



12935 W BAY SHORE DRIVE, SUITE 185

TRAVERSE CITY, MI 49684

231-941-0535

SOLSTICE SAILING, INC  
DBA GREAT LAKES SAILING COMPANY

## Boat Club Membership Agreement - Release & Indemnification

**THIS AGREEMENT** is made between **Solstice Sailing, Inc, DBA Great Lakes Sailing Company**, a Michigan Company of Traverse City, Michigan (identified as "Solstice Sailing") and

\_\_\_\_\_ **Member** (identified as "Member")  
(Print Member's name here)

Both parties agree to the following:

### 1. **CHARGES:**

- a. Membership fees are to be paid in full to confirm membership.
- b. "Half Day" and "Full Day" sailing times are outlined in the clause "Scheduled Sailing Times".
- c. Membership fees are as follows. ***Please initial which is applicable to this agreement:***

\_\_\_\_\_ **Full Membership:** 20 half days, 10 full days - \$1300 (one thousand three hundred dollars), plus 6% MI Sales Tax.

\_\_\_\_\_ **Partial Membership:** 10 half days, 5 full days - \$750 (seven hundred fifty dollars), plus 6% MI Sales Tax.

### 2. **SCHEDULED SAILING TIMES**

First Half Day	10:00am – 3:00pm
Second Half Day	4:00pm - Sunset
Full Day	10:00am - Sunset

### 3. **CONFIRMING SAILING TIMES**

- a. Reservation inquiries can be made within 14 days of the sail date contacting the Great Lakes Sailing Co. office.
- b. The Great Lakes Sailing Company office must verify availability before a reservation can be confirmed.

### 4. **SCHEDULING RESTRICTIONS**

- a. Anybody can call to reserve time but the Member must be present on board during use.
- b. Members cannot have more than three pending reservations on the schedule at a time.
- c. Members cannot reserve the same boat for more than 2 consecutive days.



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### **5. CANCELLATIONS:**

- a. Cancellations less than 48 hours prior to the sail date or "no-shows" will count as time used.
- b. Cancellations due to weather will count as time used with the following exceptions:
  - i. Winds gusting over 25 knots
  - ii. Lightening or thunder in the immediate area
- c. We do not consider inclement weather a reason for canceling or rescheduling a Member's use as different Members may have different ideas of what determines the weather "inclement". Based on boat availability, we can be flexible on this policy and will try to accommodate you as best we can.

### **6. MEMBERSHIP CANCELLATIONS**

- a. No refunds will be made if a Member wishes to cancel their membership unless Solstice Sailing is able to fill that membership with another Member.
- b. If Solstice Sailing is able to find another member to fill the membership, the refund will be based on prorating the Membership fee among a 90 day sailing season starting the day the new Member is confirmed.

### **7. DAMAGE DEPOSIT**

- a. The Member is required to pay a refundable Damage Deposit against any damages or loss that might occur during charter. A seasonal hold can be placed on a credit card or we can accept cash, a money order or cashier's check (sorry, no personal checks for Damage Deposits).
- b. The Damage Deposit will be refunded to you at the end of the sailing season pending any damages incurred, if any.
- c. Member may be responsible for, but not limited to, damage to the vessel or any loss or liability incurred by Solstice Sailing or the Owner by any reason of any breach of the terms of this agreement.

### **8. BOARDING**

- a. Members will be given a one-time orientation on how to prep the vessel and depart from the dock. This information will also be available in the boat's logbook for easy reference.
- b. Members are required to sign the vessels log book stating that they have checked the safety gear and basic systems prior to leaving the dock as well as the weather forecast.
- c. Members are required to call the GLSCo office if they find any issues upon their arrival. This includes maintenance and cleanliness issues from the last club member. This is important because if a member fails to report the issue upon their arrival, they may be mistakenly blamed for the issue.

### **9. RETURNING THE BOAT**



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- a. Members will be given a one-time orientation with how to stow gear, secure the vessel and what is expected for cleanliness after they return from sailing. This information will also be available in the boat's logbook for easy reference.
- b. Members are required to sign the vessel's log book at the end of their use stating that they have left the boat properly and that any issues have been reported to the GLSCo office.
- c. GLSCo will periodically clean and inspect the vessels inside and out but will not do it every time the boat comes back.
- d. Members that do not clean up properly or fail to stow gear or secure the boat properly after use will receive a notice. Three (3) notices and they will forfeit their membership without refund. Checklists for stowing gear and securing the boat are found in the vessels logbook.

