



Charters & Boat Club

MEMBERSHIP AGREEMENT

Name _____ Date _____

Phone: Day (____) _____ Evening (____) _____ Mobile (____) _____

Address _____
Street City State Zip

Email _____

Driver's License _____ Date of Birth _____

Emergency contact: _____
Name Phone Relation

This agreement, effective as of _____ is made between **U-SAIL of Central Florida** (hereafter referred to as **U-SAIL**) and the undersigned, (herein referred to as **Member**), for the purpose of membership in the **U-SAIL Charters & Boat Club** (hereafter referred to as the **Boat Club**). Member receives access to the Boat Club fleet of boats in accordance with the provisions herein.

MEMBERSHIP LEVELS: Membership is available on an Annual unlimited basis or a pre-paid Charter basis for a set number of Sailing Sessions.

Annual Unlimited Membership: \$180 per month*

Charter Membership: \$300 for 5 Sailing Sessions**

Plus 7% state and local tax

* Includes one membership with the Lake Monroe Sailing Association.

* Include one annual membership with Boat US.

** Must be used within 4 months

FLEET BOATS: Boats from 14 to 23 feet are available in the Boat Club fleet, the fleet currently includes Precision 23, Catalina 22, Flying Scot 19' and O'Day Javelin 14'.

BOAT AVAILABILITY: Member has access to the Boat Club fleet of boats from dawn to dusk, any day of the week. A "Sailing Session" shall be from 10:00am to 2:00pm (Early) or from 2:00pm to 6:00pm (Late), or any portion thereof. By special request, an Early Sailing Session may be started prior to 10:00am and a Late Sailing Session may be extended beyond 6:00pm. One reservation is required for each Sailing Session. A limited number of Members will be accepted into Boat Club to insure the maximum reasonable availability of fleet boats.

RESERVATIONS: Member is allowed to have outstanding at any time, two (2) weekend and two (2) weekday Sailing Session reservations outstanding at any time. Member may additionally request the usage of a boat for one (1) same-day Sailing Session.

RESERVATION CANCELLATIONS: Reservations should be cancelled as early as possible to afford other Member's the opportunity to utilize boats and schedule their Sailing Sessions.

MEMBERSHIP CARDS: Member shall receive a Membership Card that validates membership privileges by reflecting which boats and levels of proficiency have been attained.

MEMBERSHIP KITS: Member shall receive a Membership Kit that contains the Boat Club's general rules and procedures, as well as the Check-Out specifics for the operation of the boat(s) that have been selected.

PROFICIENCY EVALUATION: Member is required to be mainsail and jib qualified, and ready to go sailing. Member must prove, through an interview, written exam and an on-the-water Proficiency Evaluation, to be immediately, independently seaworthy to qualify to take boats out without further training. A Proficiency Evaluation of \$75 is required to qualify for each particular boat desired to be used. The Standard Proficiency Evaluation (SPE) shall be applicable for the use of a

particular boat in winds not exceeding 12 knots. A Heavy-Air Performance Evaluation (HPE) shall be required for the use of a boat in winds exceeding 12 knots. The HPE shall include the ability to Heaving-To, Reef and Anchor. Boats are not to be sailed in winds exceeding 21 knots (USCG Small Craft Advisory).

FLORIDA BOATING SAFETY IDENTIFICATION CARD: Member shall be required to possess a Florida Boating Safety Identification Card. U-SAIL will provide the necessary information to be tested for and obtain such free State certification of boat operation and regulation awareness.

ON-THE-WATER ASSISTANCE: U-SAIL will provide assistance to bring a fleet boat back to the dock for any reason, once during a calendar year at no charge. Thereafter a charge of \$150 will be assessed. The Member may also provide their own TowBoat US insurance, that U-SAIL can make available at discounted rates of approximately \$140 per year.

BOAT CHECKOUT: A one-time Boat Checkout Fee of \$50 per boat shall be imposed to completely familiarize each Member with the particulars of each fleet boat that the Member proposes to use.

BOAT USAGE AND RETURN: U-SAIL agrees to have the Member's requested boat available in proper working order and ready for service. Member agrees to return the boat in same condition as when supplied. Should the boat, for any reason, be abandoned at another marina or anchorage and not returned to its slip, the member shall be liable for all expenses related to return of said boat. Failure to return by the end of the sailing Session or to check-in (by phone, SMS, or Email) within two hours after return shall be considered a rule infraction.

