



the
nest
True Golf

2021

GOLF MEMBERSHIP
AGREEMENT

(RENEWAL)

Member Information

Contact Details – Primary Member

Mr. Mrs. Miss. Ms. Dr.

NAME: _____ / _____
First Last

ADDRESS: _____
Street No. and Street Name

City

_____ / _____
Province Postal Code

PHONE: _____
Main

EMAIL: _____

BIRTH DATE: _____ / _____ / _____
Month Day Year

Additional Member #1

Mr. Mrs. Miss. Ms. Dr.

NAME: _____ / _____
First Last

PHONE: _____
Main

EMAIL: _____

BIRTH DATE: _____ / _____ / _____
Month Day Year

Additional Member #2

Mr. Mrs. Miss. Ms. Dr.

NAME: _____ / _____
First Last

PHONE: _____
Main

EMAIL: _____

BIRTH DATE: _____ / _____ / _____
Month Day Year

Additional Member #3

Mr. Mrs. Miss. Ms. Dr.

NAME: _____ / _____
First Last

PHONE: _____
Main

EMAIL: _____

BIRTH DATE: _____ / _____ / _____
Month Day Year

Membership Categories & Fees

Annual Fees - Gold/Homeowner

Category	Rate	Resort Assoc. Fee (3%)	HST (13%)	Total	Payment Option 1 Pay in full by Oct 31, 2020	Total (5% off)	Payment Option 2 Installment Plan	Deposit (25%)	Jan 31, 2021 (25%)	Feb 28, 2021 (25%)	Mar 31, 2021 (25%)	Net Total
Primary	\$2,950.00	\$88.50	\$395.01	\$3,433.51					\$3,261.83	\$858.38	\$858.38	\$858.38
Secondary	\$2,200.00	\$66.00	\$294.58	\$2,560.58		\$2,432.55	\$640.15	\$640.15	\$640.15	\$640.15	\$2,560.58	
Non-Peak	\$2,450.00	\$73.50	\$328.06	\$2,851.56		\$2,708.98	\$712.89	\$712.89	\$712.89	\$712.89	\$2,851.56	
Intermediate	\$2,200.00	\$66.00	\$294.58	\$2,560.58		\$2,432.55	\$640.15	\$640.15	\$640.15	\$640.15	\$2,560.58	
Student	\$1,500.00	\$45.00	\$200.85	\$1,745.85		\$1,658.56	\$436.46	\$436.46	\$436.46	\$436.46	\$1,745.85	
Junior	\$1,000.00	\$30.00	\$133.90	\$1,163.90		\$1,105.71	\$290.98	\$290.98	\$290.98	\$290.98	\$1,163.90	
Pre-Junior	\$800.00	\$24.00	\$107.12	\$931.12		\$884.56	\$232.78	\$232.78	\$232.78	\$232.78	\$931.12	

*Members renewing after October 31st, 2020 are not eligible for the 5% 'pay in full' discount

** Seniors (Age 65 and above as of May 1, 2021) receive a 10% discount on Annual Fees

*** Please refer to the following pages for category details including tee-time restrictions.

Annual Fees - Fairway/Non-Homeowner

Category	Rate	Resort Assoc. Fee (3%)	HST (13%)	Total	Payment Option 1 Pay in full by Oct 31, 2020	Total (5% off)	Payment Option 2 Installment Plan	Deposit (25%)	Jan 31, 2021 (25%)	Feb 28, 2021 (25%)	Mar 31, 2021 (25%)	Net Total
Primary	\$4,070.00	\$122.10	\$544.97	\$4,737.07					\$4,500.22	\$1,184.27	\$1,184.27	\$1,184.27
Secondary	\$2,640.00	\$79.20	\$353.50	\$3,072.70		\$2,919.06	\$768.17	\$768.17	\$768.17	\$768.17	\$3,072.70	
Non-Peak	\$3,150.00	\$94.50	\$421.79	\$3,666.29		\$3,482.97	\$916.57	\$916.57	\$916.57	\$916.57	\$3,666.29	
Intermediate	\$2,640.00	\$79.20	\$353.50	\$3,072.70		\$2,919.06	\$768.17	\$768.17	\$768.17	\$768.17	\$3,072.70	
Student	\$1,850.00	\$55.50	\$247.72	\$2,153.22		\$2,045.55	\$538.30	\$538.30	\$538.30	\$538.30	\$2,153.22	
Junior	\$1,200.00	\$36.00	\$160.68	\$1,396.68		\$1,326.85	\$349.17	\$349.17	\$349.17	\$349.17	\$1,396.68	
Pre-Junior	\$1,000.00	\$30.00	\$133.90	\$1,163.90		\$1,105.71	\$290.98	\$290.98	\$290.98	\$290.98	\$1,163.90	

