

APPLE MOUNTAIN COUNTRY CLUB

Belvidere, Warren County, New Jersey

MEMBERSHIP AGREEMENT AND TERMS & CONDITIONS

All Membership Tiers: Social · Heritage · Legacy · Founder

Version 4

Effective: 8/19/26 | Subject to revision

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SUBSCRIBING FOR MEMBERSHIP.
BY SUBMITTING A MEMBERSHIP APPLICATION, MAKING ANY PAYMENT, OR ACCESSING CLUB
FACILITIES, YOU AGREE TO BE BOUND BY ALL TERMS OF THIS AGREEMENT.**

SECTION 1 — PARTIES, DEFINITIONS, AND ACCEPTANCE

1.1 Parties

This Membership Agreement ("Agreement") is entered into between and Royal Resort, LLC Doing Business as Apple Mountain Country Club, a New Jersey limited liability company with its principal place of business at 369, Hazen Oxford Rd, Belvidere, Warren County, New Jersey 07823 (hereinafter "Club," "AMCC," "Management," "we," "us," or "our"), and the individual or household submitting a membership application (hereinafter "Member," "you," or "your").

1.2 Definitions

- "Club Facilities" means all physical premises, amenities, structures, outdoor spaces, common areas, parking, and services located at or operated by Apple Mountain Country Club, including but not limited to the driving range, putting greens, mini golf course, restaurant, bar, coffee shop, pro shop, lodging accommodations, lounge, and any future amenities such as an 18-hole golf course., disc golf course or any other facilities and amenities provided in the future.

- "Membership Tier" means the level of membership selected by the Member: Social Member, Heritage Member, Legacy Member, or Founder Member, each with the respective benefits described in Section 4.
- "Membership Period" means the duration of membership, on a month-to-month basis.
- "Household Member" means a spouse, domestic partner, child, or young adult added to a primary Member's account pursuant to Section 5.
- "Benefits" means the non-guaranteed, revocable privileges described in the membership tier descriptions, which are subject to availability, modification, suspension, or termination at any time in Management's sole discretion.
- "Management" means the owners, officers, managers, employees, agents, contractors, and representatives of Royal Resort, LLC.
- "Rules and Regulations" means all policies, codes of conduct, facility rules, reservation policies, dress codes, and operating procedures as posted or communicated to Members from time to time, which are incorporated by reference into this Agreement.

1.3 Acceptance of Agreement

By submitting a membership application, making any membership payment, activating a membership, or accessing Club Facilities in any capacity, you acknowledge that you have read, understood, and agree to be bound by all terms and conditions of this Agreement, including all incorporated policies and Rules and Regulations. If you do not agree to these terms, you must not submit an application, make any payment, or access Club Facilities.

This Agreement supersedes all prior oral or written representations, marketing materials, verbal statements, email communications, or social media postings regarding membership benefits, pricing, amenities, or services. No employee, agent, or representative of the Club has authority to modify the terms of this Agreement except in a written amendment signed by an authorized officer of Royal Resort, LLC.

1.4 Legal Capacity

By entering into this Agreement, you represent and warrant that you are at least 18 years of age, that you have the legal capacity to enter into a binding contract, and that all information provided in your membership application is true, accurate, and complete. Memberships for minors under age 18 must be established by a parent or legal guardian, who assumes full personal liability under this Agreement.

SECTION 2 — MEMBERSHIP TIERS AND BENEFIT SUMMARY

2.1 Available Membership Tiers

Apple Mountain Country Club offers four (4) membership tiers, each with distinct pricing and benefit levels as summarized below. All benefits are subject to the terms, limitations, exclusions, and disclaimers set forth throughout this Agreement.

