

*Achasta*

THE CLUB AT ACHASTA

NON-RESIDENT  
MEMBERSHIP AGREEMENT

<b>I. INFORMATION</b>					
<b>PERSONAL</b>					
Applicant's Name					
Social Security Number				Birth Date	
Spouse's Name				Birth Date	
Social Security Number				Married <input type="checkbox"/> Yes <input type="checkbox"/> No	
Primary/Current Address (current mailing address)					
City		State		Zip	
Telephone: Local Residence ( )		Telephone: Primary ( )			
E-mail Address		Cell Number ( )			
<input type="checkbox"/> Check here if you do not want to be included in the directory					
<b>EMPLOYMENT</b>					
Applicant's Employer				Title	
Work Address					
Telephone ( )		Years in Present Employment		<input type="checkbox"/> Retired	
Fax Number ( )		E-mail Address			
Spouse's Employer				Title	
Spouse's Work Address					
Telephone ( )		Years in Present Employment		<input type="checkbox"/> Retired	
Fax Number ( )		E-mail Address			

**II. MEMBERSHIP AGREEMENT**

I acknowledge that The Club at Achasta (the “Club”) is offering memberships pursuant to a

<b>BANKING RELATIONS</b>			
1. Name of Institution		Address	
Officer to Contact		Telephone	( )
2. Name of Institution		Address	
Officer to Contact		Telephone	( )

Membership Plan and Rules and Regulations dated May 2023 (collectively, the “Membership Documents”). I agree to be bound by the terms and conditions of the Membership Documents, as amended from time to time, and irrevocably agree to fully substitute the membership privileges acquired pursuant to the Membership Documents for any present or prior rights in or to use of the Club Facilities or related to the Prior Club (as defined in the Membership Documents.)

**III. PURCHASE OF MEMBERSHIP**

I hereby apply for the following category of non-resident membership in the Club and agree to the terms as listed below, initiation fee for members electing to pay initiation fees will be paid up front:

<u>Membership Category</u>	<u>Membership Initiation Fee</u>	<u>Dues Option</u>
<input type="checkbox"/> Corporate Membership	WAIVED	Corporate: \$1500/mo
or		
<input type="checkbox"/> Corporate Membership	\$15,000	Corporate: \$970/mo
<input type="checkbox"/> Golf Membership	WAIVED	Family: \$635/mo
		Couple: \$605/mo
		Single: \$580/mo
or		
<input type="checkbox"/> Golf Membership	\$10,000	Family: \$490/mo
		Couple: \$465/mo
		Single: \$445/mo

or

Social Membership                      \$8,000    Social:    \$249

Membership is contingent upon approval by the Club, which approval shall be at its discretion. Upon signing this Agreement, I authorize the disclosure and release of information to the Club for investigating my qualifications for membership, including my credit history, and agree to hold the Club harmless from any and all such acts.

I agree to pay my membership initiation fee (if applicable) of \$\_\_\_\_\_ in full as of the date of approval. A check made payable to Achasta Golf Club in the required amount is submitted with this Membership Agreement.

All property owners in the Achasta residential community (the "Community") who acquire their property on or after July 1, 2007, are required to apply for membership in the Club and if accepted for membership, each property owner must acquire a membership in the Club for each property owned in the Community, subject to the provisions of the Membership Documents. Upon purchase of their property, owners will be required to acquire a Social Membership in the Club and maintain the membership in good standing as long as they own their property.

I hereby acknowledge that if I do not apply for a Golf Membership, if offered by the Club, and pay the membership initiation fee by the date of closing on my residence or home-site, a Golf Membership will not be available in the future for myself or the subsequent purchasers of my residence or home-site unless otherwise determined by the Club in its sole discretion as described in the Membership Plan under the heading "Golf Membership Availability and Upgrade of Membership".

#### **IV. DUES**

I hereby agree to pay to the Club the membership dues and any fees and charges, including any applicable sales tax, or other taxes, for my membership and dues option set forth below selected. The current amount of dues for each membership category is described on a separate Schedule of Dues and is subject to change.

In the event that any amounts owed to the Club are not paid on a timely basis, I understand that I may be charged a late payment charge in accordance with the Rules and Regulations.

#### **V. REFUND OF MEMBERSHIP INITIATION FEES**

Membership initiation refunds will not be offered upon termination or cancelation of your Golf or Social Membership.

#### **VI. ACKNOWLEDGEMENT**

I hereby acknowledge the following. Membership in the Club permits the member to use the Club Facilities in accordance with the Membership Documents. Membership in the Club is not an investment in the Company or the Club Facilities and does not give a member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a member with an equity or ownership interest or any other property interest in the Company or the Club Facilities. A member only acquires a revocable license to use the Club Facilities in accordance with the terms and

conditions of the Membership Documents, as the same may be amended from time to time, and this Membership Agreement. All rights and privileges of members under the Membership Documents and this Membership Agreement are subordinate to the lien of any mortgage encumbering the Club Facilities from time to time.

The Club reserves the right, in its sole discretion, to terminate or modify the Membership Documents, to reserve memberships, to merge the Club with another club, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify or terminate any type, category or class of membership, to discontinue operation of any or all of the Club Facilities, to convert the Club into a member owned club and to make any other changes in the terms and conditions of membership or in the Club Facilities available for use by members.

I hereby acknowledge that the use of the Club Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. I hereby accept any and all risk of injury to myself, my guests and my family sustained while using the Club Facilities or while involved in any event or activity incident to membership in the Club. I agree to release and hold Kingwood Dahlenega International Resort LLC (the "Company") doing business as the Club, any manager of the Club Facilities, their affiliates, their successors and assigns and their respective directors, officers, partners, members, shareholders, employees, representatives and agents and the members of the advisory Board of Governors of the Club and any Club committee harmless in accordance with the provisions of the Rules and Regulations of the Club.

## VII. GENERAL

This Membership Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Georgia without giving effect to principles of conflicts of law.

All information contained within this Membership Agreement will be kept confidential by the Club and/or the Company, except in the ordinary course of Club operations or as required by law.

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Applicant's Name:

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Applicant's Signature

Dated: \_\_\_\_\_

This Membership Agreement is not binding until all parties have signed:

ACCEPTED BY:

Achasta Golf Club

Kingwood Dahlenega International Resort, LLC

Authorized Representative:

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Name:

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Signature:

Dated: \_\_\_\_\_

ACHASTA  
639 Birch River Drive  
Dahlonega, GA 30533  
(706) 867-4014