



Harbor Sailboats Membership Agreement

Primary Member Information

Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Primary Phone: _____

Email: _____

Family Add-On (Optional)

Name: _____

Primary Phone: _____

Email: _____

___ Yes, I can swim.

___ Yes, I would like to receive club emails.

Emergency Contact: _____

(Name)

(Phone)

Local	Out of County	Family Add-On
Individuals whose primary residence is within San Diego County.	Individuals whose primary residence is outside San Diego County.	Members living within the same household.
Initiation: \$395 Monthly Sailing Minimum: \$45 One-year commitment Includes free Basic Keelboat Class (textbook, ASA certification, and ASA membership not included, \$84 total)	Initiation: \$395 Annual Sailing Minimum: \$540 One-year commitment Includes free Basic Keelboat Class (textbook, exam and ASA certification membership not included. \$84)	Initiation: \$295 One-year commitment Includes free Basic Keelboat Class (textbook, exam and ASA certification/ membership not included. \$84)

This MEMBERSHIP CONTRACT is made and entered into this ____ day of _____, 2020 by and between Harbor Island Sailing Academy, Inc. (hereinafter referred to as HS) and _____ (hereinafter referred to as "Member").

RECITALS:

WHEREAS, HS offers a membership program as set forth in this agreement and the rules and regulations promulgated from time to time by HS and WHEREAS, Member desires to participate in such membership program provided by HS, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Membership – General Purpose and Rules. HS shall lease to the Member yachts and sailing vessels from the HS fleet on an availability basis at the special member reduced rates then in effect. Such rate, however, shall be subject to change by HS when deemed necessary. Preference will be given to Members who make advance reservations for a particular yacht. Member may lease any available yacht in HS fleet provided that he/she first demonstrates to the satisfaction of HS his/her ability to sail such yacht properly and safely. HS shall have the right to cancel this agreement at any time and board the yacht without prior notice if in its opinion the yacht or its equipment is/was being operated in an unsafe or careless manner.

2. Member agrees to return any leased yacht to HS in good condition except for normal wear and tear. Member shall be responsible for rigging each leased boat or yacht prior to its use. After such use, Member shall stow all sails and rigging, remove all trash and debris from the yacht and deposit same in a designated container provided by HS on the docks. Member shall also clean interior and wash yacht exterior with equipment supplied by HS. Member shall immediately report to HS any missing or lost equipment or damage to the yacht or its rigging. At HS's discretion, a cleaning fee may be assessed. If the vessel is deemed excessively dirty and unable to be cleaned in a timely manner for a future confirmed charter, the responsible member will be liable for the full next day's charter rate.

3. HS Rules and Regulations. HS shall make available to Member its rules and regulations. Such rules and regulations as may be amended from time to time are hereby incorporated into this agreement as if fully set forth herein and Member agrees to be bound thereby. _____ (Initial)

4. Term. THE TERM OF AGREEMENT SHALL BE FOR A MINIMUM PERIOD OF 12 BILLING CYCLES at which time this agreement shall remain in effect until cancelled by Member or HS. If Member elects to

terminate this agreement, Member may do so after first giving 30 days written notice to HS. Failure of member to give written notice of cancellation constitutes an agreement between Member and HS to continue this agreement according to all terms and conditions contained herein.

5. Safety Equipment. Before the use of any yacht, Member shall inspect the vessel to confirm that all United States Coast Guard required equipment is on board and operable. If Member is in doubt as to the type or quantity of safety equipment to be provided, he shall determine this from a HS staff member. Member is required to give a safety briefing to his/her crew and show the location of all safety equipment prior to each charter. Member is responsible for relaying all safety information he/she obtained during the check out with dock staff, during sailing class, charter review, etc.

6. Sailing Instruction. ASA is required of all members. HS will make available to the Member group Basic Sailing Instruction of not less than 12 hours. Date and times of lessons shall be determined by HS. Such Basic instruction and yacht usage will be provided free of charge to the Member. A make-up charge will apply to members who are unable to attend scheduled class sessions. Members with certification and/or prior sailing experience must complete a sailing resume and submit copies of certifications for HS review and approval.

7. Compliance with Government Regulations. Member agrees that all yachts leased or chartered to him by HS will be operated in a safe and prudent manner in strict compliance with all regulations of the United States Coast Guard, San Diego Unified Port District Harbor Police and all applicable federal, state and local regulations as promulgated by the Department of Transportation, United States Coast Guard, San Diego United Port District and all other governmental bodies. Illegal drugs or drug related items are prohibited on board any vessel. If illegal drugs or any drug related items are found on board any vessel, the charter and this membership agreement are subject to cancellation without refund.

8. Recreational Use Only. The Member agrees that each yacht he/she leases or charters from HS will be used exclusively for recreational use only and will not be used for any illegal purpose or in any illegal manner. Such yacht shall not be subleased or used by

any third person without Member first obtaining the written approval of HS.

