



DESIGNEE APPLICATION

I hereby make application to Forsgate Country Club ("Club"), for Designee status in the Club, under the Corporate or Executive Membership owned by the entity specified below ("Business Entity"). If accepted, I agree to abide and be bound by the Membership Plan dated September 27, 2002 ("Plan"), the Terms and Conditions of application and Membership attached hereto, and all the Club's Rules and Regulations, as each now exists or may hereafter be amended by the Club.

I understand that until my application is approved, I cannot use the Club or its facilities. Acceptance of applications for Designee status is in the sole discretion of the Club.

I HEREBY ACKNOWLEDGE THAT I AM APPLYING FOR DESIGNEE STATUS FOR THE SOLE PURPOSE OF OBTAINING RECREATIONAL USE OF THE CLUB FACILITIES, AND NOT AS AN INVESTMENT OR FOR AN ECONOMIC PROFIT AND THAT NO PERSON EMPLOYED BY THE CLUB OR PURPORTING TO SPEAK FOR THE CLUB HAS MADE ANY PROMISE OR HELD OUT ANY INDUCEMENT TO ME CONTRARY TO THE INFORMATION IN THE MEMBERSHIP PLAN.

NAME OF BUSINESS ENTITY _____

PERSONAL QUESTIONNAIRE

APPLICANT'S NAME _____

BIRTH DATE _____

SPOUSE'S NAME _____

BIRTH DATE _____

LOCAL RESIDENCE NUMBER _____ STREET _____ CITY _____ STATE _____ ZIP CODE _____

RESIDENTIAL COMMUNITY _____ TELEPHONE _____

E-MAIL ADDRESS _____ FAX NUMBER _____

MAILING ADDRESS NUMBER _____ STREET _____ CITY _____ STATE _____ ZIP CODE _____

TELEPHONE _____

LIST ALL CHILDREN OF APPLICANT UNDER THE AGE OF 24. Unmarried children age 12 through 23 who reside at home, attend school on a full-time basis or are on active military duty are eligible to be issued a membership card entitling them to charge privileges. Please indicate which children should receive a card.

	NAME	BIRTH DATE	CHARGE PRIVILEGE	
			YES	NO
1.	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
2.	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
3.	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

BUSINESS INFORMATION

APPLICANT'S TITLE WITH BUSINESS ENTITY _____

TELEPHONE _____ YEARS WITH BUSINESS ENTITY _____

TERMS AND CONDITIONS OF APPLICATION AND MEMBERSHIP

- A. This application shall entitle the undersigned applicant ("Applicant") to apply for Designee status privileges at the Club. This application will not be acted upon until it is fully completed, executed and submitted to the Club. Each Designee is deemed to be a "Member" as that term is used in the Membership Plan and the Rules and Regulations, for certain purposes including, but not limited to, use privileges and disciplinary provisions.
- B. A Corporate Membership and Executive Membership allow an operating entity with an ongoing business purpose ("Business Entity") to provide membership privileges in the Club to its partners, officers, directors, shareholders and employees (collectively "Designees"). Corporate Members shall have at least two Designees and Executive Members shall be limited to one Designee. Privileges are contingent upon approval by the Club of the Business Entity for membership and the Applicant for Designee status prior to the use of the Club Facilities. Should the status and circumstances change under which this privilege is granted, the Designee privilege may be immediately terminated by the Club without any liability to the Designee or Business Entity.
- C. Applicant acknowledges receipt of and agrees, by execution of this Membership Application, upon acceptance of application by the Club, to be bound by the Membership Plan and the Rules and regulations, as they each may be amended from time to time. Memberships subject to suspension or termination for failure to abide by membership conditions. Applicant agrees to be jointly and severally liable with the Business Entity and its other Designees for all amounts owed under the Corporate or Executive Membership.
- D. Applicant acknowledges that the membership is not an investment in the Club, nor does it provide an equity or ownership interest in the Club or Club Facilities. Membership in the Club does not confer upon the Applicant a vested right or prescriptive right or easement to use the Club Facilities. Applicant acknowledges that a Designee only acquires a revocable license to use the Club Facilities in accordance with the Membership Plan and the privileges associated with the membership category and dues option acquired. The Club reserves the right, at any time or from time to time, in its sole and absolute discretion, to reserve memberships, to discontinue operation of any or all of the Club Facilities, to sell or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to terminate any or all types of membership, to convert the Club into a member-owned club, and to make any other changes in the terms and conditions of membership or facilities available for use by members. Applicant acknowledges that the Membership Plan may be terminated at any time by the Club.
- E. Applicant covenants and agrees to indemnify and hold harmless the Club and its partners, directors, officers, employees, representatives, affiliates and agents in accordance with the provisions of the Plan and the Rules and Regulations.
- F. Applicant acknowledges that use of the Club Facilities may be restricted from time to time, and that use, service or other charges may vary from time to time.
- G. Upon signing this application, Applicant authorizes the disclosure and release of information to the Club for investigating Applicant's qualifications for Designee status, and authorizes all persons or entities to furnish information to the Club including, without limitation, Applicant's credit history. Applicant agrees that all information and communications received by the Club in connection with this application are privileged, confidential and not subject to disclosure to Applicant or to any other person other than authorized Club personnel. Applicant agrees never to make demand on the Club or any other person to disclose any of the information or communications to Applicant, and Applicant releases the Club, its officers, directors and employees and any person providing information or communications from any liability in connection therewith.
- H. If any clause, provision or section of this application is determined to be illegal, invalid or unenforceable by any court, the illegality, invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections and the application shall be constructed and enforced as if such illegal, invalid or unenforceable clause, provision or section had not been included.

APPLICANT'S SIGNATURE

DATE _____

The Business Entity hereby authorizes the Designee described in this Application to have Club privileges and agrees that the Business Entity is jointly and severally liable for all amounts arising out of the Designee's privileges.

Signature of Authorized Officer of Business Entity Member

Print Name: _____

Title: _____ Date: _____

If this application is for a change of a Designee, please complete the following and enclose a transfer fee of \$ _____ Previous Designee Name: _____

ACCEPTED:

RDC FORSGATE PARTNERS, LLC, a New Jersey limited liability company d/b/a FORSGATE COUNTRY CLUB

DATE _____

By: _____

Title: _____