

# 2009 Club Membership Agreement



This annual Membership Agreement, the Agreement, is entered into and effective on (date) \_\_\_\_\_, by and between Getaway Sailing, Ltd., hereinafter called GS and \_\_\_\_\_, hereinafter called the Member, residing at the address of:

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
Zip \_\_\_\_\_ Phone (h) \_\_\_\_\_ (w) \_\_\_\_\_ (cell) \_\_\_\_\_  
Email \_\_\_\_\_ (required) Online Reservation Password: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

The duration of this membership is from \_\_\_\_\_, 2009 to \_\_\_\_\_, 2010.

## Membership Levels *(please check the selected membership)*

- Social Sailing Membership..... \$300 or \$25 per month
- Sonar Membership..... \$1585 or \$132 per month
- CAL Membership..... \$2376 or \$198 per month
- Cruiser Membership..... \$5412 or \$451 per month

The \$500 Security Deposit is not included in the total cost and must be applied to all membership levels except for the Social Sailing level. Cruiser club members must pay an initiation fee of \$400 which includes four hours of private instruction and extensive check-outs on each boat.

New                       Renewal

Collect first month payment and an additional \$500 Security Deposit and initiation fee if applicable:  
Amount \$ \_\_\_\_\_ Ck # \_\_\_\_\_ Date \_\_\_\_\_ Notes: \_\_\_\_\_

## Payment Options and Agreements

The first month payment is required at registration along with the \$500 security deposit and initiation fee if applicable. You may choose to pay the total amount at registration or in equal monthly payments over an 11 month period by authorizing transfers from your savings or checking account to the GS account. A form for this authorization is attached and a voided check or a savings slip is required at this time. Please indicate your choice by signing on the line provided.

1. I authorize transfer of \$ \_\_\_\_\_ from my account to the GS account on the 10<sup>th</sup> of each month for 11 months beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

This option is my choice (Member's Signature):  \_\_\_\_\_

*or*

2. I am making a payment in full on (date) \_\_\_\_\_.

This option is my choice (Member's Signature):  \_\_\_\_\_

Initials \_\_\_\_\_

## ACH Debits Agreement

I, \_\_\_\_\_, hereby authorize Getaway Sailing, Ltd., hereinafter called GS, to initiate debit entries and to initiate, IF NECESSARY CREDIT AND ADJUSTMENTS FOR ANY DEBIT ENTRIES IN ERROR to my checking/savings account indicated below and the depository also named below, hereinafter called DEPOSITORY, to credit and/or debit the same to such account. I understand that transfers will be made on the 10<sup>th</sup> of each month but if that date falls on a non-business day, the transfer will be processed the next business day. I agree that you shall be fully protected in honouring any such check. I further agree that should any such check be dishonoured, whether with or without cause and whether intentionally or inadvertently, you shall be under no liability.

Account Holder's Name \_\_\_\_\_

Please select: Checking  Savings

***\*\*Please attach a voided check or a savings slip.***

Transit/ ABA # \_\_\_\_\_ Account # \_\_\_\_\_

DEPOSITORY Name \_\_\_\_\_

Bank Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

*This authority is to remain in full force and effect until GS has received written notification from me of its termination – and in accordance with all contract restrictions - in such time and in such manner as to afford GS a reasonable opportunity to act on it. By signing below, member understands and agrees to abide by all terms and restrictions stated in the Member's Guidelines.*

Member's Name \_\_\_\_\_

Member's Signature **X** \_\_\_\_\_ Date \_\_\_\_\_

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### For Company Use Only

Date Received \_\_\_\_\_

Processed By \_\_\_\_\_

Initials \_\_\_\_\_

# Getaway Sailing, Ltd.

## Club Membership Guidelines (Updated 12/15/08)



### 1. General Statements

1.1 GS provides to its members, use of boats in the level at which the Member has joined and in levels below, with the provisos that the Member is current in membership dues, that the rules, regulations and procedures stated herein are adhered to by the Member, and subject to the requirement of satisfying GS that the Member is qualified to safely and effectively operate a particular boat in the Member's level.

1.2 All policies and prices are subject to change; however, the Member will be informed in writing of any change.

1.3 GS reserves the right to close the office and/or deny the use of boat(s) if, in the opinion of GS, conditions warrant it.

