



# Carefree Boat Club of St. Augustine

dba: Carefree Boat Club

76 Dockside Dr. Suite 110 St. Augustine, FL

32084

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## RIGHTS AND RESPONSIBILITIES OF MEMBERSHIP

**The Rights and Responsibilities herein apply to Members of the Carefree Boat Club (CLUB)**

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The Rights and Responsibilities herein apply to Members of the Carefree Boat Club (CLUB)

1) AGE LIMIT: Member(s) must be at least 25 years of age to operate CLUB vessels and must be 28 years old to join. Anyone operating boat must have a National Association of State Boating Law Administrators (NASBLA) approved Boating Safety Orientation Course certificate and complete our on the water safety class.

#### Fees & Dues:

2) ACCOUNT: No Member will be allowed to use CLUB vessels unless the Member's account is current. This could include unpaid fuel bills, incurred service charges, repair invoices, finance payments, dues, etc. If account becomes past due, CLUB may cancel reservations and boat usage until charges are paid in full. A \$50 late fee will be charged if more than 30 days late. Accounts past due more than 90 days are subject to Termination.

3) CREDIT CARD AUTHORIZATION: Members are required to have a current credit card on file, and gives CBC authorization to debit credit card for fuel billings, damage/repairs deemed the responsibility of member, service fee's, due's, cancellation fees, and supplemental insurance payments, if applicable.

4) RIGHTS OF OWNERSHIP: Member's rights are for the prepaid use of CLUB watercraft(s) only, and nothing contained in this Agreement is intended or shall be construed as creating any rights of ownership, legal or equitable, in any of the watercraft(s) or in CLUB, its stock, or assets.

5) ALL SUMS PAID TO CAREFREE BOAT CLUB BY THE MEMBER PURSUANT TO THIS AGREEMENT, WHETHER BY WAY OF DEPOSITS, MEMBERSHIP FEES, INSTALLMENT PAYMENTS, DUES, OR OTHERWISE, ARE NON-REFUNDABLE AND SHALL NOT BE SUBJECT TO CLAIM FOR REFUND FOR ANY CAUSE WHATSOEVER.

6) ASSIGNMENT OF PROCEEDS: CLUB may assign its right to receive any deferred payment obligations or dues or any other sums which may be due or become due to CLUB pursuant to this Agreement. Upon written notice to Member of any such Agreement, all sums thereby assigned shall be payable directly to the assignee and at the address designated.

7) RENEWAL: This agreement will automatically renew at the end of each term for a further term of 1 year, at the current advertised monthly pricing, unless member gives the CLUB written notice of termination at least 60 days prior to the end of the relevant term.

#### Boating Safety & Training:

8) SAFETY COURSE: Member(s) must pass the National Association of State Boating Law Administrators (NASBLA) approved Boating Safety Orientation Course certificate and successfully pass the "on the water" Boat Handling training before using CLUB vessels. All training must be completed before Extended Hour Use or Overnight privileges are permitted.

9) CHECK IN/OUT: Before and after boating, Member(s), with assistance of the dock staff, must complete the "Check Out/Check In Sheet" which involves a visual inspection/inventory of the boat hull, prop, canvass, upholstery, and the on board safety equipment.

10) WEATHER: Member is responsible to plan for inclement weather and monitor forecast throughout the boating time period. Member is further responsible to make decisions to seek shelter, come back early or delay boat trip if weather forecasted poses any danger to member, guest, or vessel. CBC reserves the

rights to recall, limit, or shut down boating if weather poses any possible dangers. During periods of windy conditions or rough seas and the National Weather Service has issued Small Craft Cautions and/or Advisories, all boating will be cancelled. No boating is allowed under any circumstances by members during advisories or cautions and/or when winds are sustained at 16 mph or greater. Additionally, the minimum safe distance from lightning is six miles. If thunderstorms or lightning are currently present in the area, boating will either be cancelled or suspended until conditions improve. No boats will be launched under these conditions. The club will also close in advance if the temperature is not forecasted to rise above 38 degrees.

11) VHF RESPONSIBILITY: For your safety, a VHF radio may be on each vessel. If vessel is not equipped with a VHF radio, you must have a cell phone. Please keep the VHF radio and/or cell phone ON at all times while using any CLUB vessels.

