

FIVE OAKS RECREATIONAL ASSOCIATION, Inc

SOCIAL MEMBERSHIP INFORMATION

INCLUDED ITEMS:

- **Social Membership Application & Contract**
- **APRIL SPECIAL (Save \$450) Fee Addendum**
- **Social Membership Access Card Agreement**
 - **Dog Park Form & Rules**
 - **Bank Draft Authorization Form**



Five Oaks Recreational Association, Inc
5109 Pine Cone Drive
Durham, NC 27707
Phone: (919) 493-1495
Email: Office@FiveOaksClub.com
Web: www.FiveOaksClub.com



FIVE OAKS RECREATIONAL ASSOCIATION, Inc SOCIAL MEMBERSHIP APPLICATION & CONTRACT

Primary Applicant Name: _____ Date: _____
 (Last) (First) (M.I.)
 Date of Birth (DOB) _____ Marital Status _____
 (mm/dd/yyyy) (Single/Married)
 Spouse/Other Name: _____ DOB _____
 (Last) (First) (M.I.) (mm/dd/yyyy)
 Street Address: _____ City: _____ Zip: _____
 Primary Phone#: _____ Secondary Phone#: _____
 Primary Email: _____ Other Email: _____

Number of Children in the Household _____ (living at the address listed below)

- Childs Name _____ Age _____ DOB _____
- Childs Name _____ Age _____ DOB _____
- Childs Name _____ Age _____ DOB _____
- Childs Name _____ Age _____ DOB _____

TERMS & CONDITIONS OF SOCIAL MEMBERSHIP

- A.) The undersigned hereby applies for a Social Permit Membership in the Five Oaks Recreational Association, Inc (FORA), a non-profit corporation, and agrees on behalf of all Members subject to this contract that:
1. The "Social Membership" applied for herein shall be that as defined as a Social Permit Membership under Article X, Section 12, of the Five Oaks Declaration recorded in Book 432, Pages 306, et.seq., Durham County registry, a copy of which is available in the General Manager's office and available for review upon request.
 2. A Social Permit Membership under the Declaration does not entitle the undersigned to voting privileges at FORA.
 3. All Social Members and their guests will conform and be bound by the governing documents of FORA.
 4. Timely payment will be made for all Annual and Special Assessments as provided in the Declaration and Articles of Incorporation, together with such fees, and subject to such rules & regulations and cancellation terms as promulgated by the FORA Board of Directors from time to time.
 5. The Initiation Fee will be non-refundable if the applicants membership is voluntarily terminated or involuntarily terminated by FORA for cause pursuant to the association's governing documents.
 6. Terms of any "Membership Special" will be honored as indicated on any addendums to the Social Membership Application attached hereto.
 7. Social Membership will automatically renew annually on the month and day of initial application submission.
 8. The Five Oaks Recreational Association, Inc reserves the right to cancel this Social Membership for any reason with, or without cause by the majority vote of the Board of Directors.

B.) Furthermore, the undersigned acknowledges receipt and full review of the Health History Questionnaire & the Physical Activity Readiness Questionnaire and has attached a complete list of any limiting physical attributes, conditions or other potential health risks including (but not limited to) : heart conditions, chest pains, high blood pressure, high cholesterol, anemia, asthma, diabetes, hernia, surgeries, injuries and any other current or historical factors that may limit or affect the ability of ANY Social Permit Member who is part of this contract to fully partake in activities and programs at FORA including (but not limited to): Swimming, Tennis, Basketball, Volleyball, Running, Jumping, Stair-Climbing and Weight Training.
 (Please initial HERE _____, **ONLY if related information and/or documents are attached**) - **NOTE: If no documentation is attached, FORA assumes that all Members that are party to this contract have no limiting health conditions or health risks.**

C.) Furthermore, THE UNDERSIGNED, ON BEHALF OF HIMSELF OR HERSELF, THEIR SPOUSE, THIER CHILDREN, THIER ASSIGNS, REPRESENTATIVES AND THEIR HEIRS, DO HEREBY KNOWINGLY AND FREELY ASSUME FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES, INJURIES (INCLUDING DEATH), OR LOSSES THAT THEY MAY SUSTAIN OR INCUR, WHILE ATTENDING, PRACTICING, PARTICIPATING IN OR WITNESSING ANY ACTIVITY ON THE PROPERTY OF FIVE OAKS AND WAIVES ALL CLAIMS AND FULLY RELEASES AND HOLDS FIVE OAKS RECREATIONAL ASSOCIATION, INC. IT'S DIRECTORS, OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, VOLUNTEERS AND OTHER PARTICIPANTS HARMLESS FOR ANY AND ALL CLAIMS FOR INJURIES OR DAMAGES. (Please initial HERE _____)

I have read, fully understand and agree to the above statements (A,B&C). I understand that I have given up substantial rights by agreeing to the terms of this Social Permit Application & Contract, and I sign it freely and voluntarily without any inducement:

Signed _____ Date _____

Printed Name(s) _____



FIVE OAKS RECREATIONAL ASSOCIATION, Inc
SOCIAL MEMBERSHIP APPLICATION & CONTRACT
MEMBERSHIP SPECIAL ADDENDUM

Fee Addendum to Social Membership Application & Contract

This document is an addendum to the Five Oaks Recreational Association, Inc (FORA) Social Permit Application & Contract dated _____ between FORA and the parties that are named below in this document.

