



## SHADOW MOUNTAIN GOLF CLUB

### *Living Gene Sarazen's Legacy*

2021 – 2022 Annual Golf Membership Offerings (Non-Equity):

**INDIVIDUAL GOLF MEMBERSHIP - \$360/month**

**FAMILY GOLF MEMBERSHIP - \$510/month**

**COMMUNITY MEMBERSHIP - \$100/month**

*Details:*

- Tee Times May Be Booked **Twelve (12)** Days in Advance
- Practice Facility Privileges Include use of the Member's-Only (South) Tee
- Golf Cart Options:
  - Private Carts Permitted with Annual Trail (\$475)
  - Annual Cart Rental Fee Available (\$800-1<sup>st</sup> Person / \$250-Each additional person)
- Member Accompanied Guest Rate (\$45/round)
- Member Account Charging Privileges at Golf Club - due by the 10th of each following month
- Golf Shop - 20% Discount Off on Soft Goods
- 20% Discount on Food & Beverage (excludes alcohol & events)
- All Social Club Activities (see calendar)

***All Memberships Require a Twelve (12) Month Commitment***

***Membership Acceptance Requires Management Approval, and is Subject to Availability***

73-800 Ironwood Street; Palm Desert, CA 92260

Phone: (760) 346-8242

Website: [golfshadowmountain.com](http://golfshadowmountain.com)

# SHADOW MOUNTAIN GOLF CLUB

*Living Gene Sarazen's Legacy*  
*Application for Annual Golf Membership*

SMGC Annual Golf Membership

Family  Individual

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

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

Cell #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Local Season Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Off-Season Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Go Green Authorization / Acknowledgement Form - circle one: YES (complete extra form) NO

**Information to include in Club Directory (please "X" all that you want listed in Member Directory):**

Name \_\_\_\_\_ Address(s) \_\_\_\_\_ Email \_\_\_\_\_ Cell # \_\_\_\_\_ Home # \_\_\_\_\_

Past or Present Member of what Golf Club(s): \_\_\_\_\_

Present Occupation: \_\_\_\_\_ Company: \_\_\_\_\_

Business Address: \_\_\_\_\_ Bus. Phone #: \_\_\_\_\_

Credit reference/phone/address: \_\_\_\_\_

Personal Reference (name/phone/address): \_\_\_\_\_

Emergency Contact (name/phone/address): \_\_\_\_\_

*I do hereby authorize SHADOW MOUNTAIN LLC to verify any or all of the information herein, and further request that all personal information be treated in a confidential manner.*

Sign/date: \_\_\_\_\_ Sign/date (Spouse): \_\_\_\_\_

**By signing above, I (we) recognize that this is a commitment for a minimum twelve (12) month Membership and is subject to acceptance by Shadow Mountain Golf Club ("SMGC"). SMGC has reserve the right to reject my (our) application at their discretion; and that payment for this Membership will be made in accordance with SMGC terms and conditions, as may be revised. This Membership will automatically renew for twelve (12) months at the posted membership rate at the time of renewal; unless a minimum 60-day notice is provided to SMGC. Also by signing above, I (we) acknowledge that I (we) have read, fully understand and agree to follow and support the enforcement of Shadow Mountain Golf Club's Rules and Regulations and Code of Conduct (Ethics), and as they may be revised from time to time.**

**Please complete information on reverse side**

# SHADOW MOUNTAIN GOLF CLUB

## Application for Annual Golf Membership

Annual Golf Membership

Family  Individual

**Family Members:** Please list children's name(s) under 26, if applicable:

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

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

### Additional Services

#### Golf Cart Usage (Please select One (1) option):

Annual Trail Fee (paid upfront) for Private Golf Cart Use (additional Form required): \_\_\_\_\_ 2<sup>nd</sup> Cart: \_\_\_\_\_

Annual Club Cart Rental (paid upfront): \_\_\_\_\_

#### Extra Services:

Golf Bag Storage: \_\_\_\_\_ (\$15/mo)

Second Bag: \_\_\_\_\_ (\$10/mo)

#### Participation in Club Activities:

SMGC's Women:

SMGC Women's Handicap: \_\_\_\_\_ (\$40/yr) (Current GHIN: \_\_\_\_\_)

Women's Association (18-Holers): \_\_\_\_\_ (\$65/yr) (November through May)

Shadow Mountain "Niners" (9-Holers): \_\_\_\_\_ (\$65/yr) (November through May)

SMGC's Men:

SMGC Men's Handicap: \_\_\_\_\_ (\$40/yr) (Current GHIN: \_\_\_\_\_)

Men's Club (SMGCMC): \_\_\_\_\_ (\$120/yr) (November through May)