12) CANCELLATION: In an effort to maintain the safety of the members and the vessels, CLUB reserves the right to restrict/cancel boating at any time due to weather and/or other conditions/reasons. If weather is inclement, or if small craft advisories have been posted, we encourage you call before arrival to inquire about the status of boating.

13) TOWING: The CLUB will provide Tow coverage for the vessels during clubs normal operation hours for the purpose of mechanical breakdowns. Towing services will be provided either through third party operators or CLUB boats and employees, only. Towing and on the water repair charges and expenses due to members negligence will be the responsibility of the member. Member will be responsible for all towing charges incurred after clubs normal operating hours regardless of the circumstance. Towing charges will not be covered under clubs insurance policy.

14) RENDERING ASSISTANCE: Member(s) may not use CLUB boats to tow another boat unless absolutely necessary to render assistance to a boater in trouble, otherwise permission from a CLUB agent is necessary.

15) LAW ENFORCEMENT: Any law enforcement violation by a Member involving a CLUB watercraft, including coast guard violations, and including but not limited to BUI (Boating Under the Influence), reckless driving, wake zone speed violations, etc., may result in suspension or termination of membership. Member is responsible to law enforcement local and federal; any and all fines imposed is sole responsibility of member.

#### Boat Availability & Reservations:

16) AVAILABILITY: Member's selection of dates and watercraft will at all times be subject to availability and must be reserved using ResNet (Carefree Boat Club reservation system) by Member in accordance with CLUB Rules and Regulations. CLUB reserves the right to substitute, alter, or cancel boats that are reserved or scheduled by Member. The CLUB will maintain a member to boat ratio of no more than ten members per one boat (10:1).

17) RESNET: Member agrees to maintain current subscription to RESNET online reservation system with Carefree Boat Club Network LLC. Reservations within the Carefree Boat Club network primarily will be made using the RESNET online reservation system. If RESNET systems are not available or member is unable to access system, members may call in to local reservationists Monday thru Friday between the hours of 9:30 am and 5:00 pm to make reservations. CLUB reserves the right to substitute, alter, or cancel boats that are reserved or scheduled by Member.

18) Normal boat usage hours are from 8:00 a.m. to 5:00 p.m. From Memorial Day to Labor Day, normal boat usage hours are extended to accommodate longer days and are typically 8:00 a.m. to 7:00 p.m. and are subject to sun schedule. Operation hours are posted hours/overnight usage. at each location. See rule #25 for extended hours and overnight usage.

19) MEMBERSHIP BOAT USAGE PRIVILEGES: In order to make a reservation, the Member's account with CLUB must be current, and Member must be in compliance with all Terms and Rights and Responsibilities of Membership.

CLUB Members on the Captain plan may not have more than ( 4 ) reservations with boats booked at any given time, and only ( 2 ) may be on a weekend. CLUB Members on the First Mate plan may not have more than ( 2 ) reservations with boats booked at any given time, and only ( 1 ) may be on a weekend. CLUB Members on the Admiral plan may not have more than ( 6 ) reservations with boats booked at any given time, and only ( 3 ) may be on a weekend. For reservation purposes, reservations may be scheduled up to six (6) months in advance. Failure to use Membership privileges shall not relieve Members of any liability for payments of any and all money due. A nominal fee of \$50 per use will be charged to members who exceed 30 uses per year. A nominal fee of \$100 will be charged to members who exceed 40 uses per year. This amount shall be auto billed the day of the reservation. If the member fails to cancel the reservation, the member will be charged a \$25.00

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fee.

20) "SPUR OF THE MOMENT" PRIVILEGES: Member shall have unlimited use of CLUB watercraft on an asavailable, same-day usage basis, except on days when the Club is closed (see Rule #24). The Member may call the CLUB Dock Master on the morning of desired use to check on availability. Any Spur of the Moment reservations counts towards the Members total usage for the year and is subject to a use fee, if over 30 uses (see Paragraph 19)

21) DESIGNATION OF CLUB locations: The CLUB will be the sole designator of Club locations and the specific locations of CLUB's watercraft(s). CLUB retains the right to move/add/subtract watercraft(s) and/or CLUB locations. If the CLUB is denied access to docking or storage or other privileges become unavailable for any reason at any specific watercraft location, The CLUB's only obligation is to provide an alternate facility as close as practical under the circumstances.

