

EAGLE CREEK COUNTRY CLUB, INC.
990 Crittenden Mt. Zion Road,
Dry Ridge, Kentucky 41035
(859) 428-1772

CONTRACT

MEMBER / NEW MEMBER INCENTIVE PROGRAM

This Contract is made by and between Eagle Creek Country Club, Inc., hereinafter referred to as ECCC and _____ who is currently a Member of ECCC, and

_____, who wishes to become a New Member of ECCC, who are collectively referred to hereinafter as MEMBERS, unless otherwise indicated, on the date listed below.

That for and in consideration of the participation of MEMBERS in the MEMBER / MEW MEMBER INCENTIVE PROGRAM of ECCC as set out herein, and the benefits therefrom to the parties, the sufficiency of which is hereby acknowledged by all parties, it is agreed as follows:

1. That MEMBERS shall each pay \$1,200.00 for their membership for one year, being \$100.00 each in dues per month, or quarterly or yearly at the same rate if they so choose, for their memberships in ECCC instead of the regular dues of \$1,500.00 each, for a period of twelve (12) months beginning with the month of _____. Said payments shall be paid by monthly automatic bank withdrawal or by quarterly or annual payment if they so choose. After the twelve (12) months, both MEMBERS shall revert to dues of \$1,500.00 or the then standard membership dues on whatever payment schedule they choose.

2. The new member shall not be required to pay the normal membership certificate fee of \$200.00 at this time. However, it shall be paid at the conclusion of this Contract.

3. That the Member, by his/her/their signatures below, does hereby confirm that they have been a member of ECCC prior to the date of the notice announcing this Program.

4. The New Member, by his/her/their signature below, does hereby confirm that they have not been a member of Eagle Creek Country Club, Inc. for a period one (1) year prior to the date of this Contract.

5. If either of the MEMBERS fails to pay the aforesaid reduced monthly payments as stated in paragraph 1, then BOTH MEMBERS shall pay the difference between the payments permitted herein and the regular dues amount from the date of this contract forward **as if this contract never existed**. The non-

defaulting member's lack of knowledge of or agreement with the defaulting member's nonpayment shall not relieve that non-defaulting member from this additional dues payment for his/her/their membership.

6. All parties hereto agree that venue for any collection action or other litigation arising from this contract against either MEMBER or involving ECCC regardless of the county of residence of the MEMBER, if such action becomes necessary, shall be in the state courts of Grant County and MEMBERS waive any conflicting statutory provisions.

7. If any court action is necessary hereunder, the parties agree that the prevailing party shall be entitled to collect costs of collection and litigation, including all court costs, process or service fees, and reasonable attorney's fees incurred.

8. This document contains the entire agreement between the parties regarding the ECCC Member / Mew Member Incentive Program and their relative rights and duties thereunder.

So agreed this _____ day of _____, 20_____.

Eagle Creek Country Club, Inc. By_____

MEMBER

NEW MEMBER

MEMBER

NEW MEMBER

Prepared by:
THE LAW OFFICES OF STEPHEN L. BATES II, PLLC:

BY:_____
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