



Carefree Boat Club of Central Florida

dba: Carefree Boat Club

10233 Cypress Cove Lane Clermont, FL 34711

855-949-6961

RIGHTS AND RESPONSIBILITIES OF MEMBERSHIP

The Rights and Responsibilities herein apply to Members of the Carefree Boat Club (CLUB)

RIGHTS AND RESPONSIBILITIES OF MEMBERSHIP 1) AGE LIMIT: Member(s) must be at least 21 years of age to operate CLUB vessels. Boating Safety & Training:

2) SAFETY COURSE : Member(s) must pass the Boating Safety Orientation Course and successfully pass the "on the water" Boat Handling training before using CLUB vessels. A Navigation course must be completed before Extended Hour Use or Overnight privileges are permitted.

3) CHECK IN/OUT: Before and after boating, Member(s), with assistance of the dock staff, must complete the "Check Out/Check In Form" which involves a visual inspection/inventory of the boat hull, prop, canvass, upholstery, and the on board safety equipment.

4) WEATHER: Member is responsible to plan for inclement weather and monitor forecast throughout the boating time period. Member is further responsible to make decisions to seek shelter, come back early or delay boat trip if weather forecast poses any danger to member, guest and/or vessel. CLUB reserves the right to recall, limit or shut down boating if weather poses any possible dangers.

5) VHF/PHONE RESPONSIBILITY: For your safety, please keep the VHF radio ON and/or phone available at all times while using any CLUB vessels. If the weather turns inclement while you are out, please return to the marina immediately, or to the nearest safe shelter, and notify CLUB of your position and situation. It will be the member's responsibility to return the vessel to home port after situation remedy.

6) CANCELLATION: In an effort to maintain the safety of the members and the vessels, CLUB reserves the right to restrict/cancel boating at any time due to weather and/or other conditions/reasons. If weather is inclement, or if small craft advisories have been posted, we encourage you call before arrival to inquire about the status of boating.

7) TOWING: The CLUB will provide Tow coverage for the vessels during clubs normal operation hours for the purpose of mechanical breakdowns. Towing services will be provided either through third party operators or CLUB boats and employees, only. Towing and on the water repair charges and expenses due to members negligence will be the responsibility of the member. Member will be responsible for all towing charges incurred after clubs normal operating hours regardless of the circumstance. Towing charges will not be covered under clubs insurance policy.

8) RENDERING ASSISTANCE: Member(s) may not use CLUB boats to tow another boat.

9) LAW ENFORCEMENT: Any law enforcement violation by a Member involving a CLUB watercraft, including coast guard violations, and including but not limited to BUI (Boating Under the Influence), reckless driving, wake zone speed violations, etc., may result in suspension or termination of membership. Member is responsible to law enforcement local and federal; any and all fines imposed are sole responsibility of member. Boat Availability & Reservations:

10) AVAILABILITY: Member's selection of dates and watercraft will at all times be subject to availability and must be reserved by Member in accordance with CLUB Rules and Regulations. CLUB reserves the right to substitute, alter, or cancel boats that are reserved or scheduled by Member. All CLUB Members will have equal rights to reserve and use watercraft. Scheduling will be handled by CLUB on a first come, first serve basis.

11) RESNET: Member agrees to maintain current subscription to RESNET online reservation system with Carefree Boat Club network LLC. Reservations within the Carefree Boat Club network primarily will be made using the RESNET online reservation system. If RESNET systems are not available or member is unable to access system, members may call in to local reservationists. CLUB reserves the right to substitute, alter, or cancel boats that are reserved or scheduled by Member.

12) BOATING SCHEDULE: Reservations are for half-day boating periods Winter-9am to 6pm Summer 9am to 7pm

13) MEMBERSHIP BOAT USAGE PRIVILEGES: In order to make a reservation, the Member's account with CLUB must be current, and Member must be in compliance with all Terms and Rights and Responsibilities of Membership. Premier Members shall have unlimited yearly reservations. However, CLUB Members may not have more than four reservations with boats booked at any given time, and only two may be on a weekend. Other memberships may have weekend or seasonal reservation limitations. For reservation purposes, reservations may be scheduled up to six (6) months in advance. Failure to use Membership privileges shall not relieve Members of any liability for payments of any and all money due.

14) "SPUR OF THE MOMENT" PRIVILEGES: Member shall have unlimited use of CLUB watercraft on an as-available, same-day usage basis, except on days when the Club is closed. The Member may call the CLUB

Dock Master the day of desired use to check on availability.

15) DESIGNATION OF CLUB locations: The CLUB will be the sole designator of Club locations and the specific locations of CLUB's watercraft(s). CLUB retains the right to move/add/subtract watercraft(s) and/or CLUB locations. If the CLUB is denied access to docking or storage or other privileges become unavailable for any reason at any specific watercraft location, The CLUB's only obligation is to provide an alternate facility as close as practical under the circumstances.