I/We the undersigned have agreed to the Terms & Conditions of the Five Oaks Recreational Association, Inc Social Permit Membership Application & Contract. As part of the terms and conditions, I/we understand that I/we are required to pay a non-refundable initiation fee along with any annual assessments and special assessments that are levied upon the Membership during the course of the membership terms and subject to the stated terms and conditions therein.

I/We the undersigned wish to take advantage of the current Membership Special, by initialing next to the preferred offering, which will reduce the required initiation fee and obligate us to make payments as follows:

FORA MEMBERSHIP SPECIAL 1 - “APRIL SPECIAL” - Initial HERE _____

Terms & Conditions of “Annual Payment” Membership Special:

By selecting the “Annual Payment” Membership Special, I understand that I may have my required initiation fee **reduced by \$450**, with payment in full of the reduced initiation fee and one (1) year of membership assessments at **\$963.84+ \$150 Initiation Fee (\$1113.84)** due immediately. I understand that after my one year membership term, my Membership will automatically renew unless I submit my intent to cancel membership in writing to the Five Oaks Recreational Association, Inc Office within thirty (30) days in advance of my next scheduled payment.

FORA MEMBERSHIP SPECIAL 2 - “TWO YEAR COMMITMENT” - Initial HERE _____

Terms & Conditions of “Two (2) Year Commitment” Membership Special:

By selecting the “Two Year Commitment” Membership Special, I understand that I may have my required initiation fee **reduced by \$450**, with a commitment of two year’s worth of monthly payments that will be automatically drafted from my bank account MONTHLY through FORA’s in-house Automatic Bank Draft Program (**\$80.32/Month + \$150 Initiation Fee DUE NOW**). The undersigned hereby authorizes the draft of my bank account for the full two years of my Social Permit Membership and subject to the terms and conditions therein. By initialing and selecting this Membership Special, I fully understand my obligations to pay the Five Oaks Recreational Association, Inc and I understand that any default in monthly payment may result in the full amount owed coming due by acceleration and such full amount being subject to late fees and legal collections after thirty (30) days. I understand that after my two year membership term, my Membership will automatically renew unless I submit my intent to cancel membership in writing to the Five Oaks Recreational Association, Inc Office 30 Days in advance of my next scheduled payment draft. Membership may be cancelled at any time with written notice and payment in full of the remainder of the membership assessments due to the Five Oaks Recreational Association Office.

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this addendum.

I/We the undersigned fully understand the terms and conditions of the selected and initialed Membership Special above and agree to meet our financial obligations stated therein. I/We fully understand that any default in payment may result in legal collections and that any default or cancellation of Membership may limit or prohibit the ability to rejoin the Five Oaks Recreational Association Inc at a later time.

Signature _____

Print Name _____

Date _____

Signature _____

Print Name _____

Date _____

**FIVE OAKS RECREATIONAL ASSOCIATION (FORA)
ELMA THOMPSON DOG PARK REGISTRATION**



Date: _____

Member Name: _____

Address: _____

City: _____ State: NC ZIPCODE: _____

Phone1: _____ Phone2: _____

Email Address: _____

DOG NAME: 1st Pet: _____ DOG NAME: 2nd Pet: _____

DOG BREED: 1st Pet: _____ DOG BREED: 2nd Pet: _____

SEX OF ANIMAL: 1st Pet: M / F 2nd Pet: M / F

NEUTERED/SPAYED DATE? 1st Pet: _____ 2nd Pet: _____

RABIES TAG #: 1st Pet: _____ 2nd Pet: _____

I/We the undersigned and legal owner(s) of above named pet(s) hereby agree to indemnify and hold Five Oaks Recreational Association, Inc (FORA) harmless from any claim of loss or injury which may be alleged to have been caused directly or indirectly to any person or thing by me/us or the act of my/our dog(s) while in or upon the premises or grounds near any entrance thereto, and I/We personally assume all responsibility and liability for any such claims, and I/We further agree to hold the aforementioned parties harmless from any claim of loss of our dog(s) by disappearance, theft, death or otherwise, and from any claim for damage or injury to the dog(s) whether such loss, disappearance, theft, damage or injury be caused or alleged to be caused by the negligence of FORA. I/We recognize and appreciate the dangers, hazards and risks involved in the use of the Five Oaks Dog Park, and that I/We have assumed such risks to myself/ourselves, my/our pet(s) and any visitors and/or visitor's pets that may accompany me/us.

I have read the Five Oaks Dog Park Rules & Regulations and I agree to adhere to them. I understand that FORA reserves the right to restrict or revoke any Member's access to the Five Oaks Dog Park for any reason that they determine.

