

## MEMBERSHIP AGREEMENT

By this Membership Agreement (the "Agreement"), executed as of the \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between BLACKTHORN OPERATING GROUP ("BOG"), an Indiana limited liability company and \_\_\_\_\_ ("MEMBER").

In exchange for valuable consideration, and the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **MEMBERSHIP:** BOG hereby grants MEMBER membership rights in and to the BOG's courses, subject to the terms and conditions set forth herein and such other rules and regulations as BOG may from time to time promulgate.
2. **MEMBERSHIP CLASSIFICATION:** Annual Dues, as currently established are payable as set out herein. MEMBER and MEMBER'S family shall have the right to use BOG facilities dependent on the following membership classifications: Please initial your selection below.

\_\_\_\_\_ All-Inclusive Silver Member – See Benefits in Exhibit A    \$ \_\_\_\_\_

\_\_\_\_\_ All-Inclusive Gold Member – See Benefits in Exhibit A    \$ \_\_\_\_\_

\_\_\_\_\_ Additional Family Members – See Exhibit A    \$ \_\_\_\_\_

For purposes of the MEMBERSHIP CLASSIFICATION, "family" is defined as MEMBER and MEMBER'S spouse and children through the age of 18 who reside at the same address as MEMBER. Children between age 19 and 23 may be included in the "family" if currently enrolled as a full-time student.

In the event that MEMBER'S marital or family status should change during the term of the contract as, defined in Paragraph 5, such that MEMBER seeks to provide or cease to provide BOG privileges to other persons in his family, MEMBER agrees to amend in writing the existing contract membership option, including any increase or decrease in dues, as applicable, to allow or cease to allow such BOG privileges.

3. **PAYMENT:** In exchange for the membership rights and MEMBER'S timely acceptance of the offer to membership, BOG hereby allows member the revocable privilege of paying MEMBER'S \$ \_\_\_\_\_ annual non-refundable dues in accordance with the terms of this Agreement. MEMBER's failure, at any time, to promptly comply with his obligations hereunder shall entitle BOG, without notice to MEMBER, to immediate payment of the entire outstanding annual dues. MEMBER shall promptly pay dues, as set forth in paragraph 3, and charges as billed monthly (Only All-Inclusive Gold Members may charge to an account). Dues and charges shall be paid only by bank draft or credit card draft. To facilitate the draft process, MEMBER shall promptly provide the BOG with all necessary information to allow drafts against an active, solvent account in good standing with either bank or credit card provider, as applicable. In the event that MEMBER fails to pay any such installment when due, whether said failure be due to lack of sufficient funds, overdrawn credit line, or otherwise, BOG shall have the right to accelerate the remaining installments for the entire term of the contract without notice or demand and declare all remaining dues and any current and outstanding charges immediately due and payable by cash or money order. BOG failure to accelerate installments for any default shall not act as a waiver of BOG'S right to do so for any subsequent default.
4. **BOG RULES & REGULATIONS:** MEMBER agrees for himself or herself and those gaining privileges through him or her to exercise said privileges in compliance with the rules and regulations established by BOG from time to time.





5. **TERM:** This contract shall remain in effect until December 1, 2019 (The “Initial Term”). BOG retains the right to terminate this membership at any time for nonpayment of dues or any other amounts past due for thirty (30) days of their due date, or for willful or repeated infractions of the rules and regulations, and to pursue all other remedies provided at law or equity.
6. **ASSIGNMENT OR TRANSFER OF MEMBERSHIP:** It is agreed that the membership shall be non-transferable and non-assignable.
7. **GUEST PRIVILEGES:** MEMBER agrees that all guests shall be required to pay fees for privileges. MEMBER further agrees that guest play is a privilege and that said privilege may be revoked at any time in the sole discretion of BOG should BOG determine that a guest and/or MEMBER is misusing such privilege.
8. **PERSONAL AND PROPERTY DAMAGE:** MEMBER agrees to be responsible for any Personal injury to self or others caused by MEMBER or those gaining privileges through MEMBER while on BOG premises and while using BOG facilities and equipment and agrees to indemnify and hold BOG harmless for any such personal injury caused by MEMBER, MEMBER’S spouse, family, or guest. In addition, MEMBER agrees to be responsible for any property damage to BOG premises, facilities, or equipment or property of other individuals or entities caused by MEMBER or those gaining privileges through MEMBER while on BOG premises and while using BOG facilities and equipment. MEMBER further agrees to hold BOG harmless for any such property damage caused by MEMBER, MEMBER’s spouse, family, or guest, other than those caused by normal or ordinary use of premises, facilities or equipment as determined by BOG. MEMBER agrees that BOG shall not be liable for any property damage or personal injuries which may be experienced by the MEMBER, or those gaining privileges through him or her while using BOG facilities or equipment and MEMBER hereby indemnifies and holds harmless BOG from any such property damage or personal injury caused by MEMBER, or those gaining privileges through him or her while using BOG facilities or equipment.
9. **OTHER USES:** The BOG reserves the right to use of all facilities for tournaments at any time without notice to MEMBER. In addition, the BOG reserves the right to allow use of the facilities for special events at any time without notice to MEMBER. The BOG also reserves the right to make available tee times to the public based upon availability.
10. **DEBTS AND LIABILITIES:** No MEMBER shall be responsible for any indebtedness of the BOG under the terms of this contract, and BOG agrees to hold MEMBER harmless from any claim for such indebtedness.
11. **COLLECTION REMEDIES:** In the event that BOG must resort to its remedies at law or equity to collect amounts due, MEMBER agrees to pay all costs of collection or litigation, together with a reasonable attorney’s fee.
12. **MERGER CLAUSE:** If any provision of this Agreement is held invalid, unenforceable or void for any reason, the remaining provisions of this Agreement are not affected, said provisions being severable.
13. **BINDING EFFECT:** This contract shall inure to the benefit of, and shall be binding upon, the parties hereto, their heirs, personal representatives, and assigns and shall be interpreted under the laws of the State of Indiana.