Benefit	Social Member	Heritage Member	Legacy Member	Founder Member
Driving Range (TrackMan) Hours	2 hrs/mo	6 hrs/mo	10 hrs/mo	Unlimited
Driving Range Hours (Non-TrackMan)	5 hrs/mo	10 hrs/mo	15 hrs/mo	Unlimited

*will be discontinued once trackman opens				
Additional Discount on food. Excludes Alcoholic Beverages and Gift Cards	5%	8%	12%	15%
Mini Golf	Unlimited Free	Unlimited Free	Unlimited Free	Unlimited Free
18-Hole Golf (est. Summer 2027) not guaranteed	Priority purchase	Auto access +cart fee apply + reservation required. + Additional Fee apply	Auto access +free cart + reservation required + Additional Fee apply	Auto access + free cart + reservation required + Additional Fee apply
Member-Only Lounge & Spaces	None	None	Yes	Yes
Putting Greens (Opening Fall 2026)	Unlimited	Unlimited	Unlimited	Unlimited
Daily Coffee	No	One Free regular	One Free regular	One Free regular

The benefit summary table above is provided for reference only. In the event of any conflict between the table and the body of this Agreement, the Agreement text governs. All benefits described are subject to availability, operational constraints, and Management's right to modify or discontinue services as set forth in Section 7.

2.2 No Guarantee of Specific Benefits

MEMBERSHIP IN ANY TIER DOES NOT GUARANTEE ACCESS TO ANY SPECIFIC AMENITY, SERVICE, EVENT, OR FACILITY AT ANY PARTICULAR TIME. All benefits are offered as privileges subject to availability, scheduling, maintenance, staffing, weather conditions, safety considerations, and Management's sole operational discretion. The Club expressly reserves the right to suspend, modify, restrict, or permanently discontinue any benefit without prior notice and without obligation to provide a substitute benefit or refund.

Trial Operations; Club Closure or Suspension

Member acknowledges and agrees that Apple Mountain Country Club is currently operating during an initial or trial operating period as the Club develops, evaluates, and expands its facilities, amenities, services, and membership program. The Club makes no representation or guarantees that all presently offered or anticipated facilities, amenities, services, operating hours, or membership benefits will remain available indefinitely.

The Club reserves the right, in its reasonable business judgment and subject to applicable law, to modify, reduce, temporarily suspend, or discontinue Club operations, amenities, services, or membership programs, or to permanently cease operations.

If the Club permanently ceases operations or terminates its membership program, the Member's membership will be cancelled effective as of the date designated by the Club, and **no membership dues, recurring charges, or other charges attributable to periods after the effective date of cancellation will be assessed.** Any recurring membership charge covering a period extending beyond the effective cancellation date will be adjusted or credited on a **pro rata basis**, to the extent required by applicable law.

Membership dues, fees, and other charges properly incurred for periods during which membership privileges, facilities, or services were available are non-refundable, except where a refund, credit, contract extension, or other remedy is required by applicable law.

Nothing in this provision is intended to waive, restrict, or eliminate any cancellation, refund, extension, or other rights that a Member may have under applicable federal, state, or local law.

SECTION 3 — FEES, PAYMENT, AND BILLING

3.1 Initiation Fees

An initiation fee is due at the time of membership enrollment. Initiation fees are non-refundable and non-transferable under any circumstances, including but not limited to: cancellation of membership for any reason, dissatisfaction with Club services, changes in personal circumstances, relocation, medical conditions, employment changes, or any other cause. Initiation fees may be waived during promotional launch periods solely at Management's discretion and are not a permanent offer or entitlement.

3.2 Monthly Fees

Monthly membership fees are billed in advance on the same date each month (the "Billing Date"). All fees are exclusive of applicable New Jersey state and local taxes, which will be assessed and collected in addition to the stated membership rates.

3.3 No Refunds; No Prorations

ALL FEES PAID TO THE CLUB ARE STRICTLY NON-REFUNDABLE. This includes initiation fees, monthly dues, add-on fees, event fees, and all other charges. The Club does not provide partial-month refunds, prorated refunds, or credits of any kind upon cancellation, downgrade, suspension, or termination of membership for any reason, regardless of the Member's usage of Club Facilities during any billing period. By enrolling, Members expressly waive any right to seek a chargeback, reversal, or refund through any payment processor, credit card issuer, or financial institution for fees paid in accordance with this Agreement.

3.4 Failed Payments; Late Charges; Suspension

If any payment is declined, returned, or otherwise not processed on the Billing Date, the Club will make one (1) additional attempt to process the payment within five (5) calendar days. If the payment remains uncollected after the second attempt, the Member's account will be placed in "Suspended" status. During suspension, all membership benefits, access to Club Facilities, and use of credits are immediately and automatically suspended without further notice. **A reactivation fee of \$25 may be assessed before membership benefits are restored.** The Club reserves the right to report unpaid balances to collection agencies and to pursue all available legal remedies to collect outstanding amounts, including attorneys' fees and costs to the extent permitted by New Jersey law.