22) TYPE OF WATERCRAFT: The CLUB intends to provide a variety of powerboat types. Boat Club vessels range from 17 feet to 27 feet in length. CLUB makes no representation of specific types of watercraft so long as each watercraft is seaworthy. CLUB will not exceed an overall availability ratio of ten active memberships per vessel, (active members are defined as members whom have used watercraft in the past 28 days. Member and co-member(s) or anyone sharing a membership number are as a group considered to be one member for the purposes of determining membership limit). CLUB strives to maintain a consistent fleet of boats every season, including replacing a boat with a boat of similar style, horsepower and length. CLUB reserves the right to replace a boat with a boat not similar in style, horsepower or length in the event that current stock of boats limits choice. Club reserves the right to switch boats with no advanced warning, add or reduce the number of active boats in the fleet to correspond with season peak times within CLUB member-to-boat parameters.

23) SPECIALTY BOATS: Boats that are longer than 27 feet and/or boats between 17-27 feet that are designated specialty boats ARE NOT included in the base membership but may be used for additional nominal fee as determined and published by the CLUB. Any boat designated as a Specialty Boat in Resnet shall require an additional membership fee or per use fee to use. Member must be trained on any such boat and must pay a one-time training fee as defined by the CLUB in Resnet for access to each specialty boat. All surf boats and double decker boats require additional training and carry an additional per use surcharge and one time access fee as defined by the CLUB in Resnet for each boat. No exceptions.

24) LOCATION CLOSURE: During periods of light boating, the CLUB may choose to keep designated clubs closed or working shorter hours of operation. If, on a particular day, no boats are scheduled from a Club, the dock-staff is often assigned to other off-site work. Therefore, if you wish to take a boat on an "as available" basis, please call the Reservationists' or Dock staff in advance to see if the Club is open that day and if any boats are available.

25) EXTENDED HOURS & OVERNIGHT USAGE: No CBC boat may be underway after sundown or before sunrise. All CBC boats must be safely secured to a fixed dock between sunset and sunrise. Extended Hours and Overnight Usage is an occasional privilege extended to Members that have successfully passed all provided training, have an account in good standing, and proven himself/herself as a safe & conscientious boater. Such privileges are subject to availability and after approval, must be reserved through the reservation system. Member must have a credit/debit card on file with CLUB before Extended Hours & Overnight Use will be permitted. Member will be billed for any and all charges for damage/loss occurring to the boat (note, the maximum \$2500 (same as in #53) until the boat is checked in by the staff. In addition to the Check Out/In Sheet, Member will be required to sign the Extended Hours/Overnight Usage Sheet. Permission will normally be granted except during periods of heavy extended hour usage and at the sole discretion of the Reservationist or the Dock Master.

26) SERVICE FEES: No member will be allowed to utilize vessels on an Extended Hour & Overnight basis without a credit card on file. Extended Hour & Overnight usage may not allow the member to refuel or pump/dump out toilet waste. CLUB will conveniently provide these services in member's absence at the time of Check In. The toilet pump/dump out fee is \$35.00 anytime the toilet is used and not pumped out prior to returning the boat to the dock.

27) LOCATION: Members must return watercraft to the same location where Member was checked out by end time of reservation unless otherwise specified by the Dock Master or as dictated by Extended Boat Usage hours during peak season.

28) PARTNER NETWORK USAGE: Members may have access to boats at other Carefree Boat locations as a benefit of there subscription to RESNET. Club makes no representation regarding such reciprocal access. Carefree Boat Clubs are independent businesses that may or may not work in conjunction with

other club locations in the US. Agreements for reciprocal club usage are established between individual locations. Members are asked to contact Reservationists for reciprocity details and availability. The CLUB makes no guarantee and establishes no specific rights to boat usage at other Boating Club locations in membership contract. Reciprocal boat usage is a privilege and when permitted, is on a "limited, as available basis". Regarding visited Club locations, Carefree Boat Club of St. Augustine makes no specific representation of type or condition of boats and will be held harmless of any incidents occurring at visited locations.

