

GOLD MEMBER (Active Participating Member)

Application and Agreement 200__

This agreement made this _____ day of _____, 20__, by and between The Sailing Center, Inc. d/b/a Halifax Sailing Association (the "Club") and _____ (the "Member");

Whereas it is the primary goal of the Club to promote small boat sailing in the Greater Daytona Beach area; and

Whereas active participation in the Club can increase the Club's exposure, improve the facility, and thereby increase membership; and

Allowing members to leave their boats **partially rigged** at the facility will increase their frequent usage. Partially rigged reflects **masts and spars stepped, ready to sail**. Temporary exceptions being severe weather forecasts, etc.

It is thereupon established that a class of membership for active participating members know as a "Gold Membership" be created.

For and in consideration of the terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, **the Club and Member agree as follows:**

1. The current revision of Guidelines For Gold Membership is considered to be a part of this agreement.
2. This Classification shall be open to the public, subject to vessel parking space availability.
3. The annual membership fee shall be \$350.00 covering January 1 through December 31 of each calendar year. Payment may be made by mail to the Club, P.O. Box 2031, Daytona Beach, FL 32115, or in person to an officer of the Association. A copy of this **agreement and attached guidelines must be read and signed by member**. The annual fee shall be prorated for any new member wishing to join during the year.
4. Each Gold Member shall be permitted to leave **one** boat at the facility subject to this agreement and The Gold Membership Guidelines. The vessel must be trailerable and launchable at the Club facility or at the boat ramp at Bethune point, mast up. More than one boat being stored at the facility shall require temporary special permission

5. Gold Member is expected to participate regularly in Sailing Center activities including but not limited to recreational **sailing of member's boat**, periodic meetings, work projects, etc..
6. Metal tags must remain attached to trailers giving Members number to identify his/her phone number and Member's Agent in the event of an emergency. Member will remain responsible in the event emergency contact with Member or Member's Agent is not successful. Upon permanent removal of trailer, metal tag must be removed and returned to HSA.
7. When vessel storage locations are assigned, members will be expected to honor space assignments to accommodate as many Gold Members as possible.
8. In addition to the privileges above, Member shall have gate and bathroom keys/access and use of the Club boats subject to daily use fees, *if applicable*, and skills checkout as applies to larger Club vessels.
9. Annual renewal of Gold Membership will be subject to review by the Gold Membership Committee. If non-renewal is to be considered due to breach of agreement or other reasons, member will be advised of pending non-renewal with reasons, in writing, by registered mail/RRR. Gold Membership Committee will review such notice and Member's response. Conclusive recommended action by the Committee will determine Member's final Membership renewal status.
10. Non-payment/Breach: in the event member fails to make renewal dues **payment by January 31**, or fails to comply with The Gold Membership Guidelines and the conditions set forth above, the Club will mail to Member (Registered Mail/RR), a letter notifying Member of the non-payment or breach and giving Member **20 days** to correct the default or remove the boat. Should Member fail or refuse to cure the default or remove the boat within 20 days, Member hereby relinquishes all rights, title and interest in the boat to the Club without any need for court or legal process. The Club may thereafter sell, use or dispose of the boat, trailer and accessories at the sole discretion of the Board of Directors.
11. Member hereby Releases and Waives any past, present or future claim or cause of action against the Club or its members or the City of Daytona Beach for any loss, damage or injury occurring on the premises or arising from Club activities; Member also indemnifies Club and City of Daytona Beach for Attorney's fees, Claims or Judgments brought by Member's guests for injury, damage or loss.

12. The parties agree that this Agreement and the Gold Membership Guidelines are subject to revision annually by the Board of Directors of the Club and/or Committee that may be appointed.

13. Members address:

Phone #_____. Member agrees to notify Club of any address change within 10 days thereof.

Gold Membership agreement and these Guidelines are agreed to by applicant

this _____ day of _____, 200__.

Applicant's Name – Printed

Applicant's Signature

Accepted by Sailing Center this _____ day of _____, 200__

By: _____

Title: _____

Halifax Sailing Association Officer