

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 the Mexican border and not more than seventy-five (75) nautical miles offshore.

10. Any yacht rented or chartered by HS to a Member shall be always occupied and skippered by Member 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 because 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 if 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 release and discharge San Diego Sailing Club, dba Harbor Sailboats, its owners, officers, agents, managers, employees, contractors, boat owners 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 San Diego Sailing Club dba Harbor Sailboats acts, omissions, or negligence. Member 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 despite 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 \$55.00 earned for said fiscal monthly period. Minimum usage 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 \$660.00 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. Unless HS receives official written notice of cancellation 30 prior to membership anniversary date, member's annual sailing minimum equal to \$660 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 may 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:

Rules & Regulations

- Members must be ASA certified before they are eligible to charter at club rates.
- Members are responsible for staying current with on-the-water time and skills at their certified level, within 1 year to charter a boat. Harbor Sailboats (HS) reserves the right to deem a member unqualified to charter and may require a qualification sail at the member's expense.
- All charters must be paid in full prior to departure. Club members will not be permitted to sail with an outstanding balance or if a matter is under dispute.
- The cancellation or change policy on a boat reservation is 72 hours for each day the boat is reserved. Insufficient cancellation notice will result in a 100% cancellation charter fee. Members may not cancel a boat due to cloudy skies or rain. HS will cancel charters accordingly in the event of unsafe conditions, i.e., small craft advisory.
- Charters of boats 28' and above are from 9am until 8am the following morning. Removal of personal gear and all necessary cleaning should be complete by 8am. This includes trash removal, general cleaning inside and out and a freshwater rinse. Dock gate keys and ship's reports noting status of holding tanks and any problems should be turned into the office by 8am. Drop slots are located on the front and rear office doors for after hours. Failure to adhere to these policies and procedures will result in additional fees.
- Mooring at any other dock besides Harbor Sailboats requires written permission from HS, the Peohe's dock is strictly prohibited to all HS boats.
- Members must arrive before 3pm for a complete check out prior to departing. Members are responsible for completing the ships report and determining the seaworthiness of the vessel and ensuring all appropriate safety gear is in working order.
- In the event of an equipment failure during a charter, HS will make every attempt to either fix equipment or assign a boat of equal size within two (2) hours. If available and qualified, members may upgrade to a larger boat but will incur the difference in cost.
- Multiple day charters must re-fuel; failure to fuel boat will result in current per gallon cost and service fee. 2 hours of fuel is provided for daily charters, charterers may refill additional fuel overage or can pay \$10 per hour over the 2 hours included.
- The "Family Add-On" perk for members living within the same household must be utilized at the start of the primary member's contract and cannot be added later.
- Members may not split sailing minimums. The skipper of record is the only party able to satisfy his/her minimum. Splitting payments for the charter of a boat is not allowed.
- All members planning to sail north of Mission Bay are required to pass the ASA 105 Coastal Navigation Standard. Sailing south of the Mexican Borden is strictly off limits.
- Members are responsible for knowing the navigational dangers of San Diego Bay and the area they intend to sail. HS insurance or damage waiver does not cover negligence or grounding; always check tide tables and charts before departure.
- Member is required to provide his/her crew with a safety briefing and to show the location of all safety gear prior to departure. Member is to make sure all crew understand the dangerous of boating and accept the risk.
- In the event of an accident or grounding, an Accident Report must be filled out immediately at the HS office. If another vessel is involved, ascertain as much information on the other vessel. HS is to be notified immediately of any incidents or damage caused to boats. Emergency services should be called in the event of a life threatening emergency.
- HS insurance does not permit members to single-hand any vessel and does not cover racing.
- No Hard Liquor on board, intoxication will not be tolerated by captain or crew; you will be removed from the boat without refund. Hard plastic or metal coolers are not permitted onboard nor is red wine, glass, or smoking. No black-soled shoes, boots or high heels are permitted onboard.
- No pets, fishing, scuba diving, surfing, towing, or tubing are not permitted onboard and no gear associated with these activities are allowed onboard.
- Members have a one-year obligation to the sailing club; local memberships will continue on a month-to-month basis after one year. Annual membership will have the option to renew after completing one-year obligation on contract anniversary date.
- 30 days written notice is required to cancel a club membership after the one-year obligation has been satisfied. 30 days written membership cancellation notice will be sent by HS to any member delinquent on monthly dues or late on renewing annual dues.
- HS does not send bills or statements; club members are responsible for keeping their accounts current.
- Skipper may not leave the boat unattended while guests are onboard. Guests sleeping aboard are only permitted if the member is aboard.
- Member may not leave the Capri 22 dock without being checked out with the dock master and may not return unless dock master is on the dock and ready for your arrival.
- HS will not conduct towing operations due to the lack of wind.
- Members chartering boats that are moored on the windward side of the dock must get assistance from HS staff when leaving the slip to help rotate the bow through the wind.
- Extras fees will be charged for dirty boats, fuel overage, pump outs, broken or damaged items, late returns, or insufficient paperwork.
- Skippers may not organize crew through outside social media platforms. For example, but not limited to, MeetUp.com or the GoSailing App. Subleasing of HS boats is prohibited. Member may not accept consideration as a condition of passenger carriage.
- Members must return gate keys at the end of each charter or a replacement fee will be charged.
- Parking in the marina is only allowed when chartering a boat or using the facilities and is limited to one car per charter during certain holidays. Parking is not guaranteed by Harbor Sailboats.
- The skipper of record shall be the person at the helm when leaving and returning to the dock. Crew may helm the boat once HS members deems it safe. Skipper of record will always be responsible, both legally and financially, for the safety of the crew and the boat.
- Classes and other member activities are not confirmed without a completed confirmation form and payment being received by HS.
- "Rafting" of an HS boat to any other boat is not permitted.
- Members are responsible for securing their own anchorage permits and shall plan accordingly.
- Rates, terms, rules, regulation, etc., can be changed by HS at any time, without notice.