This Membership does not provide any ownership or equity interest in BLACKTHORN OPERATING GROUP, BLACKTHORN GOLF CLUB or SIGNAL POINT BY BLACKTHORN. Membership provides only a license to use the premises of BOG revocable in accordance with the terms of this Agreement. Membership does not provide any vested or prescriptive rights or easement to use BLACKTHORN GOLF CLUB or SIGNAL POINT BY BLACKTHORN. Members have no rights or obligation to be involved in the operation or management of BLACKTHORN GOLF CLUB or SIGNAL POINT BY BLACKTHORN.

BOG RESERVES THE RIGHT TO AMEND ANY OR ALL PROVISIONS OF THIS MEMBERSHIP CERTIFICATE WITHOUT NOTICE TO ITS MEMBERS. BOG further reserves the right to abolish any and all Memberships or Membership agreements at its sole discretion and shall only be obligated to return to Member any prepaid membership dues, without penalty or interest. Upon termination or rescission of any or all Membership agreements or Memberships, any rights granted under this certificate and such memberships shall automatically terminate and thereafter be null and void. BOG further reserves the right to discontinue operation of the golf BOG or to sell, transfer, assign or otherwise dispose of the golf BOG at its sole discretion.





IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

**Member Signature:** \_\_\_\_\_

**MEMBER INFORMATION**

**Member Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone (Day/Night):** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Birthday (Month/Day):** \_\_\_\_\_

**Spouse's Name:** \_\_\_\_\_

**Spouse's Birthday (Month/Day):** \_\_\_\_\_

**Child's Name:** \_\_\_\_\_

**Child's Birthday (Month/Day):** \_\_\_\_\_

**Child's Name:** \_\_\_\_\_

**Child's Birthday (Month/Day):** \_\_\_\_\_

**Child's Name:** \_\_\_\_\_

**Child's Birthday (Month/Day):** \_\_\_\_\_

**Child's Name:** \_\_\_\_\_

**Child's Birthday (Month/Day):** \_\_\_\_\_



## EXHIBIT A



**BLACKTHORN**  
OPERATING GROUP

# 2019 MEMBERSHIP BENEFITS

**KEY:** Blackthorn Golf Club = BGC; Signal Point by Blackthorn = SP  
Blackthorn Topgolf Swing Suite = BTGSS

<i>Benefits</i>	<i>Blackthorn Card</i>	<i>Blackthorn Plus Card</i>	<i>All-Inclusive Silver</i>	<i>All-Inclusive Gold</i>
Full Rate	\$99	\$199	\$1,995	\$2,795
Holiday Rate (Now through 12/24/18)	\$79	\$179	\$1,795	\$2,595
Additional Family Member (cost per person)	N/A	N/A	\$500	\$500
Additional Family Member Under 18 (cost per person)	N/A	N/A	\$250	\$250
Unlimited Green & Cart Fees at BGC & SP	N/A	N/A	M-F / After 11am Sat & Sun / No ND Football	Monday - Sunday
Access to SP	Restricted	Unrestricted	Unrestricted	Unrestricted
Rate to play SP (anytime)	N/A	N/A	\$20	No Fee
\$ off Rack Rate at BGC & SP	\$20	\$25	N/A	N/A
Monday & Tuesday Deal	\$32	\$25	N/A	N/A
Rate Prior to May 1 at SP	\$32	\$25	N/A	N/A
Rate Prior to May 1 at BGC	N/A	\$25	N/A	N/A
Rate After October 1 at SP	\$32	\$25	N/A	N/A
Rate After October 1 at BGC	N/A	\$25	N/A	N/A
Rate After 2PM at BGC & SP	\$32	\$25	N/A	N/A
Advance Booking	14 days	30 days	30 days	30 days
Charging Privileges at BGC, SP & BTGSS	N/A	N/A	N/A	Yes with CC
Food & Beverage Credit (May - October)	N/A	N/A	N/A	\$25 per month
Simulator Discounts (Monday - Thursday)	\$10 / \$20	\$10 / \$20	\$10 / \$20	\$10 / \$20
Range Ball Discount	\$2	50%	50%	No fee
Pro Shop Discount	10%	15%	20%	20%
Pro Shop Credit at BGC or SP	N/A	N/A	N/A	\$50
Golf Lesson Discount	\$10	\$25	50%	50%
Complimentary Golf Lesson	N/A	N/A	N/A	1 per month
Personal Locker at Both Courses	N/A	N/A	\$100	Yes
Access to Exclusive Events at Signal Point	N/A	Yes	Yes	Yes
Discount on Venue Rentals	N/A	Yes	Yes	Yes
Quarterly Payment Plan	N/A	N/A	N/A	Yes