

**BLACK FOREST CLUB INC.
MEMBERSHIP APPLICATION**

APPLICANT INFORMATION		
Name:		SSN:
Date of birth:	DL # / State / Exp. date	Phone:
Current address:		
City:	State:	ZIP Code:
Own <input type="checkbox"/> Rent <input type="checkbox"/>	Monthly payment or rent:	How long?
EMPLOYMENT INFORMATION		
Current employer:		
Employer address:		Supervisor's Name:
Phone:	E-mail:	Fax:
City:	State:	ZIP Code:
Position:	Hourly <input type="checkbox"/> Salaried <input type="checkbox"/>	Annual income:
Date From:	Date To:	
Previous employer (if less than 2 years with current employer):		
Employer address:		Supervisor's Name:
Phone:	E-mail:	Fax:
City:	State:	ZIP Code:
Date From:	Date To:	
SPOUSE INFORMATION		
Name:		
Date of birth:	SSN:	Phone:
SPOUSE EMPLOYMENT INFORMATION		
Current employer:		
Employer address:		How long?
Phone:	E-mail:	Fax:
City:	State:	ZIP Code:
Position:	Hourly <input type="checkbox"/> Salaried <input type="checkbox"/>	Annual income:
1. Have you been declared bankrupt in the last 10 years? Yes <input type="checkbox"/> No <input type="checkbox"/>	2. Are there any unsatisfied judgments against you? Yes <input type="checkbox"/> No <input type="checkbox"/>	
3. Have you ever voluntarily surrendered or had an auto, appliance or any other property (real or personal) repossessed? Yes <input type="checkbox"/> No <input type="checkbox"/>	If answer to #2 or #3 is yes, explain what, when and full details below or on separate sheet and attach to this application.	
SIGNATURES		
I authorize the verification of the information provided on this form as to my credit, financial condition and employment. I have received a copy of this application. In submitting this application, I certify that I have received, reviewed, understand and agree to abide by and comply with the Declaration of Covenants, Restrictions, Reservations and Subjections Affecting Land of Black Forest Colony, Inc., the Bylaws of the Black Forest Club, Inc. and the Bylaws of the Black Forest Colony, Inc. I further certify that I have received, reviewed and understand the Disclosure And Consent For Procurement Of A Consumer And Investigative Consumer Report And Release Authorization. I CERTIFY THAT ALL THE INFORMATION SUBMITTED BY ME ON THIS APPLICATION IS TRUE AND COMPLETE, AND I UNDERSTAND THAT IF ANY FALSE INFORMATION, OMISSIONS. OR MISREPRESENTATIONS ARE DISCOVERED, MY APPLICATION MAY BE REJECTED.		
Applicant Printed Name:	Signature:	Date:
Spouse Printed Name:	Signature:	Date:

Applicant's Initials.

Spouse's Initials

BLACK FOREST CLUB, INC. OF GLEN SPEY, NEW YORK - MEMBERSHIP AGREEMENT

I, _____, hereby apply for membership as a Regular Member / Associate Member in the Black Forest Club, Inc. of Glen Spey, New York (the "Club"), and in connection therewith submit the following amounts (check applicable box):

New Regular Member: (a) an application fee in the amount of \$350 (the "Application Fee"); (b) a credit and background check fee in the amount of \$150 (the "Credit Check Fee"); (c) non-land owner pro rated dues and maintenance expenses in the amount of \$250 ("Pro-Rated Dues") and (d) a deed deposit in the amount of \$500.00 deed deposit (the "Deed Deposit").

New Associate Member: (a) an application fee in the amount of \$50 (the "Application Fee"); (b) a credit and background check fee in the amount of \$150 (the "Credit Check Fee");

All fees have been waived by the Club because applicant is an existing Associate Member and this agreement is submitted as a replacement agreement, or because the member's original agreement is missing.

