



TOPS'L Racquet Club Membership Agreement
TOPS'L OWNER

PRIMARY MEMBER GENERAL INFORMATION

Mr. Mrs. Ms. Dr. Building # _____
Unit # _____

Name (Please Print) _____

Home Address _____

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

Date of Birth (MM/DD/YR) _____

EMAIL: _____

Marital Status Single Married Other _____

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

Membership does not deem ownership in TOPS'L Club of Northwest Florida, Inc. Henceforth, ownership of property on TOPS'L Beach and Racquet Resort does not deem membership in TOPS'L Club of Northwest Florida, Inc. The membership card is property of TOPS'L Club of Northwest Florida, Inc. All membership rates and polices are subject to change without notice. TOPS'L Club of Northwest Florida, Inc. reserves the right to offer membership to non-owners of TOPS'L Beach & Racquet Resort. These members must follow the same rules of an owner with the exception of termination of membership, a non-owner may terminate membership at any time, and non-owner members do not have access to the beach.

A membership will not, under any circumstances, be allowed to carry a frozen status. Dues must be paid timely. Membership dues are not refundable. Membership is not transferable. This contract may be cancelled with a full refund of club dues and initiation fee if cancelled within three business days of contract signing. Cancellation must be made in writing to the club

manager. Club membership can be cancelled at any time without penalty, with notice to cancel being provided in writing to club management and effective the first day of the following month. If it is determined that a refund is due the club member, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of TOPS'L Club shall not be deemed out of business when temporarily closed for repair and renovation of the premises:

- Upon sale, for not more than 14 consecutive days not more than two periods of seven consecutive days in any calendar year.
- During membership, for not more than seven consecutive days and not more than two periods of seven consecutive days in any calendar year.
- Member should contact the Florida Department of Agriculture and Consumer Services for information within 60 days should the club go out of business.
- A refund shall be issued within 30 days after receipt of the notice of cancellation made pursuant to this paragraph.

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** Initial _____

Club Initiation Fee	Monthly Dues
Waived	\$49 per month + tax

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

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

Club Initiation Fee	Monthly Dues
\$1000	\$79 per month + tax

Entitles the primary member, spouse, children and grandchildren 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 Initial _____

Club Initiation Fee	Monthly Dues
\$1000	\$109 per month + tax

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

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
- Pro Shop/Sandbar Gift Shop (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 (discount)
- TOPS’L Tram
- Beach Services (for a fee)

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.

ResortQuest (RQ) Rental Owners must maintain membership to the TOPS’L Club at all times when on the rental program. The initiation fee is waived for the duration that you are on our ResortQuest rental program. If at any time you take your unit off the ResortQuest rental program and choose to maintain your club membership you may do so at the Non- RQ rate by

paying the \$1000.00 initiation fee for your new membership status. As long as you are on ResortQuest's rental program, your monthly club dues, and any purchases made to your club account will be automatically billed on your ResortQuest monthly rental statement for your convenience.

TOPS'L property owners are **required** to maintain membership in TOPS'L Club of Northwest Florida, Inc. to utilize any club amenities or for any guests or renters of your unit to be able to access these facilities.

I have read and understand the foregoing statements

APPLICANT'S SIGNATURE: _____

APPLICANT'S PRINTED NAME: _____

DATE: _____

MANAGER'S SIGNATURE: _____

MANAGER'S PRINTED NAME: _____

DATE: _____