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Kraft Tennis Partners, Inc.

Established 2008

Membership Handbook
2021

Website: krafttennis.com

Bringing friends and tennis together in a
beautiful coastal setting

KRAFT TENNIS PARTNERS, INC.

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BYLAWS OF THE KRAFT TENNIS PARTNERS, INC.

REORGANIZED AND RESTATED 11 NOVEMBER 2018

DATED 19 Oct 2008

AMENDED: 19 April 2009, 1 November 2009, 25 April 2010, 13 Nov 2011 11 November 2012, 10 November 2013, 8 June 2014, 2 August 2015, 13 November 2016, 17 November 2019, November 15, 2020

ARTICLE I. GOVERNANCE. These bylaws provide the procedures for the operation of the Kraft Tennis Partners, Inc. (hereinafter called the KTP), incorporated on 28 July 2008, in the state of Florida. The members of the KTP are governed by these bylaws. The KTP shall be governed by its members within the terms and conditions set forth in the bylaws. A Board of Directors shall enact decisions of the members and ensure that all provisions of the BYLAWS are properly enforced.

ARTICLE II. NONPROFIT STATUS. The KTP, a non-profit 501c-7 social membership, is not empowered to engage, except as an insubstantial part of its activities, in endeavors other than those related to the purposes outlined in the Articles of Incorporation. No part of the funds received by the KTP shall inure to the benefit of any member; and no Officer, Director or member shall receive or be entitled to any pecuniary profit from the operations thereof, except for reimbursement of expenses incurred by them on behalf of the KTP and as authorized by the Board of Directors.

ARTICLE III. MEMBERSHIP. **There are two categories of membership: Equity and Non-Equity. The total number of equity and non-equity members will not exceed the limit approved by KTP membership at the Annual Meeting. As of April 16, 2020, the non-equity membership shall not exceed 55.**

A. DECISIONS OF THE KTP. Decisions of the KTP will be taken by vote of the members with one (1) vote allocated to each member. All expenses of KTP shall be assessed as a common expense of the members, proportionate to the number of current members. Membership is limited by court availability. Membership additions are recommended by the KTP Board and subject to the vote of the current membership. Should the membership total be at maximum approved level, a waiting list of individuals desiring membership, hereafter called New Member Waiting list, will be managed by the KTP board, and the New Member Waiting list will be posted in the KTP Clubhouse.

B. MEMBERSHIP IN KAC. Each KTP member must also become a member of and remain in good standing with the Kraft Athletic Club (KAC).

C. TENNIS MEMBERSHIP AGREEMENT. All KTP members must agree to and sign the Tennis Membership Equity Membership Agreement: See Appendix [A] or Non-Equity Membership Agreement: See Appendix [B].

D. EQUITY MEMBERSHIP. Each legal equity member of the KTP is an owner of an undivided proportionate interest in the funds and assets of the corporation.

1. EQUITY TERMINATION. Equity members wishing to terminate their membership may do so in any of the following manners:

- a) Transfer membership by name to a relative prior to resigning.
- b) Request their name be placed on the Equity Refund Waiting (ERW) list, and be reimbursed their equity fee by KTP in the order their resignation was received.
- c) Sell it on the open market at any time, provided: (1) Resigning member is responsible for finding a buyer, not KTP; (2) The maximum approved number of memberships will not be exceeded (3) Resigning member completes a Membership Transfer form for approval by the KTP Board President or Membership Chair. [See Article III.D.2.a) and Appendix C]

2. EQUITY TERMINATION PROCEDURES: Equity members wishing to terminate a KTP membership will officially notify the KTP Membership chair either by email (KTPboard@krafttennis.com) or US Postal service of the intent to terminate. The KTP Membership chair will confirm receipt of this resignation by reply email or by regular mail. This reply will serve as confirmation of resignation and officially establish the date of resignation. {Appendix C]

- a) Under the rules of ARTICLE III. D.1. if option a) is selected, resigning member will provide name, address, and phone number of relative. There will be no reimbursement of current quarter maintenance fees or of their Equity.
- b) If option b) is selected, resigning member will be reimbursed his/her Equity from KTP when his/her membership is sold by KTP. Resigning member will be placed in a queue on the Equity Refund Waiting list_based upon resignation date. If a member resigns when membership is at approved maximum, then the Membership chair under option b) will contact the first person on the New Member Waiting list. That individual will have seven days to accept and submit an application and the Equity payment. If the individual declines, the membership offer will go to the next person on the New Member Waiting list. The declining individual may reapply for membership and will be placed at the bottom of the New Member Waiting list. This process will continue until an individual accepts a KTP membership.
- c) If option c) is selected, such that the resigning member desires to sell his/her membership personally, he/she should notify the Membership chairperson by completing a membership Transfer form, signed by both the buyer and seller, and approved by the KTP Board President. {Appendix C]

d) If a resigned member is on the Equity Refund Waiting list, then decides to sell, he/she may do so as long as 1) the exchange does not exceed the maximum approved number of members, and 2) the Membership chairperson is informed by completion of the membership Transfer form, signed by both the buyer and seller, and approved by the KTP board President. Appendix [C].