3.5 Automatic Renewal

Monthly memberships renew automatically on each Billing Date until cancelled in accordance with Section 6. Email at contactus@applegolfclub.com. The Member is responsible for maintaining a current email address on file with the Club. Failure to receive a renewal reminder due to an outdated email address does not relieve the Member of the obligation to pay or the automatic renewal terms.

3.6 Price Changes

The Club reserves the right to modify membership pricing, add-on rates, and fee structures at any time. For month-to-month Members, pricing changes will take effect on the next Billing Date following thirty (30) days' written notice.

3.7 Taxes

Members are responsible for all applicable federal, state, and local taxes on membership fees and any goods or services purchased at the Club. The Club will collect and remit New Jersey sales tax required by applicable law. Tax obligations are in addition to all stated membership rates.

SECTION 4 — CREDITS, DISCOUNTS, AND BENEFIT LIMITATIONS

4.1 Discounts

Member discounts apply only to eligible purchases made at Club-operated outlets during the Member's active membership period and exclude alcohol sales. Discounts may not be combined with other Club promotions, third-party offers, or negotiated pricing unless explicitly authorized by Management in writing. The Club reserves the right to modify eligible purchase categories, discount percentages, and applicable outlets at any time upon thirty (30) days' notice. Discounts do not apply to gift cards, and benefits cannot be used to purchase gift cards.

4.2 Driving Range

Driving range access is subject to advance reservation, availability, and operational hours. Bay availability is not guaranteed, and reservations may be cancelled or modified by the Club due to equipment maintenance, weather conditions, safety concerns, events, or other operational needs. Unused driving range hours do not roll over to subsequent months. Range sessions are subject to a maximum of six (6) individuals per bay. Members under age 16 must be accompanied by a parent, guardian, or an adult Household Member aged 18 or older.

The Club reserves the right to implement reasonable use of policies, session time caps, and reservation limitations to ensure equitable access for all Members.

Non-Trackman Driving Range access is provided as an interim benefit (2 hrs/mo for Social, 10 hrs/mo for Heritage, 15 hrs/mo for Legacy, and Unlimited for Founder) and will be automatically discontinued upon the opening of the Trackman Driving Range.

4.3 Mini Golf

Mini golf access is subject to availability and operating hours. Complimentary mini golf included in Social, Heritage, Legacy, and Founder tiers is subject to course availability and may be limited during private events, maintenance, or special programming. The Club does not guarantee any specific number of mini golf rounds per visit and may impose wait times, restrict access, or close the course at any time without notice. Non-Members pay \$5 per round, subject to change.

4.4 18-Hole Golf Course

The Club is working toward the opening of an 18-hole golf course, currently estimated for Summer 2027. THIS DATE IS AN ESTIMATE ONLY AND IS NOT GUARANTEED. The opening of the golf course is subject to construction progress, permitting, regulatory approvals, weather, financing, and numerous other factors outside the Club's control. THE CLUB MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT THE GOLF COURSE WILL OPEN ON ANY PARTICULAR DATE OR AT ALL. Membership in any tier does not confer any vested right to use the golf course. Access, pricing, and benefit levels upon opening will

be governed by the then-current policies and, where applicable, vesting requirements are in effect at the time of opening. Failure to open the golf course by any estimated or projected date shall not constitute a breach of this Agreement and shall not entitle any Member to any refund, credit, compensation, or other remedy.

SECTION 5 — FAMILY AND HOUSEHOLD MEMBER ADD-ONS

5.1 Household Member Add-On Rates

Primary Members may add Household Members to their account at the following additional monthly rates: Spouse or Domestic Partner — \$40/month; Child under 18 — \$15/month; Children under 8 — No charge when accompanied by a Member or Household Member; Young Adult (ages 18–22, enrolled student) — \$25/month (student status must be verified with current enrollment documentation).

Household Member add-ons share all range hours, event space uses, and stay credits of the primary Member's tier account. Benefits are not duplicated, multiplied, or separately allocated per Household Member. All Household Members are bound by this Agreement and all Rules and Regulations; the primary Member is jointly and severally responsible for the conduct and compliance of all Household Members.