Men's Hole-in-One Club: \_\_\_\_\_ (\$10/yr) (November through May)

**Dues and Additional Services are payable on or before the tenth (10<sup>th</sup>) calendar day of each month for that month, Club Charges are also due on or before the 10th calendar day of the following month and can be paid via ACH (additional Form required), check or cash.**

ACCEPTED BY: \_\_\_\_\_ Date: \_\_\_\_\_

SMGC General Manager

FOR OFFICE USE ONLY:

Date \_\_\_\_\_ Monthly Dues \_\_\_\_\_ Initial Term: \_\_\_\_\_ - \_\_\_\_\_ Card Iss: \_\_\_\_\_ Card #: \_\_\_\_\_ By: \_\_\_\_\_



# SHADOW MOUNTAIN GOLF CLUB

This document is intended to establish clear and acceptable behavior expectations for Shadow Mountain Golf Clubs' Members, their Guests, and Unaccompanied Guests; to ensure that all can expect to be treated with respect while playing golf, being employed at, or simply enjoying The Club and its' offerings.

## ***CODE OF CONDUCT (ETHICS) and GENERAL RULES***

Only Members and Guests in Good Standing are entitled to use the clubhouse, golf course or any portion of the grounds. The rights and privileges of any Member or Guest shall mirror the period of their Membership or Visit to Shadow Mountain Golf Club ("SMGC", or "The Club"). The Club deems that all Members and Guests have automatically given their consent to be bound by any and all Rules of The Club if they are on Club Property.

All Members and Guests of Shadow Mountain Golf Club will:

- Conduct themselves in a sportsmanlike manner;
- Comply with The Club's Dress Code and observe proper golf etiquette;
- Respect the Golf Course and Facilities;
- Respect the rights of other Members, Guests and Staff;
- Refrain from disciplining other Members, Guests or Staff;
- Use cell phones without disturbing others; and switch to vibration/silent mode while on the Golf Course;
- Not physically threaten, verbally abuse, or slander others;
- Obey the laws of the State of California, and The United States of America;
- Not use or have an association with illegal drugs;
- Follow Rules as prescribed by Club Management and/or their assigns.

General Rules:

- The Club and its facilities shall be open for use on the days and hours established by Club Management;
- All Members and Guests are required to comply with The Club and Course rules;
- All Members and Guests must adhere to The Club's Dress Code;
- Alcoholic beverages will not be served or available to any person not permitted to purchase them under the laws of the State of California;
- No outside food or beverage, of any kind, may be brought onto Club property;
- No Member or Guest shall at any time make false accusations of a derogatory nature toward another Member, Guest, Visitor or our Staff;
- Smoking is not permitted inside the Clubhouse, on the covered patio area, or within twenty (20) feet of any entrance or exit, or open window; unless posted by Club Management otherwise;
- Members and Guests using The Club are solely responsible for any damage they cause on, or to The Club, it's property or any adjacent properties;
- No Member, Guest or Visitor shall misuse; or use any Club property without appropriate consent;
- Golf carts owned by The Club shall not be used by anyone without pre-approval of the Golf Shop;
- Club owned golf carts are not allowed in the parking lot, unless accompanied by a Staff Member;

- Club Management may prohibit the use of a private cart on the course should it deem that a cart is either unsafe, or a modification is deemed inappropriate;
- The operator of any golf cart (private or rented from SMGC) on Club property, must have a valid automobile driver's license. No more than two persons and/or two sets of golf clubs are permitted per golf cart, and only two carts per foursome are allowed on the course during the Prime Season (November through April 15<sup>th</sup>);
- Golf carts must remain on cart paths and as directed on fairways by ropes and/or signage and may not be driven on ground under repair, landscaped/hazard areas, tees or greens, or on the driving range;
- Handicap Flags must be acquired through the Golf Shop to be considered valid on Shadow Mountain Golf Club;
- Golf carts displaying a Club-issued Handicap Flag must not travel within thirty (30) feet of tees, greens or their bunker surrounds – from November 1<sup>st</sup> through April 15<sup>th</sup> of each year, unless on a paved cart path;
- The use of profanity toward Members, Guests, Visitors or Staff on Club property is prohibited;
- Staff/Employees of the Club are under the direct supervision of Club Management. No Member or Guest shall direct, reprimand or discipline Staff;
- Commercial advertisement shall not be posted or circulated in or around the Club unless pre-approved by Club Management;
- No business of any kind shall be solicited or transacted on the property of the Club unless pre-approved by Club Management;
- Petitions, other than those allowed by the Club's Operating Agreement, may not be originated, solicited, circulated or posted within the Clubhouse or on the property of The Club;
- Suggestions, complaints or criticisms relating to the operations of The Club should be in writing, sealed and addressed to Club Management
- Members and Guests shall not post letters, notices, memoranda or other statements on any bulletin board without pre-approval of the Club Management.

