



**TOURNAMENT CLUB OF
IOWA
2023 ANNUAL PASS APPLICATION**

ANNUAL PASS HOLDER INFORMATION:

Primary Annual Pass Holder: _____ Date of Birth: _____

Additional Family Member (If Applicable): _____

Additional Family Member (If Applicable): _____

Mailing Address: _____ City, State, & Zip Code: _____

Email Address: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

TERMS AND CONDITIONS:

Annual Fee:

- INDIVIDUAL ANNUAL PASS (\$3,000+tax = \$3,210)**
- ADDITIONAL FAMILY MEMBER – 13 YEARS OR OLDER (\$1,000+tax = \$1,070/each)**
- ADDITIONAL FAMILY MEMBER – 12 YEARS OR YOUNGER (\$500+tax = \$535/each)**
- CREDIT CARD FEE (\$100)**

The annual fee of _____ is **DUE IN FULL** upon execution of this Agreement enables Annual Pass Holder to use of all Club facilities and privileges as described in the Agreement from opening day of season 2023 to closing day of season 2023.

Privileges/ Benefits: Privileges as defined in this plan are available to the primary Annual Pass Holder (and additional family member if applicable) only, who is referred to herein as the "Annual Pass Holder". Annual Pass Holder includes green fee, cart fee, and practice balls, unlimited use of the practice facility, 14 day advance tee times, 10% discount on *select* merchandise, reciprocal program, and preferred rates on tournaments and league events (if offered). Annual Pass Holders are also allowed to have accompanied golf guests. Annual Pass Holders shall receive preferential rates for accompanied guests.

Tee Time/Reservation Privileges: Each Annual Pass Holder will be entitled to reserve a tee time no more than 14 days in advance. Tee Time Reservations must be made online at tcofiowa.com. If you do not wish to book your tee time online, you may play on a space available basis but will not be guaranteed a specific tee time.

Cancellation Policy: Annual Pass Holder will be held responsible for any abandoned tee times not canceled prior to the 24-hour cancellation period. There will be a \$20 No Show/Short Show Fee per player. No Show/Short Show Fees are nonrefundable. Annual Pass Holder will be required to keep updated credit card on file.

Management of Club Facilities: Tournament Club of Iowa reserves the right to restrict or to otherwise reserve the club facilities for such purposes as the company deems appropriate including, without limitation, maintenance, tournament play, promotional activities, and special events.

Initial

General Club Rules and Policies: Annual Pass Holders will be required to comply with any club rules and policies of Tournament Club of Iowa set forth herein or otherwise implied hereafter. Any Annual Pass Holder who violates this agreement or otherwise engages in conduct detrimental to Tournament Club of Iowa is subject to revocation of Annual Pass Holder and all associated privileges **without refund**. All Annual Pass Holders are responsible for their guests' conduct and behavior.

Dress Code: Proper golf attire is preferred.

Check-in: All Annual Pass Holders must check into the golf shop prior to playing, there are no exceptions.

GENERAL TERMS AND CONDITIONS

ANNUAL PASS HOLDERSHIP QUALIFICATIONS

Any individual of responsible character and proven financial responsibility without regard to race, sex, ethnic background or religion is eligible for an Annual Pass Holder at Tournament Club of Iowa. Annual Pass Holder in the club includes the Annual Pass Holder's right to utilize the club facilities within the framework of these terms and conditions and in accordance with the club rules and regulations, which may change from time to time at the discretion of Tournament Club of Iowa. It does not infer any authority in the management of the club or any interest in the property or assets of the club.

ANNUAL PASS HOLDERSHIP PROVISIONS

The Annual Pass Holder information application must be completed and signed by the Annual Pass Holder or prospective Annual Pass Holder before the Annual Pass Holder process can begin. The name that appears on the signed Annual Pass Holder application will be considered the Annual Pass Holder. **Annual Passes are non-transferable and not assignable by the Annual Pass Holder.**

ANNUAL PASS HOLDERSHIP SALES ALLOCATION / WAITING LIST / ROSTER NUMBER

Annual Pass Holders at Tournament Club of Iowa will be limited to the first 150 applications processed and applications will be considered approved when signed by the General Manager. The club, at its sole discretion, has the right to change the number of available Annual Pass Holders.

