

A Top 50 U.S. Tennis Resort

TOPS'L Club, 9011 Highway 98 W, Miramar Beach, FL 32550
TOPS'L Club Florida Health Studio Registration Number: HS 03075



**TOPS'L Racquet Club Membership Agreement
OWNER**

PRIMARY MEMBER GENERAL INFORMATION

Mr. Mrs. Ms. Dr. Unit _____

Name (Please Print) _____

Home Address _____

City _____ State _____ Zip _____ Home Phone (____) _____

Date of Birth (MM/DD/YR) _____

Marital Status Single Married Other _____

Email Address _____

EMPLOYMENT INFORMATION

Company Name _____ Type of Business _____

Title _____ Length of Employment _____

Business Address _____

City _____ State _____ Zip _____ Business Phone (____) _____

SPOUSE INFORMATION (GENERAL & EMPLOYMENT)

Mr. Mrs. Ms. Dr.

Name (Please Print) _____

Date of Birth (MM/DD/YR) _____

Company Name _____ Type of Business _____

Title _____ Length of Employment _____

Business Address _____

City _____ State _____ Zip _____

Business Phone (____) _____

DEPENDENT INFORMATION

Name (21 and under)	Date of Birth	Sex	Charging Y/N
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

MEMBERSHIP POLICY

1. As a condition of membership in TOPS'L Club (the "Club"), the applicant signing below hereby agrees to the terms and conditions of this membership contract (this "Contract").
2. Membership in the club does not grant a member any ownership or membership rights in TOPS'L Club of Northwest Florida, LLC or TOPS'L Beach and Racquet Resort. Likewise, ownership of property on TOPS'L Beach and Racquet Resort does not grant property owners membership in the Club.
3. All Club members ("Members") must furnish a member identification card to Club personnel upon entering the Club facilities. The Club shall provide each Member with the initial member identification card, which shall remain property of the Club. Lost cards are subject to a \$5.00 replacement fee.

4. All Club membership rates and policies are subject to change without notice. A club membership will not, under any circumstances be allowed to carry a frozen status.
5. Club membership dues must be paid on time, within the time periods set forth below. Except as expressly provided herein, Club membership dues and fees are not refundable.
6. Club membership may not be transferred to another person or unit.
7. A member may cancel this contract with (3) business days from the date the Member signed this contract, by providing the Club manager with written notice within the three (3) day cancellation period. In the event that a Member cancels this Contract in accordance with this Section 7, the Club shall provide such Member a full refund of all Club membership dues and initiation fees paid by the Member under this Contract within thirty (30) days of the Club's receipt of the Member's notice of cancellation; provided, however the Club may retain a prorated amount of such fees for each full day that has passed since the execution of this Contract.
8. A member may cancel this Contract in the event that the Club goes out of business or moves its facilities more than five (5) driving miles from the Club's address designated in this Contract and the Club fails to provide, within thirty (30) days of the Club's closure or relocation, as applicable, a membership to a facility of equal quality at no additional cost to such Member, located within five (5) driving miles of the Club's address designated in this Contract. In the event that the Club goes out of business, a Member should contact the Florida Department of Agriculture and Consumer Services (the "Department") for information within sixty (60) days of the Club's closure. If the Department determines that the Member is entitled to a refund of membership dues or fees, such refund shall be computed by dividing the aggregated amount of membership dues and fees paid by the Member under this Contract by the number of weeks in the Contract term and multiplying the result by the number of weeks remaining in the Contract term. A refund issued under this Section 8 shall be paid to the Member within thirty (30) days of the Club's receipt of the Member's notice of cancellation. Not with standing any provision herein to the contrary, the business location of the Club shall not be deemed out of business when temporarily closed for repair and renovation of the premises under the following circumstances:
 1. Upon a sale of the Club, for not more than fourteen (14) consecutive days ;
or
 2. During other periods, for not more than (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.
9. A member may cancel this Contract in the event that such Member dies or becomes physically unable to avail him or herself of a substantial portion of those Club services which he or she used from the commencement date of this Contract until the date of such Member's disability. If this Contract is terminated pursuant to this Section 9, the Club shall issue a refund to the Member which shall be computed by dividing the aggregate amount of membership dues and fees paid by the Member under this Contract the number of weeks in the Contract term and multiplying the result by the number of weeks remaining in the Contract term. The club shall not be required to cancel a membership of refund any monies to a disabled Member or the estate of a

deceased Member pursuant to this Section 9 unless such disabled Member of the estate of a deceased Member provides the Club proof of disability or death, as applicable. A physical disability sufficient to warrant a Member's cancellation of this Contract under this Section 9 shall be established if such Member provides the Club a certification of such a disability by physician licensed under Chapter 458, 459, 460 or 461 of the Florida Statutes if such diagnosis or treatment is within the scope of the physician's practice. A refund issued under this Section 9 shall be paid to the Member within thirty (30) days of the Club's receipt of the Member's notice of cancellation.