29) HOLIDAY'S: Club will be Closed: Veteran's Day, Thanksgiving Eve, Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Day. The Club will be open from 8:00am to 12:00 noon on New Year's Eve. These days are also considered "Holidays" for reservation purposes. The CLUB will also be closed the week of the annual Jacksonville Boat Show, which is typically in January. CLUB Operations are closed on Tuesdays in St. Augustine and Mondays in Fleming Island with the exception of Independence Day, Labor Day, and Memorial Day. CLUB Operations will be closed the day following these holidays.  
Member Responsibilities & Codes of Conduct:

30) COMPLIANCE WITH LAWS AND ORDINANCES: Member shall comply with all applicable governmental laws, ordinances, orders, and regulations now in force or which may hereafter be in force insofar as they pertain to the use and utilization of watercraft. Member shall also comply with all requirements of any insurance companies providing insurance for the CLUB and the Rights, Responsibilities, and/or Laws of any marina or other docking facility in which CLUB watercraft(s) are located. Member is solely responsible to contact the US Coast Guard, State and Local officials as required if an accident or incident occurs that results in injury property damage loss and or death.

31) MEMBER CONDUCT: Member is expected at all times when at Club locations, while using a CLUB watercraft, and/or speaking with CLUB employees, marina staff or members either directly or on the phone to display acceptable, proper, and courteous speech/behavior/conduct. At the sole discretion of CLUB, failure to follow this conduct rule may result in Member being suspended or having Member's membership terminated.

32) LATE PICKUP: If Member(s) is late and may arrive later than one hour from the scheduled time to pick up a boat, the Member must call CBC at location of pick up, or the dock, to notify the CLUB of such lateness. If a Member is more than one hour late, the boat reservation may be assigned to another Member.

33) REFUELING BOATS: Member is responsible to ensure boats are completely refueled after use or a charge noted on the account in ResNet. If boat is not completely topped off CBC reserves the right to debit members credit card on file for fuel used. Fuel price is set by CBC. If there is a major discrepancy in fuel pumped CBC will use average consumption rate (GPH) times engine hours to determine if fuel pumped is legitimate. Note: Boats consumption rate's are an average; some usage may have lower GPH use or higher GPH use depending on boat conditions, RPM's, speed, water, temp, weight, etc...

34) EXCESSIVE CANCELLATIONS: Members are encouraged to reserve boats only on dates and times that they actually plan to utilize boats. If Member has an excessive number of cancellations Member's reservation privileges may be reduced or suspended. For one instance of a no show or three cancellations with less than four days notice, members spur of the moment privileges will be suspended for four weeks. If the same member has additional no shows or cancellations, members reservation privileges may be suspended or reduced and member will be charged \$100 per incident.

35) TARDINESS: It is the Member's responsibility to get fueled and return to the dock on time. Starting from the due return time, a fee of \$35.00 per every half hour of tardiness will be charged to the Member. Unforeseen circumstances such as a mechanical failure or inclement weather will be taken in consideration providing the situation is communicated to the dock master.

36) FISHING: To keep non-fishing boats free of fishy odors and upholstery from being damaged by fishing equipment, Members may only fish from a designated fishing boat. If you are unsure about a boat's designation, ask the Reservationists or Dock Master. A Florida salt water fishing license is required for each person fishing. This does not cover fresh water fishing or out of state fishing. It is the member's responsibility to know the difference between fresh water and salt water territories as outlined by the Florida Department of Fish and Wildlife and abide by those rules. For species fishing, (example tuna) a special permit may be required. It is the member's responsibility to acquire special fishing permits and abide by state rules. It is the members sole responsibility to ensure all fishing licensing, and rules and regulations set forth by the Florida Department of Fish and Wildlife are adhered to.

37) CLEANING: If Member returns a CLUB watercraft in an excessive dirty condition, Member will be charged \$35.00 for cleaning. All on board toilets must be pumped out at an approved pumping station and cleaned prior to returning to the dock. If not, a \$35.00 toilet-cleaning charge will be assessed. Fishing boats must have the deck cleaned of fish mess, and fish boxes and bait wells emptied &

rinsed clean prior to returning to the dock. All items such as personal items, garbage, fish or bait waste must be removed by the Member upon return of the vessel. We ask members to treat the vessels as if they were their own.

38) PETS: Due to potential damage to interior carpets and upholstery, NO PETS of any kind are permitted on a vessel with a cabin. Member is responsible for the safety of pets brought aboard and for any damage or loss that may result from the pet(s) being aboard. CLUB will be held harmless in any instance involving a pet.