RULES AND REGULATIONS

All Annual Pass Holders agree to abide by the club rules and regulations while in the club facility. These rules and regulations may change from time to time in the discretion of Tournament Club of Iowa. Failure to abide by the club rules and regulations may result in termination of Annual Pass Holder.

DAMAGES

Annual Pass Holders accept responsibility for all property damages (including golf carts) except due to ordinary wear and usage caused by themselves or their guests. The club shall not be liable to Annual Pass Holders and their guests for property damaged, lost, or stolen in or about the club and the Annual Pass Holder hereby releases Tournament Club of Iowa from any such loss.

RIGHTS TO CANCELLATION

Annual Pass Holders may only this obligation for any of the following reasons:

1. In the event of an Annual Pass Holder's death, the Annual Pass Holder's estate may cancel the contract. The canceling Annual Pass Holder may be entitled to a refund of any prepaid annual dues or fees, which will be pro-rated from the date the written notification is received by Tournament Club of Iowa.
2. If the Annual Pass Holder becomes significantly physically or mentally disabled for a period in excess of three months with reasonable evidence of illness, including a notification from their doctor.

Request for discontinuance of Annual Pass Holder must be in writing. All check refund consideration will be taken on a case-by-case basis and will be pro-rated from the time of receipt of written notification.

REFUND/POLICY CHANGES

The club reserves the right to change fees, services, and operational procedures without prior notice to the Annual Pass Holder.

SUSPENSION AND TERMINATION

The club may terminate an Annual Pass Holder by notification in writing, at the last address shown on club records for that Annual Pass Holder. A terminated Annual Pass Holder will remain liable for all indebtedness incurred. At the sole discretion of the club management, the Annual Pass Holder of any Annual Pass Holder who is in arrears in his or her account to the club may be suspended or terminated.

SEVERABILITY

In the event any part or parts of this agreement are determined invalid or unenforceable, such part or parts shall be severed and their remainder shall be in effect.

GENERAL

This agreement may not be assigned or otherwise transferred, in whole or in part, by the Annual Pass Holder. This agreement shall be governed by the laws of Iowa, exclusive of its choice of law provisions. In the event that Tournament Club of Iowa commences any action to recover amounts due from the Annual Pass Holder, it shall be entitled to recover its attorneys' fees and costs. No provision of this agreement may be waived, unless such waiver is in writing. No waiver in any one instance shall be effective in any other instance. The fact that one party or the other party drafted this agreement shall not be considered in the interpretation of this agreement. The obligations of an Annual Pass Holder to Tournament Club of Iowa shall survive any termination or cancellation of this agreement. Any liability of Tournament Club of Iowa to the Annual Pass Holder shall be limited to return of the initial annual fee.

AGREEMENT

Annual Pass Holder is subject to approval by Tournament Club and shall be effective only when Tournament Club of Iowa approves this agreement. The undersigned states that he/she has read and understands the Terms and Conditions of this agreement; agrees to be bound by such Terms and Conditions and acknowledges that he/she has received a copy of this Agreement. Any account balances must be paid in full prior to termination.

Acceptance and approval by Tournament Club of Iowa constitutes a contract between the parties granting the Applicant all rights and privileges afforded to the applicable Annual Pass Holder under the current Terms and Conditions. Rules and Regulations, Terms and Conditions and the General Terms and Conditions may be amended from time to time at Tournament Club of Iowa's discretion. Tournament Club of Iowa reserves the right to cancel any Annual Pass Holder in part or in full with or without cause.

The provisions of the Terms and Conditions and the General Terms and Conditions are hereby incorporated in this Agreement. Each party has read this Agreement and understands the contents thereof. Signature below indicates that there are no questions about the terms of this Agreement and the obligations of the parties and the Annual Pass Holder intends to be bound hereby.

Annual Pass Holder

Tournament Club of Iowa

Name

Stephen Kahler – General Manager

Date

Date

Credit Card Number

Security Code

Expiration Date

Credit Card Information will be destroyed once entered into PCI Compliant Point of Sale System.

Initial