e) Refund of Resigned Members' Equity by the Board from General Funds (approved Nov. 15, 2020): The Board, with approval of the membership, may refund a maximum of three Resigned Members' Equity annually using member-generated funds, as long as it does not negatively impact the club's finances. The annual budget, approved by the membership at the Annual Meeting, will contain the proposed number of Resigned Members' Equity that may be refunded based on budget projections of estimated income against projected expenses. (see Budget line item C102)

3. EQUITY REINSTATEMENT: Reinstatement of an Equity Refund Waiting (resigned) member who has not received his/her initiation fee refund may revive his/her membership by: (1) notifying the KTP Treasurer or Membership chair by email or regular mail of his/her intention to restore membership privileges and (2) paying a prorated portion of the maintenance fee for the current quarter plus the maintenance fee for the following quarter. An equity member may only restore his/her membership one time prior to receiving a full refund of his/her Equity fee and only if, at the time of re-instatement, the total dues-paying Equity and Non-Equity membership does not exceed the maximum approved members.

E. NON-EQUITY MEMBERSHIP is established. References in the Bylaws to 'Members' or 'Membership' shall not apply to those in the non-equity Membership category. The following will apply to non-Equity Members:

1. A non-equity member is not an equity partner in KTP; in particular, the initiation fee will not be refundable and the non-equity member will have no claim on the equity of the club, should the club be dissolved.
2. Will sign a separate 'Non-Equity Membership' agreement.
3. Will become and remain a member in good standing of KAC.
4. Will have voting rights and be eligible for elected office.
5. Termination of non-equity Membership will be by email or US Postal Service mail directed to the KTP Membership chairperson. There will be no reimbursement of current quarter maintenance fees paid.
6. A quarterly maintenance fee will be paid as designated by the Board of Directors with stipulations the same as for Members in Article V.B

7. Will be eligible to play on KTP teams without restriction.
8. Restrictions regarding court reservations for play will apply as stipulated in the Non-Equity Membership Agreement. Non-equity Members may reserve a court no more than three (3) days in advance of play. (Example: a Monday reservation may be made no sooner than the previous Friday).
9. May convert to an Equity Membership anytime with full credit of non-equity initiation fee applied to the Equity initiation Fee

F. KRAFT ATHLETIC CLUB GRANDFATHERED LEGACY TENNIS PLAYERS is established with a maximum of 12 KAC members.

1. Grandfathered Players will be permitted access to courts six and seven (adjacent to the KAC Lounge). These Grandfathered Players will be subject to the following rules:
2. \$30/quarter dues paid to KTP
3. Reservations required using KTP reservation system.
4. All KTP rules apply to the 12 KAC Grandfathered Players
5. One of these 12 KAC Grandfathered Players may be designated as a 'tennis teacher' and may give lessons on courts 6 & 7, one court per time-period, during non-prime time hours as designated by KTP.
6. These KAC Grandfathered Players will sign a membership agreement consistent with the above points.
7. If one of the originally designated Grandfathered Players elects to resign his/her membership in KTP, then KAC may designate a replacement member from the pool of current KAC members who were members of KAC prior to 31 December 2012 and have held that membership continuously from that date to the date of designation as a Grandfathered Player.
8. The KAC President is granted 4 hours of court time/month total on courts six and seven for use by KAC 'Governing Members' and their guests. These hours must be reserved using the court reservation process of KTP. KTP will facilitate these reservations when given proper advance notification by the President of KAC.

ARTICLE IV: BOARD OF DIRECTORS

A. COMPOSITION. The affairs of the KTP will be managed by a Board of seven (7) members (hereinafter called the Board) elected by the members. The Elected Board

of Directors will serve in the following seven [7] officer positions: President, Vice President, Secretary; Treasurer, Membership Officer, Information Officer and Facilities Officer; all to run the day-to-day operations of the KTP. All Board Members shall be active KTP members.

1. President: Chief Executive Officer responsible for overall management and supervision of KTP to include relationship with KAC. Call/preside over board meetings, annual membership meeting, and special meetings. Prepare annual report. Appoint committees as required.
2. Vice President: Responsible for performing President's duties when the President is unable, due to medical or other reasons.
3. Secretary: Responsible for keeping minutes of all meetings, maintaining all records, minutes and documents, ensuring members are notified by whatever means of all meetings.
4. Treasurer: Responsible for maintaining all fiscal assets, collecting membership fees and monthly maintenance fees, paying all bills, preparing financial reports.
5. Membership Officer: Responsible for recruiting new members, maintaining and validating membership roster, resolving membership disputes, enforcing membership play rules, and maintaining membership waiting lists.
6. Information Officer: Responsible for preparing and dissemination of information to the news media regarding KTP activities and functions.
7. Facilities Officer: Responsible for insuring courts, club house and equipment are maintained properly.

