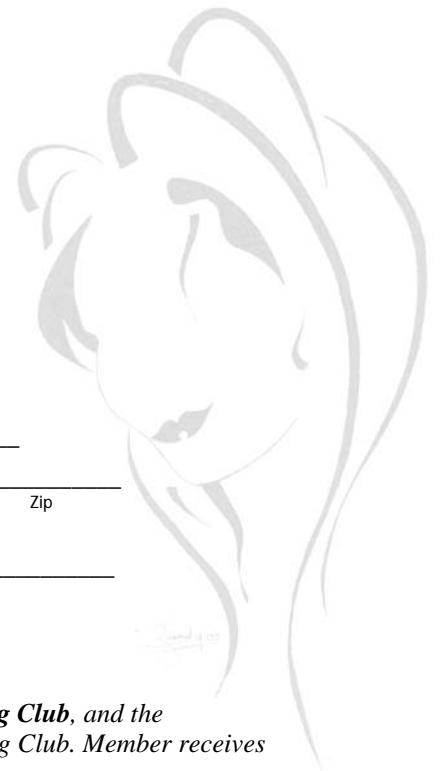


# FMA Boating Club

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## MEMBERSHIP AGREEMENT

Name \_\_\_\_\_ Date \_\_\_\_\_  
Phone: Day (\_\_\_\_) \_\_\_\_\_ Evening (\_\_\_\_) \_\_\_\_\_ Mobile (\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_  
Street City State Zip  
Email \_\_\_\_\_  
In case of emergency, please notify \_\_\_\_\_  
Phone (\_\_\_\_) \_\_\_\_\_

*This agreement is made between **FUN Maritime Academy**, herein called **FMA Boating Club**, and the undersigned, herein called **member**, for the purpose of membership in the FMA Boating Club. Member receives access to the FMA Boating Club fleet of boats in accordance with the provisions herein.*

**PROFICIENCY EVALUATION:** *It is required for all members to be main and jib qualified--ready to go sailing. Only those Club Members who prove, through an interview, exam and an on-the-water sail, to be immediately, independently seaworthy may qualify to take boats out without further training. The proficiency evaluation fee of \$85.00 qualifies member to sail all boats in the FMA Boating Club Fleet. The one-time proficiency evaluation fee is waived for graduates of qualified FMA Boating Courses. A \$25.00 fee is charged to individuals with an existing non-FMA keelboat certification in lieu of the aforementioned proficiency evaluation fee.*

**DELIVERY AND RETURN:** *FMA Boating Club agrees to deliver the yacht as stated in full commission and in proper working order, staunch, clean and in good condition throughout and ready for service. Member agrees to return the yacht in same condition as when delivered. Should the yacht, 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 yacht.*

**INDEMNIFICATION:** *The Member shall at all times indemnify, save and hold harmless FUN Maritime Academy and FMA Boating Club 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 FMA Boating Club .*

**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 which may appear among the books and records of FMA Boating Club .*

## SECTION I - RULES

**FMA BOATING 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 aboard a FMA Boating Club vessel.*

I have read and understand this page \_\_\_\_\_

**ASSIGNMENT:** Membership is NOT transferable.

**RUNNING EXPENSES:** Member agrees to pay all running expenses during each sailing session including, but not limited to, such expenses as fuel, pump-out, oil, telephone, food, pilotage, port charges, and provisions and supplies for himself and crew. Fuel is available at the Monroe Harbour Marina. No boat's fuel tank should be returned less than 1/2 full.

**EQUIPMENT AND SUPPLIES:** All disposable items on the boats are member's responsibility - the club does not supply paper towels, toilet paper etc. Plan to bring your own. Boats are equipped with Coast Guard required equipment. We recommend you bring your own personal flotation device (PFD). We require you bring an appropriate type and size PFD for any children on board. Florida law requires persons ages 12 and under to wear a PFD.