I acknowledge that dual ownership of land in the Black Forest requires any additional owner to be an Associate Member of the Club. I acknowledge and agree that prior to the Club conducting a membership meeting to consider my application I will provide the Club with the following documents: (a) an executed copy of any contracts, transfer agreements, or other instruments covering the sale, gift, transfer or other disposition of any land or interest in land within the Black Forest between the present owner(s) of land, myself and any other co-transferee; (b) a certified copy of letters testamentary or other documents appointing an estate representative for a proposed transfer of any land or interest in land within the Black Forest from an estate (if applicable); and (c) a copy of the deed prepared or approved in writing by the attorney for the Club that is in form and substance in conformity with all the rules, regulations and by-laws of the Black Forest Colony, Inc. (the "Colony") and the *Declaration of Covenants, Restrictions, Reservations and Subjections Affecting Land of Black Forest Colony, Inc.* (the "Covenants").

IF ADMITTED TO MEMBERSHIP, I AGREE AS FOLLOWS:

A. To abide by all of the rules, regulations, and bylaws of the Club and the Colony, and the Covenants, as each of the foregoing may from time to time be amended. I understand that it is my responsibility to obtain copies of the foregoing documents from the Club and Colony.

B. To pay to the Club an annual charge of \$27.00 for Club membership dues plus the amount of such annual maintenance expense as will then be in force and assessed against non-land owners prorated for the period starting on the date on which I am admitted as a member to the date on which a deed conforming in all respects to the requirements set forth herein is filed with the Sullivan County clerk.

C. In the event I acquire title and ownership to any plot of land within the Black Forest or share of stock of the Colony, whether directly from the Colony or from any present owner of such plot of land or share of stock, to pay directly to the Colony (and not to the Club) all annual Club dues and annual Colony maintenance expenses as will then be in force for members owning property within the Black Forest, the latter amount to be subject to change by decision of the Colony, due to, among other things, rising taxes, higher prices in general, and rising costs for proper maintenance of the Colony's roads and other real and personal property. I understand that for details regarding the purchase of property directly from the Colony, I will have to communicate with the Board of Directors of the Colony. If I become the sole or primary owner of the property listed above, my status will automatically change from an Associate Member to Regular Member.

D. As proof of ownership of any land or interest in land in the Black Forest I will submit each of the following to the Club, as applicable:

1) An executed copy of any contracts, transfer agreements, or other instruments covering the sale, gift, transfer or other disposition of any land or interest in land between the present owner(s) of land, myself and any other co-transferee in the event that I acquire, alone or together with another person, any land or interest in land within the Black Forest.

2) A certified copy of letters testamentary or other documents appointing an estate representative for a proposed transfer of any land or interest in land within the Black Forest from an estate.

3) A copy of the deed prepared or approved in writing by the attorney for the Club after the same has been executed and filed in the Sullivan County Clerk's office in Monticello, New York, in accordance with all the rules, regulations, by-laws, restrictions and Covenants of the Colony. **The deed shall be signed by all property owners prior to recording.**

E. I understand that the Deed Deposit will be refunded to me upon the delivery of three copies of filed deed(s) to the Club that show that (1) the deed(s) is (are) in the name of the member as it appears on this membership application; (2) that any second owner listed on the deed is an Associate Member of the Club; and (3) that the deed(s) contain the following clause:

The parties of the second part and their successors and/assigns agree to pay the membership dues/maintenance fees of the Black Forest Colony, Inc., and the Black Forest Club, Inc. or their successors and or assigns, as determined by said corporations and agree to comply with the declaration of restrictive covenants recorded in the Sullivan County Clerk's Office on March 19, 2015 in instrument number 2015-1659 or as they may be amended and filed from time to time.

F. If I fail to perform any of the obligations set forth in paragraphs D and E hereof within 8 months from the date I am accepted as a member, I will forfeit the Deed Deposit.

G. Should it become necessary for the Club or the Colony to take any action to collect any outstanding payment obligations owed by me (including, without limitation, the filing of any lien, commencement of any legal action, or turning my account over to a collection agency) or to otherwise enforce any of their rights under this agreement, the Club's or Colony's Articles of Incorporation or bylaws, the Covenants, or such other documents, agreements, laws, rules or regulations as may be applicable, I hereby agree to reimburse the Club and Colony for all expenses, including reasonable attorneys' fees, incurred by the Club or Colony relating to same. I further agree to have these expenses added to my annual Colony assessment. I further agree that any sale, transfer or other disposition of real property that is contrary to this agreement, the Club's or Colony's Articles of Incorporation or bylaws, or the Covenants, is and shall be void *ab initio* and that the Club and Colony shall have the right to any and all remedies at law or in equity, including specific performance and injunctive relief.

