



## **BALLENISLES COUNTRY CLUB LESSEE POLICY**

### **Use of Membership Privileges by Lessees of Equity Members**

An Equity Member who leases his or her residence in BallenIsles or in one of the Eligible Communities defined in the Adjacent Property Owners Agreement will be entitled to designate the Lessees of the residence as the Beneficial User(s) of the membership as determined by the Board of Directors from time to time, if an Equity Membership has been acquired with respect to the leased unit and the Lessee has been approved by the Board of Directors of the Club and has paid the required administrative transfer fee. A Lessee who is designated as the Beneficial User of the Equity Member's membership shall be entitled to the same rights and privileges to use the Club Facilities as the Lessor Equity Member. A Lessee who is requesting a temporary upgrade will have the same membership privileges as other Equity Members in the category requested. Equity Members shall be responsible for their Lessee's deportment as well as all charges incurred by their Lessees that remain unpaid after the customary billing and collection procedure established by the Club from time to time.

### **Lessee Privileges**

1. Members may designate the Lessees of their residential units located in the BallenIsles Community, or in one of the Eligible Communities, who have a lease term complying with the BallenIsles Property Owner's documents, as the Beneficial Users of the Member's membership. This privilege is subject to the completion of an application, approval by the Board of Directors of the Club and payment of all required fees as may be established by the Club from time to time, including, but not limited to, an administrative transfer fee. Lessees are required to furnish a valid credit card and agree that the Club is authorized to automatically charge their credit card for unpaid Club charges. In accordance with the BallenIsles Community Association (BICA) documents, homeowners may lease their homes a maximum of one time during a BICA Fiscal Year measured from July 1 of any year to June 30 of the following year, regardless of the lease term. The Member remains responsible for the payment of Club dues and all Club charges.

2. Charge privileges for the use of the Club Facilities shall be available to a Lessee. In addition to the Member, the Lessee is responsible for the payment of all charges incurred at the Club. The Member shall be fully responsible for payment of all charges incurred by a Lessee that are not paid within the customary billing and collection procedures of the Club and for the deportment of the Lessee and his/her guests. Lessees will be billed on a monthly basis all Club charges incurred with the exception of monthly operating dues, capital dues and assessments which will be billed to the equity member. The only exception to this rule is upgraded dues which are required to be paid in full prior to lease account activation and may be paid by the Lessee.

3. Members are required to provide the Club with a copy of the lease with the designated Lessee and to surrender their membership prior to the issuance of membership use privileges to the Lessee. Should any changes be made to a lease agreement, the Club must be immediately notified in writing.

4. Members must complete a transfer form and provide the Lessee with a copy of the General Club Rules & Regulations.
  5. The Lessee's membership use privileges will terminate upon the earlier of the expiration of the lease term or the Lessor's membership use privileges.
  6. During the period the Member has designated a Lessee of his or her residence in the BallenIsles Community, or in one of the Eligible Communities, as the Beneficial User of the membership, the Member shall not be entitled to use the Club Facilities with respect to the designated membership, except as a guest of another Member.
  7. The same Lessees are limited to a maximum of two-seasons of Club access as the Beneficial Users of membership privileges.
  8. The two-season limit will apply to the same Lessees irrespective of the property or equity membership involved.
  9. The two-season limit will apply to the same Lessees whether two seasons of Club usage have occurred consecutively or at any time in previous years.
  10. A "season" is defined as the seven month period from November 1 through May 31, or any portion thereof.
  11. Lessors and Lessees must contact the BallenIsles Country Club Membership Office, to confirm the eligibility of a Lessee to be designated as the Beneficial User of a membership, *prior* to concluding any lease agreement which anticipates the right to transfer membership privileges.
  12. The General Rules and Regulations of BallenIsles Community Association (BICA) govern the right to lease property within the community. The aforementioned two-season limitation applies to Lessee access of Club facilities only and does not affect property rights.
  13. A \$500 administrative transfer fee will apply to the transfer of membership privileges to the Beneficial User each time the home is rented.
  14. A Lessee may temporarily upgrade membership privileges of the homeowner's equity category to Tennis or Sports membership. Upgraded dues are required to be paid in full prior to lease account activation and may be paid by the Lessee
-