39) DEFAULT: Any of the following shall constitute events of default with respect to this Agreement:

(a) any failure by the Member to pay when due the full amount of any deferred payment under obligation, monthly or annual installment payment, service fees, repair costs, or other charge hereunder;

(b) the making by Member of any misrepresentation of fact, including misrepresentation by failure to disclose any material fact in any credit application or financial statement which may be given by Member to the CLUB in order to induce an extension of credit by the CLUB;

(c) any breach of any covenant or obligation on the part of the Member pursuant to this Agreement;

(d) the failure of Member to abide by and adhere to the Rights and Responsibilities of Membership or of the marina where CLUB watercraft(s) are docked, as now in effect or as hereafter published or amended or;

(e) the failure or inability of the Member, as demonstrated to CLUB in its sole judgment reasonably exercised, to operate the watercraft:

1) in a safe, alert, and cautious manner,

2) exercising due caution to protect boat and engine from damage or if problems occur, from compounding the damage, and

3) within any operational requirements or limitations published by CLUB with regard thereto, or Member's use of CLUB's watercraft in any manner posing a nuisance upon the seas or a substantial risk of personal injury and/or property damage. No waiver or indulgence by CLUB with respect to any given default shall constitute a waiver of CLUB rights with respect to any subsequent default or breach.

40) REMEDIES ON DEFAULT: The Member's privileges may be suspended at CBC's sole and absolute discretion at any time without prior notice to Member pending CBC's investigation and resolution of any alleged incident, violation of a Rule or Regulation or default. In addition, the Member may, at CBC's sole and absolute discretion, be required to attend a meeting to discuss any alleged incident or violation where a warning requiring certain actions, prior to future boat usage, may result. Upon the occurrence of any event of the default and Member's failure to cure such default fully within fifteen (15) days after written notice by CBC is personally delivered or mailed, US first class postage prepaid, to Member at Member's last known address, CBC may at its option (a) in case of any or all monetary default, terminate the Member Agreement (Including all Member rights and privileges under these Additional Terms, Rules and Regulations or under any other Agreement between the Parties hereto) and declare any and all of any portion of the Membership Initiation Fee which shall have been financed, and any finance charges accruing thereon to the date of default, and all Membership Fees, insurance deductibles, and other charges that have been accrued, to be immediately due and payable; (b) in the case of non-monetary default, terminate the Member Agreement (including these Additional Terms, Rules and Regulations or any other Agreement between the Parties hereto) and all membership rights of Member thereunder; in which case CBC shall be entitled to retain as liquidated damages and not as a penalty, all sums theretofore paid to CBC by Member pursuant to the Member Agreement, these Additional Terms, Rules and Regulations or any other Agreement between the Parties hereto; it being recognized by Member that it may be impractical to determine actual damages resulting from Member's default, and determine fair compensation to CBC; (c) CBC shall have all legal and equitable remedies available in the event of any default, hold harmless, or indemnify, and shall take any such judicial action needed at the sole discretion of CBC. Any dispute shall be referred to mediation and/or to binding arbitration at any time at CBC's request. In the event of any legal proceedings brought by any party to construe or enforce the provisions of the Member Agreement or these Additional Terms, Rules and Regulations, the prevailing party shall be entitled to reasonable attorney's fees and costs. The venue of any and all such mediations, arbitrations and/or legal proceedings shall be exclusively in city of St. Augustine, FL irrespective of the residence elsewhere of any other party.

41) SAFE BOATING: The CLUB reserves the right to prohibit a Member from operating a boat if, at the sole discretion of an agent of CLUB, the Member appears to be in such condition as to not be able to operate the boat in a safe and prudent manner. At the sole discretion of the CLUB, if abuse of alcohol and/or drugs has taken place while the Member is in possession of CLUB vessels, punitive actions, including but not limited to those listed below, may be incurred by the Member:

a) The Member may be suspended or the Membership terminated.

b) The Member may be subject to criminal charges and/or fines.

c) In addition to a) and/or b), the Member may be required to attend a meeting to discuss the incident, a warning requiring certain actions, prior to future boat usage, may result.

42) CBC's RIGHT TO TERMINATE MEMBERSHIP: At all times, the CLUB, at its sole discretion, reserves the right to suspend or terminate a Member's membership for a serious, and/or continuous, violation(s) of

the Rights and Responsibilities herein, and/or if Member's account is not kept current.

43) **BUSINESS USE:** At no point shall any member charge passengers to ride on any CLUB vessels. No member shall advertise rides to the public. CLUB membership is solely meant for recreational use and shall not be used for the purpose of conducting business or for monetary gain.

