



**2016/2017 Premier Player Discount Card Holders Application and Agreement**

(Please print clearly)

**Today's Date:** \_\_\_\_\_ **New Application** \_\_\_\_\_ or **Renewal Application** \_\_\_\_\_

**FULL NAME** \_\_\_\_\_ **EMAIL ADDRESS** \_\_\_\_\_

**LOCAL MAILING ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_ **CONTACT PHONE#:** \_\_\_\_\_

**OFF SEASON MAILING ADDRESS (If different from above)** \_\_\_\_\_

**CITY/STATE/ZIP/Postal Code:** \_\_\_\_\_

The following are the rules and regulations governing use of the Indian Canyons Golf Resort (the "Club") by discount cardholders and their guests under the Clubs Premium Player Discount Cardholders Program. These rules and regulations replace and supersede all prior rules and regulations and all other cardholder agreements that may have been implemented in the past. Such prior agreements are no longer valid and are not binding on Management. The undersigned hereby agrees to be bound by the terms of the Rules and Regulations contained in this document as they may be amended by Management in its sole discretion.

**Applicants Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print name** \_\_\_\_\_

**Golf Club Management, Nature of Cardholder Program**

Indian Canyons Golf Resort is owned by Agua Caliente Band of Cahuilla Indians (Hereafter referred to as "Owners").

As the operator of the Club, Management retains the right to decide all issues regarding operation and management of the Club including but not limited to the booking of tee times and reservations of the golf course by groups and tournaments. Management also reserves discretion to implement, revise, restrict or otherwise control all aspects of the sale and/or benefits of Discount Cards and the benefits that Management grants holders of those Discount Cards. Management may change, alter, or discontinue the sale of Discount Cards at its discretion, except that it will not change the benefits or dues of a Cardholder during an annual contract period. Management reserves the right to permit public play at the Club.

The Cardholder obtains non-equity, non-participatory right to use the Club and obtains no rights, benefits or responsibilities with regard to the ownership or operation of the club or the Discount Cardholders Program other than those expressly stated with regard to the benefits included in the Discount Cardholders Program purchased. The Cardholder is the person obligated for the payment of all fees, dues, fines and charges. Discount Cards and guest passes are not transferable. Management reserves the right to refuse the sale of a Discount Card to any person or party.

### **Tee Times and Cancellation Policy**

The Cardholder may book and play up to five (5) days in advance of their tee time only to get the discount rate. Bookings six (6) or more days from the date of play may be made but regular rack rates will apply. (This includes if you join another group that has booked more than five days in advance.) Cardholders are responsible to show up for all reserved tee times or call at least 24 hours in advance to cancel or change. Failure to show up or cancel 24 hours in advance will result in a \$50.00 No Show fee being charged for each slot reserved to the cardholder making the reservation. If you refuse to play with any other golfers that are assigned the same tee time as you for any reason and you do not accept another available spot that we offer, will result in a return of your green fees paid and a \$50.00 No Show fee being charged for each slot reserved to the cardholder making the reservation. Any Cardholder found to have not shown up for more than three reserved tee times will automatically forfeit his or her rights as a Discount Cardholder. No refunds or credits will be given back to cardholder. A cancellation number can be provided anytime you call to cancel or change a reservation. Request and save this number, you must provide it if there is a dispute involving a cancellation or no show charge.

### **Suspension**

Management has the absolute right to suspend for a definite or indefinite time, the Cardholders privileges of any Cardholder who Management finds has violated any rule, regulation or policy established in the rules and regulations contained in this document (or otherwise established by Management for the operation of the Club). Any behavior that is disruptive to the operation of the Club may result in suspension. A suspension may be lifted by Management, in its sole discretion, upon receipt of evidence that any rule, regulation and/or policy violation committed has been remedied and/or any offensive behavior will not be repeated. Such suspension removal may require the Cardholder to agree to certain terms and conditions, and/or pay certain fines or penalties, or comply with other appropriate requirements which shall be determined in the sole and absolute discretion of Management.

### **Revocation**

A Discount Card may be revoked and the rights of any person or persons entitled to privileges under that Card may be terminated for any of the following reasons:

Commission of any felony or misdemeanor.

Willful destruction or theft of the Clubs or customer property.

Physical or gross verbal abuse of staff or customers.

Continued and/or repeated violations of any rules or policies.

Conduct which seriously detracts from Managements absolute right to manage the Club and preserve its financial integrity.

No refunds or credits will be given back to cardholder.

### **Rules Relating to Cardholder Conduct**

Each Cardholder agrees to abide by all the rules and regulations established by Management relating to the conduct of Cardholders, their guests and other customers of the Club. Said rules may include, without limitation, rules regarding proper conduct, dress code and golf etiquette. Safe cart operation is the sole responsibility of the Cardholder. The Cardholder will be financially responsible for any damage to the cart or other property.

