



ONE 15 Brooklyn Sail Club, LLC Membership Agreement

First Name: _____ Last Name: _____

Members of ONE 15 Brooklyn Sail Club, LLC ("BSC" or the "Club") agree to the following:

1. To read and abide by the BSC Rules, Policies and Protocols
2. To practice prudent, proper and safe seamanship at all times
3. To share their sailing knowledge for the betterment of BSC, its members and the boating community
4. To recognize that an individual member's actions reflect not just on the individual member, but also on the BSC and its members
5. To be responsible for any costs incurred by the Club in relation to any acts, omissions, losses, injuries or damages caused by, related to or arising out of the actions of the member or the member's guests
6. To agree to pay penalties assessed as a result of the member breaching Rules, Policies and Protocols
7. To hold harmless BSC, its subsidiaries, affiliates, contractors, employees and representatives, etc.

I understand that sailing is a sport which involves risk such as injury, loss, damage and death. I agree to assume that risk. I understand that I share the responsibility for the safety of myself and others and I agree to practice safe boating. I and on behalf of my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf ("Releasing Parties"), agree not to sue other Club Members or the ONE 15 Brooklyn Sail Club, LLC and to indemnify and hold harmless all other members of the Club and the ONE 15 Brooklyn Marina, LLC, and its parent and affiliated companies and its agents, officers and employees from all claims of injury or death to person, persons, or damage to property arising from my participation in sailing through the Club.

Signature

Date (mm/dd/yy)

Upload copy of
Photo ID here

E-Mail: _____

Phone: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Emergency Contact:

First Name: _____

Last Name: _____

Phone: _____

E-Mail: _____



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 Sailing Center's dockmaster and ONE 15 Brooklyn Marina, LLC management personnel

1) Membership 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) Social Membership: Club members with access to Club Facilities based on the terms and conditions set by the Club and posted on the Club website
- b) Introductory 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
- c) Full 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
- d) Skipper Member: Club members who have been granted skipper privileges. Skipper Members will allow a member access to Club Boats and Club Facilities based on the terms and conditions set by the Club and posted on the Club website.

The Club, at its discretion, may also add other Membership categories based on the terms and conditions set by the Club and posted on the Club website

3) Skipper Privileges

- a) Skipper privileges, based on the terms and conditions set by the Club and posted on the Club website, 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) Enrollment Fee. Enrollment fees and membership dues shall be set each year by Club Management and published on the Club website.
- b) Membership Dues. All enrollment fees (if any) and membership dues are payable in full upon enrollment. Any members can elect to pay the annual membership dues under an installment plan as determined by Club Management.
- c) Guest and Incidentals Fees. Guest Fees and fees for other incidentals are due in advance and no credit terms are offered.
- d) Earned Discounts. Club Management may offer Earned Discounts (e.g.: Credits for Fleet Captain sails or Member Referrals). These Earned Discounts are applied to future sales as credits against the next season's Annual Membership Dues only and cannot offset any Membership Upgrades, fees or other charges.
- e) Billing. Club dues are billed on an annual or installment basis via manual or automatic billing mechanisms. Club dues and charges will be presented on a regular basis and payment is expected within 15 days. All membership privileges are suspended if dues are not paid within 30 days of presentment. Club Management may, at its sole discretion, post the names of Club Members whose privileges have been suspended. Membership is cancelled if dues are not paid within 60 days.
- f) Reinstating Membership. Club Members whose membership privileges have been suspended can be reinstated and may be subject to late fees and reinstatement fees.

- g) Changing Membership Categories. Club Members can change to a different Membership Category by notifying Club Management in writing at 30 days prior to the presentment of quarterly/installment billing and will be billed on a pro rata basis. Club Members cannot change Membership Categories more than once every 12 months, with the exception of adding skipper privileges. Additional requests for subsequent Membership Category changes are subject to the discretion of the Director of Sailing.
 - h) Members will not be entitled to refunds of Club Membership dues due to voluntary or involuntary membership termination.
- 5) Skipper Privileges
- 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) New Members. New Club Members who resign before their first anniversary and elected to pay under an installment plan will be billed for the unpaid balance.
 - c) Membership resignations must be presented to the Club in writing 30 days prior the presentment of the installment/quarterly billing.
 - d) Members who resign in good standing (dues and charges paid in full) may reapply for membership after 18 months. 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) Members who have had their memberships cancelled are ineligible to reapply for Club membership. Refunds may be issued at the discretion of Club Management.
- 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, subject to the Club procedures and 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. Club staff may deny service to a Club Member and the Club 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 Club 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.