10. Any notice by a Member of its intention to cancel this contract shall be given in writing. A Member's cancellation of this contract shall also automatically cancel the Member's obligation to any entity to which the Club has subrogated or assigned the Member's membership.
11. A Member's initial Contract term shall not exceed thirty-six (36) months, and thereafter shall only be renewable annually. Such renewal terms may not become effective, and membership dues for renewals shall not be paid, until sixty (60) days or less before the preceding Contract term expires.
12. The Club reserves the right to offer Club membership to individuals who are not owners of TOPS'L Beach & Racquet Resort. Non-owner Members must follow the same rules as owner Members. Non-owner Members do not have access to the beach.
13. TOPS'L Beach & Racquet Resort property owners are required to maintain a Club membership in order to utilize any Club amenities.
14. TOPS'L Beach & Racquet Resort Property owners are required to maintain a Club membership in order for their unit guests to have the ability to purchase temporary access to any Club amenities.
15. As of the year 2013 Membership includes up to: The Member, Spouse, and children up to the age of 21 years old. Children over the age of 21 and other immediate and extended family may apply for their own Memberships or may come on a temporary basis as guests of the member once the guest fee per day is paid by the member.
16. The Club and its employees shall not be responsible for lost, stolen or damaged property. All Members should use secured lockers to store personal property and are encouraged not to leave valuable items in lockers or elsewhere within the Club Premises.

CODE OF ETHICS:

Appropriate social conduct is consistently expected of all members while participating in any club event, activity or while visiting the club. Any inappropriate conduct results in revocation of club membership and benefits. Unlawful activity affecting the Club, activities, members, guests or employees results in immediate revocation of club benefits and membership. Membership may be suspended or revoked by Club or TOPS'L Management at any time without notice, if the code of ethics is violated by any member or their guests.

My Unit is on ResortQuest's Rental Program

Initials _____

WAIVED Initiation Fee \$59.00 per month + tax

Entitles the primary member and ALL of their Unit guest privileges to ALL property amenities shown below at no costs.

My Unit is NOT on ResortQuest's Rental Program, and my primary residence is more than 50 miles from the TOPS'L Club

Initials _____

\$1500.00 Initiation Fee \$89.00 per month + tax

Entitles the primary member, spouse, and children under the age of 21 to the following property amenities below.

My Unit is NOT on ResortQuest's Rental Program and I reside within 50 miles of TOPS'L Club

Initials _____

\$1500.00 Initiation Fee \$119.00 per month + tax

Entitles the primary member, spouse, and children under the age of 21 to the following property amenities below.

If your unit is not on the Resort Quest's management Plan and you have multiple family owners; all families must have a membership. The initiation fee can be split up among families.

My Membership Dues Include Access to the Following Property Amenities

- Tennis Courts
- Tennis Clinics, Lessons, Services (for a fee)
- Fitness Floor
- Locker Rooms
- TOPS'L Club Pools
- Steam Room
- Sauna
- Club Hot tub
- Aerobics, Water & Yoga classes
- Beach Services (for a fee)
- Pro Shop/Sandbar Gift Shop (20% discount)
- Massage Therapy (for a fee)
- Shuffleboard Courts
- The Tides Mini Golf Course
- Chipping & Putting Green
- Club Social Activities
- Blue Dunes Grille and Tiki-Hut (15% discount)
- TOPS'L Tram
- Club Tiki and Café (15% discount)

PAYMENT OF ACCOUNT

Payment of account is due upon receipt of the monthly statement. Undersigned agrees to pay the account when due. Undersigned agrees Club may assess a late charge for past due accounts

as provided in the Bylaws of the Club as amended from time to time. Payments on delinquent accounts apply first to reduce late charges, then accrued dues, then to food and beverage charges, then to any other charges. Dues and other club charges are considered luxuries under all applicable laws. Undersigned agrees to pay all reasonable attorney fees, investigator fees and costs in the event this account is turned over for collection. The membership card shall remain the property of the club at all times.

I have read and understand the foregoing statements.

APPLICANT'S SIGNATURE: _____

APPLICANT'S PRINTED NAME: _____

DATE: _____

MANAGER'S SIGNATURE: _____

DATE: _____