B. BOARD MEETINGS. A meeting of the Board of Directors occurs whenever a quorum (a minimum of five (5) members) of the Board gathers to conduct KTP business. All meetings of the Board shall be open to all members except as noted in Article IV, C, 1-3 below. Notices of all Board meetings must be emailed or delivered to members at least 72 hours prior to such meeting, except in the case of an emergency (emergency is defined as a crisis situation requiring administrative or funding action by the KTP Board Members that has to be resolved in less than 72 hours.) Any actions conducted on an emergency basis must be reported to membership in the following Board minutes. In an emergency case, members must be notified by email or telephone or otherwise at least twenty-four (24) hours prior to such meeting. A special assessment may not be levied at a Board meeting without membership approval. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This Article applies to the meeting of any committee formed by the Board, including anybody vested with the power to act on behalf of the Board, to authorize

expenditure of KTP funds, or property owned by KTP. Minutes of the Board meetings must be posted at the clubhouse and the KTP web site or emailed to the members.

C. CLOSED SESSION. The Board may meet in closed session for the following purposes only:

- 1.** To meet with an attorney. No motions may be made or voted on at these meetings
- 2.** To discuss the conduct of an individual member. The member will be notified and be permitted to attend the meeting. Any motion made at this meeting may be re-worded in the minutes distributed to members to protect the privacy of the individual member.
- 3.** To discuss information that might be of competitive, legal or strategic value to a competitor, potential litigant, or landlord.

D. DUTIES AND RESPONSIBILITIES OF THE BOARD. The Board shall be responsible for preparation and maintaining the following documents and records of the Association:

1. Notices of all meetings;
2. Minutes of all meetings (for a 7-year period) of the KTP or the Board in written form. A vote or abstention from voting on each matter voted upon by each Director must be recorded in the minutes;
3. All plans, specifications, permits and warranties related to the areas that the KTP is obligated to maintain, repair, or replace;
4. Copy of the Bylaws and amendments thereto;
5. Copy of the Articles of Incorporation and amendments thereto;
6. Current roster of all members and their mailing addresses;
7. All of the KTP insurance policies for 7 years
8. Current copies of all contracts to which the KTP is a party, including without limitation: any management agreements, lease, or other contract under which the KTP has an obligation or responsibility for one year, for work to be performed are to be retained until the item has been reviewed by the members at the annual meeting
9. All financial and accounting records of the KTP (for 7 years) which must include:
 - a) Accurate, itemized and detailed records of all receipts and disbursements;

- b) Current periodic statements of the accounts for each member, designating the name and current mailing & email address of each member who is obligated to pay assessments, the due date, the received date, and amount of each assessment or other charge against the member and the balance due;
- c) All tax returns, financial statements and financial reports.
- d) All other records that identify, measure, record or communicate financial information and any other records the Board deems necessary.

E. INSPECTION AND COPYING OF RECORDS. Records shall be maintained and must be open for inspection and available for photocopy by members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. Cost to be borne by requesting individuals or parties.

F. COMMITTEES. The Board of Directors shall establish such Committees as they deem necessary to fulfill their obligations under these bylaws. Committees empowered to exercise any authority of the Board must have at least one (1) Board member seated on that committee as a liaison. See Appendix [D]

G. LEAGUE PLAY. All League play must be approved by the Board at the beginning of each season. Team captains are required to obtain approval for their planned league play from the Board to ensure the club has the capacity to support authorized league play while still allowing member access for play. See Appendix [D]

H. PILOT PROGRAMS. The Board of Directors is authorized to conduct tennis pilot programs to test the feasibility of incorporating that program into our Bylaws and Rules & Regulations. Such programs will not impact prime time or team play and shall not continue beyond the next scheduled membership meeting without membership approval.

I. GUEST PASSES. Board members are authorized to issue guest passes to members who perform volunteer work at KTP.

J. SPECIAL EVENTS. The Board of Directors is authorized to periodically conduct special events to raise funds and community tennis awareness at the KTP facilities.

ARTICLE V: BUDGETS and FUNDING

A. BUDGETS. The Board of Directors shall prepare an annual budget for the following year for presentation to the members at the Annual Meeting. The budget must include the estimated revenues and administrative and operating expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget will include the cost (following bidding) of proposals of members of items to be considered by all members and the impact. The budget and assessments must be

approved by two thirds of the total voting membership.

B. BUDGET AUTHORIZATION: Approval of the budget will be the authorization to the Board to implement the activities so approved. Special assessments for expenditures over and above the budget shall be approved by a quorum of KTP members. The members of the Board of Directors are fully accountable to the members of KTP.

C. DISCRETIONARY FUNDING. No more than 10% of the operating and administrative budget shall be designated as a reserve fund for the purpose of non-capital improvements at the discretion of the Board upon their majority approval.

D. EMERGENCY FUNDING. Shall a situation arise requiring the expenditure of funds not contained in the budget approved by members, a special meeting of the members will be called to decide on the actions to be taken and the additional amount, if any, which may be required from the members by way of special assessment.