*Members renewing after October 31st, 2020 are not eligible for the 5% 'pay in full' discount

** Seniors (Age 65 and above as of May 1, 2021) receive a 10% discount on Annual Fees

*** Please refer to the following pages for category details including tee-time restrictions.

Membership Selection

Please select the Membership type and category for each Member:

Primary Member:

Gold Fairway

Primary Secondary Non-Peak Intermediate Student Junior Pre-Junior

Additional Member #1:

Gold Fairway

Primary Secondary Non-Peak Intermediate Student Junior Pre-Junior

Additional Member #2:

Gold Fairway

Primary Secondary Non-Peak Intermediate Student Junior Pre-Junior

Additional Member #3:

Gold Fairway

Primary Secondary Non-Peak Intermediate Student Junior Pre-Junior

Membership Add-Ons and Options

Add-on	Price	Details
Club Storage	\$250.00	Store your clubs with us for the Season <i>(already included with Primary category)</i>
Unlimited Power Cart Package	\$825.00	Prepaid cart package valid for a single rider for the season. <i>Additional rider(s) subject to charge</i>
Unlimited Couples Rider Package	\$1250.00	Prepaid cart package valid for a couple for the season. <i>Additional rider(s) subject to charge</i>
24 Cart Package	\$420.00	Block of 24 power cart rentals. <i>Transferable.</i>
10 Pack of Guest Fees	\$1100.00	Block of 10 Anytime Guest Fees with Power Cart. <i>Transferable.</i>
20 Pack of Guest Fees	\$2100.00	Block of 20 Anytime Guest Fees with Power Cart. <i>Transferable.</i>

Please select the type and number of add-ons for your Membership (optional):

Club Storage x _____

Unlimited Cart x _____ Couples Cart x _____ 24 Carts x _____

10-Pack Guest Fees x _____ 20-Pack Guest Fees x _____

Membership Category Details

Primary

- Unlimited golf access
- Tee time bookings up to 21 days in advance
- Includes club storage (\$250 value)
- Unlimited practice facility usage
- Preferred pricing on golf services

Secondary

- Eligible as a direct family Member or relation of a Primary Member
 - i.e.: Mother, Father, Son, Daughter, Spouse, Partner
- Unlimited golf access
- Unlimited practice facility usage
- Preferred pricing on golf services
- Note: Secondary Member assumes same category privilege as the Primary pass holder (ie: Primary or Non-Peak)

Non-Peak

- Unlimited golf access in Non-Peak periods as follows:
 - Monday to Thursday any time.
 - Friday, Saturday, Sunday and Holidays after 12:00 pm
- Tee time bookings up to 14 days in advance
- Unlimited practice facility usage
- Preferred pricing on golf services
- Vantage guest fee will apply when playing during peak periods

Intermediate (Age 19-32)

- Eligible for those who are age 19-32 as of May 1, 2021
- Unlimited golf access
- Tee time bookings up to 14 days in advance
- Unlimited practice facility usage
- Preferred pricing on golf services

Student (Age 19-25: ID required)

