

MEMBERSHIP AGREEMENT



This Membership Agreement ("Agreement") for the type of membership (as indicated) is between you and the Newport Beach Yacht Club ("the Club"). By signing this Agreement I acknowledge that I have received and read the Bylaws of the Club and a completed copy of this application/agreement. I agree that I will be bound by the provisions of the face of this agreement the additional provisions on the reverse, the Bylaws of the Club, as now in effect and as from time to time amended by the Club, and such rules as may from time to time be posted at the Club, all of which are incorporated by reference in this Agreement.

1. INITIATION FEE AND DUES. In consideration of your membership, you are paying a non-refundable, non-transferable, one-time initiation fee as indicated (fees and payments sector). Your monthly dues will be as indicated (fees and payments section) and is subject to increase as described in Section 6. You agree to pay dues, in advance, for the first full calendar month of your membership. Your membership and your dues payments will begin when this Agreement is signed by you and a Club representative, and will continue unless otherwise terminated in accordance with Sections 6 and 7.

2. MEMBERSHIP. Your membership is a contractual privilege to use the facilities during the Club's hours of operation. The Club reserves the absolute right to initiate, change or eliminate facilities, services and programs offered from time to time; to initiate, change or eliminate fees for existing or new facilities, services and programs; and to change its hours of operation. Your membership does not entitle you to any interest in the Club or its property and confers no right to participate in the management or operation of the Club.

3. MEMBERSHIP CLASS. A Regular Membership is defined as a membership for one person and their spouse or other designated person. A Membership shares one initiation fee, one monthly dues, and one monthly food and beverage minimum requirement. A

Non-Resident Membership is defined as a membership for a member whose primary residence must be outside a 50-mile radius of the Club.

Reciprocal membership assures maximum reciprocal rights for our members. The Club shall grant rights of use of the Club to members of all local and national yacht clubs who are members of the U.S. Sailing Association, California Yachting Association, National Yachting Association and any other permanently organized private sporting club designated by Club management.

4. INITIATION FEES. Except as otherwise provided, your initiation fee is non-refundable. The initiation fee is earned by the Club on the date of this Agreement. Your initiation fee will not be prorated. Your initiation fee is not a prepaid sum for services; it merely entitles you to services by paying dues and other applicable charges.

5. DUES AND OTHER CHARGES. Your dues, unless prepaid, and other charges must be paid by the 15th day of each month of your membership. Dues for the month in which you join will be prorated and are due in advance at the time of application along with all other amounts due. If the Club at its sole discretion extends charge privileges to you, you agree to pay all charges through the Club's credit card/ATM payment program upon receipt. All Club invoices of any kind are considered due and payable upon receipt. The Club reserves the right to replace the current payment program with other such companies for the collection of your dues and other charges. The Club reserves the absolute right to increase your dues.

If any payment of dues or other charges is not made on time, the Club may, but is not obligated to, cancel your membership by giving your notice of such cancellation. You shall immediately surrender your copy of this Agreement and your membership card to the Club. The Club reserves the right to require monthly dues members with recurring bank or credit card returns to prepay annual membership dues as a condition of retaining membership to the Club. The Club may assess late payment fees and suspend charge privileges. If the Club has to take action to collect any amounts due from you, you agree to pay all costs of such action, but not limited to, attorney fees, returned check charges, and administrative costs.

6. CANCELLATION. You can cancel your membership with a 30 days written notice in accordance with the terms of this section during a year for which you have prepaid membership dues or prior to the day your monthly membership dues is due via invoice or deducted from your account. Any such refund will not include dues for membership time prior to the date of cancellation or for the notice period required by this section. Any discount given for pre-payment of dues will be treated as a forgiveness of the dues for the last month of the period for which you prepaid dues. Until the Club has been notified of cancellation of your membership in accordance with the terms of this section, dues will continue to be charged to your account thereby reducing any refund of prepaid dues.

The Club can cancel your membership at any time for any breach of this Agreement or for any violation of the Bylaws of the Club by giving you notice of such cancellation. The Club can also cancel your membership at any time without cause by giving you notice of such cancellation. You will remain liable for all unpaid dues owed and any other charges against you after notice of such cancellation.

