



The Legends Golf Club

Membership Rules & Regulations

January 2019

The Legends Golf Club
41687 Temeku Drive
Temecula, CA 92591
951.694.9998

TheLegendsGC.com



The Legends Golf Club

Yearly Membership Fee Schedule

Weekday (Monday-Friday) Individual Excluding course holidays	\$3,843.00 for 2019 calendar year Monthly payments of \$320.25
Weekday (Monday-Friday) Family Excluding course holidays	\$5,103.00 for 2019 calendar year Monthly payments of \$425.25
7 Day Individual (Monday-Sunday) Including course holidays	\$4,788.00 for 2019 calendar year Monthly payments of \$399.00
7 Day Family (Monday-Sunday) Including course holidays	\$5,733.00 for 2019 calendar year Monthly payments of \$477.75

Membership Benefits

Individual Weekday Yearly Membership	This membership entitles the Member to unlimited golf with golf cart <u>Monday-Friday</u> . Holidays recognized by The Legends Golf Club will be excluded for Member play (see recognized Holiday list). *subject to course availability
Family Weekday Yearly Membership	This membership entitles the Members to unlimited golf with golf cart <u>Monday-Friday</u> . Holidays recognized by The Legends Golf Club will be excluded for Member play (see recognized Holiday list). *subject to course availability
Individual Yearly Membership (7 Day)	This membership entitles the Member to unlimited golf with golf cart seven days a week. *subject to course availability
Family Yearly Membership (7 Day)	This membership entitles the Members to unlimited golf with golf cart seven days a week. *subject to course availability
Practice Facilities	Includes a large practice putting green, pitching/chipping green, large teeing area (grass and practice mats). Members are entitled to one medium bucket of balls per day based on active membership.
Preferred Member Guest Fees	Member guests (when playing with a Member) will receive a preferred discount on their green fees. Member Guest Fees may be subject to change. See current green fee pricing.
Preferred Tee Time Reservations	Members are entitled to book reservations (14) days in advance for up to (8) players.
Special Member Only Events	Members will be invited to play in "Member Only Events" throughout the year hosted by The Legends Golf Club. Fees may be applicable.

Membership pricing is based on one year contract January 1, 2019 through December 31, 2019.



The Legends Golf Club

This document sets forth the terms and privileges of Membership in the Club and the policies and procedures under which the Club is operated. The obligation of enforcing these Rules lies primarily in the hands of a carefully trained staff whose principal responsibility is to assure members of all the courtesies, comforts, and services to which they are entitled. It is the duty of the members to know the Rules and to cooperate with Club Management and staff in the enforcement of these Rules.

These Rules are effective January 1, 2019 and are subject to change from time to time at the sole discretion of The Legends Golf Club Ownership.



The Legends Golf Club

Section I

Organization and Management

- 1.1 Club Ownership – The Legends Golf Club (the “Club”) is privately owned by Legends Management LLC (hereafter collectively referred to as the “Club Owner”). The Club Owner has the right to transfer ownership of the Club at any time and without notification to the members and shall have the power and authority to prescribe such rules and regulations governing play on the golf course and use of the clubhouse facilities, as the Club Owner shall determine.
- 1.2 Management Authority – The Club Owner has authorized a Management Team to manage and operate all facilities and programs of the Club, and to supervise management personnel of the Club. The Club Owner reserves the rights to operate the Club facilities by this management, licenses, lessees, or any other arrangement it shall, in its sole judgment, establish. Members shall have no right or authority in managing the affairs of the Club.
- 1.3 Principal Office – The principal office of the Club shall be located at 41687 Temeku Drive, Temecula, California 92591.
- 1.4 Type of Facility – The Legends Golf Club will be operated as a semi-private golf club, open to both members and non-members. Privileges of members are set forth in these Rules and Regulations. Non-members may be permitted to use all clubhouse and golf course facilities, subject to non-member rules and regulations established by the Management.
- 1.5 No Proprietary Rights – No members shall by virtue of membership in the Club have any right of ownership or property rights in any of the property or assets of the Club, either real or personal, nor shall any member incur any liability of any kind by virtue of membership in the Club, except for liability for the payment of dues, house accounts and other obligations to the club, and except for liability arising from failure to observe the rules and regulations as provided herein. It is expressly agreed and understood that membership in the Club creates only a license in favor on the member and, as such, no property rights or vested rights of any kind, express or implied, are conferred for the benefit of any member by virtue of membership in the Club, except the license to use the facilities of the Club as long as the member is in good standing.



The Legends Golf Club

Section II

Membership

2.1 Golf Memberships –There are four classes of Golf Memberships. All classes of memberships shall be available to residents and non-residents. Golf Members, of any class, are limited in exercising their privileges as a Member, except further limited by these Rules and Regulations. All pricing is effective on a yearly basis starting the 1st of the month for the calendar year (January 1, 2019 – December 31, 2019). Each Golf Membership is an agreement for the year (2019). All memberships are required to have a valid credit card on file with the Club for continual monthly billing of the yearly dues. Any new membership starting mid-month may be pro-rated.

