

Smiley's Golf Complex Use Agreement

- 1. Parties:** This agreement is between Smiley's Golf Complex ("Smiley's") and the individual(s) signing below ("Pass Holder").
- 2. Term:** Valid for 12 months from the effective date. Renewal requires both pass holder and Smiley's approval in the form of filling out a new contract and payment of fees.
- 3. Fees:** Fees are listed in Attachment A. All fees are non-refundable and non-transferable, except as required by law.
- 4. Use Rights:** Pass Holder may use the golf course, driving range, and miniature golf during posted business hours, subject to restrictions. Smiley's may, from time to time, close part or all of its facilities for maintenance, tournaments/events, or due to weather. All activities must be completed by closing time, hours vary seasonally (always close at sunset).
- 5. Restrictions:**
 - **Range:** Only Pass Holder(s) may hit balls; no sharing; unused balls returned to clubhouse counter. Balls from chipping/putting greens returned to counter after use.
 - **Golf Course:** Not valid for tournaments; push carts not included; no spectators; Golf course may close for maintenance/events.
- 6. Termination:** Smiley's may revoke this agreement for violations of above terms or safety concerns. No refunds.
- 7. Liability:** Pass Holder acknowledges and understands that participation in golf, driving range, miniature golf, and related activities involves inherent risks, including but not limited to bodily injury, property damage, and death. **Pass holder voluntarily assumes all such risks**, whether known or unknown, foreseeable or unforeseeable, arising from use of Smiley's Golf Complex and its facilities. To the fullest extent permitted by law, **Pass Holder releases, waives, and discharges Smiley's Golf Complex, T's Inc, its owners, officers, employees, agents, and affiliates** from any and all claims, demands, causes of action, damages, or liabilities **arising out of or related to Pass Holder's use of the facilities**, including claims based on **ordinary negligence**. Pass Holder further agrees to **indemnify, defend, and hold harmless Smiley's** from any claims, losses, damages, costs, or expenses (including attorneys' fees) arising out of or related to Pass Holder's use of the facilities or violation of facility rules. Nothing in this agreement shall be construed to release or waive liability for **conduct that cannot be waived under applicable law**.
- 8. Governing Law:** This agreement is governed by Kansas law. Disputes resolved by binding arbitration in Johnson County, Kansas.

Violation of above restrictions allows Smiley's to revoke user agreement. No refunds will be given. I understand that this user agreement is valid for one year from date of signing. **Initial:** _____

Effective Date _____

Signature _____

Print Name _____

Address (STREET ADDRESS) _____
(CITY) _____ (STATE) _____
(ZIP) _____

(PHONE) _____

(EMAIL) _____

PEOPLE SIGNING UP FOR A FAMILY PASS OR COUPLES PASS ONLY:

Other All-Access Pass Holder's Names:

Name #2 _____

Name #3 _____

Name #4 _____

Name #5 _____

“Attachment A” Payment Options

AUTHORIZATION FOR CREDIT CARD CHARGES

By signing below, The Member expressly authorizes Smiley’s Golf Complex to charge the designated credit card for the amounts specified below. This authorization covers:

1. An initial charge equal to the first and last month’s membership fees.
2. Ten recurring monthly charges for the remaining membership term.

This authorization shall remain in effect until the membership term ends 1 year from date of sign-up. Members may not terminate their membership early. Monthly payments must continue until the full 1-year membership term has been fulfilled.

ADDITIONAL TERMS

Termination by Smiley’s Golf Complex: Smiley’s Golf Complex reserves the right to terminate membership for non-payment, misconduct, or violation of facility rules. In such cases, prepaid amounts are non-refundable except as required by law. **Initials:** _____

Liability Waiver: Membership does not cover injuries or accidents. Members assume all risks associated with use of the facilities. **Initials:** _____

Governing Law: This agreement shall be governed by and construed under the laws of the State of Kansas. Venue for any disputes shall lie in Johnson County, Kansas. **Initials:** _____

DEFINITIONS OF DIFFERENT TYPES OF MEMBERSHIPS

Single- Any one person, age 16 or older.

Senior Single- Any one person, age 60 or older.

Junior Single- Any one person, age 15 and younger.

Family Play- Consist of two adults residing in the same household, and up to three of their “Dependent Children.” As used herein, Dependent Children shall mean the Member’s children under the age of 16 who reside with such Member.

Couple- Consist of two adults residing in the same household.

Monthly payments automatically charged to your credit card:

<i>Single-</i>	\$64.95 + TAX per Month =	\$71.02 / PER MONTH	_____	Initial
<i>Senior Single-</i>	\$59.95 + TAX per Month =	\$65.56 / PER MONTH	_____	Initial
<i>Junior Single-</i>	\$54.95 + TAX per Month =	\$60.09 / PER MONTH	_____	Initial
<i>Family-</i>	\$119.95 + TAX per Month =	\$131.17 / PER MONTH	_____	Initial
<i>Couple-</i>	\$99.95 + TAX per Month =	\$109.30 / PER MONTH	_____	Initial

I would like to sign up for the following pass: _____

First payment amount: _____ **Initial:** _____ **Monthly Payment Amount:** _____ **Initial:** _____

First payment includes first and last months fee. All subsequent charges (10) are for one months fee.

NAME (PRINT) _____

NAME (SIGN) _____

DATE _____

OR

Pay In Full Discount: BUY 10 MONTHS AND GET TWO FREE

I would like to sign up for the following pass: _____

Total cost: _____ **Initial:** _____

NAME (PRINT) _____

NAME (SIGN) _____

DATE _____