INDEMNIFICATION: Member shall at all times indemnify, save and hold harmless U-SAIL and its officers, agents, employees and contractors from and on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic and non-economic damages sustained by or alleged to have been sustained by any person or entity, except when caused solely by the gross negligence or willful misconduct of U-SAIL.

NOTICES: All notices required to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly and properly given when delivered in person or mailed by first class mail, certified, postage prepaid, or by telegram, directed to the address of the respective party indicated at the beginning of this Agreement, or to such other address as the parties hereto may from time to time designate by written notice to the other, or that may appear among the books and records of U-SAIL.

U-SAIL CHARTERS & BOAT CLUB RULES: These rules apply to all Members and their guests. Member agrees to abide by these rules and all governmental laws and regulations while on U-SAIL facilities and boats.

ASSIGNMENT: Membership is NOT transferable.

OUTBOARD MOTOR GAS EXPENSE: U-SAIL will maintain (nearly) full tanks of outboard motor gas. Member hereby agrees to reimburse U-SAIL for the gas used during their sailing sessions in accordance with the Membership Kit procedures.

EQUIPMENT AND SUPPLIES: All disposable items on the boats are Member's responsibility – U-SAIL does not supply paper towels, toilet paper etc. Plan to bring your own. Boats are all equipped with U.S. Coast Guard required equipment. We recommend you bring your own personal flotation device (PFD), and require that you bring an appropriate type and size PFD for any children on board. Florida law requires children under the age of 6 (six) to wear an approved PFD.

MAINTENANCE: Member agrees to update Vessel Log Book on the boat before and after each use. This will alert U-SAIL to any maintenance issues and facilitate repairs of the boat. Member agrees to clean the boat after each use, and to not leave foods, trash; personal belongs, etc. on the boat. If the boat is not left in an "as clean condition" as when it was taken out, U-SAIL's staff will perform this service for \$25.00 per hour (minimum charge \$25.00). Member also agrees to service the portable toilet (if used) in accordance with the Membership Kit procedures.

WATERWAY RULES: Member agrees to abide by all local, state, and federal rules and regulations governing the navigation, operation and care of yachts owned or chartered by U-SAIL of Central Florida.

NAVIGATIONAL LIMITS: Member agrees to restrict the use of the yacht to Lake Monroe and to abide by any special navigational limits set by U-SAIL as specified in the Membership Kit. Special authorization is required to take the boat beyond specified limits.

WEATHER: U-SAIL reserves the right to cancel a scheduled session due to adverse weather.

ALCOHOL AND CONTROLLED SUBSTANCES: Member agrees not to operate a U-SAIL boat, or permit any other person to operate the boat, while under the influence of alcoholic beverages or controlled substances as defined by State and Federal Law. No illegal substances are permitted on or around U-SAIL facilities or boats. Member is responsible for the conduct and safety of their guests. If any law enforcement agency finds illegal substances or any other condition that results in the seizure of the boat, the Member is responsible for all expenses incurred, including lost income to the boat while not available for use by U-SAIL. In addition, the Member's membership will be immediately terminated.

SAILBOAT RACING: Special authorization is required to participate in organized races.

PETS: For safety reasons, pets are not encouraged aboard boats, but well mannered and cared for pets are not prohibited. Failure to clean up after pet, however, will thereafter ban the pet from U-SAIL facilities and boats. Member agrees that they are solely responsible for the behavior and safety of their pets and persons that may come into contact with the pet.

HEALTH STATUS OF MEMBER: Member hereby represents that they and their guests are in good physical health and are able to perform the type of activities required to properly operate the boat being used.

FINANCE CHARGE/RETURNED CHECK: A finance charge of 1½% per month shall be charged on any balance that remains unpaid by the Member after the due date. In addition, the Member shall pay and reimburse U-SAIL for all attorney's fees, court cost and other expenses, including expert witness fees and deposition transcripts, incurred by U-SAIL in connection with any litigation or threatened litigation, including, but not limited to, suit for collection of any moneys due U-SAIL. In addition to other remedies at law, a service charge of twenty-five dollars (\$25.00) will be automatically made for each instance in which a check is returned unpaid for any reason by the Member's bank.

PAYMENT OPTIONS:

- Pay in Full. Membership expires: _____
- Credit Card – billed to credit card on file, on or before the 10th of each month.
- Cash or Check --due on or before Members anniversary date or a \$15.00 late fee applies.