- Eligible to those who are 19-25 as of May 1, 2021
- Valid 2020-2021 student ID is required
- Unlimited golf access
 - Saturday, Sunday and Holidays after 10:00 am, unless booked and accompanied by an adult Member
- Tee time bookings up to 14 days in advance
- Unlimited practice facility usage
- Preferred pricing on golf services

Junior (Age 16-18)

- Unlimited golf access during non-peak periods, with limited access during peak periods as follows:
 - Friday access after 12:00 pm
 - Saturday, Sunday and Holidays after 10:00 am, unless booked and accompanied by an adult Member
 - Exceptions available to Juniors with established handicaps of 15 and below, and approved by Club Manager
- Tee time bookings up to 14 days in advance
- Unlimited practice facility usage
- Preferred pricing on golf services

Pre-Junior (Age 12-15)

- Restricted golf access as follows:
 - Monday to Thursday after 10:00 am
 - Friday, Saturday, Sunday and Holidays after 12:00 pm, when accompanied by an adult Member
 - Full access in non-peak periods when accompanied by an adult
 - Exceptions available to Juniors with established handicaps of 15 and below, and approved by Club Manager
- Tee time bookings up to 14 days in advance
- Unlimited practice facility usage
- Preferred pricing on golf services

Membership Terms and Conditions

Membership Rights

I understand that upon payment of the Fees based on my Membership Selection and the Membership Add-Ons and Options that I selected, above, and upon acceptance by the Nest Golf Club Management of my application for membership, I will be entitled to receive only the benefits set out in the Membership Category Details above applicable to my Membership Selection(s), and any Membership Add-Ons and Options selected. By paying such Fees or using the premises of the Club (as defined below), I agree to abide by these Membership Terms and Conditions. I understand that failure to abide by these conditions, in the Club and The Nest's sole discretion, may result in the revocation of my access to the foregoing benefits, in whole or in part, up to and including loss of membership.

For clarity, these Terms and Conditions apply only to membership for the purposes of the use of particular Resort amenities as set out herein, and is separate from membership in Big Bay Resort Association (which is governed by the bylaws of BBRA).

Non-Transferable

I understand that my membership is not transferable at any time and does not confer upon me any ownership for the property/assets of The Nest Golf Inc. or Friday Harbour Resort ("The Nest", or "Club"). I acknowledge and agree that this membership is valid only for my personal access/green fees and for those listed in this agreement for the duration of the season and that the management of the Nest reserves the right to set the annual fee and the right not to renew an application for the next season, for any reason whatsoever. I acknowledge that if my application is renewed, these Membership Terms and Conditions, as may be amended from time to time on notice, will continue to apply. The Club will provide 30 days prior notice of my option to request renewal of my membership.

Cancellation Policy

I understand that my membership is non-refundable 10 days after my application is submitted and accepted. If I wish to cancel, I understand I must make that request in writing within the 10 day period. After this 10 day period, requests for cancellation will only be considered under special circumstances (eg: Medical Condition). A cancellation request form must be submitted outlining the reasons for cancellation. Cancellations under the terms of Special Circumstances are at the sole discretion and approval of Department and Executive Management and will be reviewed on a case-by-case basis. An administrative fee may apply. Negative category adjustments will not be permitted during the active season, therefore please choose the membership that is best suited to you and your playing requirements.

Delayed Opening

The purpose of this section is to provide a clear outline as it pertains to the fees and deposits paid of a Member or Homeowner should there be a situation where Friday Harbour is unable to fulfill its obligations to the Member for reasons beyond its control, including COVID-19 and any subsequent resurgence thereof. This section can be enacted by Executive Management at their discretion.

Communication

Friday Harbour will provide you, as the Member, with a notification in the event of an emergency that limits its ability to fulfill its obligations to you under this contract, including a public health emergency such as COVID-19 or any subsequent resurgence thereof. The notification will outline the details of the emergency, its impact on Friday Harbour's ability to fulfill its obligations, and any steps that Friday Harbour has taken or will be taking as a result of the emergency, including a proposed opening date (if known and applicable), such steps being at the sole discretion of Executive Management. Where applicable, the notification will be provided to Members via email and/or phone.