SIGNATURE(s): _____

PLEASE COMPLETE, SIGN AND RETURN THIS FORM WITH THE FOLLOWING:

1. Copy of your dog's current inoculation records provided by your vet.
2. \$20.00 Payment to FORA (One-Time Contribution for DOG PARK SUPPLIES)

Place Completed Material in FIVE OAKS DROP BOX Located next to the main doors of the Five Oaks Clubhouse or Mail to 5109 Pine Cone Drive, Durham, NC 27707

***ONCE RECEIVED, WE WILL EMAIL YOU THE UPDATED CODE FOR THE FIVE OAKS DOG PARK**

**FIVE OAKS RECREATIONAL ASSOCIATION, INC
ELMA THOMPSON DOG PARK
RULES & REGULATIONS**

- **DOG PARK IS OPEN DAWN TO DUSK ONLY**
- **ALL PATRONS USE THE PARK AT THEIR OWN RISK**
- **ALL PATRONS MUST BE MEMBERS AND MUST COMPLETE A REGISTRATION FORM**
- **GUESTS MUST BE ACCOMPANIED BY A REGISTERED MEMBER AT ALL TIMES**
- **ALL DOGS MUST HAVE CURRENT INNOCULATIONS AND BE IN GOOD HEALTH**
- **OWNERS ARE LEGALLY RESPONSIBLE FOR ALL ACTIONS OF THEIR PETS**
- **NO ONE OWNER MAY HAVE MORE THAN TWO DOGS IN THE DOG PARK**
- **OWNERS MUST PICK UP ALL DOG DROPPINGS IMMEDIATELY**
- **AGGRESSIVE DOGS ARE NOT PERMITTED IN THE PARK**
- **ANY DOG THAT BECOMES AGGRESSIVE MUST BE REMOVED IMMEDIATELY**
- **DOGS SHALL NOT DIG HOLES OR DESTROY PROPERTY - THE COST OF ANY REPAIRS DUE TO ACTIONS OF A DOG WILL BE PASSED ON TO THE OWNER**
- **CHILDREN ARE STRONGLY DISCOURAGED FROM ENTERING THE DOG PARK**
- **CHILDREN MUST BE UNDER CLOSE SUPERVISION BY AN ADULT AT ALL TIMES**
- **DOGS MUST BE LEASHED UNTIL FULLY IN THE DOG PARK AREA**
- **GATES MUST BE CLOSED UPON ENTRY TO AND EXIT FROM THE DOG PARK**
- **DOGS MUST HAVE RABIES TAGS VISIBLE**
- **EXCESSIVE BARKING IS PROHIBITED**
- **NO ANIMALS OTHER THAN DOGS ARE PERMITTED TO ENTER THE PARK**
- **FIVE OAKS RESERVES THE RIGHT TO RESTRICT OR REVOKE ACCESS BY ANY MEMBER AT ANY TIME FOR ANY REASON.**

NOTICE: USERS OF THE ELMA THOMPSON DOG PARK ENTER AT THEIR OWN RISK. DOG OWNERS ARE SOLEY LIABLE FOR INJURIES OR DAMAGE CAUSED BY THEIR DOG.

CLEAN UP AFTER YOUR PET – THANK YOU!

PLEASE REPORT ANY CONCERNS THAT YOU HAVE TO THE FIVE OAKS OFFICE IMMEDIATELY.

**FIVE OAKS RECREATIONAL ASSOCIATION, INC
5109 PINE CONE DRIVE
DURHAM, NC 27707
Phone: (919) 493-1495
Email: Office@FiveOaksClub.com
Website: www.fiveoaksclub.com**





FIVE OAKS RECREATIONAL ASSOCIATION, Inc
BANK DRAFT AUTHORIZATION FORM

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

I (we) hereby authorize Five Oaks Recreational Association , hereinafter called "FORA" to initiate debit entries to my (our) Checking Account or Savings Account (select one) indicated below at the depository financial institution named below, hereinafter called "Depository," and to debit the same to such account for the purpose of collecting assessments for the Five Oaks Recreational Association, Inc. I (we) understand that this debit will occur on or about the 1st of each month in which assessment payments are due. We understand that a thirty day notice is required to cancel this automatic bank draft.

Bank Name: _____

City: _____ State: _____ Zip: _____

CHECKING _____ SAVINGS _____ (Select One)

Routing Number (9 digits): _____ Account Number: _____

This authorization is to remain in full force and effect until FORA has received written notification from me (or either of us) of our termination of this agreement within thirty (30) days of my next scheduled payment.

My Local Address is: _____

Owner Name(s): _____ (Please print) _____ (Please print)

Email Address: _____ Tel# _____ (Please print)

Signature(s): _____

*DATE OF FIRST AUTOMATIC WITHDRAWAL: _____

YES Please DRAFT my INITIATION FEE using this information.

Five Oaks Recreational Association, Inc
5109 Pine Cone Drive
Durham, NC 27707
Office@FiveOaksClub.com

OFFICE Use Only: _____

Date entered: _____ By _____