

**UFGC, LLC dba/ Southwood Golf Club Membership Terms
Agreement**

Last Updated: May 18, 2026

IMPORTANT – These Membership Terms (the “Membership Terms”), together with any applicable Order (defined below), constitute the entire agreement (the “Agreement”) between the person or entity listed in the Order as the “Member” and Southwood Golf Club ("the Club"), with respect to Member’s use of the Club’s outdoor golf facilities golf shop, private restaurant, and related amenities at the Club’s Facilities as described herein. For your convenience and records, we suggest that you print and retain or save a copy of these Membership Terms.

By Member’s execution of the Club’s standard ordering document(s) referencing these Membership Terms (each, an “Order”), which may be electronic via the member account management system made available by the Club from time to time (the “Member Management System”), Member and the Club agree as follows:

- 1. DEFINITIONS AND INTERPRETATION.** In these Membership Terms, the words and phrases listed below will have the following meanings:
 - a. "Agreement" means these Membership Terms, together with Member’s Orders (which are incorporated herein by this reference), each as such may be amended from time to time;
 - b. “Business Hours” means 7 a.m. to 8 p.m., Eastern Standard Time on Monday through Tuesday 7 a.m. to 8 p.m. Wednesday through Thursday 7 a.m. to 10 p.m. Friday, 7 a.m. to 10 p.m., Eastern Standard Time on Saturday through Sunday , 7 a.m. to 8 p.m., Eastern Standard Time such hours may be updated or modified by the Club from time to time, excluding any holidays on which the Club is not generally open for business, the club will be closed at its discretion from time to time.
 - c. “Club Facilities” means the Club’s outdoor golf facilities, private restaurant, bar and related facilities and amenities located at the Club’s current premises at 3750 Grove Park Drive Tallahassee, Florida 32311.
 - d. "Effective Date" means the later of (i) the commencement date reflected in the applicable Order; or (ii) the date on which the Club processes the Member’s initiation fee.
 - e. “Incidental Charges” means all charges, other than Membership Dues, to Member’s account based on Member’s or its guests use of the Club Facilities, including, without limitation, charges for golf, food, beverage, private events, guest passes and other similar charges.
 - f. "Membership Benefits" mean those benefits more particularly described in Section 3 below;
 - g. "Membership Dues" means the initiation fees and annual, recurring monthly membership dues

5. MEMBERSHIP MANAGEMENT SYSTEM USE AND ACCOUNTS.

- a.** Member acknowledges and agrees that its use of the Member Management System may be subject to and governed by the terms and conditions of separate terms of use or licenses issued by the Club or its third-party service provider (the “MMS Membership Terms”). In the event of a conflict between these Membership Terms and the MMS terms, the terms of the MMS Membership Terms shall control with regard to Member’s use of the Member Management System. Member will be responsible for reading all messages transmitted via the Membership Management System and all notices posted in the Club Facilities from the Club.
- b.** Member agrees to provide and maintain their Membership Management System account with accurate and complete information about itself as prompted by the Membership Management System. By providing the Club with such information, Member authorizes the Club and its third-party agents to make any inquiries the Club considers necessary to confirm such information. Members will not impersonate any third party or misrepresent its identity or affiliation with any third party, including using another person's account information, or another person's name, likeness, voice, image or photograph. Member is responsible for maintaining the confidentiality of Member’s personal information and for restricting access to Member’s computer and Member’s account. The Club may, in its discretion, allow Member to authorize additional users on Member’s account. Member is responsible for all activities that occur under Member’s account, and the Club will not be liable for any actions by any other individual that uses Member’s account (including, without limitation, any other authorized users), identity or personal information with or without Member’s consent or knowledge. Member also agrees to notify the Club promptly of any unauthorized use of Member’s account, account information, identity, or personal information, or other breach of security that Member become aware of involving or relating to the Club Facilities or the Member Management System. Member agrees to exit from the Member Management System at the end of each session.