E. FINANCIAL REPORTING. The Board of Directors will prepare an annual financial report within (60) days after the close of the calendar year and distribute it to the members. The financial report must consist of a financial report on actual receipts and expenditures, on a cash basis, which report shall minimally show the amount of receipts and expenditures by classification; and the beginning and ending cash balances.

ARTICLE VI: RESIGNATIONS, REMOVALS AND VACANCIES.

A. RESIGNATIONS. Any director, officer, employee, agent or committee member of the KTP may resign at any time by giving written notice to the Board of Directors. Any such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective unless otherwise provided therein.

B. REMOVALS. Any officer, employee or agent of KTP may be removed by the Board of Directors whenever in its judgment the best interests of KTP will be served thereby, by a majority of Board members.

C. VACANCIES. Any vacancy in the office of any officer or Board member arising from death, resignation, removal or other cause may be filled at any time by the Board of Directors at any meeting, and the officer or Board member so appointed shall hold office until the next membership meeting and until his successor has been elected.

ARTICLE VII: ASSOCIATION MEMBERS

A. OBLIGATIONS OF THE MEMBERS. Each member and the member's guests are governed by and must comply with the governing documents of the KTP.

B. RULES AND REGULATIONS. Stated in Membership application and attached hereto.

C. VOTING RIGHTS. The KTP Board may not suspend the voting rights of a member, except a member who fails to pay monthly maintenance fees, guest fees, and current KAC dues or otherwise fails to be a member in good standing.

ARTICLE VIII - FEES, PAYMENTS AND ASSESSMENTS

A. INITIATION MEMBERSHIP FEE. Payment of initiation membership fee, as determined by the Board and approved by the membership, shall be due within 7 days of joining KTP.

B. QUARTERLY MAINTENANCE FEE: Payment of quarterly maintenance fee as determined by the Board and approved by the membership will be paid within the first ten days of the quarter. Failure to pay will result in suspension of right to play until arrears are corrected. KTP Treasurer and KTP Website manager are exempt from quarterly maintenance fees.

C. MAINTENANCE REIMBURSEMENT. Upon termination of membership, member will only be reimbursed for maintenance fees paid in excess of the current quarter in which termination is requested.

D. SPECIAL ASSESSMENT. Any special assessment as determined by the Board of Directors must be approved by the KTP membership at a special meeting.

ARTICLE IX: MEETINGS, VOTING AND ELECTION PROCEDURES

A. ANNUAL MEETING. The KTP shall hold a meeting of its members annually for the transaction of any and all proper business at a time, date not later than thirty days prior to the close of the calendar year.

Election of Directors, if required, shall be held at or in conjunction with the annual meeting by secret ballot.

B. SPECIAL MEMBER MEETINGS. Special meetings of members shall be held when called by the President or by at least twenty-five (25) per cent of the total-voting members.

C. CONTENT OF NOTICE. Notice of the Annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of special meeting must include a description of the purpose or purposes for which the meeting is called and copies of pertinent documentation as appropriate.

D. FISCAL YEAR. The fiscal year shall be a calendar year.

E. QUORUM. The number of voting interests required to constitute a quorum at a meeting of the members shall be thirty-three (33) percent of the total voting interest, in person or by absentee ballot.

F. ELECTIONS. All members of KTP in good standing shall be eligible to serve on the Board of Directors. The term of elected members of the Board of Directors shall be two (2) years, with terms staggered to allow for the new Directors to join seasoned Directors. Members wishing to serve should present their names to the Board at least sixty (60) days prior to the election. Elections will not be for a specific position on the Board but rather for a seat on the Board. The seven (7) members receiving the most votes will form the Board. Elected Board members will determine the functions to be performed by each within the structure contained in Article IV.A. A member may not serve on the Board for more than six (6) consecutive years. The Secretary shall maintain a separate record of officer elections including date of election and date of term expiration.

G. VOTING ENTITLEMENTS. Each KTP member in good standing is entitled to one (1) vote in the KTP.

H. ABSENTEE BALLOT. Members have the right to vote in person, by absentee ballot, or online. The Board Secretary shall provide an absentee ballot to all members with the notice of the meeting at which the vote is to be taken. To be valid, an absentee ballot or an executed email with an equivalent reproduction of the absentee ballot must be dated, signed and returned to the Election Manager no later than 72 hours prior to the meeting to which the vote applies. Once submitted, an absentee ballot may not be revised.

I. AMENDMENT OF BYLAWS AND MEMBERSHIP AGREEMENTS. Any KTP member may propose amendments to these Bylaws and Membership Agreement by submission in writing to the Bylaws Committee at least sixty (60) days prior to the annual membership meeting or any regular board meeting. The Secretary shall give notice of proposed amendments in writing to all members at least thirty (30) days prior to the meeting. An affirmative vote of at least two-thirds of members present and voting shall constitute adoption. Amendments shall take effect immediately upon adoption unless otherwise specified.

