

STERLING OAKS TENNIS CLUB  
MEMBERSHIP INFORMATION

January 2015

General

1. Before membership is granted, a membership contract must be signed by the prospective member and a designated representative of Sterling Oaks. All memberships are subject to the final approval of the Sterling Oaks Board of Directors. Terms of the membership agreement are subject to change by the Sterling Oaks Board of Directors.
2. There are five types of memberships, Resident Annual, Resident Off-Peak Annual, Non-Resident Annual, Non-Resident Off-Peak Annual and Non Annual Monthly. Each of these has single and family options. The Resident and Non-Resident Annual and Off-Peak Annual memberships represent financial commitments for a full year of membership regardless of the payment plan selected. Non Annual Monthly is available for any membership offered.
3. A family membership includes two adults living in the same household along with any unmarried children under 21 years of age also living in that household.
4. All memberships are non-refundable with the exceptions of death, divorce/separation or health.
  - A. Death (verification required). In the case of a death of a single member, the agreement is cancelled. Monthly billing will stop or, in the case that a full year has been paid in advance, the remaining term of the membership will be refunded. In the case of the death of one of the adults in a family membership, the monthly billing will be adjusted to the single membership amount or, if a full year of family membership has been paid in advance then the surviving member shall be entitled to a refund of an amount equal to the difference between family and single membership for the balance of the contract year, unless the surviving member chooses to continue family membership because of children who reside in the home.
  - B. Divorce/Legal Separation (verification required). In the case of a divorce or legal separation among the two adults in a family membership, the monthly billing will be adjusted to the single membership amount or, if a full year of family membership has been paid in advance then the remaining member shall be entitled to a refund of an amount equal to the difference between family and single membership for the balance for the balance of the contract year, unless the remaining member chooses to continue family membership because of children who reside in the home.
  - C. Medical Leave- Medical leave status will be granted to members with medical conditions that prevent them from tennis play. A valid doctor's letter may be required to support the medical condition. Members paying monthly will receive up to 90 days of leave per year, and their regular monthly billing will be suspended during the leave period. Members paying annually will receive up to 90 days of leave per year, and they will receive an extended membership term equal to the leave duration. If the subject membership is a family membership, billing will be adjusted proportionally by credit when the member reinstates. For a single monthly membership, the Director of Tennis jointly with the tennis liaison to the board will determine any refund, credit, or adjustment for the medical leave.

- D. Moving. In the verified case that a member permanently moves out of the Naples-Bonita Springs area, the agreement may be cancelled. Monthly billing will stop or, in the case that a full year has been paid in advance, the remaining term of the membership will be refunded.
5. All members and their guests must abide by the rules and regulations of the Tennis Club and Sterling Oaks.
  6. Memberships will be automatically renewed on the anniversary date unless the member notifies the club in writing that the membership should be terminated. Billing shall continue as done in the previous year, unless the member notifies the club of a change.
  7. It is the member's responsibility to notify the Club in writing of any changes in their contact information including address, telephone number and email address.
  8. Members may invite guests to use the tennis courts for the maximum number of times established by the club and upon payment of guest fees established by the club.
  9. All activities on club premises are at the member's own risk with no assumption of liability by the club. Members should recognize that tennis is an athletic activity and injuries may occur.
  10. All fees are payable and due in advance. Fees not paid when due may cause revocation of membership privileges.

#### Resident Annual Members

1. Resident members are defined as those who own homes in Sterling Oaks that are not rented out to other parties.
2. Resident membership includes use of the tennis courts in addition to other Sterling Oaks amenities already associated with home ownership.
3. The annual membership year for resident members shall be determined by an anniversary date that reflects their original date of joining the tennis club.
4. All resident members, current and new, shall have the option of paying for the full year in advance or monthly. If the member becomes delinquent for Sterling Oaks normal maintenance and has paid in advance for tennis, the tennis membership will be revoked until the delinquency has been cleared. Choosing monthly billing does not change the fact that the non-refundable commitment is for a full year. If a member chooses to pay a full year in advance, that rate shall not change for the duration of the contract year. If, however, monthly billing is chosen each monthly bill shall reflect the current rates in effect during that calendar year.