16) TYPE OF WATERCRAFT: The CLUB intends to provide a variety of powerboat and sailboat types. Boat Club vessels range from 17 feet to 24 feet in length. CLUB makes no representation of specific types of watercraft so long as each watercraft is seaworthy. CLUB will not exceed an overall availability ratio of ten active memberships per vessel, (active members are defined as members whom have used watercraft in the past 28 days. Member and co-member(s) or anyone sharing a membership number are as a group considered to be one member for the purposes of determining membership limit).

17) EXTENDED HOURS & OVERNIGHT USAGE: No CLUB boat may be underway after sundown or before sunrise. All CLUB boats must be safely secured to a fixed dock between sunset and sunrise. Extended Hours and Overnight Usage is an occasional privilege extended to Members that have successfully passed all provided training, have an account in good standing, and proven himself/herself as a safe & conscientious boater. Such privileges are subject to availability and after approval and must be reserved through the reservation system. Member must have a credit/debit card on file with CLUB before Extended Hours & Overnight Use will be permitted. Member will be billed for any and all charges for damage/loss occurring to the boat until the boat is checked-in by the staff. Permission will normally be granted except during periods of heavy extended hour usage and at the sole discretion of Management or the Dock Master.

18) SERVICE FEES: No member will be allowed to utilize vessels on an Extended Hour & Overnight basis without a credit card on file. Extended Hour & Overnight usage may not allow the member to refuel or pump/dump out toilet waste. CLUB will conveniently provide these services in member's absence at the time of Check In. The toilet pump/dump out is \$25.00. Fees are subject to change without notice.

19) LOCATION: Members must return watercraft to the same location where Member was checked unless otherwise specified by the Dock Master.

20) PARTNER NETWORK USAGE: Members may have access to boats at other Carefree Boat locations as a benefit of their subscription to RESNET. Club makes no representation regarding such reciprocal access. Carefree Boat Clubs are independent businesses that may or may not work in conjunction with other club locations in the US. Members are asked to contact Reservationists for reciprocity details and availability. Reciprocal boat usage is a privilege and when permitted, is on a "limited, as available basis". Regarding visited Club locations, CLUB makes no specific representation of type or condition of boats and will be held harmless of any incidents occurring at visited locations. Member Responsibilities & Codes of Conduct:

21) COMPLIANCE WITH LAWS AND ORDINANCES: Member shall comply with all applicable governmental laws, ordinances, orders, and regulations now in force or which may hereafter be in force insofar as they pertain to the use and utilization of watercraft. Member shall also comply with all requirements of any insurance companies providing insurance for the CLUB and the Rights, Responsibilities, and/or Laws of any marina or other docking facility in which CLUB watercraft(s) are located. Member is solely responsible to contact the US Coast Guard, State and Local officials as required if an accident or incident occurs that results in injury property damage loss and or death.

22) MEMBER CONDUCT: Member is expected at all times when at Club locations, while using a CLUB watercraft, and/or speaking with CLUB employees, marina staff or members either directly or on the phone to display acceptable, proper, and courteous speech/behavior/conduct. At the sole discretion of CLUB, failure to follow this conduct rule may result in Member being suspended or having Member's membership terminated.

23) LATE PICKUP: If Member(s) is late and may arrive later than one hour from the scheduled time to pick up a boat, the Member Must call CLUB at location of pick up, or the dock, to notify the CLUB of such lateness. If a Member is more than one hour late, the boat reservation may be assigned to another Member.

24) REFUELING BOATS: Fuel meters are provided on all boats. Charges will be based on those meters and immediately debited on member's credit card on file for fuel used.

25) EXCESSIVE CANCELLATIONS: Members are encouraged to reserve boats only on dates and times that they actually plan to utilize boats. If Member has an excessive number of cancellations Member's reservation privileges may be reduced or suspended. For one instance of a no show or three cancellations with less than three days notice, members spur of the moment privileges may be suspended for four weeks. If the same member has additional no shows or cancellations, members reservation privileges may be suspended or reduced and member will be charged \$100 per incident.

26) TARDINESS: It is the Member's responsibility to return to the dock on time. Starting from the due return time, a fee of \$30.00 per every half hour of tardiness will be charged to the Member. Unforeseen circumstances such as a mechanical failure or inclement weather will be taken in consideration providing the situation is communicated to the dock master.

27) FISHING: To keep non-fishing boats free of fishy odors and upholstery from being damaged by fishing equipment, Members may only fish from a designated fishing boat. If you are unsure about a boat's designation, ask the Dock Master. It is the members sole responsibility to ensure all fishing licensing, and rules and regulations set forth by the Florida FWC are adhered to.