CREDIT SURCHARGE: A charge of 2.99% is due per each credit card transaction.

SECURITY DEPOSIT: A refundable Security Deposit of \$300.00 is payable upon membership activation and Member agrees that this deposit shall be security for performance of Member's obligations hereunder. This sum may be applied to satisfy any obligations that may be in default, but neither the making of this deposit, nor any use thereof by U-SAIL shall excuse the Member from the performance of any such obligations. It is further agreed that said Security Deposit will be expended for the repair of any damages or loss of equipment not otherwise covered by insurance, and other charges that may have been incurred and not paid during the term of the membership. Member will be liable for damages or loss not covered by insurance. Any portion of this deposit that has not been so applied by U-SAIL shall be returned to the Member within thirty (30) days of the termination of membership.

MEMBERSHIP RENEWAL AND CANCELLATION: U-SAIL has the right to cancel a membership for repeated rule and/or policy infractions and/or unpaid bills. Membership is automatically renewed following the initial term of membership unless advised otherwise, provided there are no unpaid charges on the account. Once membership has lapsed, U-SAIL will fill that vacancy from its waiting list before it will renew that lapsed membership. Adjustments in the membership fee may only occur after the membership Session is concluded and after U-SAIL provides notice of rate changes thirty days in advance of implementation.

EARLY MEMBERSHIP TERMINATION: For any reason, should it be necessary for a Member to request an early termination, the charges for any full and partial months in which their membership was active, shall revert to a monthly rate of \$300.

ENTIRE AGREEMENT: This agreement contains the entire understanding and agreement of the parties, and all prior oral representations, promises, statements and understandings are merged into this Agreement.

AMENDMENTS TO THIS AGREEMENT: This Agreement cannot be orally changed, modified or amended. Any such change, modification or amendment can only be made by a written agreement dated and signed by both of the parties.

WAIVER OF BREACH OF AGREEMENT: If either party waives enforcement of a breach of any term or provision of this Agreement of the other party, that waiver shall not operate or be construed as a waiver of subsequent similar breaches.

SEVERANCE: In the event that one or more of the provisions of this Agreement shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

NO PARTICIPATION: This Agreement is not intended to constitute, create or give effect to a joint venture, agency, partnership, or formal business organization of any kind. Rights and obligations of each party shall be limited to those expressly set forth in this Agreement.

ATTORNEY'S FEES: In the event any legal action may be brought by U-SAIL to enforce any term or provision of this Agreement, U-SAIL of Central Florida shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

HEADINGS: The headings in this Agreement are inserted for convenience only and are not to be considered in construction of the provisions hereof.

CONSTRUCTION AND ENFORCEMENT: This Agreement shall be construed and enforced pursuant to the laws of the State of Florida. Furthermore, this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, and their successors and assigns.

WAIVER OF LIABILITY, HOLD HARMLESS AGREEMENT, AND STATEMENT OF COMPETENCY: In consideration of membership in the U-SAIL Charters and Boat Club, receipt of which is hereby acknowledged, the Member and his/her guests assume all risks of accident, injury, loss of life, and damage to the yacht associated therewith and release U-SAIL Charters and Boat Club and U-SAIL of Central Florida, LLC, its agents, members, officers, directors, employees, and volunteers, chartered boat owners, (hereafter "Indemnitees"), and all other persons, firms, and corporations from all liabilities from all damages and claims of any kind whatsoever due to the negligence or default of the Member or his/her guests except to the extent that such liability is covered by insurance. In further consideration of the foregoing, the Member and his/her guests agree to indemnify and hold harmless indemnities, jointly and severally from and against any and all liabilities, damages, claims, and expenses, including court costs and attorney fees that the Indemnitees shall at any time sustain due to the negligence or default of the Member or his/her guests except to the extent that such liability is covered by insurance.

The undersigned Member represents that he/she has read this agreement and agrees to abide by the rules, terms, policies and conditions. The undersigned Member will be aboard and in control of the boat and its crew at all times during each and every sailing session reserved in the Member's name and acknowledges that he/she is responsible for all decisions regarding the boat during that session.

The undersigned, after having satisfactorily completed the required conditions of this Agreement, is hereby accepted as a Member of the U-SAIL Charters & Boat Club and is accorded all rights and privileges thereof.

U-SAIL Charters & Boat Club Member
(print name in full)

U-SAIL of Central Florida, LLC Authorized Representative
(print name in full)

Signature

Date

Signature

Date