No refunds shall be made for membership dues except as specifically provided for in this Agreement. Under no circumstances will refunds of dues be made retroactively due to failure to use the Club facilities.

Cancellation Upon Relocation: If Member permanently moves further than 25 miles from the Club and is unable to transfer his/her membership to a comparable facility,

Member shall be relieved from the obligation of making payment for services other than those received prior to the move, and if Member has prepaid any sum for services, so much of such sum as is allocable to services he or she has not taken shall be promptly refunded.

7. TRANSFERABILITY. Except as provided in the case of Corporate memberships, your membership is non-transferable, non-assignable and non-voting.

8. RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT. You hereby agree that the use of Club facilities, equipment and services, programs, and premises are undertaken by you at your sole risk. By your execution hereof, you hereby waive all claims which you or any dependent may have hereafter against the Club, and do hereby release the Club on your behalf and on behalf of any dependants, and agree to hold the Club absolutely harmless from all claims, demands, injuries, damages, actions, suits, or causes of action to persons or property, arising out of or in any way connected with you or your dependent's use of the Club facilities, premises, equipment, services or programs, including those arising out of any active or passive negligent act or omission of the Club. This waiver and release applies to all claims, demands, injuries, damages, actions, suits, or causes of action for injuries sustained by you on the premises. You hereby further agree and do hereby, on behalf of yourself and any dependents, to assume full responsibility for all risks of bodily injury, death, or property damage due to the negligent act or omission of the Club.

You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, and express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against Club for its negligence, or for any defective product on its premises. You have read and voluntarily signed file waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made. If you agree, understand and fully appreciate this Release, Waiver of Liability and Indemnification Agreement, initial here _____.

9. LOSS OR THEFT OF MEMBER PROPERTY. The Club is not responsible for lost or stolen articles. You should keep any valuables with you at all times while using the facilities. Storage areas do not always protect valuables. Please initial here _____.

10. DEATH OR DISABILITY. If by reason of death or disability of Member, Member is unable to receive all services for which Member has contracted, Member and his/her estate shall be relieved from the obligation of making payment for services other than those services received prior to death or the onset of disability. In the event member has prepaid any sums for services, so much of such sum as is allocable to services that Member has not taken shall be promptly refunded to Member or Member's representative. In the case of death or disability of Member where Member is unable to receive all such services, the Club shall promptly refund to Member or his/her personal representative, on request such amount of the sum prepaid as is proportionate to the amount of services not received by Member. Disability means a condition which precludes Member from physically using the facilities and the condition is verified by a physician.

11. BYLAWS. The Club reserves the absolute right to change the Club's Bylaws at any time. All signs posted in the Club shall be considered part of the Bylaws. Members and their guests shall be bounded by the Bylaws of the Club. Bylaws may be revised, supplemented or amended at the sole discretion of the Club, as deemed necessary for proper management of the Club. These Bylaws shall be considered a part of the membership agreement as stated in addition to agreement.

12. TIME OF ESSENCE. Time is of the essence of each provision of the Agreement.

13. NOTICE. Any notice required or permitted to be given to you shall be considered duly given when personally delivered to you or mailed to your address as it appears on the Membership Application portion of this Agreement (side 1) or as subsequently changed by written notice to the Club. Any notice required or permitted to be given by you to the Club shall be considered duly given only when received in writing by the Business Office of the Club.

14. SEVERABILITY. If any provision or any part of any provision of this Agreement is held unenforceable, such enforceability shall not affect the other provisions, or the other parts of such provision, of this Agreement.

15. ENTIRE AGREEMENT AND MODIFICATION. This Agreement when accepted by the Club will constitute the entire agreement between you and the Club relative to your membership. You acknowledge that no other agreement exists between you and the Club relative to your membership and that no representations, other than those set forth in this Agreement have been made to you to induce you to make this Agreement. This Agreement with the Club can be modified in writing only, prior to the Club's acceptance of your Agreement by the Manager of the Club, and can be terminated only as set forth in the Agreement.

You, the undersigned, further agree that the foregoing Agreement, including the Release, Waiver of Liability and Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the state(s) wherein the Club operates, that it shall apply to any period of membership or any prior or subsequent membership period of yours and/or any dependent and to any period in which you and/or any dependents use Club facilities. Initial here _____.