



APPLICATION FOR MEMBERSHIP

PERSONAL

Applicant's Name

Social Security Number _____ Birth Date _____

Spouse's Name _____ Birth Date _____

Social Security Number _____ Anniversary Date _____

Local Address _____

Number _____ Street _____ State _____ Zip Code _____

Out of Town Address _____

Number _____ Street _____ State _____ Zip Code _____

Billing Address _____

Number _____ Street _____ State _____ Zip Code _____

Club Communications Address _____

Number _____ Street _____ State _____ Zip Code _____

Telephone _____

Local Residence () _____ Mobile () _____ Mobile Spouse () _____

Fax Number () _____ Email _____ Email Spouse _____

Unmarried children under the age of 23

Name _____ email _____ Birth Date _____ Charging Privileges _____

_____ Yes _____ No _____

_____ Yes _____ No _____

_____ Yes _____ No _____

BUSINESS

Applicant's Company Name _____ Title _____

Business Address _____

Telephone () _____ Years in Present Employment _____ ? Retired _____

Fax Number () _____

Spouse's Company Name _____ Title _____

Business Address _____

Telephone () _____ Years in Present Employment _____ ? Retired _____

Fax Number () _____

BANKING RELATIONS

Name of Institution	Address	()
Officer to Contact		Telephone Number

Name of Institution	Address	()
Officer to Contact		Telephone Number

MEMBERSHIP IN OTHER CLUBS

Name of Club/Organization	Year Accepted	
Type	Address	
()		
Telephone	Contact Person	Present/Former Member

Name of Club/Organization	Year Accepted	
Type	Address	
()		
Telephone	Contact Person	Present/Former Member

PRESENT MEMBERS KNOWN (if any)

Name	Address
Name	Address

PERSONAL REFERENCES
(Cannot be a Member)

Name	Address	()
Years Known		Telephone Number

Name	Address	()
Years Known		Telephone Number

The undersigned hereby applies for the following category of membership in The Legend at Bergamont (the "Club"):

<u>MEMBERSHIP CATEGORY</u>	<u>MEMBERSHIP DEPOSIT</u>
☛ Legend Golf Membership	\$ _____
☛ Legend Sports Membership	\$ _____
☛ Legend Social Membership	\$ _____ not refundable

I hereby agree to pay to the Club the refundable membership deposit for the category of membership selected as follows: **50% Payment due with this application for Legend Golf Membership (balance due 6/1/08). Legend Sport and Legend Social Membership deposits must be paid in full and submitted with the application.** The amount of dues for each membership category is described on a separate Schedule of Dues and Charges.

LEGEND GOLF and SPORTS MEMBERSHIPS

Upon approval of this Application, the Club promises to pay to the undersigned Legend Golf or Sports Membership applicant at the Club the "Membership Deposit" (as hereinafter defined) in lawful money of the United States of America, payable in one (1) installment on the anniversary date thirty (30) years from the date of approval of this Application for Membership by the Club (the "Maturity Date") or earlier as provided in this Application. The Membership Deposit shall not bear interest.

A Legend Golf or Sports Member who resigns from the Club will be repaid the membership deposit actually paid (the "Membership Deposit") within thirty (30) days after the membership has been reissued by the Club to a new member. Prior to the initial sale of all the Legend Golf or Sports Memberships, every third Legend Golf or Sports Membership issued, when there is a membership on the waiting list, will be a resigned membership from the waiting list (the other two Memberships being from the Club's unissued Legend Golf or Sports Memberships).. After initial sale of all Legend Golf or Sports Memberships, each Membership issued will be a resigned Legend Golf or Sports Membership.

- **3 Year Vesting Plan of Refundable Membership Deposits.** Legend Community Golf, Legend Golf, Legend Corporate Golf, Legend Community Sport and Legend Sport Memberships are 100% refundable upon the three year anniversary date of the accepted and approved membership application. For memberships approved prior to 12/31/07 the three year anniversary date of the membership begins vesting on 1/1/08 and is deemed fully vested on 12/31/10. Vesting schedule is as follows:
 - 0-12 months from application date 0% refundable
 - 12-24 months from application date 33% refundable
 - 24-36 months from application date 66% refundable
 - 36 months and after application date 100% refundable

Any portion of the deposit not vested and not refunded will be retained by the club as a non refundable initiation fee.

- **Transferable Memberships** Legend Founder, Legend Real Estate Investor, Legend Community Golf and Legend Community Sport Memberships are transferable through the club to a third party with the sale of a home, lot or condominium in The Legend at Bergamont. Such designee must be pre-approved by the club and is not subject to any waiting list then in place.

A Legend Golf or Sports Membership terminated by the Club for disciplinary cause shall be deemed resigned and the Membership Deposit shall be refunded upon reissuance of the membership.

The Club agrees to refund the Legend Golf or Sports Membership Deposit within thirty (30) days after receipt of written notice of death of the member and a request for a refund.

The obligation to repay the Membership Deposit shall be subject to set-off for all amounts due under the Membership Plan and Rules and Regulations, which remain unpaid on the Maturity Date or earlier repayment of the Membership Deposit

LEGEND SOCIAL MEMBERSHIP

The Membership Deposit paid for a Legend Real Estate Investor or a Social Membership is not refundable.

GENERAL PROVISIONS

If the membership is terminated without cause by the Club for any reason the Membership Deposit will be repaid to the member within thirty (30) days. .

Membership is contingent upon approval by the Club, which approval shall be at its discretion.

Upon signing this Application, I authorize the disclosure and release of information requested by the Club for investigating my qualifications for membership, including without limitation my credit history.

I hereby acknowledge that the use of the Club Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. I hereby accept any and all risk of injury to myself, my guests and my family sustained while using the Club Facilities or involved in any event or activity incident to membership in the Club. In accepting the risk of injury, I understand that I am relieving The Legend at Bergamont LP and its successors and assigns, and their directors, officers, partners, shareholders, employees, agents and affiliates and the Members of the advisory Board of Governors of the Club from any and all loss, cost, claims, injury, damages or liability sustained or incurred by me, my guests and my family resulting from or arising out of any conduct or event connected with membership in the Club and use of any of the Club Facilities.

I hereby acknowledge receipt of The Legend at Bergamont Membership Plan and Rules and Regulations and that I have read and understand them, and agree to be bound by the terms and conditions thereof as the same may be amended from time to time by the Club. I further acknowledge that I am not relying on any oral representations in acquiring a membership in the Club.

If the applicant is married, both spouses must sign below.

Applicant's Signature

Spouse's Signature

Date

This Application for Membership shall not be binding on the Club until the acceptance below is signed.

APPROVED AND ACCEPTED BY:

THE LEGEND AT BERGAMONT

By: _____
Authorized Representative

Date: _____



**The Legend at Bergamont
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Oregon, Wisconsin 53183
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