#### Cancellation

44) **TRANSFERABILITY OF MEMBERSHIP:** Transfer or sale of membership to another party is prohibited.

45) **CANCELLATION OF MEMBERSHIP:** Member may terminate their membership contract by paying an early termination fee. The early termination fee is twenty percent (20%) of the balance remaining due on the contract obligation, plus 100% of any open balances for Gas, Damages, or other charges. The Club will waive the remaining 80% of the Member's financial obligation as promised in the Membership Agreement. To cancel, the member must submit in writing to the CLUB intent to terminate along with a check for the remaining balance due. Termination must be postmarked on or before 60 days prior to cancellation date. Please mail check and signed document to Carefree Boat Club of St. Augustine, 76 Dockside Dr. #110, St. Augustine, FL 32084.

46) **SHARED MEMBERSHIPS:** In the event that one member of a shared membership cancels their portion of the membership, the remaining members' dues will revert to the current standard membership rates.

47) **UPGRADES AND DOWNGRADES:** Members may upgrade or downgrade their membership at any time by paying a \$50 administration fee.

48) **"ON HOLD" Memberships:** Members may place their membership on hold in case of hardship (i.e. unemployment, health issues). Memberships placed on hold may pause the monthly dues payments, but will incur a \$75 per month maintenance fee. The Club may, at its discretion, verify the validity of the hardship. Memberships shall not be on hold for more than six months.

49) Members who become divorced or separated during the term of the membership must create separate memberships to prevent altercations of any kind regarding the Club. Each party will pay their own full monthly dues, but will NOT be required to pay a new initiation fee so long as there is no break in membership.

50) **IN THE EVENT** the Member is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Member receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Member may terminate this lease upon giving thirty (30) days written notice to the Club. The Member shall also provide to the Club a copy of the official orders or a letter signed by the member's commanding officer, reflecting the change, which warrants termination under this clause.

51) **NON TRANSPORTABLE:** Membership is considered a contract with the individual CLUB location and membership is not transportable from one location to another nor does membership establish rights of usage or benefits at other locations.

52) **MEMBER RELOCATION:** A member relocating to an area with a CBCN location may transfer their membership if approved by receiving club. There is no guarantee of dues pricing, watercraft types, or procedures at receiving club. Transfer fees may apply.

#### Insurance & Liability Coverage:

53) **MEMBER'S RESPONSIBILITY FOR WATERCRAFT:** The Member shall be responsible for any loss or damage to CLUB watercraft and accessory equipment from the time that such watercraft and accessory equipment is furnished to the Member up to and including the time of its return to the CLUB. Member is responsible regardless of who was in actual physical custody and control at the time of the loss or damage. The Member is responsible for filling out the Check Out/In Sheet at the dock with the assistance of the Dock Master. Any damage that occurs while in Member's possession will be noted and charged. However, some items, particularly damage to the engine (i.e., caused by entangling the prop in rope or fishing line, running the engine at high rpm after a problem occurs, etc.), may not be noticed at the check-in time and departure. However, if damage is discovered after check-in, and at the sole discretion of CBC, and CBC deems the Member to be responsible, the Member will be billed for all damage/costs incurred. At CBC's sole discretion, Member may be denied boat usage until payment is received. If loss is covered under CBC's insurance policy Member's liability may be limited to \$2500 for boats under 27 feet. Should damage or breakage occur while at a foreign port or while at sea, the Member is required to contact the CLUB and depending on the extent of the failure, the Member may be required to deliver the vessel to the nearest port and Member(s)

will

be responsible for their own transportation, food, shelter, etc. In addition, the CLUB may require the Member to attend a meeting to discuss the damage, and CLUB, at its sole discretion, may take any action deemed necessary, including suspension or termination of the Membership.

54) PERSONAL INJURY AND DAMAGE TO PROPERTY: Member recognizes that the operation of any watercraft is a specialized activity that requires training and experience and has both obvious and nonobvious dangers associated with it. Member acknowledges that many such dangers produce risk of injury to Member, Member's passengers, and the public in general regardless of the training and experience of the operator of the watercraft and regardless of the proper maintenance and condition of the watercraft. Accordingly, Member knowingly accepts sole and exclusive responsibility at all times for the safety of all persons and property on board the CBC watercraft, including Member, Member's passengers and the public in general. For purposes of personal injury claims, a Member may be treated as an additional insured on CBC's Hull & Machinery and Protection & Indemnity policy (ies), and may be afforded the same coverage and protection afforded to CBC under such an insurance policy.

