

Unmarried Children of Applicant (23 years of age & under living at home):

Name: _____ Gender: _____ Date of Birth: ____/____/____

Name: _____ Gender: _____ Date of Birth: ____/____/____

Name: _____ Gender: _____ Date of Birth: ____/____/____

Social/Club References:

1) _____
Name of Club/Organization Type

Address

Telephone Number

2) _____
Name of Club/Organization Type

Address

Telephone Number

Credit Card Information:

Please Check One: Visa MasterCard American Express Discover

Name as it appears on Card: _____

Account Number: _____ Expiration Date: _____

****Please Note:** All member payments should be made via check or cash. Credit card payments will be accepted and are subject to a 3% processing fee (3.5% for AMEX). The credit card information listed above is used for delinquent club balances only.

I authorize The Club at Hillbrook to apply any and all charges that have not been paid in less than 60 days to the major credit card listed.

I certify that the foregoing statements are complete and true. I hereby authorize The Club at Hillbrook to investigate the information stated herein and do further request that personal data be treated in a confidential manner.

A check or cash, for entrance, is included with my application. I understand that membership is subject to election by the club and that in the event I am not elected membership, any and all monies deposited herewith shall be refunded immediately and this agreement will be considered cancelled and of no effect.

I acknowledge that I have received and read a copy of The Club at Hillbrook bylaws and agree that I shall abide by the terms therein.

I understand that I am not acquiring any property interest in the assets of The Club at Hillbrook.

Signature of Applicant: _____

Printed Name: _____ **Date:** _____

Membership Bylaws

Introduction

The Club at Hillbrook, located at 14800 Hillbrook Drive, Chagrin Falls, Ohio 44022, is a private club operated for the use of its members by the owners of The Club.

The Following Bylaws have been adopted for the Clubhouse, Tennis Courts, Swimming Pool, Fitness Center, Guest Suites and adjacent areas.

These rules have been carefully considered and we request your faithful compliance so that all may enjoy to the utmost the benefits of The Club at Hillbrook (hereafter called The Club) and its facilities.

Members are always invited to make constructive suggestions. Please be assured they will be gratefully received and carefully considered. The members of The Club shall make all such recommendations and suggestion to the owners of The Club through The Club at Hillbrook Advisory Board of Directors.

Each candidate for membership will be required to read and sign a copy of the Bylaws, which shall be submitted to The Club upon applying for membership.

The Club at Hillbrook is a non-smoking facility. This rule will be enforced to all members and their guests.

Article I – Classification of Memberships

Section 1 – Classification of Membership

- A. Full Members
- B. Dining Members
- C. Corporate Members

Section 2 – Full Members

Any person having reached the age of 23 shall be eligible for membership in The Club at Hillbrook and shall enjoy privileges including Swimming, Tennis, Fitness, Clubhouse, Guest Suites and Social Activities. Also included are privileges for spouse and children under applicable rules and regulations.

Initiation dues and any applicable membership fees are subject to change at any time.

Section 3 – Dining Members

Any person having reached the age of 23 shall be eligible for membership in The Club at Hillbrook and shall be entitled to use of all Dining Facilities and Guest Suites. Also included are privileges for spouse and children under applicable rules and regulations.

Initiation dues and any applicable membership fees are subject to change at any time.

Section 4 – Corporate Members

Any person having reached the age of 23 shall be eligible for membership in The Club at Hillbrook and shall be entitled to use of all Dining Facilities and Guest Suites. Also included are privileges for spouse and children under applicable rules and regulations. This person must be assigned under another current member in said corporation.

Initiation dues and any applicable membership fees are subject to change at any time.

Article II – Liquor

The Club at Hillbrook will operate as a bottle club. Corkage and set-up fees will apply.

Article III – Eligibility for Membership

To be eligible for membership in The Club at Hillbrook, an individual must be of good standing in the community and possess such other qualifications as The Club from time to time prescribes. The classes of membership on The Club and the respective fee and membership dues relating thereto shall be established by The Club and some may be changed at any time.

Article IV – Admission to Membership

Section 1 – Each applicant for membership in The Club shall complete and submit a Membership Application together with the applicable fee(s), via cash or check, and a signed copy of the Bylaws.

Section 2 – Upon the written approval and acceptance of application by The Club, the applicant shall be notified by The Club as to the effective date of membership.

Section 3 – Membership dues shall commence to accrue from the date of admission to membership.

Article V – Guests

Section 1 – Each member of The Club, not including affiliates, in good standing, shall be entitled to invite guests to The Club. Each member is subject to the Guest Fees Policy, established by The Club. Guest privileges may be restricted at the discretion of The Club.