28) CLEANING: If Member returns a CLUB watercraft in an excessively dirty condition, Member will be charged \$35.00 for cleaning. All on board toilets must be pumped out at an approved pumping station and cleaned prior to returning to the dock. If not, a \$25 toilet-cleaning charge will be assessed. Fishing boats

must have the deck cleaned of fish mess, and fish boxes and bait wells emptied & rinsed clean prior to returning to the dock. All items such as personal items, garbage, fish or bait waste must be removed by the Member upon return of the vessel. We ask members to treat the vessels as if they were their own.

29) PETS: Large pets are prohibited from being on upholstery. Member is responsible for the safety of pets brought aboard and for any damage or loss that may result from the pet(s) being aboard. CLUB will be held harmless in any instance involving a pet.

30) MARINA'S: Member agrees to abide by all agreements between Club locations' landlords. Member will also abide by all Club marinas', Member visited marinas', and/or other Club locations', rules, and regulations.

31) SAFE BOATING: The CLUB reserves the right to prohibit a Member from operating a boat if, at the sole discretion of an agent of CLUB, the Member appears to be in such condition as to not be able to operate the boat in a safe and prudent manner. At the sole discretion of the CLUB, if abuse of alcohol and/or drugs has taken place while the Member is in possession of CLUB vessels, punitive actions, including but not limited to those listed below, may be incurred by the Member: a) The Member may be suspended or the Membership terminated. b) The Member may be subject to criminal charges and/or fines. c) In addition to a) and/or b), the Member may be required to attend a meeting to discuss the incident, a warning requiring certain actions, prior to future boat usage, may result.

32) CLUB'S RIGHT TO TERMINATE MEMBERSHIP: At all times, the CLUB, at its sole discretion, reserves the right to suspend or terminate a Member's membership for a serious, and/or continuous, violation(s) of the Rights and Responsibilities herein, and/or if Member's account is not kept current. Insurance & Liability Coverage:

33) MEMBER'S RESPONSIBILITY FOR WATERCRAFT: The Member shall be responsible for any loss or damage to CLUB watercraft and accessory equipment from the time that such watercraft and accessory equipment is furnished to the Member up to and including the time of its return to the CLUB. Member is responsible regardless of who was in actual physical custody and control at the time of the loss or damage. The Member is responsible for filling out the Check Out/In Form at the dock with the assistance of the Dock Master. Any damage that occurs while in Member's possession will be noted and charged. However, some items, particularly damage to the engine (i.e., caused by entangling the prop in rope or fishing line, running the engine at high rpm after a problem occurs, etc.), may not be noticed at the check-in time and departure. However, if damage is discovered after check-in, and at the sole discretion of CLUB, and CLUB deems the Member to be responsible, the Member will be billed for all damage/costs incurred. At CLUB's sole discretion, Member may be denied boat usage until payment is received. If loss is covered under CLUB's insurance policy Member's liability may be limited to \$2500 for boats under 24 feet. Should damage or breakage occur while at a foreign port or while at sea, the Member is required to contact the CLUB and depending on the extent of the failure, the Member may be required to deliver the vessel to the nearest port and Member(s) will be responsible for their own transportation, food, shelter, etc. In addition, the CLUB may require the Member to attend a meeting to discuss the damage, and CLUB, at its sole discretion, may take any action deemed necessary, including suspension or termination of the Membership.

34) PERSONAL INJURY AND DAMAGE TO PROPERTY: Member recognizes that the operation of any watercraft is a specialized activity that requires training and experience and has both obvious and non-obvious dangers associated with it. Member acknowledges that many such dangers produce risk of injury to Member, Member's passengers, and the public in general regardless of the training and experience of the operator of the watercraft and regardless of the proper maintenance and condition of the watercraft. Accordingly, Member knowingly accepts sole and exclusive responsibility at all times for the safety of all persons and property on board the CLUB watercraft, including Member, Member's passengers and the public in general. For purposes of personal injury claims, a Member may be treated as an additional insured on CLUB's Hull & Machinery and Protection & Indemnity policy (ies), and may be afforded the same coverage and protection afforded to CLUB under such an insurance policy.

35) WATERCRAFT MAINTENANCE: The CLUB will provide all regular and appropriate maintenance of its watercraft(s) as is deemed necessary. The CLUB's response to repairs and maintenance is completed on a priority basis and is determined solely by the CLUB. The CLUB is not obligated to repair any watercraft determined to be damaged to an extent rendering repair either impractical or uneconomical.

36) SMOKING is NOT permitted within any vessel cabins or in any of the CLUB offices.