H. If accepted as a Club member, my membership will be automatically renewed from year to year, but the Club shall have the right to cancel my membership as of December 31st of any year in which I have not acquired property in the Black Forest Colony. In addition, if I relinquish ownership of all land in the Black Forest Colony, my membership shall be automatically canceled as of January 1 of the following year unless I own a share or shares of stock in the Colony.

I. In case I shall purchase or in any way acquire or have transferred to me land, or a share of stock from another member (whether directly or indirectly, such as through a tax foreclosure sale), I agree to pay to the Colony all outstanding dues, fees, taxes and any other payment obligations in connection with the land or share of stock to be transferred and before any deed or share of stock can be issued. If a share of stock is involved, the transfer to me shall not be made in the stock transfer records of the Colony until all arrears against the property have been paid in full.

J. This membership agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to the choice of law provisions thereof. Each of the parties hereto irrevocably consents to personal jurisdiction in any action brought in connection with this agreement in the United States District Court for the Southern District of New York or any New York court of competent jurisdiction. The parties also consent to venue in the above forums and to the convenience of the above forums. Any suit brought to enforce the provisions of this agreement must be brought in the aforementioned forums.

K. In the event this agreement has been filed during a period of suspension outlined in Article 7, Section 7 of the Club's bylaws, my membership application shall be accepted subject to the condition that I actually purchase the property of the following member, whose property I intended to purchase at the time of acceptance:

Member Name: _____ Black Forest Lot #(s): _____, Section Block Lot #(s): _____

(Print all)

Applicant Name: _____ Mailing Address and Telephone: _____

Signature: _____ Date: _____

Sponsors (Print): (1) _____ (2) _____

Application Approved By (Club Member Names and Signatures):

_____ Date of approval and acceptance: _____

State of New York)
) ss.:
County of Sullivan)

On this __ day of _____, _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument as acknowledged to me that he/she executed the same in his/her capacity, and by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

BLACK FOREST CLUB, INC. OF GLEN SPEY, NEW YORK
ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS

The undersigned, having acquired or intending to acquire property in the Black Forest Colony, Inc. subject to covenants, restrictions, reservations and subjections affecting the property, hereby acknowledge receipt of the following documents:

1. Membership Application
2. Membership Agreement
3. Disclosure and Consent for Procurement of a Consumer and Investigative Consumer Report and Release Authorization
4. FCRA Summary of Rights
5. Explanation of Appropriation of Funds for New Members
6. Declaration of Covenants, Restrictions, Reservations and Subjections Affecting Land of Black Forest Colony, Inc.
7. Bylaws of the Black Forest Club, Inc.
8. Bylaws of the Black Forest Colony, Inc.

Name(s) as appear or will appear on property deed:

Primary Owner:

Name:

Signed: _____

Date:

Co-Owner:

Name:

Signed:

Date:

Authorization and Application

APPLICANTS: Most banks, financial institutions, mortgage companies and employers require your signature and name printed to verify information. Please complete the form below:

****AUTHORIZATION FORM****

You are hereby authorized to release information to Tenant Patrol any and all information they request with regards to verification of my bank account(s), credit history, residential history, criminal record history, employment verification and character references. This information is to be

used for my/our credit report for my/our Application for Occupancy.

I/We hereby waive any privileges I/we may have with respect to the said information in references to

its release to the aforesaid party. Information obtained for this report is to be released to Tenant Patrol for their exclusive use only. PLEASE INCLUDE COPY OF DRIVER'S LICENSE and SOCIAL SECURITY CARD TO CONFIRM IDENTITY. If you do not have a Social Security Card, please include a copy of your Passport or current identification card.

I/We further state the Application for Occupancy and Authorization Form were signed by me/us and

was not originated with fraudulent intent by me/us or any other person and that the signature(s) below are my/our own proper signature(s).

I/We certify under penalty of perjury that the foregoing is true and correct.

