

Equity Membership Agreement

KTP Membership Agreement

Updated 1 February 2016

APPENDIX A

KRAFT TENNIS PARTNERS, Inc.

TENNIS MEMBERSHIP AGREEMENT

[Amended 25 April 2010, 11 November 2012, 10 November 2013, 8 June 2014, 15 November 2015]

This tennis membership agreement (hereinafter called the "Agreement") made as of the _____ day of _____, _____ by and between the Kraft Tennis Partners (hereinafter called "KTP") and _____ an individual (hereinafter called "Member").

WHEREAS, the KTP is a social tennis club located at the Kraft Athletic Club, 961023 Buccaneer Trail, Fernandina Beach, Florida 32034 and WHEREAS, Member would like to become a member of the KTP to use the equipment and facilities of the KTP for a certain fee as provided herein.

NOW, THEREFORE, by mutual agreement:

The KTP does hereby grant Member membership in the KTP.

The Member agrees to abide by the bylaws of the KTP.

The Member agrees to join the Kraft Athletic Club (KAC) and maintain an annual membership to include the KAC annual membership dues.

The initial membership fee will be Two Thousand Two Hundred Dollars (\$2,200.00) payable in full or in quarterly installments.

The member agrees to pay a monthly maintenance fee set forth by the KTP Board of Directors as stipulated in the KTP Bylaws.

Member agrees to abide by the KTP rules and regulations.

RULES AND REGULATIONS

Any conduct by any member which unreasonably interferes with the use and enjoyment of KTP and KAC is strictly prohibited.

Proper tennis attire shall be worn. The minimum attire shall be gym shorts, t-shirts, socks and proper tennis shoes for hartru courts. Bare-midriff clothing, torn, ragged, dirty or unacceptable clothing to include shirtless is not allowed.

Each KTP member will receive a KTP membership card, which must be displayed on his or her tennis bag.

On line court reservation must be made prior to play and cancelled if the players are not going to use that reservation time.

No alcoholic beverage consumption on courts.

Tennis courts will be dragged/swept and lined after play, by the players during their reserved court time, so that the next players can start play at their scheduled time.

Last player must lock courts and courts must remain locked when not in use.

Reservation Priority:

League Scheduled Play

Members

Team Practice (will be scheduled for afternoons/evenings only).

Reservations must be made in advance on-line.

[1] Team captains may reserve their league schedule for the season.

[2] (2) Members can reserve courts no more than seven (7) days in advance

[3] Court time is two hours maximum beginning at 8:00 AM [two hour blocks there after].

[4] Court 6 and 7 will not be reserved for league play, so that at least two courts will be available for general membership at all times. Exception: [a] nighttime league scheduled play [b] makeup for daytime league cancellations

Member Guest Play & Fee:

KTP Member guest \$15.00

KTP Members' children/grandchildren age 17 and under play free - must be accompanied by a KTP member.

Guests are limited to a maximum play of four times per month, two in the AM and two in the PM.

Out of Town "House Guest" unlimited play subject to 24 hour advance reservation

Guest fee to be paid prior to play.

KTP member must accompany their guest on the assigned court, with one exception. In the case of league play, non KTP members may play for the KTP team against an opponent providing the KTP team field a minimum number of KTP members equal to or greater than the number of courts played. For example, 2 non-KTP members may play together on a court where 5 courts are being played so long as the total number of KTP members playing the team match are five[5] or more.

KTP member dependents in school, ages 18-21, fee \$5 - must be accompanied by a KTP member.

[a] Unlimited play after 3 PM subject to no more than 24 hour advance reservation.

[b] Parents on property and any guest at usual guest fee.

Abuse of KTP Rules and Regulations by a member could result in suspension or expulsion from the KTP by a vote of the KTP Board.

eams: To insure an equitable distribution of court time for all KTP members and to

support KTP league play:

(1) KTP league committee/coordinator will:

- a. Approve league play prior to start of the season.
- b. Determine the number of teams authorized for KTP league play.
- c. Evaluate and establish ratio of KTP members/non-members on a team.

(2) KTP Team(s)

Team Captain must be a KTP member, must submit schedule for approval prior to season, and must submit names of all team members prior to season.

Non-members on team are subject to guest rules as defined by Membership Rules.

n. Ball Machines: Members are allowed the use of personal ball machines

[1] Ball machines are only permitted on a bank of courts when no other courts in that bank is in use. There are 3 court banks: 1-3, 4-5 and 6-7.

[2] Courts used specifically for ball machine play may not be reserved more than 24 hours in advance of play.

[3] Player must check reservations prior to play and refrain from use of the machine if another court in that bank is reserved during desired time slot.

[4] If a ball machine is in use and players then arrive to play on another court in the bank, the following rules apply:

[a] If the player had a reservation, then the use of the ball machine must end even if the oncoming players express a willingness to allow the player with the machine to continue.

[b] If the players did not have a reservation, then the player using the ball machine may complete his/her session.

[c] In the latter situation the player using the ball machine should make every effort to prevent balls from going on the other court in play.

o. Tennis Instruction: A tennis professional may give instruction in the following situations:

1) To warm up a home team or visiting team in preparation for a league match

2) To 4 or fewer players provided:

A guest fee is paid for the Pro and any other Non-KTP member (KAC tennis members are not required to pay a guest fee if instruction is on Court 6 or 7)

RELEASE AND HOLD HARMLESS AGREEMENT

I, _____, being at least eighteen (18) years of age, do hereby agree to assume all risks and hazards incidental to my participation in the Kraft Tennis Partners (KTP) , and do hereby agree to waive, release, absolve, and covenant not to sue the KTC officers, attorneys, and agents, for any and all claims, including claims for equitable and injunctive relief, damages, losses or injuries of any kind, resulting from my participation in the KTC. THIS RELEASE INCLUDES A RELEASE FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OR NEGLIGENCE, EITHER ACTIVE OR PASSIVE OF THE KTC, THE KRAFT ATHLETIC CLUB (KAC), ITS EMPLOYEES, OFFICERS, ATTORNEYS, AND AGENTS. THIS RELEASE IS GIVEN AND SIGNED OF MY OWN FREE ACT AND WILL.

I further promise and agree to indemnify, defend and hold harmless the KTP and KAC, its' employees, officers, attorneys, agents, against any damages, claims, including claims for equitable or injunctive relief, loss or injury of any kind, including reasonable attorney's fees and costs, arising from or through my participation in the KTP. This indemnity agreement encompasses all damages and claims arising from my participation in the KTP.

IN WITNESS HEREOF, the parties hereunto executed this Agreement on the day and year first above written.

THE KRAFT TENNIS PARTNERS, INC.

By: _____

(KTP Membership Chairperson or President)

MEMBER: _____

Name Printed _____

Address: _____

Telephone # _____

Email Address _____