5.2 Adding Household Members

A Household Member may be added to an account at any time, effective immediately. Fees for a Household Member added mid-month will be prorated on a daily basis for the remainder of the current billing cycle. A minimum add-on period of thirty (30) days applies; Household Members may not be added and removed within fewer than thirty (30) days.

5.3 Removing Household Members

To remove a Household Member, the primary Member must provide thirty (30) days prior written notice to the Club. The final billing cycle for the Household Member will be completed as scheduled; no mid-cycle refunds or prorations are provided upon removal.

5.4 Young Adult Student Verification

Young Adult add-on pricing is contingent on verification of enrollment in an accredited educational institution. The Club will request verification of documentation at the time of enrollment and at each renewal. Failure to provide verification will result in reclassification of the Household Member to the standard adult tier rate.

5.5 Minor Members

Children under age 16 must be accompanied by a parent, guardian, or adult Household Member (18+) for driving range bay bookings. The primary Member and any parent or guardian who completes enrollment on behalf of a minor assumes all legal responsibility and liability for the minor's conduct, safety, and compliance with Club rules.

SECTION 6 — CANCELLATION, PAUSES, AND TERMINATION

6.1 Member Cancellation — Month-to-Month

Month-to-month Members may cancel their membership at any time by providing written notice to the Club at least 3 days prior to their billing date by submitting a written request or sending an email at contactus@applegolfclub.com. Cancellations are effective at the end of the then-current billing cycle. The Club does not provide partial-month refunds or pro-rated billing upon cancellation. If notice is received after a Billing Date, the next full monthly payment will be processed, and membership will continue through the following billing cycle end date.

6.2 Membership Pause

Members may request a membership pause ("freeze") of up to two (2) months per rolling 12-month period. A pause request must be submitted in writing no fewer than seven (7) days before the next Billing Date. During a pause, monthly fees are suspended; however, access to all Club Facilities, benefits, and credits is also fully suspended. Pausing does not extend commitment end dates; the pause period is consumed within the commitment term. Stay credit vesting periods are paused during any freeze and resume upon reactivation. Pauses will take effect at the start of the next billing cycle and cannot be applied retroactively.

6.3 Termination by the Club

The Club reserves the right to terminate any membership immediately, without prior notice and without obligation to provide a refund of any prepaid fees, for any of the following reasons: (a) violation of this Agreement or any Club Rule or Regulation; (b) failure to pay any amounts owed to the Club; (c) conduct deemed by Management to be abusive, threatening, harassing, disruptive, dangerous, or detrimental to the Club, its staff, or other Members; (d) misrepresentation of any material fact in a membership application or account; (e) engaging in behavior that poses a safety risk to any person on Club premises; or (f) any other conduct that Management, in its sole and absolute discretion, determines to be incompatible with Club membership. Termination for cause results in forfeiture of all prepaid fees and benefits with no right of refund.

Membership Eligibility; Club Discretion; Suspension and Termination

Membership in Apple Mountain Country Club ("Club") is a conditional privilege and does not create an ownership interest in the Club or an unconditional right to continued membership or access to Club facilities.

To the fullest extent permitted by applicable law, the Club reserves the right to approve or decline an application for membership and to suspend, restrict, decline to renew, or terminate an existing membership when Club management reasonably determines that such action is necessary or appropriate to protect the safety, security, property, operations, reputation, environment, members, guests, employees or legitimate interests of the Club.

Without limiting the foregoing, grounds for suspension or termination may include:

- violence, threats, intimidation, fighting or threatening behavior;
- harassment, stalking, discrimination or sexual misconduct;
- theft, fraud, dishonesty or intentional property damage;
- possession or use of unlawful drugs or other unlawful activity on Club property;
- material intoxication accompanied by unsafe, threatening, destructive or seriously disruptive behavior;
- abusive, threatening or seriously disrespectful conduct toward Club employees, members, guests or visitors;
- repeated or serious violations of Club rules or the Code of Conduct;
- conduct that creates a reasonable safety or security concern;
- material misuse of Club facilities, membership privileges or member-only areas;
- conduct that materially interferes with the reasonable enjoyment of the Club by other members or guests;
- conviction of, or other legally permissible consideration of, serious criminal conduct that the Club reasonably determines presents a material and relevant safety, security or integrity concern;
- material misrepresentation, fraud or intentional omission of information specifically requested during the membership application process; or
- other serious conduct that Club management reasonably determines is materially inconsistent with the standards, safety, orderly operation or legitimate interests of the Club.