**MAINTENANCE:** Member agrees to update vessel log book on the sailing vessel before and after each use. This will alert the staff to any maintenance issues and facilitate repairs of the fleet's sailing vessels. Member agrees to clean the boat after each use. Please do not leave foods, trash, personal belongs, etc. on the boat after your sailing session. If after return the boat requires cleaning, FMA Boating Club will perform this service for \$25.00 per hour (minimum charge \$25.00). Member agrees to service the portable toilet in accordance with the procedure in the Vessel Log Book.

**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 FMA Boating Club.

**NAVIGATIONAL LIMITS:** Member agrees to restrict the use of the yacht to Lake Monroe and the St. Johns River and to abide by any special navigational limits set by FMA Boating Club as separately posted.

**WEATHER:** FMA Boating Club reserves the right to cancel a scheduled session due to adverse weather.

**ALCOHOL AND CONTROLLED SUBSTANCES:** Member agrees not to operate a FMA Boating Club vessel, or permit any other person to operate the vessel, while under the influence of alcoholic beverages or controlled substances as defined by State and Federal Law. No illegal substances are permitted on club boats. Club members are responsible for their conduct and that of their guests. If any law enforcement agency finds illegal substances or any other condition on a FMA club boat that results in the seizure of the vessel, the club member is responsible for all expenses incurred, including lost income to the boat while not available for use by the FMA Boating Club. In addition, the member may be asked to leave the FMA Boating Club.

**SAILBOAT RACING:** Special authorization is required to race using club vessels.

**PETS:** Well mannered and cared for pets are welcome. Failure to clean up after pet will have said pet banned from all FMA Boating Club vessels. Members agree that they are solely responsible for the behavior and well being of their pets.

**RESERVATIONS:** One sailing period = one reservation. Members have the option of "Planned" or "Spontaneous" Reservations. A "Planned Reservation" is one made more than 24 hours in advance of the sailing period. Members are allowed up to 6 (six) "Planned Reservations" per quarter. "Spontaneous Reservations" are reservations made within 24 hours of sailing. Members are allowed unlimited number of "Spontaneous Reservations".

**RESERVATION CANCELLATIONS:** A "Planned Reservation" requires more than 24-hour notice of cancellation. A "Spontaneous Reservation" requires more than four- (4) hour's notice of cancellation. Members more than 1/2 hour late for their reservation without notifying the FMA Boating Club may have their reservation canceled.

**MEMBERSHIP CANCELLATIONS/TERMINATION:** The FMA Boating Club has the right to cancel a membership for repeated rule and/or policy infractions and/or unpaid bills.

**HEALTH STATUS OF MEMBER:** *The Member hereby represents that they are in good physical health and are physically able to perform the type of work normally done by a Skipper or Helmsman of a boat.*

**FINANCE CHARGE/RETURNED CHECK.** *A finance charge of 1½% per month shall be charged on any balance, which remains unpaid by the Member after the due date. In addition, the Member shall pay and reimburse FMA Boating Club for all attorney's fees, court cost and other expenses, including expert witness fees and deposition transcripts, incurred by FMA Boating Club in connection with any litigation or threatened litigation, including, but not limited to, suit for collection of any moneys due FMA Boating Club, In addition to other remedies at law, a service charge (which sum shall not exceed the maximum permitted by state law) 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.*