***Pet Policy/Non-Golf Use of Golf Course:***

Only Annual SMGC Members: Golf or Community are permitted to walk (with or without) their pet(s) on the golf course – (One hour prior to course opening for play and one hour prior to sunset). Pets must remain under owners control at all times. Community Members may use their personal golf cart, with a paid Trail Fee during these specified times. A Community Member cart sticker must be obtained from the General Manager.

Companion animals are allowed on the course during normal play - if they are riding in an Annual Golf Member's Personal Golf Cart, on a lease, not disturbing other pets, other players, or our neighbors adjacent to the golf course. In all cases, the Member must carry and use appropriate containers to pick up after their pet. Pets may only be brought on the patio or in the office if they remain on a lease, and are not bothering another Patron. Any complaint against your pet may trigger Club Management to ask that the pet be removed, or in some instances suspended.

Non-members – whether they live adjacent to the course, or elsewhere, may NOT walk on the golf course – either with or without pets, at any time. Such individuals will be deemed to be Trespassing on Private Property. Please report any such Trespassers to Club Management, as soon as possible.

There may be Special, Club-sponsored Events or circumstances where these Policies are not applicable or not enforced. That decision of applicability will reside with Club Management.

***Golf Course & Club Dress Code Policy:***

Proper attire must be worn by everyone who is using the golf course and/or its' facilities.

The following is considered acceptable dress for Men and Women while at Shadow Mountain Golf Club:

*Men:*

- Slacks or Bermuda length golf shorts
- Collared shirts/mock turtleneck golf shirts

*Women:*

- Skirts, Slacks or Bermuda length golf shorts
- Collared golf shirts
- Golf Dress
- Sleeveless/collarless golf shirts with at least 3" across the shoulder

*The following attire will NOT be acceptable for men and/or women:*

- Denim jeans or denim shorts
- Athletic shorts including beach or bathing suit style
- Athletic warm-ups or tennis attire
- T-shirts or tank-tops
- Flip-Flops or sandals not designed for golf

The Management of Shadow Mountain Golf Club reserves the right to refuse service (on a temporary or permanent basis), to any Member or Guest not conforming to the Dress Code and/or Other Rules, Regulations and/or Policies.

Violation of any Code of Conduct (Ethics), General Rules, Pet and/or Dress Code, Cart Use Rules or other Policies – may result in Corrective Action taken such as a written warning, fines up to \$500, Membership Suspension and/or Club Expulsion - as recommended by The Club's Management, depending on the severity of the offense.

If you are involved in, or observe any breach of the above, please follow these procedures:

Fill out an Incident Report Form, available from the Golf Shop. Club Management will contact those involved to review the situation. Club Management will then determine what, if any action is appropriate.

Club Management has the ability and authority to implement formal disciplinary action, up to and including suspension of privileges, expulsion from The Club, requesting the involvement of legal authorities, or initiating other legal actions.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## The Legacy at Shadow Mountain

LIVING GENE SARAZEN'S LEGACY

"Going Green" Form

Shadow Mountain LLC, dba Shadow Mountain Golf Club ("SMGC") is "Going Green" - by communicating electronically. Monthly Billing Statements, for example, will be automatically emailed to the address on file, as part of running the Billing Program. **Statements will not be mailed in hard copy.** An Employee-Partner of SMGC can print-off your Account Balance Information any time you are at The Club during normal office hours. Just ask anyone in the Golf Shop, or Administration Office – and they'll be happy to help..

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

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

### **Shadow Mountain "Going Green" Acknowledgement:**

*I acknowledge and recognize that Shadow Mountain Golf Course ("SMGC") is "Going Green", and therefore, most if not all communications will be made electronically - including monthly billing statements and various ongoing updates.*

Sign: \_\_\_\_\_ Date: \_\_\_\_\_



## **SHADOW MOUNTAIN GOLF CLUB**

### **Rules and Regulations Acknowledgement Form**

By signing below, I acknowledge that I have read, fully understand and agree to follow Shadow Mountain Golf Club's Rules and Regulations, as outlined above; as well as other Club Policies, such as its' Code of Conduct (Ethics). I also understand that the Club may, at any time without notice, change the Club's Rules and Regulations:

#### **CLUB MEMBER(S):**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

#### **SHADOW MOUNTAIN GOLF CLUB:**

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

Its: \_\_\_\_\_



**By signing below, I acknowledge that I have read, understand, and agree to comply with Shadow Mountain Golf Club's Golf Cart Use Policies and Procedures:**

**PERMITEE(S):**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

## PERSONAL GOLF CART ENTRY PERMIT

THIS PERSONAL GOLF CART ENTRY PERMIT ("Entry Permit") is made as of \_\_\_\_\_, 20\_\_\_\_, by and between SHADOW MOUNTAIN LLC ("SMLLC"), dba SHADOW MOUNTAIN GOLF CLUB ("SMGC") and the undersigned parties (each, a "Permitee").