6. MEMBERSHIP FEES AND INCIDENTAL CHARGES.

- a.** Member agrees to pay all Membership Dues and Incidental Charges due to Club for Member’s use of the Club Facilities according to the then-current Schedule of Dues and Charges, which is incorporated into this Agreement by this reference. The Club may amend, add or delete the Schedule of Dues and Charges at any time by providing Member with written notice of the same (which may be via email, via Membership Materials, or the Member Management System), and such changes shall apply to those fees and charges incurred following the effective date of notice. The Club will begin to charge a Convenience Fee for credit card use of 2.75% on June 1, 2026. The current version of the Schedule of Dues and Charges has been provided as part of membership materials and is available upon request at any time.
- b.** During the Term, the Membership Management System will process payment for the Membership Dues and Incidental Charges as follows: (i) all initiation fees will be due and payable, in advance, on or before the first date of the Term; (ii) all recurring membership dues will be due and payable, in advance, on the first day of the Term and on each year anniversary thereof; and (iii) other Incidental Charges incurred by Member or its guests will be due and payable as the same are incurred. Payment will automatically be charged through the Membership Management System. All Membership Dues and Incidental

Charges are fully-earned and nonrefundable. The Club may charge late fees, and/or withhold services or terminate this Agreement if any fees remain outstanding after the applicable due date or if the Member otherwise does not comply with this Agreement. Member statements with up to date

fees and due dates are accessible at all times via the Member Portal, and may be emailed to Member each month.

- c. **Member shall pay all amounts due hereunder by credit card (2.75% convenience fee will be incurred as of June 1, 2026) or if paid by ACH, Personal or Business Check (no additional fee incurred)** and shall maintain a valid and current credit card authorization or ACH information will be on file with the Club (which may be made available for completion via the Member Management System). Member will promptly update its account in the Membership Management System and its credit card authorization record with any changes in contact or payment information. Changes to payment method may take up to seven (7) days to take effect. If payment via credit card fails for any reason, the Club may require the Member to make payments via direct ACH or Direct Deposit. Upon receipt of funds, the Club will apply funds first to any balances in arrears and to the earliest month first, and thereafter to any current charges due.
- d. Member acknowledges that Member's right to use the Club Facilities is non-exclusive, and that nothing in this Agreement guarantees Member any specific level of availability of such Club Facilities. The Club shall not be liable to the Member in any way on account of its inability to make any specific level or amount of Club Facilities available to Member during any time period during the Term.
- e. See Director of Membership & Marketing for the current application and schedules of Membership Dues and Fees.

7. TERM AND TERMINATION.

- a. The Agreement will be effective on the Effective Date. Unless an "End Date" is selected by Member via the Member Management System, the Term will automatically extend from the Effective Date until such time that (i) the Club terminates this Agreement as described in Section 6(b), below, in which event the "End Date" will be the effective date of such termination; or (ii) Member gives the Club prior written notice of its election to terminate this Agreement at least thirty (30) days prior to the end of its then-current membership period, in which event the "End Date" will be the last day designated in the Membership Management System. Please note that Members are responsible for all fees and charges that are due and payable with respect to any period remaining in the Membership Term after Member provides notice of termination (if any), and Member's credit card will be charged accordingly. If upon termination the member has a credit balance in their account, the credit will be applied to any outstanding balances owed. If there is a credit remaining after it is applied to the members account balance the member will have 90 days to use the remaining balance. After 90 days the Member account will have a non-active status and will be unusable. There will be no cash value of any remaining credits nor will the credit be transferrable. All memberships require a 6 month minimum and may go month to month following the initial 6 month period. MEMBER IS SOLELY RESPONSIBLE FOR TERMINATING ITS MEMBERSHIP AND THIS AGREEMENT. THE CLUB IS NOT RESPONSIBLE FOR MEMBER'S FAILURE TO PROPERLY TERMINATE ITS MEMBERSHIP AND THIS AGREEMENT OR FOR ANY CREDIT CARD OR OTHER CHARGES OR FEES MEMBER INCURS AS A RESULT OF MEMBER'S FAILURE TO PROPERLY TERMINATE ITS

MEMBERSHIP AND THIS AGREEMENT.