J. AMENDMENT TEXT PROCEDURES. No Bylaws shall be revised or amended by reference to the title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaw to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be in italics. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use the underlining and italics as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw: see Bylaw [#] for present text."

APPENDIX A

KRAFT TENNIS PARTNERS, Inc.

Equity Partnership Agreement

Reorganized, Restated and Approved, November 2018

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 "Applicant").

WHEREAS, the KTP is a social tennis club located at the Kraft Athletic Club, 961023 Buccaneer Trail, Fernandina Beach, Florida 32034 and WHEREAS, Applicant 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 Applicant equity membership in the KTP.

The Applicant agrees to abide by the KTP Bylaws and rules and regulations.

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

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

The Applicant agrees to pay a quarterly maintenance fee set forth by the KTP Board of Directors as stipulated in the KTP Bylaws. Currently, this fee is Ninety Dollars (\$90.00) per quarter.

The Applicant recognizes that KTP depends upon voluntary efforts of its members to operate the Club.

I. RULES AND REGULATIONS

1. Conduct by any member which unreasonably interferes with the use and enjoyment of KTP and KAC is strictly prohibited. All members shall treat each other and all people on Kraft premises with dignity and respect. Members will conduct themselves according to the etiquette of tennis and the Kraft Tennis Club rules, and shall avoid contact that demeans, harasses, or threatens any person, be it another member, a guest or staff. Cell phones will be used with courtesy and discretion when players are present so as not to interfere with or disturb other members
2. Proper tennis attire shall be worn. The minimum attire shall be gym shorts, t-shirts, socks and proper tennis shoes for Hartru courts.
3. Each KTP member will receive a KTP membership tag, which should be displayed on his or her tennis bag.
4. Online court reservation must be made prior to play and cancelled if the players are not going to use that reservation time.
 - a. Reserved court will be forfeited if not utilized within 15 minutes of the reservation time.
 - b. Play is limited to two hours except for tournaments, round-robins and league play.
 - c. 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.
 - d. Last player must lock courts and clubhouse and they must remain locked when not in use.
5. No alcoholic beverage consumption is allowed on courts.
6. Abuse of KTP Rules and Regulations by a member could result in suspension or expulsion from the KTP by a majority vote of the KTP Board.

II. Court Reservations and Usage:

1. Priorities for Court Reservations

- a. League-scheduled play
- b. Tournaments and/or social events
- c. Members
- d. Programs
- e. Team Practice (will be scheduled for afternoons/evenings only).

2. Protocol

- a. Team captains may reserve their league schedule for the season.
- b. Equity members can reserve courts no more than seven (7) days in advance
- c. Court time is two hours maximum beginning at 8:00 a.m. (two-hour blocks thereafter).
- d. 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
- e. KTP Web master will reserve courts for social events tournaments and/or programs if necessary.

III. Member Guest Play and Fees:

1. KTP member's guest fee of \$15.00 must be paid on day of play.
2. KTP member's children/grandchildren age 17 and under play free; if 18-21 and in school, fee is \$5.00. All children/grandchildren must be accompanied by a KTP member.
3. Guests are limited to a maximum play of four times per month, two in the a.m. and two in the p.m., and must abide by KTP's Bylaws and Rules and Regulations.
4. Out-of-town house guests unlimited play is subject to 24-hour advance reservation.
5. 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.

- IV. Ball Machines:** Members are allowed use of personal ball machines
- a. Ball machines are only permitted on a bank of courts when no other courts in that bank are in use. There are 3 court banks: 1-3, 4-5 and 6-7.
 - b. Courts used specifically for ball machine play may not be reserved more than 24 hours in advance of play.
 - c. 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.
 - d. If a ball machine is in use and players then arrive to play on another court in the bank, the following rules apply:
 - i. 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.
 - ii. If the players did not have a reservation, then the player using the ball machine may complete his/her session.
 - iii. 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.

- V. Tennis Instruction:** A tennis professional may give instruction in the following situations:
- a. To warm-up a home team or visiting team in preparation for a league match
 - b. To four or fewer players provided:
 - i. 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)
 - ii. Only on courts 1 or 3 during non-prime time daylight hours (after 12pm), on Courts 6 or 7 after 6pm, or as approved by the board and membership.
 - iii. Court must be reserved by a KTP/KAC member

VI. 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 KTP . 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)

APPLICANT: _____

Name Printed _____

Address: _____

Telephone # _____

Email Address _____

APPENDIX B

KRAFT TENNIS PARTNERS, Inc.

Non-Equity Membership Agreement

Reorganized, Restated and Approved November 2018

This tennis Non-equity Membership agreement (hereinafter called the "Agreement") is made as of the _____ day of _____, _____ by and between the Kraft Tennis Partners (hereinafter called "KTP") and _____ an individual (hereinafter called "Applicant" for purposes of this document).

WHEREAS, the KTP is a social tennis club located at the Kraft Athletic Club, 961023 Buccaneer Trail, Fernandina Beach, Florida 32034 and WHEREAS, Applicant would like to become a Non-Equity 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 to Applicant Non-equity Membership in the KTP. The Applicant agrees to abide by the bylaws of the KTP.