Permitee desires to enter upon the golf course, cart path, golf club and parking facilities owned by SMGC and operated by in his and/or her personally owned golf cart (the "Vehicle"). The purpose of this Entry Permit is to describe the rights and obligations of SMGC and Permitee regarding Permitee's use of the Vehicle on the Golf Course.

NOW, THEREFORE, the parties agree as follows:

1. Permit to Enter Golf Course. SMGC hereby grants to Permitee a revocable, non-exclusive license and permission to enter the Golf Course for the purposes set forth herein, subject to Permitee's compliance with the terms of this Entry Permit. Only Permitee shall be permitted to enter the Golf Course during the term of this Entry Agreement and only during hours of operation, without SMGC's prior written consent. All other users must also obtain the written consent of SMGC prior to entry in the Vehicle.

2. License. Each Permitee shall, at all times, maintain a valid driver's license and shall comply with all applicable governmental laws and regulations, including, without limitation, municipal codes and ordinances, with regard to operation of the Vehicle.

3. Compliance. All persons who enter the Golf Course pursuant to this Entry Permit do so at their own risk, and shall comply with any and all instructions and directions of SMGC. SMGC shall have the right to tow or otherwise remove a non-functioning or abandoned Vehicle or a Vehicle blocking any right of way.

4. Release of Liability; Indemnification. Permitee shall indemnify, defend and hold SMGC entirely harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including, but not limited to reasonable attorneys' fees) of any kind or character to any person or property arising from or caused by any use of the Golf Course by Permitee or caused by or arising from any act or omission of Permitee, or by or from any accident on the Golf Course, or any casualty thereon arising out of Permitee's use of the Golf Course or caused by any loss or theft whatsoever of any property or anything placed or stored by Permitee on or about the Golf Course. Permitee, as a material part of the consideration for this Entry Permit, waives all claims or demands against SMGC for any such loss, damage or injury of Permitee or Permitee's property, and agrees to so indemnify and hold SMGC harmless from the same with counsel chosen by SMGC.

5. Insurance. Permitee shall, at its sole expense maintain with a reputable company or companies acceptable to SMGC, a policy or policies of comprehensive general liability insurance with respect to use of the Vehicle. A copy of the declaration page of such policy shall be provided to SMGC together with this Entry Permit and the non-refundable Annual Trail Fee. Upon expiration or termination of such insurance without an equivalent replacement policy, this Entry Permit shall be revoked and terminated immediately without notification, or further action by SMGC.

6. Remedies. If a Permitee shall be in breach of any of its obligations under the Entry Permit and should Permitee fail to cure such breach within ten (10) days following a written notice from SMGC specifying the nature of such breach, or if a Permitee shall fail to abide by The Club's "Rules and Regulations" and/or "Code of Conduct (Ethics)", SMGC shall have the right to revoke and terminate this Entry Permit. All remedies provided herein or by law or equity shall be cumulative and not exclusive. No termination or expiration of the Entry Permit shall relieve Permitee of its obligations to perform those acts required to be performed either prior to or after its termination or expiration.

7. Term. The term of this Entry Permit shall run concurrent with each annual membership renewal. The Annual Trail Fee is to be paid by Permittee to SMGC in advance and is non-refundable.

8. Cost of Enforcement. In the event it is necessary for SMGC to employ an attorney or other person or commence an action to enforce any of the provisions of this Entry Permit or to remove Permittee from the Golf Course, Permittee agrees to pay all costs of enforcement in connection therewith, including but not limited to court costs and attorneys' fees.

9. Miscellaneous. This Entry Permit constitutes the entire agreement between the parties hereto pertaining to the subject matter hereto and all prior and contemporaneous agreements, representations and understandings of the parties hereof and all prior contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No waiver of any of the provisions of this Entry Permit shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. This Entry Permit shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The captions of this Entry Permit are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Entry Permit may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same Entry Permit.

IN WITNESS WHEREOF, the parties hereto have executed this Entry Permit as of the date first above written.

**SHADOW MOUNTAIN GOLF CLUB:**

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**PERMITEE(S):**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

**Golf Cart License/Sticker #:** \_\_\_\_\_

Trail Fee Amount: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_

\* Attach a copy of the Insurance Card or Declaration Page