



## ONE 15 Brooklyn Sail Club, LLC Rules, Policies and Protocols

These rules, policies and protocols may be updated at any time and are effective (i) immediately or (ii) when specified, after being posted on the Club website. A member's failure to abide by Club Rules, Policies and Protocols can result in damage assessments, suspension of membership privileges and the revocation of membership.

### Definitions:

- A. Club Boats – Sailing vessels or assets that are operated by the Club
- B. Club Facilities – Facilities that are operated or used by the Club
- C. Club Management – Owners and operators of the Club
- D. Director of Sailing Operations – Person in charge of sailing operations or his/her designated representative, including the Club dockmaster and ONE 15 Brooklyn Marina, LLC management personnel

### Membership

- 1) Application
  - a) Any person may apply for Club membership
  - b) All applicants must complete the required application materials and follow the application process as determined by Club Management
  - c) Membership is subject to the approval of Club Management
- 2) Membership Categories
  - a) Crew Member: Club members with crew access to Club Boats and Club Facilities based on the terms and conditions set by the Club and posted on the Club website
  - b) Skipper Member ("Skipper"): Club members who have been granted skipper privileges. Skipper privileges will allow a member to reserve and skipper a Club Boat
- 3) Skipper Privileges
  - a) Skipper privileges are granted through a certification process approved by the Director of Sailing Operations
  - b) Skippers are responsible for the safety and the conduct of their crew and guests while on Club Boats and Club dock
  - c) Once a Club Member is granted skipper privileges, the member remains a Skipper Member until he or she forfeits that privilege (by notifying the Club in writing) or that privilege is revoked. If a Club Member forfeits his or her skipper privileges, they can reactivate their skipper privileges at any time within 18 months without going through the skipper certification process. After 18 months, Club Members must re-apply for skipper privileges.

- 4) Fees and Dues
  - a) Initiation Fee. The initiation fee and membership dues shall be set each year by Club Management and published on the Club website.
  - b) Billing. Club dues are billed via credit card on an annual or quarterly installment basis. Club dues and charges will be presented on a regular basis and payment is expected within 30 days. All membership privileges are suspended if dues are not paid within 60 days. Membership is cancelled if dues are not paid within 90 days.
  - c) Changing Membership Categories. Club Members granted skipper privileges will be billed pro rata for their Skipper membership. Conversely, Club Members forfeiting or relinquishing their skipper privileges will be billed pro rata for their Club Membership
  - d) Members will not be entitled to refunds of Club Membership dues due to voluntary or involuntary membership termination
  
- 5) Membership Resignation
  - a) Once a member has accepted membership in the club, the member remains a member until he or she resigns or his or her membership is cancelled by the Club
  - b) Membership resignations must be presented to the Club in writing
    - i) Members who resign in good standing (dues and charges paid in full) may reapply for membership after 18 months
    - ii) Members who resign in bad standing (outstanding dues and charges) are ineligible to reapply for Club membership
  
- 6) Cancellation of Membership
  - a) Club membership may be cancelled at any time for cause by the Club Management without any entitlement to a refund. The determination of cause shall be in the sole discretion of the Club.
  - b) Refunds may be issued at the discretion of Club Management. Members who have had their memberships cancelled are ineligible to reapply for Club membership
  
- 7) Guests (non-members)
  - a) Club Members may bring guests who will be able to use the Club Facilities
  - b) Only Skippers may bring guests sailing on Club Boats, but subject to the payment of fees posted on the Club website
  - c) Club Members are responsible for the safety and proper conduct of their guests while at the Club
  - d) All guests sailing on Club Boats must sign a waiver of liability
  
- 8) Improper Conduct
  - a) Club staff may deny service to a Club Member and the member's guests who conduct themselves in an unbecoming manner or break Club Rules. Club Management may suspend or revoke membership privileges due to improper conduct by members and/or their guests.
  
- 9) Use of Club Boats or Club Facilities
  - a) Club Boats or Club Facilities may be not used for commercial purposes without the express permission of Club Management
  - b) Club members may not use Club boats for taking passengers for hire without the express permission of the Director of Sailing Operations or Club Management
  
- 10) Personal Items: The Club is not responsible for loss or damage to a member's personal items used, stored or left on Club Boats and Club Facilities

- 11) Use of Photos and Name. Club Members and their guests irrevocably consent to the use of their names and their images (digital or otherwise) by the Club and its affiliates taken while participating in Club or Club-related activities, in any form or media, but not limited to social media, electronic mail, marketing, promotional and advertising materials.