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

Applicant agrees to abide by the KTP rules and regulations.

The initial membership fee will be seven hundred and fifty (\$750.00). This Fee is non-refundable but may be upgraded any time to an Equity Membership of \$2,200. Credit for non-equity initial membership fee may be applied to the upgrade.

Applicant agrees that he/she retains no equity claim on the assets of KTP.

The Non-Equity Member Applicant agrees to pay a quarterly maintenance fee set forth by the KTP Board of Directors as stipulated in the KTP Bylaws. Currently this fee is: one hundred dollars (\$120.00). This fee may increase but not more than a simultaneous increase in Equity Membership maintenance fees.

Applicant recognizes that KTP depends upon voluntary efforts of its members to operate the Club.

I. RULES AND REGULATIONS

1. Conduct by any member which unreasonably interferes with the use and enjoyment of KTP and KAC is strictly prohibited. All members shall treat each other and all people on Kraft premises with dignity and respect. Members will conduct themselves according to the etiquette of tennis and the Kraft Tennis Club rules, and shall avoid contact that demeans, harasses, or threatens any person, be it another member, a guest or staff. Cell phones will be used with courtesy and discretion when players are present so as not to interfere with or disturb other members.
2. Proper tennis attire shall be worn. The minimum attire shall be gym shorts, t-shirts, socks and proper tennis shoes for Hartru courts.
3. Each KTP member will receive a KTP membership tag, which should be displayed on his or her tennis bag.
4. Online court reservation must be made prior to play and cancelled if the players are not going to use that reservation time.
 - a. **RESERVATIONS MAY ONLY BE MADE 3 OR FEWER DAYS PRIOR TO PLAY.** (example: for play on Saturday, reservations may be made on Wednesday.)
 - b. Play is limited to two hours except for tournaments, round-robins and league play.
 - c. 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.
 - d. Last player must lock courts and clubhouse and they must remain locked when not in use.
5. No alcoholic beverage consumption on courts.
6. Abuse of KTP Rules and Regulations by a member could result in suspension or expulsion from the KTP by a majority vote of the KTP board.

II. Court Reservations and Usage

1. Priorities for Court Reservations

- a. League-scheduled play
- b. Tournaments and/or social events
- c. Members
- d. Programs
- e. Team Practice (will be scheduled for afternoons/evenings only).

2. Protocol

- a. Team captains may reserve their league schedule for the season.
- b. Non-equity members can reserve courts no more than three (3) days in advance
- c. Court time is two hours maximum beginning at 8:00 a.m. (two-hour blocks thereafter).
- d. 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

- e. KTP Web master will reserve courts for social events tournaments and/or programs if necessary.

III. Member Guest Play and Fees:

1. KTP member's guest fee of \$15.00 must be paid on day of play.
2. KTP member's children/grandchildren age 17 and under play free; if 18 – 21 and in school, fee is \$5.00. All children/grandchildren must be accompanied by a KTP member.
3. Guests are limited to a maximum play of four times per month, two in the a.m. and two in the p.m., and must abide by KTP's Bylaws and Rules and Regulations.
4. Out-of-town houseguest unlimited play is subject to 24-hour advance reservation
5. 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 fields 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 as long as the total number of KTP members playing the team match are five (5) or more.

IV. 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 are 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.

V. 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. 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)
 - b. Only on courts 1 and 3 during non-prime time daylight hours (after 12pm); on courts 6 and 7 after 6pm; or as approved by the board and membership.
 - c. Court must be reserved by a KTP/KAC member.

VI. 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)

APPLICANT: _____

Name Printed _____

Address: _____

Telephone # _____

Email Address _____

Appendix C

**Kraft Tennis Partners
Equity Member Transfer Form**

On this date of _____, I, _____ (acquiree), formally transfer my membership to _____ (acquirer), who will assume my KTP equity in the amount of \$_____.

I, _____, as the acquirer of the above Equity membership, understand that my membership in KTP will become active when the following conditions are met:

- 1) I have provided KTP a signed Equity membership agreement, and
- 2) If I am purchasing from a resigned equity member, I have been notified that the KTP membership is less than the current approved maximum.

I, _____, as Treasurer of KTP, affirm the club equity indicated above for this membership.

_____ (signature of seller) _____ (date)

_____ (signature of buyer) _____ (date)

This document becomes official with the signature of the KTP president below attesting to the above.

_____ (President) _____ (date)

APPENDIX D

RULES, REGULATIONS AND PROGRAMS

The following documents represent rules, regulations and programs currently approved by the membership. Additions and/or changes may be made as needed by the KTP Board, or a board committee with approval of the KTP Board, and approved by the membership in accordance with the Bylaws.