In-season Temporary Amenity Closure (excluding weather delays) - Refund and Credit Schedule

Should Friday Harbour be unable to fulfil its obligation to Members with regards to opening or be subject to a temporary closure, two options will be presented to the Members as outlined below.

This policy shall provide Members the option to either a refund or credit based on a percentage of their fees paid. Notification shall be provided to the Members when this policy is enacted, as described above. The percentage to be refunded or credited is as follows:

Duration of Closure	Refund	Credit	% of Season Lost
15 days	7.5%	10%	8.65%
1 month	15%	20%	17.3%

For periods of extended closure, the refund or credit based on the table above may result in a selection between multiple applicable options available to the Member. For example: A 2-month temporary closure may provide a Member the option of either a 30% refund, or a 40% credit towards the fees of the following season.

Rules and Regulations / Code of Conduct

I understand that adherence to the Friday Harbour Code of Conduct, as may be amended from time to time, and compliance with all applicable laws, is expected at all times by me, the additional persons listed above, my guests and the guests of such additional listed persons. I acknowledge and agree that non-compliance may result in withdrawal of privileges at the discretion of the Club or other disciplinary action as provided for in the policies of the Club, up to and including loss of membership. I will review the Member Guide issued to me, which includes copies of the Code of Conduct, the Disciplinary Policy, the Rules and Regulations of the Club, and other policies and procedures of the Club. I will comply with the foregoing policies, and any additional policies provided to me by the Club, for the duration of my membership. I have read and understand the descriptions on page 5 and 6 of this membership agreement outlining the privileges unique to each of the Membership Categories and I have chosen my Membership Selection accordingly. I acknowledge that I have had the opportunity to ask any questions about the Membership Categories and Membership Add-Ons and Options prior to entering into this membership agreement.

Consent and Acknowledgement to Collection, Use and Disclosure of Personal Information

I hereby consent to the collection, use, and disclosure of my personal information and the personal information of the additional persons listed above, as provided in the membership / agreement, by the Club, the Nest and their authorized agents for the purposes of administering my Membership, the Memberships of the additional listed persons above, and providing associated with membership to me and the additional persons listed above (the "Purposes"). I confirm and represent that I have obtained the authorization and consent of the above additional persons listed above to provide the above-noted consent on their behalf for the Purposes. For more information on how the Nest and Friday Harbour handle personal information, please visit the privacy policy at <https://www.fridayharbour.com/privacy>.

I give permission to the Nest to share my personal information with Golf Ontario & Golf Canada for the purpose of receiving information from them and to activate my Golf Canada account for handicapping purposes.

I certify that I have read and fully understand this consent and release, and that all questions pertaining to this consent have been answered to my satisfaction.

Photography Release

I, the undersigned, give permission to Friday Harbour Resort, and/or parties designated by the Friday Harbour Resort to photograph/video me and use such photograph(s)/video(s), my likeness, image, name, voice and persona, in all forms of media or format, whether now known or hereafter developed, at any time or times in perpetuity, for any and all promotional purposes including advertising, display, audiovisual, exhibition or editorial use.

I understand and agree that I will not receive further notice or compensation or royalty for the publication or use in any manner whatsoever, of such photograph(s)/video(s), my likeness, image, name, voice and persona and I hereby release Friday Harbour Resort and/or any parties designated by Friday Harbour Resort from any liability with respect hereto.

Acknowledgement

The Member hereby agrees to abide by all the terms and conditions presented in this membership agreement.

I understand and acknowledge that this agreement is only valid upon the review and acceptance by the Nest Golf Club Management.

I have read and understand and agree to the "Membership Terms and Conditions" as outlined in the paragraphs above.

Member: _____ Date: ____/____/____
Signature Month Day Year

Accepted By: _____ Date: ____/____/____
Nest Golf Club Management Month Day Year

Internal Use Only:

Member Type: _____ Category: _____