55) WATERCRAFT MAINTENANCE: The CLUB will provide all regular and appropriate maintenance of its watercraft(s) as is deemed necessary. The CLUB's response to repairs and maintenance is completed on a priority basis and is determined solely by the CLUB. The CLUB is not obligated to repair any watercraft determined to be damaged to an extent rendering repair either impractical or uneconomical.

56) SMOKING is NOT permitted within any boat or in any of the CLUB offices at any time.

Liability Limitations:

57) LIMITATIONS ON WARRANTIES AND LIABILITY: THE CLUB MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT THOSE INCLUDED IN THIS AGREEMENT. IN PARTICULAR, WITHOUT IN ANY MANNER LIMITING THE FOREGOING, THE CLUB MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE QUALITIES, CAPACITY, OR OTHER ATTRIBUTES OF ANY OF THE WATERCRAFT(S) THE USE OF WHICH WILL OR MAY BE FURNISHED TO MEMBER PURSUANT TO THIS AGREEMENT AND ANY SUCH REPRESENTATIONS OR WARRANTIES WHICH MAY BE MADE OR UPON WHICH MEMBER MAY RELY ARE EXCLUSIVELY THOSE OF THE MANUFACTURERS OF SAID EQUIPMENT. THE CLUB SHALL NOT BE RESPONSIBLE OR LIABLE AT ANY TIME FOR LOSS OR DAMAGE TO PERSONAL PROPERTY BROUGHT BY MEMBER, OR ANY OF MEMBER'S FAMILY, GUESTS, INVITEES, OR THIRD PARTY ABOARD CLUB WATERCRAFT USED BY MEMBER. THE CLUB SHALL NOT BE RESPONSIBLE OR LIABLE TO MEMBER FOR ANY DEFECT, LATENT OR OTHERWISE, IN ANY WATERCRAFT OR ANY EQUIPMENT, APPLIANCES, OR APPARATUS UTILIZED IN CONNECTION WITH SUCH WATERCRAFT, NOR SHALL THE CLUB BE RESPONSIBLE OR LIABLE FOR ANY INJURY OR DAMAGE CAUSED BY OR RESULTING FROM ANY DEFECT, ACT, OR OMISSION IN THE CONSTRUCTION, MAINTENANCE, OPERATION, OR USE OF ANY WATERCRAFT, OR ANY EQUIPMENT, FIXTURES, APPLIANCES, OR APPARATUS UTILIZED IN CONNECTION WITH SUCH WATERCRAFT.

58) EXCUSE FROM PERFORMANCE FORCE MAJEURE: The CLUB shall be excused from performance or any delays in performance hereunder, due to fire, flood, earthquakes, hurricane, acts of God, unavailability of materials, equipment or fuel, war, act of terrorism, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor disputes, epidemic, lack of or failure of fork-lift or transportation facilities, mechanical breakdowns, any law, order, proclamation, regulation or ordinance of any government or subdivision thereof, or for any other cause whether similar or dissimilar to those enumerated, beyond the reasonable control and without the fault or negligence of the CLUB.

59) BINDING EFFECT: ENTIRE AGREEMENT: MODIFICATIONS: If any provision of this Agreement shall be invalid, the remainder of the Agreement shall not be affected thereby. This Agreement is binding upon the parties hereto and their heirs, legal representatives, successors, and permitted assigns, and shall be governed by Florida Law. This Agreement contains the entire understanding or writings, which are merged herein and extinguished. This Agreement may only be amended or modified by written instrument signed by the CLUB and all parties designated herein as Member, except that Rights and Responsibilities may be changed from time to time as set forth in Rule #52.

60) MARINA'S: Member agrees to abide by all agreements between Club locations' landlords. Member will also abide by all Club marinas', Member visited marinas', and/or other Club locations', rules, and regulations.