The classes of Golf Memberships are as follows:

2.2 Weekday Family Yearly Memberships (Mon-Fri) – A Family membership entitles a person in whose name the membership is issued and such person’s spouse and their children who are unmarried, under the age of 18 and who presently reside in the home of such person, to use the facilities of the Club, Monday through Friday.

2.3 Full Family Yearly Memberships (7-days) – A Family membership entitles a person in whose name the membership is issued and such person’s spouse and their children who are unmarried, under the age of 18 and who presently reside in the home of such person, to use the facilities of the Club, seven days a week.

2.4 Weekday Individual Yearly Membership (Mon-Fri) – An individual membership entitles a single male or female adult, 18 years of age and older, to use the facilities of the Club, Monday through Friday.

2.5 Full Individual Yearly Membership (7-Days) – An individual membership entitles a single male or female adult, 18 years of age and older, to use the facilities of the Club, seven days a week.

2.6 Membership Account – Each member of the Club will be issued an account number and the applicable membership class. Only the members and those eligible persons of a member’s family, depending on the class of membership purchased, may use the membership.

2.7 Guest Privileges – Any member may invite guests to use the Club facilities, subject to the Rules and Regulations, provided the member or guest pays the prevailing member guest fees. The member must play with the guest in order to receive the member guest fees.



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2.6 Expulsion and Suspension – A member may be expelled from membership in the Club, or a member may be suspended, for any violation of the responsibilities and obligations of members set forth in Section IV hereof. Expulsion or suspension must be by action of Management. Written notice of the proposed expulsion or suspension, together with a statement of the reasons therefore and a copy of the pertinent section of the Membership Rules and Regulations, shall be sent by first-class return receipt mail to the member’s last address on the record or the Club and a Club Owner’s representative. Within 15 days after the mailing of this notice the member may in writing request a hearing on the expulsion or suspension. If a hearing is requested, the Management will appoint a hearing committee, which shall after some hearings either confirm or reject the expulsion or suspension. The decision of the hearing committee is final. If no hearing is requested the expulsion or suspension is effective 15 days after the mailing of the notice. If a hearing is requested, the expulsion or suspension is effective five days after confirmation by the hearing committee.

2.7 Expulsion of a Member – Upon expulsion of a Member, the Club will NOT be obligated to redeem any monies. Upon expulsion, members must pay all existing balances on accounts within three days.



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Section III

Responsibilities and Obligations of Members

- 3.1 Financial Obligations – Each member shall have the following financial responsibilities and obligations:
- 3.1.1 Membership Fee – A member shall pay the membership fee in full according to the terms of payment established by the Club Owner.
- 3.1.2 Dues – Yearly dues shall be payable as determined by the Club Owner. There may be different due programs, such as a seven-day program, and a Monday through Friday program, each with a different due structures.
- 3.2 Personal Liability – For each of the above financial obligations, a member is personally liable to the Club up to and including the date on which a membership is terminated, and is liable for such other sums as a member may become indebted to pay to the Club without regard to the termination of membership. All outstanding financial obligations shall constitute a lien upon the membership until such obligations are paid in full.
- 3.3 Limitations on Liability – Members will not be personally liable for the debts of the Club or for any losses of the Club.
- 3.4 Other Obligations – On becoming a member of the Club, each person agrees to be bound by the terms and provisions of the Membership Rules and Regulations promulgated by Management.
- 3.5 Conduct of Members – Members shall at all times conduct themselves in a manner, which reflects the best interests of the Club. Conduct which is seriously detrimental to the best interests of the Club or its members shall be grounds for expulsion and or suspension.
- 3.7 All Membership Fees are due the 1st of every month and late by the 5th and subject to a \$25.00 late fee.



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Section IV

Amendment of Membership Rules & Regulations

4.1 Amendment – The Membership Rules & Regulations may be repealed, amended or new rules and regulations may be enacted at any time by the Club Owner and take effect from the same date posted or distributed to the members.

Section V

Policies

5.1 Schedule of Services – The clubhouse will be open daily, except Christmas Day. The hours of service in the Legends Grill Room, men’s and women’s locker rooms, snack bar, and lounges shall be determined by the Management and posted on the Club’s bulletin boards. The Management may, at their discretion, close or limit the course and grill from use by the members in order to conduct tournaments, team matches, special events, or golf course maintenance.