- b. The Club may terminate this Agreement immediately upon a breach of this Agreement by the Member or upon a loss or modification of the Club's right to operate the Club Facilities. The Club may terminate this Agreement and Member's membership at any other time with or without reason by providing at least seven (7) days prior notice to Member; all such notices may be provided via email or the Member Management System. In the event of the Club's termination of this Agreement for any reason other than Members' breach of this Agreement, the Club will issue to Member a pro-rata refund of any annual membership fees paid by Member with respect to the then-current annual membership period (pro-rated over such annual period). Such refunds shall be the Club's sole and exclusive liability in connection with such termination. Notwithstanding any termination of this Agreement (but subject to the immediately foregoing sentence), the Member shall remain liable for Membership Fees and Incidental Charges incurred up to and prior to the effective date of termination, and such liability shall survive the expiration and termination of this Agreement. Any credits will be applied to any outstanding balances owed by the terminated member and any remaining credits will be null and void and have no cash value and are non-transferrable.

8. MEMBERSHIP.

- a. Upon the Member's passing, this Member's spouse shall be substituted as the named Member. Children under twenty-two (22) years old shall be permitted to remain on the account. This Agreement shall be fully binding on the Member's surviving spouse. Outside of the Member's surviving spouse, memberships may not be passed to family members following a member's passing.
- b. All new memberships will require a six (6) month minimum membership period. After the initial 6 months the member will revert to a month-to-month membership.

9. LIABILITY AND INSURANCE; INDEMNIFICATION.

A. THE CLUB FACILITIES, MEMBERSHIP BENEFITS, MEMBERSHIP MANAGEMENT SYSTEM AND THE CLUB NETWORK ARE PROVIDED "AS-IS," AND THE CLUB AND ITS VENDORS AND LESSORS DO NOT MAKE ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES WITH RESPECT TO THE CLUB FACILITIES, MEMBERSHIP BENEFITS AND MEMBERSHIP MANAGEMENT SYSTEM OR ANY OTHER SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, OR ERROR FREE USE, ALL OF WHICH ARE HEREBY DISCLAIMED AND EXCLUDED.

- b. To the fullest extent permitted by law, the Member and each of its agents, guests and invitees, waive any and all claims and rights against the Club, its suppliers, lessors and their respective affiliates, and each of their members, assignees, officers and directors arising from injury to or damage to, or destruction, theft or loss of property or person or any actual or purported dispute by and among various members or users of the Club Facilities, or any other damages with respect to Member's use and access of the Club Facilities, Membership Benefits or Member Management System. THE CLUB, ITS SUPPLIERS AND LESSORS AND THEIR RESPECTIVE AFFILIATES SHALL NOT BE LIABLE UNDER ANY CAUSE OF ACTION FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR

PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OR BUSINESS INTERRUPTION, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGES. THE AGGREGATE MONETARY LIABILITY OF THE CLUB TO THE MEMBER OR ITS AGENTS, GUESTS AND INVITEES FOR ANY REASON AND FOR ALL CAUSES OF ACTION, SHALL NOT EXCEED IN THE AGGREGATE THE ANNUAL MEMBERSHIP FEES APPLICABLE TO THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. MEMBER ACKNOWLEDGES THAT THE MEMBERSHIP FEES HAVE BEEN CALCULATED SPECIFICALLY TAKING INTO ACCOUNT MEMBER'S ASSUMPTION OF THIS RISK, AND THAT THE CLUB WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON THE CLUB'S LIABILITY.

- c. The Member shall defend, indemnify and hold harmless the Club, its vendors and lessors and their respective affiliates and its and their respective managers, members, directors, officers, employees, agents and representatives from any against any and all claims, liabilities and expenses, including reasonable attorneys' fees, resulting from any breach of this Agreement or use of the Club Facilities by the Member or its guests or invitees, or from the acts or omissions of the Member or such guests or invitees. The Member is responsible for the actions of or the damages caused by Member and all persons that the Member brings into the Club Facilities. Member agrees to provide the Club with prompt written notice in the event of any such claims or actions. Member shall cooperate fully with the Club in the defense of any claim. The Club reserves the right, at Members' expense, to assume the exclusive defense and control of any matter subject to indemnification by Member, and Member shall not settle any action or matter without the Club's written consent.

10. NOT A LEASE.

Notwithstanding anything to the contrary elsewhere in this Agreement, the Club and the Member agree that this Agreement does not create a landlord-tenant relationship (nor does such a relationship otherwise exist), and this Agreement shall not in any way be construed as to grant the Member any title, easement, lien, possession or related rights in the Club Facilities or the Club's business. This Agreement does not create a tenancy interest, leasehold estate or other real property interest. This Agreement shall not be construed to create a fiduciary or agency relationship, partnership or joint venture. Both parties agree not to misrepresent the relationship.

