



NEWPORT  
NATIONAL  
Golf Club

## 2018 Annual Membership Agreement

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Email: \_\_\_\_\_

Home Address: \_\_\_\_\_ Summer Residence: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone :( ) \_\_\_\_\_ Phone :( ) \_\_\_\_\_

Cell Phone :( ) \_\_\_\_\_

Business Address: \_\_\_\_\_ Business Phone: \_\_\_\_\_

\_\_\_\_\_ Business Fax: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Type of membership desired: \_\_\_\_\_ Individual \_\_\_\_\_ Family\*

\*Please list family members (Spouse, children and birth dates):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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Please check the appropriate box for your correspondence:

Mail all billing and correspondence to my \_\_\_\_\_ Home or \_\_\_\_\_ Business

Upon acceptance of this invitation for annual Membership to Newport National Golf Club, Inc., I hereby promise to pay all dues, fees and balances. I understand that my Membership is a commitment for 2018 only, and that each year hereafter I must be invited by Newport National to renew my membership.

By signing this invitation, I agree that I am accountable for the actions of all persons included in my membership, as well as any guests that may accompany me to Newport National.

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Member

Date

Please mail to:

Newport National Golf Club, Inc.  
324 Mitchell's Lane  
Middletown, RI 02842



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## *Terms and Conditions of Annual Membership*

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

### **Terms and Conditions of Annual Membership**

Newport National Golf Club, Inc., (“Newport National Golf Club, Inc.”), a Rhode Island corporation, hereby issues to the above-named Member an annual golf membership for the 2018 golf season at the Newport National Golf Club, Middletown, RI, on the terms and conditions contained herein and described in more detail in the 2018 Annual Membership Plan, incorporated herein by reference and as may be amended from time to time.

#### **A. ANNUAL MEMBERSHIP**

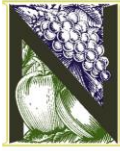
The membership created by this Agreement is an annual Membership at Newport National Golf Club, Inc. 324 Mitchell’s Lane, Middletown, RI (“the Club”), in the membership category set forth above. Membership is a revocable license to utilize the Club and its facilities and amenities, subject to the terms and provision of the Club’s Annual Membership Plan as the same may be amended from time to time. Member acknowledges that Membership at Newport National Golf Club, Inc. is expressly “non-equity” and that no equity interest, ownership interest, vested interest, or prescriptive right or easement is created by this Membership Agreement. Member’s Membership is not an investment in the Club, its facilities, amenities, or its business operations. The Membership is for the 2018 golf season, only. Said Membership confers no rights whatsoever with respect to the use of the golf course or its facilities following the expiration of the 2018 golf season.

#### **B. FEES AND OTHER CHARGES**

All membership fees and all charges for food, beverage, goods, services and other items shall be charged to Member’s account, and billed to Member on a monthly basis. Member agrees to pay all membership fees and all charges promptly upon receipt of Member’s monthly statement. Member is liable for all charges incurred by family members and guests. Spouses (or other family members) are jointly and severally liable for all dues and charges incurred by either. There will be a 1.5% Interest Charge on any balance over 30 days. If account becomes over 60 days past due, member playing and charging privileges will be suspended.

#### **C. NO REPRESENTATIONS**

Member acknowledges that the golf course as presently configured and developed consists of the golf course itself (the so-called Orchard Course). The golf course has no permanent facilities or amenities of any kind (other than the golf course itself) and Newport National Golf Club, Inc., makes no representations or warranties as to when additional facilities will be constructed. Member has not relied on any representations or warranties and has not been influenced by any verbal representations of any Club representative.



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**D. INDEMNIFICATION**

Member acknowledges that the use of facilities, and any privilege or service incident to Membership, is undertaken by Member with knowledge of the risk of possible injury. Member agrees to accept any and all risk of injury to Member and Member's family members and guests which may be sustained while using the Club facilities or involved in any event or activity incident to membership. Member further agrees to indemnify the Club and to hold the Club (and its directors, officers, principals, employees, agents, committee members and other representatives) harmless from and against any loss, cost, claim, injury, damage or liability sustained or incurred by Member, Member's family members, or Member's guests resulting from or arising directly or indirectly out of any conduct or event or omission connected with Membership in the Club and/or use of any Club facilities.

**E. MISCELLANEOUS**

This Annual Membership Agreement shall be construed under the laws of the State of Rhode Island. The issuance of this Membership is expressly conditioned upon the affirmative acceptance by the Club of Member's Application for Membership, notwithstanding the execution of this Annual Membership Agreement on the date(s) set forth below.

Agreed to by and between Newport National Golf Club, Inc., and the above-named Member(s) as of the date(s) set forth below, the latest of which shall be deemed the effective date of this Membership Agreement.

**COMPANY:**

NEWPORT NATIONAL GOLF CLUB, INC.,

a Rhode Island Corporation

By: \_\_\_\_\_

\_\_\_\_\_

*(witness)*

Date: \_\_\_\_\_, 2017



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*Terms and Conditions of Annual Membership*

**MEMBER(S):**

\_\_\_\_\_

*(witness)*

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2017

\_\_\_\_\_

*(witness)*

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2017