Where circumstances reasonably require immediate action to protect persons or property, Club management may immediately suspend a member's access while the matter is reviewed.

The Club may determine the appropriate disciplinary action based upon the nature, severity, frequency, and circumstances of the conduct. Nothing in this provision authorizes discrimination or other action prohibited by applicable federal, state or local law.

Termination or suspension of membership shall not relieve a member of charges or other amounts lawfully incurred before the effective date of termination, subject to the Membership Agreement and applicable law.

6.4 Reinstatement

A Member whose membership was terminated for cause may request reinstatement at Management's sole discretion. Reinstatement is not guaranteed, may require payment of a new initiation fee, and may be subject to conditions. A Member whose membership lapsed due to non-payment must pay all outstanding balances plus a \$25 reactivation fee before benefits are restored.

SECTION 7 — CLUB RIGHTS, MODIFICATIONS, AND OPERATIONS

7.1 Right to Modify Services and Benefits

The Club reserves the absolute and unilateral right to add, remove, modify, restrict, suspend, or discontinue any amenity, service, facility, benefit, program, event, or operating hour at any time, with or without notice and without any obligation to Members. This includes but is not limited to: changes to driving range configurations, mini golf course operations, restaurant and bar menus and hours, coffee service, event programming, accommodation availability, and the scope or terms of any membership benefit. No modification to Club offerings will constitute a breach of this Agreement or entitle any Member to a refund, credit, or other remedy.

7.2 Right to Cancel or Modify Reservations

THE CLUB RESERVES THE RIGHT TO CANCEL, RESCHEDULE, OR MODIFY ANY RESERVATION, INCLUDING DRIVING RANGE BOOKINGS, 18 HOLE GOLF COURSE, AT ANY TIME AND FOR ANY REASON, INCLUDING BUT NOT LIMITED TO: weather conditions, maintenance, equipment failure, scheduling conflicts, emergency circumstances, insufficient staffing, low attendance, safety concerns, or any other operational need. The Club's sole obligation upon cancellation of a reservation is to make reasonable efforts to offer an alternative time slot where feasible; no monetary compensation, credit, or refund will be issued.

7.3 Closures and Force Majeure

The Club may temporarily or permanently close any portion or all of its facilities for any reason, including but not limited to: maintenance, construction, renovation, weather, natural disasters, acts of God, pandemics, public health emergencies, government orders, utility failures, fire, flood, or events beyond the Club's reasonable control (collectively, "Force Majeure Events"). Membership fees will not be suspended, paused, credited, or refunded due to any temporary closure or Force Majeure Event unless Management elects to offer a voluntary credit in its sole discretion.

7.4 Rules and Regulations

The Club may establish, modify, and enforce Rules and Regulations governing Member conduct, dress codes, facility use, guest policies, reservation procedures, and all other aspects of Club operations. Rules and Regulations are incorporated by reference into this Agreement. Members are responsible for familiarizing themselves with current Rules and Regulations, which are posted on Club premises and available upon request. Ignorance of current rules is not a defense to enforcement action or termination.

7.5 Guest Policies

Members may bring guests to Club Facilities in accordance with applicable guest policies, including maximum guest counts per bay session (6 individuals including Members), guest fees may apply in future, and Member supervision requirements. The primary Member is responsible for all guest conduct and any liability arising from a guest's actions on Club premises. Guest policies are subject to modification at any time.

Member Responsibility for Guests

Members are responsible for the conduct of their guests while on Club property or participating in Club activities. Guests must comply with the Club's Code of Conduct, rules and policies.

The Club reserves the right, to the fullest extent permitted by law, to refuse admission to or require the departure of any guest whose conduct presents a safety, security, operational or behavioral concern or materially interferes with the reasonable enjoyment of the Club by others.

Serious or repeated misconduct by a member's guest, or a member's knowing introduction of an individual who has previously been barred from the Club, may result in restriction, suspension or termination of the sponsoring member's privileges.