11. MODIFICATIONS TO THIS AGREEMENT.

The Member acknowledges that from time to time, the Club may modify or supplement this Agreement, and will send notice of such to Member via posting to the Member Management Services or via email to Member's email address provided in its Order (or via its online account, whichever is more recent). Any such changes will become effective when such changes are so posted or transmitted or on such later date as may be specified by the Club. Unless the Member terminates this Agreement within thirty (30) days of such notice, the Member shall be deemed to have accepted and agreed to such modifications or supplementations. The continued use of the Club Facilities by the Member shall constitute acceptance of the modifications and supplementations. Except as set forth above, this Agreement may not be modified, except in a writing executed by the parties.

12. RESERVED RIGHTS.

In addition to any other rights provided herein or in the Rules, the Club shall have the right at any time and in its sole discretion (but shall have no obligation to) to: (a) modify,

reduce and/or increase the Membership Benefits, the Rules or the Schedule of Dues and Charges at any time on giving prior written notice to Member (which may be via email or the Member Management System); (b) provide any or all of the Membership Benefits via an affiliate or third party; (c) disclose information about Member as necessary to verify Member's application or account information or to satisfy any applicable law, regulation, legal process or governmental request; (d) enter, access and inspect any portion of the Club Facilities (including, without limitation, any locker provided to a Member) at any time, with or without notice, for the purpose of cleaning and maintaining the same or to ascertain compliance with these Membership Terms or the Rules; (e) discontinue operation of any or all of the Club Facilities or Club privileges; (f) add, delete, sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person, entity or group of persons whomsoever; (g) issue, add, modify or terminate any type or category of Club membership; or (h) make any other changes in the terms and conditions of Club membership or to or in the Club Facilities available for use by the Club members.

13. MISCELLANEOUS.

(a) This Agreement is governed by the laws of the Florida, without effect to any principles of conflicts of laws. Any action or proceeding relating to this Agreement shall be litigated exclusively in courts located in Leon County Florida, and the parties waive all objections or defenses to such exclusive venue, including forum non conveniens. The Member irrevocably agrees to waive any right to a trial by jury in any such action or proceeding. (b) Neither party shall be deemed by any act or omission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party. (c) This Agreement is subject and subordinate to the Club's lease with its landlord, and to any other agreements to which such lease is subject or subordinate. (d) Each provision of this Agreement shall be deemed severable, and to the extent that any provision of this Agreement is prohibited or unenforceable, this Agreement shall be deemed amended to the smallest degree possible in order to make the Agreement effective under applicable law. (e) Any and all notices under this Agreement may be given to the Club via personal delivery or certified mail, return receipt requested, at the Club Facilities and to Member (such notices effective upon receipt) via posting on the Member Management System or via e-mail to the email addresses on file for Member in the Member Management System (such notices effective upon transmission). (f) In any action, suit or proceeding to interpret, enforce or rescind this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and expenses. (g) The Member may not transfer or otherwise assign any of its rights or obligations under this Agreement without the prior written consent of the Club; the Club may freely assign this Agreement to any affiliate or successor or interest to the Club Facilities and upon such assignment, the Club will have no further duties or obligations hereunder. (h) Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither the Member nor the Club will seek to have any dispute heard as a class action or in any other proceeding in which any party acts or proposes to act in a representative capacity. (i) Neither party is liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform as required by this Agreement (with the exception of any obligations on the Member's part to pay any sum of money due to the Club under this Agreement for services rendered) as a result of any causes or conditions that are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence, provided that the affected party will use best efforts to resume normal performance. (j) All provisions of this Agreement reasonably expected to survive the termination of this Agreement will do so.

By signing below, I acknowledge that I have read, understand, and agree to abide by all terms, conditions, policies, rules, and regulations outlined in this Membership Terms Agreement, as established by Southwood Golf Club. I understand that membership privileges are subject to Club policies and may be modified, suspended, or revoked in accordance with the terms of this Agreement and Club rules.