9. Any yacht rented or chartered by HS shall be sailed only in the area commonly known as "Southern California Waters", not north of Point Conception, California, or south of Rio Santo Tomas, Mexico and not more than seventy-five (75) nautical miles offshore. Such yachts shall not be sailed into the territorial waters of Mexico without Member first obtaining written approval of HS.

10. Any yacht rented or chartered by HS to a Member shall be occupied and skippered by Member at all times during said rental or charter period, including overnight sleeping at the dock. Member shall be responsible for the proper and safe use of said yacht and the safety for his/her crew and passengers.

11. Insurance. Member agrees to comply with all conditions to coverage of any rented or chartered yacht as contained in the applicable insurance policy for said yacht, copies of which shall be made available to Member upon request. Member agrees not to use any rented or chartered yacht in a manner, which may render said insurance inapplicable. In the event of any collision, accident or casualty involving any rented or chartered yacht or its equipment, Member agrees to furnish HS with a complete report of the same immediately in writing, including the names and addresses of all witnesses, passengers and persons involved. In addition, Member agrees to cooperate with HS and its insurer in the reporting, investigating, settlement or compromise of any claim or loss as a result of any accident, collision or suit by or against Member or HS.

12. Indemnity. Member shall be liable to HS for any liability, loss or damage caused or incurred in connection with the operation of any yacht chartered or rented by HS to Member in the event that said liability, loss or damage is not covered by said insurance. Member also agrees immediately on demand to pay to HS the amount of any deductible for any damage covered, but not paid in full, by HS insurance. Member agrees to indemnify HS against, and hold HS harmless from, all claims, actions, proceedings, damages and liabilities arising from or in connection with the possession, use or return of any yacht chartered or rented by HS to Member.

13. Waiver and Release for Recreational Boating Activities. Member recognizes that engaging in

recreational sailing includes inherent risks. Those risks include a broad range of things that can happen while visiting waterfront areas, docks, ramps, gangways and being aboard a vessel, such as tripping, falling, slipping, losing balance, equipment becoming jammed or broken, being hit or caught by moving lines or rigging, collisions or experiencing a sinking or drowning. Member recognizes that those risks include the possibility of personal injuries and even death. Member chooses to participate in this activity in spite of those risks. Member therefore agrees to assume all risks that may occur in connection with this activity resulting in any harm, damages, injury, illness or death to oneself. Member agrees to release and discharge HS, its owners, officers, agents, managers and employees harmless from any and all claims for liability, property damage, injury, illness, death, costs medical or other expenses or any other damages claimed to be partially or solely arising from HS' acts, omissions, or negligence. Member agrees, by signing this Membership Application, that member has read, understood and was not rushed or pressured in any way into agreeing to its terms and is aware of the legal consequences of signing this document. Member recognizes that they have the option of simply not participating in HS boating activities if member decides not to agree with and be bound by these terms. _____ (Initial)

14. Initiation Fee. The initiation Fee for Harbor Sailboats membership in the amount of \$_____ shall be paid upon the signing of this agreement.

15. Monthly Minimum Usage Fee – Residents of San Diego County. Member agrees to charter from HS a yacht no less than once every applicable fiscal month. Minimum usage fees are applicable every month until expiration or cancellation of this agreement pursuant to paragraph 4. If Member does not charter a yacht during any assigned monthly period, member shall be assessed a charge of \$45.00 as dues earned for said fiscal monthly period. Dues will be billed 30 days from initial contract date. Members with last name A-G, the first fiscal month shall begin on the 1st day of the month and end on the last day of the month. Members with last name H-N, the first fiscal month shall begin on the 11th day of the month and end on the 10th day of the following month. Members with last name O-Z, the first fiscal month shall begin on the 21st day of the month and end on the 20th of the following month.

16. Residents outside of San Diego County. In lieu of monthly minimum m usage fees as outlined in

Paragraph 14 of this contract, Out of County members elect to deposit an amount equal to \$540.00 on the signing of this contract. This will be credited to member's account and boat usage may be charged against this deposit. If member's account has a credit balance on the anniversary date of his/her contract the full amount of the credit balance shall be forfeited and considered as dues. Unless HS receives official written notice of cancellation 30 prior to membership anniversary date, member's annual sailing minimum equal to \$540 will renew automatically for next year's annual sailing minimum.

17. No assignability. This Membership Contract shall not be assignable by the member.

18. Binding Effect. This Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, executors, administrators, and successors in interest.

19. Notices. Any and all approvals, consents and notices given hereunder shall be sufficient if furnished in writing to the addresses subscribed in this Contract. Email is acceptable communication.

20. Bank Card Authorizations. For the purposes delineated under this Contract, I hereby authorize HS to submit a sales slip to be charged against my MasterCard or Visa account provided in person or via telephone.

21. HS can cancel this agreement at any time.

IN WITNESS WHEREOF, parties here to have executed this Contract at San Diego, California as of the date and year first above written.

Primary Member:

(Name) (Signature)

Add-On Member:

(Name) (Signature)

HARBOR SAILBOATS USE ONLY	
Initials	
Date Processed	