7.6 Member Conduct

Members and their Household Members and guests are expected to conduct themselves in a manner consistent with the Club's community standards, including respect for staff, fellow Members, and Club property. The Club may remove any person from Club premises at any time in Management's discretion for any conduct deemed disruptive, inappropriate, dangerous, or inconsistent with Club standards. Removal from premises does not entitle the removed person to any refund.

SECTION 8 — DISCLAIMERS OF WARRANTIES

8.1 No Warranties

THE CLUB, ITS OWNERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, AND CONTRACTORS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO: WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, UNINTERRUPTED SERVICE, SECURITY, SAFETY, OR FREEDOM FROM DEFECTS. ALL CLUB FACILITIES, SERVICES, BENEFITS, AND PROGRAMS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND.

8.2 No Guarantee of Availability

The Club makes no representation or warranty that any facility, amenity, benefit, event, program, service, accommodation, or golf course access will be available at any specific time or at all. Availability is subject to demand, capacity, staffing, maintenance, weather, and operational factors that cannot be predicted or guaranteed.

8.3 Future Amenities

Any references to planned, anticipated, or projected future amenities — including but not limited to the 18-hole golf course (estimated Summer 2027), and any additional programming — are forward-looking statements subject to substantial uncertainty. These statements are not representations or warranties and shall not be construed as binding commitments. The failure to open or develop any planned amenity by any estimated date or at all shall not constitute a breach of contract or give rise to any claim for damages.

SECTION 9 — LIMITATION OF LIABILITY

9.1 General Limitation

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE CLUB, ITS OWNERS (IN THEIR INDIVIDUAL OR ENTITY CAPACITIES), MANAGERS, OFFICERS, MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, AFFILIATES, OR SUCCESSORS BE LIABLE TO ANY MEMBER, HOUSEHOLD MEMBER, GUEST, OR ANY THIRD PARTY FOR ANY: DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT, MEMBERSHIP IN THE CLUB, USE OR INABILITY TO USE CLUB FACILITIES, CANCELLATION OR MODIFICATION OF RESERVATIONS OR EVENTS, OR ANY CLUB SERVICE OR BENEFIT, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL THEORY, EVEN IF THE CLUB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Cap on Damages

IN ALL EVENTS, THE CLUB'S TOTAL AGGREGATE LIABILITY TO ANY MEMBER FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT OR CLUB MEMBERSHIP, REGARDLESS OF THE THEORY OF LIABILITY, SHALL NOT EXCEED THE TOTAL MEMBERSHIP FEES ACTUALLY PAID BY THAT MEMBER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. This cap applies to the fullest extent permitted by New Jersey law.

9.3 Personal Injury and Property Damage

Members, Household Members, and guests use all Club Facilities AT THEIR OWN RISK. The Club shall not be liable for any personal injury, bodily harm, death, or property damage arising from use of Club Facilities, participation in Club events or programs, use of equipment, or any other activity on or about Club premises, except to the extent caused directly by the Club's gross negligence or willful misconduct as determined by a court of competent jurisdiction. Members are encouraged to obtain personal health, accident, and property insurance appropriate for their circumstances.

9.4 Third-Party Vendors

Where the Club engages third-party vendors, caterers, instructors, or service providers, the Club is not liable for the acts, omissions, negligence, or misconduct of any such third parties. Members dealing with third-party providers do so at their own risk.

SECTION 10 — INDEMNIFICATION

10.1 Member Indemnification Obligation

To the fullest extent permitted by applicable law, the Member (individually and on behalf of all Household Members) agrees to defend, indemnify, and hold harmless Apple Mountain Country Club, its owners (individually and collectively), managers, officers, members, employees, agents, contractors, and insurers from and against any and all claims, actions, proceedings, demands, losses, damages, injuries, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or in connection with: (a) the Member's or any Household Member's or guest's use of Club Facilities or participation in any Club program or event; (b) any breach of this Agreement or any Club Rule or Regulation by the Member, any Household Member, or any guest; (c) any act or omission of the Member, any Household Member, or any guest on Club premises; (d) any misrepresentation by the Member in connection with this Agreement or membership application; or (e) any claim by a third party arising from the Member's membership or conduct at the Club.

10.2 Club's Right to Control Defense

The Club reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Member. In such case, the Member agrees to cooperate with the Club's defense and to not settle any claim affecting the Club without the Club's prior written consent.

