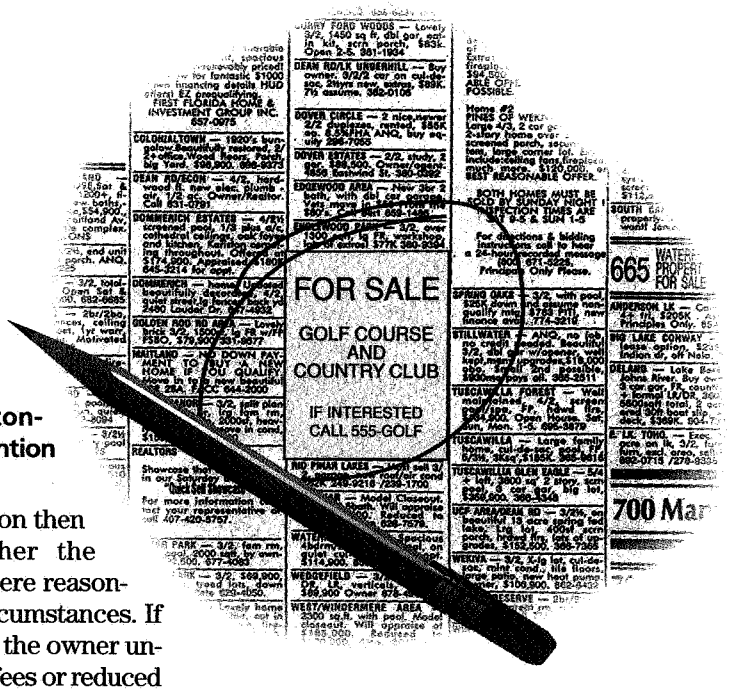
the rites of **membership**



Things change. The truism is as valid for golf club membership as for life. Fees may increase; desirable tee times may become scarce; other benefits may be reduced or withdrawn.

Is there anything you can do when things change for the worse at your club? What rights do you have if your club is sold and the new owner makes changes you don't like? Let's talk about it.

Q: Does the owner of my club have the right to raise fees and reduce or eliminate services?

A: Maybe. To find out, start with your membership contract. It (as well as any agreed bylaws or club rules) may spell out what the owner can do in regard to raising fees and changing services. The contract was probably prepared by lawyers for the owner, so the terms probably favor the owner.

Q: Can I just quit the club and stop paying dues?

A: Again, that depends on the contract. If the owner has not breached the contract's terms by making the changes, then you may be breaching your obligation by withholding payment. Then, the owner could take action against you.

Q: Could I sell my membership to another person?

A: Maybe. But the terms of your agreement may prohibit any sale or assignment of your membership.

Q: What if the contract does not mention such matters?

A: The key question then would be whether the owner's actions were reasonable under the circumstances. If a court found that the owner unreasonably raised fees or reduced services, the court might conclude the owner breached the contract's implicit requirement of fair dealing.

Q: Would a court always agree to hear such a lawsuit?

A: Not necessarily. In disputes between members and private organizations, courts usually require members to exhaust the organization's internal dispute resolution procedures. Courts sometimes refuse to interfere with an organization's autonomy. This is particularly true if the club has taken action that is allowed under its membership agreement or agreed bylaws.

Q: Lawsuits also cost a lot of money. Is there a way I can fight such changes without having to hire a lawyer?

A: Yes. You might consider alternatives to litigation, such as a legal protest or boycott. Economic pressure can be powerful.

Q: If I decide to sue, can I split the costs with other members?

A: Possibly. You might want to consider a class action, where other persons "similarly situated" join as co-plaintiffs. If approved by the court, this class action allows the costs of the lawsuit to be shared.

Q: Is there anything I can do to stop the owner from selling my club to someone else?

A: Again, it depends on the contract. If it specifically allows such a sale or assignment, there is probably not much you can do.

Q: What if the owner changes the management staff?

A: The change in staff alone would probably not be enough to be a breach of membership rights, unless you could show that the change had a negative effect on the value of your membership.

Q: What if the changes in the club constitute discrimination against women members, such as less-desirable tee times and inferior dressing facilities?

A: Then, the courts will probably address your complaints. You may also be able to get governmental agencies to intercede for you. ■

by Lawrence Savell, *a New York attorney. This column is general information and cannot substitute for consultation with a lawyer.*