## **SECTION II – FLEET SPECIFICS**

### **RED FLEET MEMBERSHIP**

- a. *The Red Fleet Membership Agreement provides for members to have access to the FMA Boating Club fleet of boats from dawn to dusk, any day of the week.*
- b. *Sailing periods are dawn until dusk or any portion thereof. One sailing period = one reservation.*
- c. *"Planned" Reservations are required for sailing periods beginning before 9:00 A.M. and/or ending after 5:00 P.M.*
- d. *Reservation cancellations: A "Planned Reservation" requires more than 24-hour notice of cancellation. "Planned Reservations" that are not canceled as agreed upon cannot be rescheduled and will be subtracted from the number of allowed Planned reservations available per quarter. A "Spontaneous Reservation" requires more than 4 hours notice of cancellation. A "Spontaneous Reservation" that is not canceled as agreed upon will count as a rule infraction.*
- e. *Failure to return by the end of your sailing period is a rule infraction.*
- f. *Check-in calls must be made within two hours after return. Failure to check in within the two hours after return is a rule infraction. Failure to report damage to the boat or equipment when check-in call is made is a rule infraction.*
- g. *Member agrees to pay a one time Initiation Fee of \$200.00. This fee is waived for FUN Maritime Academy graduates of qualified courses.*
- h. *Member agrees to pay a monthly installment of a \$150.00 plus tax per month for twelve months. Or member may pay in full \$1,800.00 plus tax at the beginning of the annual term and receive an extra month FREE.*
- i. *Monthly Payment Options:*
  - o *Credit Card – billed to credit card on 1<sup>st</sup> of each month.*
  - o *Cash or Check due 1<sup>st</sup> of month, late after the 5<sup>th</sup>, \$15.00 late fee applies.*
- j. *Security Deposit: 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 FMA Boating Club 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 FMA Boating Club shall be returned to the member within thirty (30) days of the termination of membership.*

- k. Membership is automatically renewed following initial one (1) year agreement, provided there are no unpaid charges on the account.*
- l. Adjustments in membership fee may only occur after one (1) annual agreement is concluded and after FMA Boating Club provides notice of rate changes thirty days in advance of implementation.*
- m. Membership cancellation: Member must notify FMA Boating Club in writing of intent to cancel at least 30 days before renewal date. If membership lapses more than 1 month, there will be a \$100.00 reinstatement fee in addition to any unpaid charges and fees.*

### **GREEN FLEET MEMBERSHIP**

- a. The **Green Fleet** Membership Agreement provides for members to have access to the FMA Boating Club fleet of boats during business hours only.*
- b. Sailing periods are 9:00 A.M. 5:00 P.M. or any portion thereof. One sailing period = one reservation*
- c. Reservation cancellations: A "Planned Reservation" requires more than 24-hour notice of cancellation. "Planned Reservations" that are not canceled as agreed upon cannot be rescheduled and will be subtracted from the number of allowed Planned reservations available per quarter. A "Spontaneous Reservation" requires more than 4 hours notice of cancellation. A "Spontaneous Reservation" that is not canceled as agreed upon will count as a rule infraction.*
- d. Member agrees to return by end of reserved sailing period. All boats are due back no later than 5:00 P.M. Late Fees begin to accrue at the end of reserved sailing period. Late Fees apply as posted by FUN Maritime Academy.*
- e. Member agrees to pay Membership Fee of \$300.00 plus tax per year upon activation of membership.*
- f. Member agrees to pay rental charges as follows:  
4 hours - \$80.00 plus tax  
8 hours - \$125.00 plus tax*
- n. Security Deposit: Refundable security deposit of \$500.00 is payable upon rental 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 FMA Boating Club 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 rental. Member will be liable for damages or loss not covered by insurance. Any portion of this deposit that has not been so applied by FMA Boating Club shall be returned to the member within thirty (30) days of the termination of rental.*

### **SECTION III – CONCLUSION**

*The undersigned, after having satisfactorily completed the Proficiency Evaluation and having paid in full in accordance with this agreement, is hereby accepted as a member of **FMA Boating Club** and is accorded all rights and privileges thereof.*

**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 FMA Boating Club to enforce any term or provision of this Agreement, FMA Boating Club 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 FMA Boating 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 FMA Boating Club, 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 vessel and its crew during each and every sailing session reserved in the member's name and acknowledges that he/she is responsible for all decisions regarding the vessel during that session.

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FMA Boating Club Member

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FMA Boating Club Authorized Representative

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Signature

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Date

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Signature

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Date