Section 2 – The sponsoring member shall be responsible for the conduct of each of his guests while at The Club and for the payment of any guest charges and fees. If the manner, deportment and appearance of any guest are deemed to be unsatisfactory, the sponsoring member shall, at the request of The Club, cause such a guest to leave The Club premises. The Club may at any time suspend or terminate guest privileges of any Club member.

Article VI – Termination of Membership by Member

Section 1 – Any member wishing to terminate his membership in The Club must do so by certified mail. Termination is not in effect until such notice is received in the Club Office. Notwithstanding such termination of membership such member shall remain liable for any Club account or membership dues.

Such member shall not be entitled to a refund of any part of any initiation fee or membership dues thereto after paid by such member to The Club.

Section 2 – If a member resigns his membership at a later date and wishes to reinstate, he may do so (if the period of resignation is (12) calendar months or less) by payment of the dues accrued during the period of resignation. A member not reinstating his membership within one (1) calendar year will lose their position in The Club and must reapply for admission.

Section VII – Termination of Membership by The Club

Section 1 – The Club may terminate the membership of any member by giving written notice, if, in the judgment of The Club such member is-

- A. Guilty of conduct unbecoming of a gentleman or lady either on or off The Club premises, or has
- B. Violated these Bylaws or rules regulating the use of The Club or,
- C. Default in payment, when due, of his membership due or Club accounts.

Section 2 – The Club may at any time restrict or suspend any member's right to use any facilities of The Club, in The Club shall determine that such restriction or suspension shall be in the best interest of The Club and its members. No such member shall, on account of such restriction or suspension, be entitled to refund of any fee or membership dues.

Article VII – Duration of Membership

Section 1 – Regular members are entitled to continue their membership unless terminated in accordance with Article VI or Article VII.

Article IX – Membership Status Change

Section 1 – In the event of Membership Status Change or conversion of membership, such member may do so by submitting an application accompanied by the additional fee to The Club. All such members shall have priority over any membership waiting list.

Section 2 – Membership rights may not be transferred to another person.

Article X – Payment of Dues and Club Account

Section 1 - Membership dues and club accounts shall be deemed delinquent if not paid within (30) days after the billing. If the membership dues or Club account of any member is delinquent, The Club may at its option take any action that it deems appropriate under circumstance including, but not limited to:

1. The imposition of interest of 5% for any delinquent accounts.
2. The suspension of the credit of a delinquent member until his indebtedness shall have been paid in full.
3. The posting of the name of the delinquent member and the amount of his indebtedness, and
4. The suspension or termination of membership in The Club. If The Club commences legal action to collect any fees, membership dues or Club accounts owed by any member, or to enforce any other liability to The Club of such member, and if judgment is obtained by The Club, such members shall also be liable for all costs and expenses of legal action, including reasonable attorney's fees. All membership dues and Club accounts past 30 days will be subject to a five (5) percent monthly interest fee.

Article XI – Notice

Section 1 – Any notice required by these Bylaws shall be delivered to:

The Club at Hillbrook
P.O. Box 603
Chagrin Falls, Ohio 44022

Section 2 – Each member shall register and maintain a current address with the Director of Membership. Any notice required by these Bylaws shall be sent to the address registered.

Article XII – Liability for use of Premises and Facilities

Section 1- The Club assumes no responsibility for injuries sustained by or damages resulting from the acts of omissions of members their families or guests.

Section 2 – Each member agrees to be responsible for damages resulting from said member’s acts or acts of his family and guests and agrees to defend, indemnify and save harmless The Club, its owners, its officers, directors or employees, as the case may be, from and against any and all liabilities of any nature sustained by or resulting from said member’s acts of omission and that of his family.

Article XIII – Right to Regulate use of Property

Section 1 – The Club shall amend the Bylaws and rules regulating the use of Club property, as it may deem necessary. Such rules shall be updated in the membership directory.

Section 2 – All private property, while in or on Club premises, either for or without hire, shall be there at the owner’s sole risk.

Section 3 – Any such private property left, without the payment of storage thereon, in or on The Club premises for sixty (60) days or more, may be sold or otherwise disposed of by The Club, with or without notice at public or private sale, and the proceeds, if any, shall belong to The Club.

Article XIV – Contract of Membership

Section 1 – These Bylaws shall be considered a part of the contract of membership and a terminable license to use The Club and its facilities, and no other rights of any kind shall accrue to any member solely by virtue of his membership in The Club. Children of members under the age of 23 who reside in member’s home may use The Club facilities applicable to their parent’s membership classification subject to the rules and regulations.

Article VX – The Club at Hillbrook Advisory Board of Directors

Section 1 – There shall be an Advisory Board of Directors selected by the members of The Club at Hillbrook in accordance with The Club at Hillbrook Advisory Board of Directors Bylaws. The Board shall act as a liaison between the members of The Club and the owners of The Club. The Advisory Board shall act in the advisory capacity only and may make recommendations to the owners of The Club regarding the activities of The Club.