5.2 Conduct of Members – No member, non-member, or guest shall interfere with the management of the Club. The employees of the clubhouse, golf operation, and golf course maintenance are under the supervision of the respective department heads and no member or guest shall reprimand or discipline any such employee. All comments, suggestions, or complaints relating to the facilities service or employees of the Club shall be made in writing to the Management. Members, non-members, and guests shall at all times conduct themselves in a manner, which reflects the best interests of the Club. Conduct which is detrimental to the best interests of the Club or other members shall be grounds for expulsion and/or suspension.

5.3 Attire – Proper golf attire is required on the golf course and driving range at all times. Informal attire is permitted in the golf shop and grill room with the exception of tank tops, swimming trunks, or bathing suits. Steel spiked shoes are not permitted on the practice green or golf course.

5.4 Golf Carts – The Club will maintain and provide a fleet of golf carts for members, non-members, and guests. A cart rental agreement must be signed before a cart can be released for use. Only persons that are 18 years of age or older with a valid driver’s license are allowed to operate a golf cart. By acceptance of the use of a cart, the operators of a cart assume all responsibility for any damage caused to, or suffered by, any person or equipment arising out of the use of the cart. By acceptance of the use of the cart, the operator or operators thereof agree to indemnify the Club from and against any liability arising out of the operator’s use of said cart.



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5.5 Private Golf Carts – Club Members, in good standing, will be allowed to drive private carts on The Legends Golf Club property. Club Members must sign a waiver releasing The Legends Golf Club of any liability or damage caused by or to the Club Members' private golf carts while on The Legends Golf Club property.

5.6 Medical Leave - The Legends Golf Club understands that our members may develop medical conditions that require a physician's intervention. If the medical condition is severe enough that, in the opinion of the attending physician, playing golf is not allowed, we will allow the member to temporarily suspend his or her membership for the period recommended by the physician. Upon receipt of a letter from the physician, we will not charge the credit card account for the monthly membership dues. If and when the medical condition is resolved, we will again require a physician's letter stating the release date. The membership will once again become active and monthly charges will resume, which may subject to administration fees.

5.7 Resignation – A Member may resign at any time upon providing Club Management with thirty (30) days prior written notice, but resignation shall not be effective until the date that the Member's financial obligations to the Club have been settled. No refund or proration of any fees or dues will be made to any Member resigning from the Club. Resigning members remain liable for all dues and charges accrued up to the effective date of their resignation.



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Golf Course Recognized Holidays for 2019

During course recognized holidays, Weekday Members (Monday-Friday) may reserve tee times, but must pay the prevailing "Member Guest" weekend/holiday rate when registering in the golf shop. Members who belong to the 7 Day a week program, may reserve tee times and play at no additional charge.

New Year's Day

January 1st, 2019

Memorial Day

May 28th, 2019

Independence Day

July 4th, 2019

Labor Day

September 3rd, 2019

Thanksgiving (to include day after)

November 22nd – 23rd, 2019

Christmas Eve

December 24th, 2019

Christmas Day

December 25th, 2019 - Closed

Christmas/New Year's Holiday Week

December 26th 2019 – January 1st, 2020



The Legends Golf Club

You, as the primary “Member” and The Legends Golf Club agree to be bound by the terms and provisions of this Agreement and any additional rules, regulations, or policies posted or published by The Legends Golf Club.

MEMBER:

(Member) Signature

Printed Name

Date

THE LEGENDS GOLF CLUB:

Authorized Legends Golf Club Signature

Printed Name

Date

Membership Start Date: _____

Membership Expiration Date: _____



The Legends Golf Club

Member Full Name: _____

Spouse Name: _____ (if applicable)

Children's Name: _____ DOB: ____/____/____

Children's Name: _____ DOB: ____/____/____

Billing Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

Circle Membership Category and Payment Structure

Weekday Individual	a) Monthly Billing	\$320.25 for 2019 calendar year
	Yearly Cost	\$3843.00 per year

Weekday Family	a) Monthly Billing	\$425.25 for 2019 calendar year
	Yearly Cost	\$5103.00 per year

7 Days Individual	a) Monthly Billing	\$399.00 for 2019 calendar year
	Yearly Cost	\$4788.00 per year

7 Days Family	a) Monthly Billing	\$477.75 for 2019 calendar year
	Yearly Cost	\$5733.00 per year

All Membership pricing is based on continual month to month billing agreement for the year 2016: beginning January 1, 2019 and ending December 31, 2019.

Signature: _____

Printed Name; _____



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The Legends Golf Club Management requires all Members to keep an active major credit card number and billing information on file. By agreeing to the terms and provisions, you are authorizing the Club to bill the credit card number on file, on the 1st of every month in accordance to the contractual terms, a monthly billing agreement for the year 2019.

Membership Start Date: _____

Membership End Date: December 31, 2019

Credit Card Type: ___ Visa ___ American Express ___ Master Card ___ Discover

Name on Card: _____

Credit Card Number: _____

Expiration Date: _____

Security Code: _____

Billing Address: _____

City: _____ State: _____ Zip: _____