SECTION 11 — DISPUTE RESOLUTION, ARBITRATION, AND GOVERNING LAW

11.1 Mandatory Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Except as provided in Section 11.5, any and all disputes, claims, or controversies arising out of or relating to this Agreement, the Member's membership, access to or use of Club Facilities, any benefit or service provided by the Club, the cancellation or modification of any reservation or event, or any other matter related to the Club (collectively, "Disputes"), whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, shall be resolved exclusively through final and binding individual arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules then in effect, except as modified by this Agreement. The arbitration shall take place in Warren County, New Jersey. The arbitrator shall have exclusive authority to resolve all Disputes, including threshold questions of arbitrability.

11.2 Class Action and Representative Action Waiver

THE MEMBER AND THE CLUB EACH EXPRESSLY WAIVE ANY RIGHT TO BRING ANY DISPUTE AS A CLASS ACTION, CLASS ARBITRATION, COLLECTIVE ACTION, REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION. The arbitrator may not consolidate more than one person's claims. If this class action waiver is found unenforceable, the entire arbitration provision shall be null and void.

11.3 Governing Law; Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles. For any claims not subject to arbitration under this Agreement, the parties irrevocably consent to the exclusive personal jurisdiction and venue of the state and federal courts located in Warren County, New Jersey. OUT-OF-STATE MEMBERS, INCLUDING MEMBERS WHO ARE RESIDENTS OF OTHER STATES OR COUNTRIES, IRREVOCABLY WAIVE ANY RIGHT TO OBJECT TO SUCH JURISDICTION OR VENUE ON THE GROUNDS OF INCONVENIENCE OR ANY OTHER BASIS, AND AGREE THAT NEW JERSEY LAW AND NEW JERSEY COURTS GOVERN ALL DISPUTES RELATING TO THIS AGREEMENT.

11.4 Limitation on Time to Bring Claims

ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE MEMBER'S MEMBERSHIP MUST BE SUBMITTED TO ARBITRATION OR, WHERE ARBITRATION DOES NOT APPLY, FILED IN COURT NO LATER THAN FIVE (5) DAYS FROM THE DATE THE MEMBER KNEW OR REASONABLY SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM. Any claim not timely filed is permanently barred, regardless of any longer statute of limitations under applicable law.

11.5 Exceptions to Arbitration

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief from a court of competent jurisdiction for claims involving intellectual property infringement, unauthorized access to systems, or imminent harm to persons or property.

11.6 No Jury Trial

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO THIS AGREEMENT OR THE CLUB.

SECTION 12 — RELEASE, ASSUMPTION OF RISK, AND WAIVER

12.1 Assumption of Risk

Member acknowledges that use of Club Facilities — including but not limited to driving range equipment, golf carts, putting greens, mini golf, physical exercise areas, and attendance at events — involves inherent risks of physical injury, including serious bodily harm or death. Member voluntarily and knowingly assumes all such inherent risks and expressly agrees that the Club shall bear no liability for any such injuries arising from the ordinary risks of these activities.

12.2 Release of Claims

In consideration of being granted access to Club Facilities and membership benefits, Member, on behalf of themselves and all Household Members, heirs, successors, assigns, personal representatives, and estate, hereby releases, waives, and forever discharges the Club, its owners (individually and collectively), LLC members, managers, employees, agents, contractors, and insurers from any and all claims, demands, causes of action, and liabilities of any kind, whether known or unknown, arising from or related to: (a) Member's use of Club Facilities; (b) any personal injury, illness, or property damage suffered on Club premises; or (c) any participation in any Club event, program, or activity.

12.3 New Jersey Specific Acknowledgment

Member acknowledges that New Jersey may have specific statutory protections that limit or regulate certain waivers of liability. To the extent any provision of this Section is found unenforceable under New Jersey law, the remaining provisions shall remain in full force and effect, and the unenforceable provision shall be modified only to the minimum extent necessary to render it enforceable.

SECTION 13 — PRIVACY, DATA, AND COMMUNICATIONS

13.1 Collection of Personal Information

By enrolling in a membership, the Member consents to the Club's collection, use, and storage of personal information including name, contact information, payment information, date of birth, household member information, usage data, and other information necessary to administer membership and Club operations. The Club will handle personal information in accordance with its Privacy Policy, available upon request and posted on Club premises.

