



## Bayonet & Black Horse Golf Courses Residential Golf Membership Program

*Bayonet and Black Horse Golf Courses have established a Residential Golf Membership Program Card available only to property owners at Cypress Grove – Monterey Bay.*

### **SUMMARY OF PROGRAM**

#### **Advance Tee Time Reservations**

Members may reserve tee times for up to two foursomes per day beginning 7 days in advance of the date that reservations are opened to the general public.

#### **Discounted Play**

Members and guests in their foursome receive a 20% discount off of the regular, non-discounted rate for greens fees and golf cart rental fees available to the general public per the Golf Course base rate schedule in effect from time to time.

#### **Discounted Food and Beverage**

Members and accompanying guests receive a 10% discount off of the regular non-discounted price of food and beverage items available to the general public.

#### **Discounted Merchandise**

Members and accompanying guests receive a 20% discount off of the regular, non-discounted price of merchandise offered for sale to the general public by the Golf Course Operator.

#### **Eligibility**

The Residential Golf Membership Program is available only to Cypress Grove – Monterey Bay property owners and is non-transferable.

## **TERMS AND CONDITIONS**

Membership in and use of the benefits of the Residential Golf Course Membership Program is subject to and constitutes each Member's agreement to the following terms and conditions:

### **1. Program Benefits**

A. Advance Tee Times. Members may reserve tee times for a Group of up to four golfers beginning 7 days in advance of the date that reservations are opened to the general public, up to a maximum of two tee times per Member per day. (Notice: times may be subject to prior reservation by, without limitation, certain groups, conventions, tournaments, other special events, and blocks of tee-times for hotels, but Members have priority over all other membership programs established from time to time).

B. Discounted Greens Fees. Each Group shall receive a twenty percent discount off of the regular, non-discounted rate for greens fees and golf cart rental fees available to the general public per the Golf Course base rate schedule in effect from time to time.

C. Food and Beverage Discounts. Members and guests accompanying Members shall receive a ten percent discount on food and beverage purchases (including alcoholic beverages but only to the extent permitted by law and only for on-premises consumption) in restaurants and other food and beverage outlets operated from time to time by the Golf Course Operator at the Golf Courses. The food and beverage discount shall not apply to catering services, during tournaments or other special events, or to private dining facilities.

D. Merchandise Discount. Members and guests accompanying Members shall receive a twenty percent discount off of the regular, non-sale price of items for sale to the general public in pro shops or other shops operated from time to time by the Golf Course Operator at the Golf Courses.

### **2. Program Eligibility**

The Residential Golf Membership Program is available only to the initial and second Owners of Eligible Property.

### **3. Membership Cards**

Each Owner is entitled to be issued one Membership Card for each eligible Owner (For example, spouses shall each receive a Membership Card). Each Membership Card expires on the anniversary of the date of issuance and will be renewed annually for a maximum total membership period of twenty years.

#### **4. Rules and Regulations; Revocation of Membership**

The Golf Course Operator may from time to time establish rules and regulations applicable to the general public, and participation in the Residential Golf Course Program is subject to compliance with those rules and regulations. The Golf Course Operator may revoke the membership of any Member who (i) breaches these Terms and Conditions, or (ii) violates a material rule or regulation concerning the use of the Golf Courses promulgated by the Golf Course Operator from time to time and applicable to the general public.

#### **5. Conditions**

The Golf Course Operator operates the Golf Courses under a lease from the City of Seaside, and the terms, conditions and duration of the Residential Golf Membership Program is subject to the lease. In addition, the Golf Courses are encumbered by indebtedness of the Golf Course Operator, and the continuation of the Residential Golf Membership Program would be subject to the lenders' rights in event of a loan default.

#### **6. Miscellaneous**

Membership in the Residential Golf Membership Program does not entitle a Member to membership in any club now or hereafter existing at the Golf Courses. Membership in the Residential Golf Membership Program and the related Membership Cards and member privileges are non-transferable and may be used only by the Members to whom they are issued. Any purported transfer is void and constitutes a breach of these Terms and Conditions.

#### **7. Definitions**

A. "Eligible Property" means (i) initially, each of Lots 1 through 30 of Seaside Resort Estates Subdivision Phase 1A and 1B, according to the map recorded in the Monterey County Recorder's Office in Volume 24 of Cities & Towns at Page 11; and (ii) such other property at Cypress Grove – Monterey Bay as the Golf Course operator may designate from time to time.

B. "Golf Course Operator" means B&B Golf Course Properties, LLC, an Arizona limited liability company.

C. "Golf Courses" means the golf courses in Seaside, California known as the Bayonet and Black Horse Golf Courses.

D. "Group" means up to four golfers that includes at least one Member.

E. "Member" means the person or persons to whom a Membership Card has been issued, and until the expiration of the Membership Card.

F. "Membership Card" means a card issued under the Residential Golf Membership Program.

G. "Owner" means any of the following:

(i) Title Holders who are natural persons (and their spouses).

(ii) If a Title Holder is a trust, then a natural person (and spouse, if any) designated in writing by the trust from time to time (but not more than once in any twelve month period).

(iii) If a Title Holder is a corporation, limited liability company, general or limited partnership or other legal entity, then a natural person (and spouse, if any) designated in writing by the entity from time to time (but not more than once during any calendar year).

(iv) Unmarried children under the age of 23 residing with a natural person who is an Owner under clauses (i), (ii) or (iii).

H. "Residential Golf Membership Program" means the Bayonet and Black Horse Golf Courses Cypress Grove – Monterey Bay Owner Residential Golf Membership Program established under and subject to these Terms and Conditions.

I. "Title Holder" means the owner of record fee title to an Eligible Property.

**MEMBER**

Name: \_\_\_\_\_

Eligible property: \_\_\_\_\_

**B&B GOLF COURSE PROPERTIES, LLC**

By: \_\_\_\_\_  
*Its Authorized Representative*

Date of Issuance: \_\_\_\_\_