

DESERT FALLS COUNTRY CLUB

1111 Desert Falls Pkwy, Palm Desert, CA 92211 | (760) 340-5646

ANNUAL GOLF MEMBERSHIP AGREEMENT

Membership Year: November 1, 2026 – October 31, 2027

IMPORTANT: This is a binding one-year financial commitment. Selecting monthly payments is a payment plan only and does not create a month-to-month membership or a right to cancel the remaining annual obligation.

1. MEMBER INFORMATION

Primary Member:	_____
Spouse / Equivalent Other:	Couple members must reside together.
Address:	_____
Phone / Email:	_____

2. MEMBERSHIP SELECTION AND ANNUAL OBLIGATION

Please select one membership category. Rates are based on the prior Club schedule provided.

Select	Category	Annual Dues	Monthly Plan	Initiation Fee*
☐	Single	\$6,996	\$583 × 12	\$1,000
☐	Couple	\$10,200	\$850 × 12	\$2,000
☐	Young Executive – Single	\$5,796	\$483 × 12	As applicable
☐	Young Executive – Couple	\$8,004	\$667 × 12	As applicable

*Initiation fee applies to new members as stated in the Club's prior schedule. Young Executive members must be age 55 or under.

3. PAYMENT ELECTION

Choose one: ☐ Annual Payment in Full ☐ Monthly Installment Plan

Annual Payment: Annual dues and applicable initiation/optional fees are due before the membership year begins unless the Club approves another written due date.

Monthly Installment Plan: The annual dues are divided into 12 monthly installments. Each installment is due on the 1st day of each month. The entire annual amount remains a fixed contractual obligation even if the member resigns, relocates, does not use the Club, or has privileges suspended or terminated for cause.

4. REQUIRED PAYMENT METHOD / AUTHORIZATION

Member must maintain a valid credit card and/or ACH/bank draft authorization on file at all times. Member authorizes the Club to charge the payment method on file for scheduled dues, initiation fees, optional fees, member-account purchases, late charges, returned-payment charges, and other amounts properly due under this Agreement.

If a payment method expires, is declined, is closed, or otherwise fails, Member must provide a replacement payment method immediately. Failure of an automatic payment does not postpone or eliminate the underlying payment obligation.

A 3.00% credit-card surcharge may be assessed where permitted by applicable law and card-network rules. A \$30.00 fee applies to each returned check, dishonored check, rejected ACH, or returned payment, subject to applicable law.

5. DELINQUENCY, DEFAULT, SUSPENSION AND COLLECTION

- An account is delinquent when any required installment, fee, charge, or other amount due remains unpaid five (5) days after its stated due date.
- A \$25.00 DELINQUENCY FEE will be assessed for EACH delinquent installment. The \$25.00 fee is separate from and in addition to the unpaid installment and any returned-payment charge permitted under this Agreement.
- PAYMENT DEFAULT: A Member is in payment default if any required installment or other amount remains unpaid after the applicable due date and five (5)-day delinquency period, if an automatic payment is declined or reversed and not promptly cured, or if the Member fails to maintain a valid authorized payment method on file.
- Upon payment default, the Club may immediately suspend golf, tee-time booking, charging, dining, event, driving-range, storage, cart, guest, discount, and all other membership privileges until ALL past-due installments, delinquency fees, returned-payment fees, and other outstanding charges are paid in full.
- Suspension of membership privileges DOES NOT suspend, postpone, reduce, extend, or cancel the Member's annual financial obligation. Monthly installments will continue to become due during any suspension or period in which the Member does not use the Club.

- If a payment default remains uncured for fifteen (15) days after written or electronic notice, the Club may terminate the membership and, to the extent permitted by applicable law, declare the entire remaining unpaid balance of the annual membership obligation immediately due and payable.
- Member is responsible for reasonable collection costs and, where permitted by law, reasonable attorneys' fees and court costs incurred to collect amounts lawfully due.
- Termination, resignation, non-use, inability to play, medical leave, or suspension for default does not waive any amount already due or any remaining annual contractual obligation, except to the extent required by applicable law.

6. NON-CANCELLATION / NO REFUND / NON-TRANSFERABILITY

NO TERM ALLOWANCE, EXTENSION, CREDIT, FREEZE, SUSPENSION, REFUND, PRORATION OR MODIFICATION WILL BE GRANTED because a Member is unable or chooses not to play or use the Club for any reason, including without limitation illness, injury, medical condition, medical leave, surgery, rehabilitation, disability, pregnancy, family or personal emergency, work obligations, travel, vacation, relocation, seasonal absence, weather, scheduling conflicts, financial hardship, loss of playing partner, or any other voluntary or involuntary absence or circumstance. The Member remains responsible for the full annual membership obligation and all scheduled installments for the entire one-year term, regardless of actual use of the Club. Membership is non-refundable and non-transferable. No oral statement or accommodation by any employee changes these terms. Any exception is valid only if required by applicable law or expressly approved in a separate written agreement signed by authorized Club management. Membership confers no ownership, equity, proprietary, voting, or future renewal right in the Club.