61) ARBITRATION OF DISPUTES: The parties to this agreement specifically agree that any dispute (whether

contract, tort, statutory, or otherwise) arising under or relating in any way to (i) the rules and regulations and

Membership agreement of CBC, (ii) Member's membership in CBC, (iii) Member's use of any watercraft in connection with Member's membership or (iv) any other dealings between Member and CBC, including but not limited to any claims for money damages or for personal injury or wrongful death shall be submitted to binding arbitration in city of St. Augustine, FL in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator. The arbitrator shall be selected by mutual agreement of CBC and Member within twenty (20) days following the initiation of arbitration hereunder, or, absent such agreement, by appointment by the American Arbitration Association. The arbitration procedure shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, and the award rendered by the arbitrator shall be final and binding on the parties and may be entered in any court having jurisdiction thereof. Each party shall have discovery rights as provided by the Federal Rules of Civil Procedure within the limits imposed by the arbitrator; provided, however, that all such discovery shall be commenced and concluded within ninety (90) days of the selection or appointment of the arbitrator.

It is the intent of the parties that any arbitration shall be concluded as quickly as reasonably practicable. Unless the parties otherwise agree, once commenced, the hearing on the disputed matters shall be held four

(4) days a week until concluded, with each hearing date to begin at 9:00 a.m. and to conclude at 5:00 p.m. unless otherwise agreed. The arbitrator shall use all reasonable efforts to issue the final award or awards within a period of five (5) business days after closure of the proceedings. Failure of the arbitrator to meet the

time limits of this Section shall not be a basis for challenging the award.

The arbitrator shall instruct the non-prevailing party to pay all costs of the proceedings, including the fees and

expenses of the arbitrator and the reasonable attorneys' fees and expenses of the prevailing party. If the arbitrator determines that there is not a prevailing party, each party shall be instructed to bear its own costs and to share equally the fees and expenses of the arbitrator.

62) Jury Trial: It is the intent of the parties that any dispute of any kind whatsoever between the parties to this

agreement shall be settled and finally determined in arbitration before the American Arbitration Association ("AAA") in accordance with section 19. HOWEVER, IN THE EVENT IT IS DETERMINED THAT A DISPUTE BETWEEN THE PARTIES IS TO BE DETERMINED IN A COURT OF LAW, THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ARISING OR RELATING IN ANY WAY TO MEMBERSHIP IN CBC.

63) RIGHTS AND RESPONSIBILITIES: Member agrees to abide by the Rights and Responsibilities promulgated and from time to time modified by the CLUB. Changes in Rights and Responsibilities shall become effective upon adoption by the CLUB. A copy of the revised Rights and Responsibilities will be provided to the Member as well as available at each CLUB location.

64) MEMBER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD CBC, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY CLAIMS, LOSS, DAMAGE, EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES AND COST AND EXPENSES OF LITIGATION) FOR INJURY OR LOSS OF ANY SORT INCLUDING BODILY INJURY, DEATH, PROPERTY DAMAGE OR OTHER LOSS OF ANY KIND OR NATURE WHETHER KNOWN OR UNKNOWN, FORSEEN OR UNFORSEEN, PATENT OR LATENT ARISING FROM OR RELATING TO THE USE OR OPERATION OF AN CBC WATERCRAFT. THIS RELEASE AND INDEMNIFICATION OF CBC, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL EXTEND TO ANY INJURY OCCASIONED WHOLLY OR IN PART BY AN ACT OR OMISSION OF CBC, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS.

The undersigned Member(s) have read, understand, and agree to adhere to the above Rights and Responsibilities of Membership.

Member: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse: \_\_\_\_\_ Date: \_\_\_\_\_

Club Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Revised 1/1/2021 10 Member \_\_\_\_\_ Spouse \_\_\_\_\_

Carefree Boat Club of St. Augustine and Fleming Island

Early Termination

I, \_\_\_\_\_ (Member), wish to cancel my contract.

- I agree and understand all memberships can only be canceled with 60 days written notice. No Exceptions.
- Amount Due: 20% of remaining balance on contract, plus 100% of any open balances for Gas, Damages, or



other charges. I authorize Carefree Boat Club of St. Augustine to charge my credit card on file for the balance due.

- This form must be mailed to the CLUB to terminate. Letter must be post marked 60 days prior to the termination date.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address:

Carefree Boat Club

76 Dockside Dr. #110

St. Augustine, FL 32084

Member Signature required at signing of contract to acknowledge rules and conditions to termination upon joining.

Copy to be placed in member file and copy given to member.

Member Signature: \_\_\_\_\_

Club Agent Signature: \_\_\_\_\_