### 2. Instructional Programs and Qualification Requirements

GS offers a full spectrum of sailing instruction for members and non-members. Members qualify for a 5% discount on all courses offered by GS. Members born after July 1, 1972 are required to obtain the Maryland Safe Boating license in order to operate a boat in Maryland waters; however, we encourage ALL Members to receive the certification, due to the excellent educational material that is contained in the course. In addition, GS provides a one-hour on-board, operational, instructional session for each level of membership designed to familiarize the Member with each boat and assist the Member in becoming qualified to sail a particular boat. This one-hour instructional session is free to members. Cruising level membership details vary slightly from other membership provisions. Further instruction is available at the usual rate for private instruction. An on-the-water evaluation may be part of the qualifying procedure.

### 3. GS Fleet of Boats

4.1 As of 1/10 the boats in the fleet include: Access Dinghy (3), Ideal 18 (2), Sonar (8), Cal 22 (4), Catalina 34, Beneteau 331 and Beneteau 343.

4.2 Although boats may be removed or added to the various levels, GS will maintain, to the extent possible, the general quality and approximate number of boats in each level.

4.3 The specifications and equipment inventory for each boat in the GS fleet can be obtained by visiting our website [www.getawaysailing.com](http://www.getawaysailing.com) or by calling the GS office at 410- 342-3110.

### 4. Boat Check-Outs and Check-Ins

GS maintains a system of check-outs and check-ins which identify and document damage to boats and/or loss of equipment caused by a particular Member. These thorough check-outs will be conducted in as short a time as possible but may take as long as one hour, particularly on the first and second use of a particular boat by the Member. The Member should plan their arrival time at the GS office and their anticipated departure time accordingly. Thorough check-outs and check-ins are fundamental in our efforts to provide the Member a fleet of high-quality sailboats. The Member agrees to provide a signed checkout sheet prior to departing and a check-in sheet upon return. The Member also agrees to document written check-out procedures prior to departure and check-in procedures upon their return. Log or deck books may be used on certain boats to track all check-in and check-out procedures.

### 5. Levels of Club Membership

Please visit our website for the details of the club membership levels.

### 6. Friday Evening Social Sail

All members of the Getaway Sailing Club are invited to participate in the Weekly Social Sail every Friday evening from April 15 to October 1, 5:30 p.m. until sunset. Social Sailing may held on some Saturdays.

### 7. Availability of Boats

8.1 Boats will be available every day from April 15th until November 1st.

8.2 During the normal season, all boats are available on a daily basis from 10 am to sunset. All boat check-outs must be conducted between 10 am and 5 pm. Members may arrange to sleep on board the night before

the reservation begins; however, GS approval is required. Late return of boats will result in a late fee of \$50 per hour after the stated return time unless approval is obtained from the Getaway staff.

8.3 In addition to the summer schedule of availability, designated boats from the fleet will be available during the winter months for sailing on good weather days.

## 8. Making a Boat Reservation

A reservation may be made online, by visiting the GS office or by calling or emailing a request for boat use. A reservation made by phone message or email is not confirmed until the Member receives an email or verbal approval from GS staff. Members may have up to two reservations pending at a time. For cruising members the two reservations may total no more than 7 days. For CAL and Sonar members, usage of the boats is restricted to two sessions per weekend. For this purpose, a session is considered a morning block from 10-2 or an evening block from 2-sunset. **Under no circumstances may the Member board a boat without the consent of GS.**

## 9. Cancellation of a Reservation

The Member agrees to call GS if he/she decides to cancel the reservation or if their arrival will be delayed. After one hour has past from the time of the reservation, and the Member has not called the GS office to inform them, the reservation is automatically cancelled in the system and will be reassigned to anyone requesting the boat.

## 10. Operating Expenses

### Cruising Boats:

11.1 Fuel and pump-out when boat usage requires less than 4 hours of engine use will be paid for by GS. This policy, instituted this year, relieves the Member of these time consuming tasks and is in keeping with our efforts to provide maximum sailing time for the Member.

11.2 If the Member engages in an extended cruise that requires 4 hours or more of engine use, the Member must return the boat with a full tank of fuel and an empty holding tank. Extended use and boat maintenance (i.e. fuel refill, etc.) must be documented by the Member upon check-in.

11.3 In all cases the costs for docking, fueling and pump-out done at a marina other than GS must be paid for by the Member.

### CAL 22s, Ideal 18s and Sonars

11.4 No charge will be made to members for daysailing the CAL.

11.5 The cost of docking at a marina other than GS must be paid for by the Member.

## 11. Insurance

GS maintains hull and liability insurance for its fleet to cover perils and deductibles which are consistent with standard practice. The Member specifically agrees to hold harmless, indemnify and defend GS, its employees, agents and volunteers from any claim, loss or damage to its vessels and/or other property which arise from or by virtue of the death or injury to any person or persons caused all or in part by the Member or any of its passengers, members or guests during the term of this Agreement.