7. CLUB PRIVILEGES AND OPTIONAL FEES

Included / Member Benefit	Prior Schedule
Advance tee-time booking	14 days
Member guest fee	20% off
Pro Shop soft goods	15% off
Food & Beverage	10% off
Annual Cart Rental	Single \$845 / Couple \$1,050
Annual Trail Fee	Single \$700 / Couple \$895
Annual Club Storage	Single \$200 / Couple \$350
Annual Pull Cart Storage	Single \$100 / Couple \$250

Men's and Women's Golf Association dues are separate and payable directly to those organizations. Club privileges, hours, programs, events, course access and operational procedures remain subject to Club rules, closures, maintenance, safety requirements and management directives.

8. MEMBER ACCOUNT / GUEST RESPONSIBILITY

Member is responsible for all authorized charges placed on the membership account and for the conduct of Member's family and guests. Member, family members, and guests must at all times treat Club management, employees, contractors, other members, guests, and visitors with courtesy and respect. Harassment, threats, intimidation, abusive or profane language, discrimination, fighting, disruptive behavior, repeated unreasonable interference with staff, or conduct that creates an unsafe, hostile, or materially disruptive environment is prohibited. Members must follow reasonable instructions of Club management and staff.

8A. PROTECTION OF CLUB PROPERTY

Member, family members, and guests must use the golf course, carts, driving range, clubhouse, furnishings, equipment, locker/storage areas, landscaping, fixtures, and all other Club property responsibly and only for their intended purposes. Member is financially responsible, to the extent permitted by law, for loss or damage caused by the intentional misconduct, negligence, misuse, or rule violations of Member or Member's guests. The Club may charge documented repair, replacement, cleanup, or other reasonable costs to the Member's account after notice.

8B. DISCIPLINE FOR MISCONDUCT

Violation of Club rules, abusive or threatening conduct toward staff or other members, intentional damage to Club property, unsafe conduct, fraud, theft, or other serious misconduct may result in a warning, restriction, immediate suspension, or termination of membership privileges as reasonably determined by Club management, subject to applicable law. Suspension or termination for Member misconduct does not create a refund, credit, extension, freeze, or cancellation of the Member's annual financial obligation.

9. ASSUMPTION OF RISK

Member understands that golf and use of Club facilities involve inherent and other risks, including risks associated with golf balls and clubs, uneven terrain, slips and falls, golf carts and other vehicles, weather, water features, recreational activities, equipment, and the acts of other persons. Member voluntarily assumes risks inherent in participation and use of the Club by Member and Member's guests. To the fullest extent permitted by California law, Member agrees not to hold the Club, its owners, officers, directors, managers, employees, agents, and affiliates responsible for injury, loss, or property damage

arising from risks inherent in Club activities or from Member's or Member's guests' own acts or omissions. Nothing in this Agreement releases, waives, or limits liability that cannot lawfully be released or waived, including liability to the extent caused by conduct for which California law prohibits contractual exculpation.

10. CHARGEBACKS AND PAYMENT DISPUTES

Member agrees to contact the Club promptly regarding any billing question before initiating a payment dispute. A chargeback does not itself cancel the membership or eliminate a valid contractual balance. The Club may suspend charging privileges and membership privileges while a disputed, reversed, or unpaid amount remains outstanding, subject to applicable law.

11. CLUB APPROVAL; RULES; CHANGES

Membership is subject to Club approval. The Club may adopt and reasonably amend rules, policies, hours, reservation procedures, operating directives and member-account procedures. No employee or representative may modify the financial terms of this Agreement by oral statement. Any waiver or modification of the annual dues obligation must be in writing and signed by authorized Club management.

12. NOTICES

Member consents to receive membership, billing, delinquency and operational notices at the mailing address, email address and/or mobile number provided to the Club. Member is responsible for keeping contact information current.

13. GOVERNING LAW / SEVERABILITY / ENTIRE AGREEMENT

This Agreement is governed by California law. If any provision is held unenforceable, the remaining provisions remain in effect to the fullest extent permitted by law. This Agreement, the selected membership schedule, payment authorization, and incorporated Club rules constitute the entire membership agreement and supersede prior oral statements concerning the same membership term.

14. ACKNOWLEDGMENT AND SIGNATURES

BY SIGNING BELOW, MEMBER ACKNOWLEDGES: I have read and understand this Agreement; I understand that this is a one-year financial commitment; monthly billing is only an installment method; my resignation or non-use does not automatically cancel the unpaid annual balance; and I authorize charges to my payment method on file as provided above.

Primary Member Signature: _____	Date: _____
Printed Name: _____	Member No.: _____
Spouse/Equivalent Signature: _____	Date: _____
Club Approval: _____	Date: _____

PAYMENT AUTHORIZATION

Payment Type	☐ Credit Card ☐ ACH / Bank Draft
Name on Account	_____
Last Four Digits	_____ Expiration: _____
Billing ZIP	_____
Authorization Signature	_____ Date: _____

Club-use note: This form is intended as a protective membership contract template. California counsel should review collection, acceleration, surcharge, release/waiver and consumer-law provisions before final adoption.