KRAFT APPROVED RULES AND REGULATIONS

I. Membership Expectations and Limitations

1. As of November 2018, the maximum number of members will be 215. As of April 16, 2020, the maximum number of Non-Equity memberships will be 55.
2. Equity membership requires \$2,200 initiation fee and \$30/month maintenance fees; non-equity membership requires \$750 initiation fee and \$40/month maintenance fees.
3. Conduct by any member which unreasonably interferes with the use and enjoyment of KTP and KAC is strictly prohibited. All members shall treat each other and all people on Kraft premises with dignity and respect. Members will conduct themselves according to etiquette of tennis and the Kraft Tennis Club rules, and shall avoid contact that demeans, harasses, or threatens any person, be it another member, a guest or staff. Cell phones will be used with courtesy and discretion when players are present so as not to interfere with or disturb other members
4. Proper tennis attire shall be worn. The minimum attire shall be gym shorts, t-shirts, socks and proper tennis shoes for Hartru courts.
5. Each KTP member will receive a KTP membership tag which should be displayed on his or her tennis bag.
6. Online court reservation must be made prior to play and cancelled if the players are not going to use that reservation time.
 - a. Reserved court will be forfeited if not utilized within 15 minutes of the reservation time.

- b. Play is limited to two hours except for tournaments, round-robins and league play.
 - c. 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.
 - d. Last player must lock courts and clubhouse and they must remain locked when not in use.
- 7. No alcoholic beverage consumption is allowed on courts.
 - 8. Abuse of KTP Rules and Regulations by a member could result in suspension or expulsion from the KTP by a majority vote of the KTP Board.

II. Court Reservations and Usage:

1. Priorities for Court Reservations

- a. League-scheduled play
- b. Tournaments and/or social events
- c. Members
- d. Programs
- e. Team Practice (will be scheduled for afternoons/evenings only).

2. Protocol

- a. Team captains may reserve their league schedule for the season.
- b. Equity members can reserve courts no more than seven (7) days in advance; non-equity no more than three (3) days in advance.
- c. Court time is two hours maximum beginning at 8:00 a.m. (two-hour blocks thereafter).
- d. 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.
- e. KTP Web master will reserve courts for social events tournaments and/or programs if necessary.

III. Member Guest Play and Fee:

- 1. KTP member's guest fee of \$15.00 must be paid on day of play.
- 2. KTP member's children/grandchildren age 17 and under play free; if 18-21 and in school, fee is \$5.00. All children/grandchildren must be accompanied by a KTP member.
- 3. Guests are limited to a maximum play of four times per month, two in the a.m. and two in the p.m., and must abide by KTP's Bylaws and Rules and Regulations.
- 4. Out of town houseguests unlimited play subject to 24-hour advance reservation.

5. KTP members 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 fields 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, as long as the total number of KTP members playing the team match are five (5) or more.

IV. 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 are 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.

V. 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. 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)
 - b. Only on courts 1 and 3 during non-prime time daylight hours (after 12pm); on courts 6 and 7 after 6pm; or as approved by the board and membership.
 - c. Court must be reserved by a KTP/KAC member.

KRAFT APPROVED PROGRAMS

PICKLE BALL: Courts 4 and 5 may be used for Pickle Ball play on Sunday afternoons after 2:00 p.m. The Board authorizes additional afternoons if such expansion does not interfere with league play and there is sufficient interest among members.

CARDIO TENNIS: Cardio tennis is authorized under the following guidelines:

- a. Instructor is certified and appointed by the Board.
- b. Court 4 only (reserved by instructor).
- c. 7:00 a.m. to 8:00 a.m. Tuesdays & Thursdays.
- d. 6:00 p.m. to 7:00 p.m. Mondays & Wednesdays.
- e. Non-KTP members pay a \$5.00 fee to KTP collected by the instructor.

YOUTH SUMMER TENNIS CAMP: Courts will be utilized Tuesdays & Thursdays from 3:00 p.m. to 6:00 p.m. during the month of June for the Youth Summer Tennis Camp Program ages 5 to 16. Parents or legal guardians will sign an application form releasing Kraft Tennis Partners and its members, and the Kraft Athletic Club from any type of liability. Instructors will be KTP volunteer members.

SUMMER CLINIC: Approved clinic can be held on court 6 between the hours of 10:00 a.m. and 12:00 p.m. from June until end of August.

Sustaining Patron Program (approved on November 17, 2019):

The program invites Equity members to voluntarily donate their equity investment back to KTP. They may do so as either active members or resigned members on the Equity Refund Waiting list. By doing so, they will be recognized with Sustaining Patron status. An ongoing list of Sustaining Patrons will be developed, and a link will be added to the website. The Patron's name will be added to a plaque of recognition in the clubhouse. An active member's pledge of donated equity will not be redeemed until they resign from KTP.

Other Actions Approved by the Membership

E-MEETINGS: The Board is authorized to call an e-meeting of the membership subject to the following guidelines:

- (a) An e-meeting may not replace the Annual Meeting.
- (b) Voting will be by email only. If a member does not have an email address, his/her ballot may be submitted under another email address

provided that that member has informed the Board Secretary in writing or by phone that this will occur.