(Applicant's Name Printed) (Applicant's Signature)

(Applicant's SSN) (Applicant's Date of Birth)

(Applicant's Address) (Date Signed)

(Spouse's Name Printed) (Spouse's Signature)

(Spouse's SSN) (Spouse's Date of Birth)

(Spouse's Address) (Date Signed)

**DISCLOSURE AND CONSENT FOR PROCUREMENT OF A CONSUMER
AND**

Disclosures

I understand that in connection with my application for membership in the Black Forest Club, Inc. (the "Club") a Consumer Report or an Investigative Consumer Report (as defined by the Fair Credit Reporting Act) will be requested by the Club's Board of Directors from one or more outside agencies to research and verify the information I have provided on my membership application. I understand that these reports will contain information that includes, but is not limited to, my credit standing, credit capacity, creditworthiness or similar characteristics, employment and income verifications, social security verification, criminal and civil history, personal interviews, DMV records, and any other public records and any other information bearing on my credit standing, credit capacity, character, general reputation, personal characteristics and trustworthiness, and mode of living.

Authorization and Release

During the membership application process and at any time during my ownership of property within the Black Forest, I hereby authorize the Club's Board of Directors to procure a Consumer Report or an Investigative Consumer Report, which I understand may include information regarding my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living. This report may be compiled with information from consumer reporting agencies, credit bureaus, court record repositories, departments of motor vehicles, past or present employers, governmental occupational licensing or registration entities, business or personal references, and any other source required to verify information that I have voluntarily supplied.

I understand that I may request a complete and accurate disclosure of the nature and scope of the background verification, to the extent such investigation includes information bearing on my character, general reputation, personal characteristics or mode of living. I authorize without reservation, any party or agency contacted to furnish the above-mentioned information and reports.

I hereby forever release, discharge, exonerate, hold harmless and indemnify the Club, the Colony, their respective directors, officers, affiliates, employees, representatives, agents, and subcontractors, and any other person, entity, organization or institution furnishing information to them from any and all liabilities of every nature and kind, including but not limited to claims for libel, slander, invasion of privacy, related tort claims, misuse of information provided by me or obtained from any Consumer Report, Investigative Consumer Report, and any other claim or cause of action arising out of the furnishing, inspection or copying of any documents, files, records, and other information, or the investigation made by or on behalf of the Club, unless such release is determined to violate the public policy of the state or federal district in which this contract is executed, and in that event this release will be permitted to the maximum extent allowed by the governing law.

This authorization and consent shall be valid in original, fax, or photocopy form.

Printed Name:

Signature:.

Date:

BLACK FOREST CLUB, INC.
EXPLANATION OF APPROPRIATION OF FUNDS FOR NEW MEMBERS

Regular Member Fees

Application Fee: \$350.00

If your application is accepted, this fee will be applied towards the Club's attorney's legal services rendered on behalf of the buyer's purchase and covering the costs of mailing the membership meeting announcement to Club

members. The application fee will be returned to you if your membership application is withdrawn prior to the notice of the membership meeting being mailed.

Credit and Background Check Fee: \$150.00

This is a non-refundable fee to cover the costs of conducting a credit and background check.

Good Faith Deed Deposit: \$500.00

This is a refundable deposit, which the prospective member guarantees to the Club the recording of a properly worded property deed as indicated on the Regular Membership Agreement.

Dues and Initial Maintenance Fee: \$250.00

Once a potential regular member has attended and been approved for membership at a "New Members Meeting," said member is permitted to utilize Club property. The initial annual maintenance fee will be pro-rated for the time between the acceptance of the new member and the filing of the property deed with the Sullivan County clerk. The portion of the pro-rated fee that is determined refundable will be credited or sent to you when we have received your properly recorded deed, depending on whether all outstanding maintenance fees for the year have been received.

TOTAL DUE **\$1,250.00**

PLUS (as applicable):

Associate Member Fees

Application Fee: \$50.00 / each

This is a non-refundable, one time fee for any person, other than the primary member. All persons listed as owners on the property deed in addition to the member must become associate members of the Club.

This is a non-refundable fee to cover the costs of conducting a credit and background check.

PLEASE MAKE ALL CHECKS PAYABLE TO "BLACK FOREST CLUB, INC."

MAIL CHECK TO: **BLACK FOREST CLUB, INC.**
PO BOX 116
GLEN SPEY, NY
12737