of inclement weather or maintenance practices. NYCC will make every effort to inform members of such events, but ultimately reserves the right to close the golf course and facilities for any reason at its sole discretion.

8. DISCLAIMERS

a. No Warranty: NYCC provides the Membership Privileges an “as is” basis, without warranty or guarantee of any kind, either express or implied, including, but not limited to, the implied warranties or conditions of merchantability or fitness for a particular purpose. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

b. Limited Liability

(i) In no event shall NYCC its officers, employees or agents be liable for loss of any kind or for indirect, special or consequential damages of any kind, even if NYCC has been advised of the possibility of such damages arising from any defect or error.

(ii) Member shall indemnify NYCC, its officers, employees and agents, and protect and hold NYCC its officers, employees and agents harmless from and against any and all claims, liabilities, losses, costs, damages, expense, including consultants and attorney’s fees, court costs, demands, causes of action or judgment directly or indirectly arising out of or related to membership or Member’s use of Membership Privileges. NYCC disclaims any and all loss or liability resulting from, but not limited to: acts of God, unauthorized use or misuse of your account information, errors, omissions or misstatements in any information or Membership Privileges provided under this Agreement or Member’s inability to use Membership Privileges.

(iii) NYCC’s entire liability and that of its officers, employees, agents and any third party providing services as part of the Membership Privileges, and Member’s exclusive remedy with respect to any matter arising out of this Agreement, is limited to the actual amount paid for Membership Fees.

c. Indemnification: Member agrees to indemnify NYCC, its officers, employees and agents for any and all losses due to purposeful or negligent acts of Member, Member’s guests, employees or children, including acts occurring as a result of the consumption of alcohol.

d. Governing Law: This Agreement shall be construed and governed in accordance with the laws of the State of New York without giving effect to any principles of conflict of laws to the contrary.

“I HEREBY CERTIFY AND REPRESENT THAT I AM OVER THE AGE OF 18 YEARS, HAVE READ AND FULLY UNDERSTAND ALL TERMS OF THE MEMBERSHIP CONTRACT AND I INTEND TO BE LEGALLY BOUND AGREE TO ABIDE BY ALL TERMS. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT AND SUPERSEDES ANY PRIOR AGREEMENT OR UNDERSTANDING CONCERNING THE SUBJECT MATTER HEREOF.”

PRIMARY MEMBER SIGNATURE: _____ **Date:** _____
(A parent or guardian must sign for members under 18)

COMPANY NAME: _____
(If Corporate Membership)

NYCC MEMBERSHIP COORDINATOR: _____ **Date:** _____

NYCC GM: _____ **Date:** _____