**I have read, understand and agree to abide by the rules, regulations and policies stated above in the “Golf Club Management, Nature of Cardholder Program”, “Tee Times and Cancellation Policy”, “Suspension”, “Revocation”, and Rules Relating to Cardholder Conduct” sections of this agreement.**

X

Dated \_\_\_\_\_

## **Sale or Closure of Golf Club**

The Owners of the golf course retain the right to sell, close or otherwise transfer operation of the Club and all of its facilities to another party at its sole discretion. The Owner is not required to give notice of any such sale, closure or transfer, or to request or obtain approval of any such sale, closure or transfer from the Cardholders.

No person is authorized to make any representations or purport to enlarge upon the information contained in this document. If you receive any representation other than what is written here, please notify the Club General Manager in writing.

## **Card Term**

This Card is valid for one year from the date of purchase as identified on this agreement and on the Discount Card. Discount card holder renewals: Card is valid for one year from date of expiration date on previous year's card if purchased prior to the original cards expiration date.

## **Acknowledgement of Benefits**

At the time of purchase each Cardholder is given a list of Cardholder Benefits. The benefits layout the terms and conditions under which this program is being sold. It is the responsibility of the Cardholder to read these benefits carefully before signing this agreement. By signing this agreement the Cardholder is not only agreeing to the rules, regulations and terms set forth but also acknowledging that they have read, understood, and accepted the benefits as they were presented.

## **General Rules and Regulations of Indian Canyons Golf Resort**

### **Indian Canyons Golf Resort Dress Code** **(On the course and all practice facilities.)**

MEN - Slacks and shirts with collars or turtlenecks or mock turtlenecks required. Shorts (17" or longer from waist) are permitted.

WOMEN - Shorts, skorts, slacks, or golf skirts are required. Sleeveless tops must have a collar or high neck. Not permitted: jumpsuits; undershirts; denim; jogging suits; sweat pants; swim suits, spandex body suits; bicycle or short shorts; T-shirts, tank tops, halters, tube tops, or other extreme cut away tops. Athletic shoes are required, no steel spikes please. High heels are not permitted on the Course or practice areas at any time.

Shirts and shoes must be worn at all times.

Please wear appropriate golf apparel in good taste. All clothing is subject to management interpretation.

No outside food or beverage is permitted at any time. No personal coolers are permitted.

Golf carts must be returned to the clubhouse no later than dusk unless instructed otherwise by the golf shop staff. Carts must remain on the cart paths on all par 3's. The 90 degree rule applies all year long unless instructed otherwise by the golf shop staff. Golf carts are not allowed in the desert-scape areas. However, you may play out from these areas.

Maintain the pace of play with the group ahead of you. Observe proper golf etiquette on the course at all times. Repair your ball marks on the greens and be sure to fill your divots with sand and seed provided.

**Highlights of the Benefits**

1. The First round at the SOUTH course after the Discount Card is purchased will be FREE for the cardholder
2. The First round at the NORTH course after the Discount Card is purchased will be FREE for the cardholder.
3. Card holder will receive a pass for eight guest rounds of golf at \$5.00 over the card holder's discount rate not including the free round or cardholders discounted rounds. The guest rounds may be used any time of the year while the Cardholders discount card is valid. The card holder must be playing with the guest.
4. Card holder will receive discounted green fees with up to 5 day advance reservation, as long as the card is valid and the cardholder remains in good standing with the Club.
5. Card holder will receive 30% off all regularly priced merchandise.
6. You must complete the application in person at the golf shop or email, regular mail or fax.
8. You must present your Discount Card every time you play in order to get the discount rate.
9. Reservations for Discount Card Holders may be made up to 5 days in advance only.
10. You must call ahead a minimum of 24 hours before your scheduled tee time to change or cancel your reservation. A \$50.00 no show fee will be charged for each player you have scheduled that does not show on the scheduled tee time. A cancellation number can be provided anytime you call to cancel or change a reservation. Request and save this number, you must provide it if there is a dispute involving a cancellation or no show charge.
11. Any Cardholder found to have not shown up for more than three reserved tee times will automatically forfeit his or her rights as an Indian Canyons Discount Cardholder.

I have read and understood the **"Sale of Golf Club", "Card Term", "Acknowledgement of Benefits", "General Rules and Regulations of Indian Canyons Golf Resort", and "Highlights of the Benefits" sections of this agreement stated above.**

**Applicants**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Issued Discount Card#** \_\_\_\_\_ **expiration date** \_\_\_\_\_

**Golf Staff signature** \_\_\_\_\_ **IBS ticket#** \_\_\_\_\_

**If credit card number is not given, the card holder must give the cc# and information each time they call to reserve a tee time.**

**Name on credit card** \_\_\_\_\_

**Credit card #** \_\_\_\_\_

**Expiration date** \_\_\_\_\_ **Type of card** \_\_\_\_\_