#### Non-Resident Annual Members

1. Non-resident members are defined as those who do not own homes in Sterling Oaks.

2. Non-resident members are allowed use of the tennis courts as well as other Sterling Oaks amenities such as the pool, fitness area and clubhouse.
3. These members do not have any privileges other than those specifically stated in the membership agreement.
4. The annual membership year for non- resident members shall be determined by an anniversary date that reflects their original date of joining the tennis club.
5. All new non-resident members must pay for a full membership year in advance. The cost will be at the then current rate and this will not change for the duration of their annual agreement. All non-resident members who have previously been required to pay for a full membership year in advance must also do so upon renewal of their membership. The cost will be the then current rate and this will not change for the duration of their annual agreement.
6. Current non-resident members who had chosen monthly billing will be allowed to continue with that option. If a member chooses to pay a full year in advance, that rate shall not change for the duration of the contract year. If, however, monthly billing is chosen each monthly bill shall reflect the current rates in effect during that calendar year.

#### NON Annual Monthly Members

1. Non Annual Monthly members are allowed use of the tennis courts as well as other Sterling Oaks amenities such as the pool, fitness area and clubhouse.
2. These members do not have any privileges other than those specifically stated in the membership agreement.
3. The club may offer non annual monthly memberships to both residents and non-residents. Off - Peak members also qualify for non annual monthly billing. The fees for each month must be paid in advance. A member may choose to pay for multiple months in advance, at his/her discretion.

#### Resident Off-Peak Members

1. Resident Off-Peak Members are defined as those who own homes in Sterling Oaks that are not rented out to other parties.
2. Resident Off-Peak membership includes use of the tennis courts after 3:00 PM on weekdays and after 12:30 PM on weekends. Other Sterling Oaks amenities already associated with home ownership may be used at any time.
3. The annual membership year for Resident Off-Peak members shall be determined by an anniversary date that reflects their original date of joining the tennis club.
4. All Resident Off-Peak members, current and new, shall have the option of paying for the full year in advance or monthly. Choosing monthly billing does not change the fact that the non-refundable commitment is for a full year.

5. If a Resident Off-Peak member chooses to pay a full year in advance, that rate shall not change for the duration of the contract year. If, however, monthly billing is chosen each monthly bill shall reflect the current rates in effect during that calendar year.
6. Resident Off-Peak members may have guests as per standard guest policies. Guests must be recorded in the Pro Shop.
7. Resident Off-Peak members may convert to full memberships by adjusting the billed amount.
8. Resident Off-Peak members may obtain a barcode.
9. Resident Off-Peak members should reserve courts for all play. Player names must be given at court reservation time.

#### Non-Resident OFF-PEAK Members

1. Non-resident Off-Peak members are defined as those who do not own homes in Sterling Oaks.
2. Non-resident Off-Peak membership includes use of the tennis courts and all other Sterling Oaks amenities after 3:00pm on weekdays and after 12:30pm on weekends.
3. The annual membership year for Non- resident Off-Peak members shall be determined by an anniversary date that reflects their original date of joining the tennis club.
4. All new Non-resident Off-Peak members must pay for a full membership year in advance. The cost will be at the then current rate and this will not change for the duration of their annual agreement.
5. Non Resident Off-Peak members may have guests as per standard guest policies. Guests must be recorded in the Pro Shop.
6. Non-Resident Off-Peak members may convert to full memberships by adjusting the billed amount.
7. Non-Resident Off-Peak members may obtain a barcode.
8. Non-Resident Off-Peak members should reserve courts for all play. Player names must be given at court reservation time. This allows access through the guard house for any guest player.