13.2 Electronic Communications

By providing an email address, Member consents to receive membership-related electronic communications including billing notices, renewal reminders, policy updates, event announcements, and promotional information. Member may opt out of promotional emails at any time but cannot opt out of billing and administrative notices required for account management.

13.3 Photography and Likeness

The Club may photograph or record Club events, facilities, and premises for promotional, marketing, and operational purposes. By accessing Club Facilities, the Member and all Household Members and guests

consent to the Club's use of any photographs or recordings that may incidentally include their image, provided such use does not individually identify the Member in a materially misleading context. Members who wish to be excluded from identifiable photographs must notify Management in writing.

SECTION 14 — GENERAL PROVISIONS

14.1 Entire Agreement

This Agreement, together with all incorporated Rules and Regulations, the Privacy Policy, and any executed supplemental agreements (such as Event Space License Agreements or Lodging Agreements), constitutes the entire agreement between the parties with respect to Club membership and supersedes all prior or contemporaneous agreements, representations, warranties, or understandings of any kind, whether oral or written, including all marketing materials, sales presentations, social media communications, email exchanges, and verbal statements made by any Club representative.

14.2 Amendments

The Club reserves the right to amend this Agreement at any time. Amendments to material terms will be provided by email or posted notice no fewer than thirty (30) days before taking effect. Continued use of Club Facilities or maintenance of membership after the effective date of any amendment constitutes acceptance of the amended terms. If a Member objects to an amendment, their sole remedy is to cancel their membership in accordance with Section 6.

14.3 Non-Transferability

Membership and all associated benefits are personal and non-transferable. No Member may sell, assign, gift, sublicense, lend, or otherwise transfer their membership or any associated benefit, credit, or right to any other person. Any attempted transfer is void. This Agreement may not be assigned by the Member; the Club may assign this Agreement in connection with a sale, merger, or transfer of Club operations.

14.4 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction or arbitrator, such provision shall be modified to the minimum extent necessary to make it enforceable, and the validity, legality, and enforceability of the remaining provisions shall not be affected.

14.5 Waiver

No failure or delay by the Club to exercise any right or remedy under this Agreement shall constitute a waiver of that right or remedy. No waiver of any specific breach shall be deemed a waiver of any future breach of the same or any other provision.

14.6 Force Majeure

The Club shall not be in breach of this Agreement and shall not be liable for any failure or delay in performing obligations due to causes beyond its reasonable control, including acts of God, natural disasters, pandemics, epidemics, government actions, utility failures, civil unrest, labor disputes, or other events outside Management's reasonable control.

14.7 Headings

Section headings are for reference only and do not affect the interpretation of this Agreement.

14.8 Notices

All written notices required under this Agreement shall be sent to ContactUs@AppleGolfClub.com, or by first-class mail to the Club's principal address in Belvidere, New Jersey. The Club will send notices to the primary

email address on file for the Member's account. It is the Member's responsibility to maintain a current email address on file with the Club.

14.9 No Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of the Club and the Member. Nothing herein shall create any right, claim, or benefit in favor of any third party.

14.10 Independent Legal Advice

The Club strongly encourages prospective Members to review this Agreement with independent legal counsel before signing. Enrollment constitutes acknowledgment that the Member has had the opportunity to seek legal counsel and has either done so or voluntarily chosen not to.

SECTION 15 — ACKNOWLEDGMENT AND SIGNATURE

By signing below (or by submitting an electronic membership application, making any membership payment, or accessing Club Facilities), the Member acknowledges that they have:

- ☐ Read this entire Membership Agreement, including all sections, terms, limitations, waivers, and disclaimers;
- ☐ Had the opportunity to seek independent legal counsel and ask questions;
- ☐ Agreed to be bound by all terms and conditions of this Agreement on behalf of themselves and all Household Members;
- ☐ Understood that certain benefits described herein are subject to availability and are not guaranteed;
- ☐ Agreed to the binding arbitration provision, class action waiver, and limitation on the time to bring claims; and
- ☐ Understood that all fees paid are non-refundable.

Primary Member Signature

Date

Printed Name

Membership Tier Selected

Authorized Club Representative Signature

Date

Apple Mountain Country Club · Belvidere, Warren County, New Jersey
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