



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 _____ Applicant _____ Spouse _____
 Local Residence _____ Mobile _____ Mobile _____

Applicant Email _____ Spouse Email _____

Other Email _____

Unmarried children under the age of 23

<u>Name</u>	<u>Birth Date</u>	<u>Email Address</u>	<u>Charging Privileges</u>	
_____	_____	_____	Yes _____	No _____
_____	_____	_____	Yes _____	No _____
_____	_____	_____	Yes _____	No _____
_____	_____	_____	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 () _____

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

- Legend Platinum Membership*** n/a \$55,000 (not refundable)

<u>MEMBERSHIP CATEGORIES</u>	<u>MEMBERSHIP DEPOSIT</u>	<u>INITIATION FEE</u>
<input type="checkbox"/> Legend Full Family Golf	\$10,000**	n/a
<input type="checkbox"/> Legend Family Golf Only	\$10,000**	n/a
<input type="checkbox"/> Legend Single User Golf	\$10,000**	n/a
<input type="checkbox"/> Legend Single User Golf Only	\$10,000**	n/a
<input type="checkbox"/> Legend Sport	\$4,000**	n/a
<input type="checkbox"/> Legend Pool Social	n/a	\$1,000

**subject to limited availability **assumes member referral*

- Legend at Bergamont Community Resident (Transfer Option Available on Golf & Sport Memberships)**

I hereby agree to pay to the Club the refundable membership deposit for the category of membership selected as follows: **Legend Golf, Sport and Social Membership deposits/initiation fees must be paid in full and submitted with the application, unless otherwise noted by authorized club representative.** 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 REAL ESTATE INVESTOR & POOL SOCIAL MEMBERSHIP

The Membership Deposit paid for a Legend Real Estate Investor or a Pool 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.

Payment of dues, fees and charges:

I hereby acknowledge that all dues, fees and charges for food, beverage, merchandise and services at the Club, together with any applicable taxes or similar charges that are not paid in cash, if cash payments are permitted, will be billed on a monthly basis. Any bill that remains unpaid for more than thirty (30) days after billing date thereafter WILL be increased by 2.5% and charged to my credit card. I authorize any and all charges (including membership dues and fees), incurred on my account with the Club and unpaid within 30 days to be charged to the credit card listed below. I certify that the below listed card is issued to me and agree that all disputes on my credit card account relating to the Club will be promptly brought to the Club's attention. I understand that I am obligated to keep a valid approved credit card on file with the Club at all times.

Credit Card Type _____

Credit Card Number _____ Exp. Date _____

Cardholder Signature _____ 3-Digit Security Code _____

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.



The Legend at Bergamont
699 Bergamont Boulevard
Oregon, Wisconsin 53575
608-835-6900
jgaudion@thelegendclubs.com

APPROVED AND ACCEPTED BY:

THE LEGEND AT BERGAMONT

By: _____
Authorized Representative

Date: _____