## 12. Restrictions on Use of Boats

13.1 The Member agrees to use the boats for recreational purposes exclusively and shall not carry passengers for hire or sublease the boat or transport any substance that is illegal. The Member agrees to act in accordance with all federal, state and local laws and regulations.

13.2 Racing activities are **not** included in the membership. Overnight charters require a documented "Float Plan" for GS to approve. Pets are **NOT** permitted onboard GS boats. Smoking must be restricted to the cockpit. The member agrees to restrict cruising to within fifty (50) miles of Baltimore Marine Center. Permission to go beyond fifty (50) miles must be requested in advance and authorized in writing.

- 13.3 Members are required to contact GS to report any malfunction, damage, loss of equipment or groundings immediately upon discovering the problem. If incident occurs after normal business hours, the member agrees to call GS emergency numbers that are provided on each vessel.
- 13.4 The Member agrees to return the boat and associated equipment at the scheduled time, free and clear of any indebtedness incurred while in use by the Member. Should the Member return the boat after the scheduled time of redelivery, the Member will be charged \$50 per hour beyond the return time.
- 13.5 The Member is required to tidy up the boat by removing all food and ice from the icebox, personal belongings and follow all instructions on the checklist of how to leave the boat. The keys should be placed in the navigation station. Failure to perform these tasks will result in a service charge of \$40 per hour for the time required by the GS staff to rectify the deficiencies.
- 13.6 Night Sailing is not permitted on any GS vessel.

**13. Security Deposit**

The Member agrees to pay, at the time of inception, a security deposit of \$500. If it is necessary and appropriate to charge the Member for loss or damage, the security deposit will first be used to cover the cost up to the maximum of the deposit before any additional amount is charged to the member. If the security deposit is reduced by a charge, the Member agrees to deposit with GS, sufficient funds to bring the security deposit back to \$500 within 30 days of notification of the charge. An exception to the security deposit is the Social Sailing membership level.

**14. Renewal of Membership**

If the Member wishes to renew their club membership, GS will apply the previous year's security deposit to the new membership period. If the member wishes to cancel their membership at the end of the membership period, he/she must so notify GS in writing. In this case, the member's security deposit, minus any charge still outstanding, will be returned within one month after receiving such notice of cancellation. If no notice of cancellation is issued by the Member, GS will hold the security deposit for 60 days after the membership expiration date. If after 60 days, it is not requested, the security deposit will become the property of GS.

**15. Member's Liability for Damage, Loss, Towing and Grounding**

- 16.1 If a boat in use by the Member is damaged and/or associated equipment is damaged and or lost, and this damage and/or loss is not due to normal wear and tear, the Member agrees to pay up to the insurance deductible toward repair of the boat and/or repair or replacement of the associated equipment. The insurance deductible for all GS boats is \$1,000.00.
- 16.2 Repairs to a boat include labor and parts, and if necessary, boat storage while repairs are made and the cost of haul-out and launch. If the damage to the boat is not covered by the GS insurance, the Member agrees to assume full responsibility for the entire amount needed for repair or replacement. GS insurance does not include coverage for swimming or snorkeling regardless of whether GS or the Member provides the equipment. Additional information regarding insurance coverage is available at the GS office.
- 16.3 If a boat in use by the Member is grounded, GS retains the right to have the boat hauled or obtain diving services in order to survey the underbody, shaft, strut, keel, rudder and through-hull fittings. If GS believes that hauling the boat is necessary, the Member agrees to pay the cost of the haul out and launch, and if repairs are needed, the member agrees to pay the storage costs, while repairs are made, as well as the cost of the repairs. Faulty or null operation of the depth sounder is not sufficient justification for running aground. Weather and/or malfunctioning of the boat, its systems and equipment do not excuse damage to the vessel.
- 16.4 In the event commercial towing services are required, the Member assumes all responsibility for securing and paying all related cost.

**16. Membership Termination**

GS can terminate this Contract and all of the Member benefits at any time. Under no circumstances can the membership be transferred to another party. Refunds will be made at GS's discretion.

**17. Governing Law**

This agreement and all rights hereunder shall be deemed to be made in and shall be governed by the laws of the State of Maryland without regard to its principles of conflict of laws.

To the true and faithful performance of the Contract, the said parties bind themselves, their heirs, personal representatives and assignees each to the others. In witness whereof, the parties have hereunto set their hands effective the date first above written.

Name of the Member \_\_\_\_\_

Signature of the Member **X** \_\_\_\_\_ Date \_\_\_\_\_

Signature of GS President or Manager \_\_\_\_\_ Date \_\_\_\_\_

*Initials* \_\_\_\_\_