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. Initiation: $495 Monthly Sailing Minimum: $55 One-year commitment Includes Basic Keelboat Class (textbook, ASA certification, and ASA membership not included, ($98 bundle discount)	Individuals whose primary residence is outside San Diego County. Initiation: $495 Annual Sailing Minimum: $660 One-year commitment Includes Basic Keelboat Class (textbook, ASA certification, and ASA membership not included, ($98 bundle discount)	Members living within the same household. Initiation: $395 One-year commitment Includes Basic Keelboat Class (textbook, ASA certification, and ASA membership not included, ($98 bundle discount)

This MEMBERSHIP CONTRACT is made and entered into this_____day of_____, 2025 by and between San Diego Sailing Club, LLC DBA Harbor Sailboats. (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 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. Member has read and understands all Rules and Regulations._____(Initial)

4. Term. the term of agreement shall be for a minimum period of 12 monthly 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 certification is required of all members prior to leasing a yacht. 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.

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 WHEROF, 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 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 threating 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.