(c) Voting may not be closed until at least 2 weeks after the posting of the ballot.

(d) A blog will be established for the e-meeting to allow members to post opinions on the proposed ballot issues. The blog will be accessed from a link on the KTP website.

(e) Thirty-three percent of current Equity and non-equity members will constitute a quorum for the e-meeting.

(f) The Board will designate at least two discussion time periods between announcement of the meeting and the closure of voting. At least one Board member will be available in the Clubhouse to discuss the issues to be voted on during these designated time periods.

(g) The Secretary or designated Election Manager will confirm receipt of each vote by reply email.

(h) The Secretary or designated Election Manager will be in charge of counting votes and reporting the results to the Board. Copies of all email votes will be retained for 60 days.

Any member may challenge the vote count. If a vote count is challenged then a member agreeable to both the Board and the concerned member will be designated to view and tally the votes. No one other than the Secretary and, if necessary, one additional designated member will have access to the email votes. The Secretary and this additional member will hold individual votes in strict confidence.

KTP League Rules

1. The Captain and Co-Captain must be KTP members.
2. Any KTP member wishing to participate in league play will be given the opportunity.
3. Captains will submit the team roster to the KTP league committee for approval prior to the beginning of the season:
 - a. Captain/Co-Captain names
 - b. Team player names and specification of the non-KTP players
 - c. # of courts needed
 - d. Months of league play
 - e. Time/day of play
 - f. League type and level (i.e., FCTA B; WWB1)
4. Non-KTP team players on a team are subject to the same rules as members.
5. A non-KTP team player can be placed anywhere in the lineup as long as the number of KTP members in the home match equals the number of lines played. i.e., if 4 lines are played, 4 KTP members must be in the lineup at home games.
6. Captains/Co-Captains are responsible for collecting guest fees at home matches for non-KTP players.
7. KTP teams must be comprised of a minimum 80%/20% KTP to non-members. A team may request an exception to this ruling by making a request to the League committee prior at the beginning of the season. All exceptions that are granted will be in effect for one year, and will be approved by the board. Pros are allowed to warm up a team prior to the match.

Scheduling

1. Captains will submit the league home match schedule to the league Chairperson, who will assist captains to reserve the courts if necessary. Advance rain-out dates will not be scheduled.
2. All round-robins should be scheduled during afternoon and evening hours.
3. If a league does not use all 5 courts, end courts should be left open for non-league play (i.e., court 2 should not be the open court)
4. First Coast leagues that play in the a.m. should not be scheduled for warm-up prior to 9:30 a.m. Non-league play can continue up to 9:30 a.m. League play starts at 10 a.m.
5. Scheduled match play is reserved for 2 ½ hours.

APPENDIX E

Board Committees

All committees are created per Bylaw Article 3.11, and accordingly should develop and maintain goals and objectives with guidance from their Board liaison. Committees shall work with the Board to establish budgetary constraints for their area and develop a scope of planning to assure compliance to budget goals.

Membership

1. Recruit new members.
2. Maintain and validate the membership roster
3. Maintain a list of:
 - a. Potential new members by date
 - b. Equity Resigned Waiting list and New Member Waiting list
4. Meet with new members for an orientation to explain:
 - a. Bylaws
 - b. Website
 - c. Scheduling courts and clubhouse

Bylaws/Rules

1. Review the current Bylaws document and make changes as required as a result of any approved changes by the KTP membership.
2. Record and review any proposed amendments to bylaws submitted by KTP members.
3. Supply the Board a revised document indicating any revisions as specified in Article 8.9.a.
4. Develop required KTP ballots.
5. Conduct voting procedures.

Facilities and Maintenance

1. Ensure clubhouse, maintenance barn, irrigation system, and all equipment are in safe and proper working order and condition.
2. Monitor clubhouse facility with focus on interior equipment and decorations and their maintenance at acceptable

levels. Maintain inventory list of all KTP furniture, equipment and fixtures

3. Develop a maintenance plan for the tennis courts and KTP areas of responsibility.

4. Regularly review the grounds, courts and clubhouse for any maintenance or safety issues and recommend any actions required.

Leagues / Tournaments

1. Ensure that tournaments adhere to USTA rules.
2. Review Appendix D for League Play and assure that current leagues are in compliance.
3. Make sure that there exists a set of local rules for team makeup and play. Review and update as needed.
4. Establish a means for participating members to communicate their needs, issues and concerns. Review existing rules and regulations to determine if there are any conflicts that would need to be addressed. Produce feedback to members' concerns.

Landscape

1. Review the state of the current landscape and develop a plan to maintain what is working well and consider improvements where needed. Recruit volunteers to implement the plan.

Social

1. Develop a calendar year of social programs as deemed by the members and board.
2. Plan, organize and conduct such social programs.

Scholarship

1. Develop criteria for scholarship applications.
2. Work with local schools to identify candidates for scholarships
3. Screen applications and select winner, present award, and post announcement in local newspaper.