### **10. REPORTING PROBLEMS WITH MAINTENANCE**

- a. Members are required to call the office at any hour if they find any issues and leave a message if office staff is not available.
- b. If the maintenance issue is urgent or may affect the next Member's use, Members are required to call the Great Lakes Sailing after-hours phone number also listed in the vessel's log book.

### **11. RETURNING LATE**

- a. If a member anticipates returning late they must call the office or GLSCo after-hours cell phone to see if it will affect another member's usage.
- b. Boats returning more than 15 minutes late without permission from the office will pay a late fee of \$25 for each additional 15 minute increment.
- c. Boats returning more than 1 hour late without permission from the office will be charged (see above) and given a warning. A second offense of more than 1 hours late will result in forfeiture of membership without refund. This is mainly because being late could have a significant effect on the next member's usage.

### **12. COMPETENCE:**

- a. The Member warrants the accuracy of the sailing resume(s) submitted to Solstice Sailing.
- b. Based on the sailing resume, if the Member warrants that they are experienced and competent in the handling and the operation of a craft of the same general size and type as the yacht offered in the Boat Club, that the individual so mentioned is capable of assuming the responsibilities of Skipper of the Yacht in respect of crew control, practical knowledge of seamanship, pilotry, and Rules of the Road so as to safely undertake the sailing excursion contemplated.
- c. Based on the sailing resume, if the Member warrants that they are requesting sail training or if Solstice Sailing determines that sail training is required, Solstice sailing will provide sail training in accordance with the discounted rates offered to members.
- d. Qualification guidelines for Boat Club Membership are outlined below:

No Experience	
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	Members can take an accredited ASA (American Sailing Association) 101 level Basic Sailing course at a discounted rate of \$350 per student and includes books, instruction, ASA testing, membership and certification. A two-day weekend course held in May and early June, this course is offered through the award winning Great Lakes Co. Sailing School.
Some Experience	Members can take the ASA 101 Basic Sailing course as or hire a Great Lakes Sailing Co. sailing instructor/captain for a custom refresher course. Refresher courses are offered based on pre-qualification at a cost of \$250 per person per day.
Experienced Sailors	Based on pre-qualification, if a member has ample previous sailing experience, there is a \$75 fee for a "check ride" with a Great Lakes Sailing instructor/captain to evaluate skills

### 13. **RESTRICTIONS ON USE**

- a. The Yacht shall only be sailed by individuals on the resume and agreement submitted to Solstice Sailing by the Member.
- b. The Yacht shall not be used to transport merchandise or carry passengers for hire or engage in any trade.
- c. That Member recognizes the operation or "making way" of the vessel after dark is strictly prohibited. Operation of the vessel while intoxicated, under the influence of a controlled substance is strictly prohibited and will be reported to authorities, if known, and will result in the cancellation of this membership.
- d. The Member shall ensure that the Yacht shall at all times comply with all relevant laws of all jurisdictions within which the Yacht may be at, any time during the charter period.
- e. The Member shall also ensure that the Yacht is at all times operated in a seamanlike manner with due regard being paid to the preservation of the Yacht and its equipment and in accordance with any written policies or procedures or instructions given to the Member or any other member of his party, by Solstice Sailing.
- f. Boats must be back at GLSCo docks by sunset or if taken over-night, anchored or in a marina by sunset. Boats are not permitted to be underway (sailing or motoring) after dark.
- g. The Member must be on board at all times. The boat can be reserved by anyone but the Member must be on board to sail.
- h. Boat Club boats are limited to a maximum of 6 people which includes the Member.

### 14. **INSURANCE:**



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- a. The Yacht is insured against standard marine perils with Protection and Liability coverage but subject to a physical damage deductible clause.
- b. The Member is responsible for damage or loss to the charter vessel not to exceed the amount of the Damage Deposit paid by the Member, regardless of fault. Beyond that amount, the Member is relieved of any liability for such loss or damage, if the event is covered by insurance.
- c. In the event of any accident or disaster, the Member must give Solstice Sailing prompt notice of the incident.
- d. The Damage Deposit held by Solstice Sailing against Member damage or loss is applicable per incident. If a Member reaches or exceeds the Damage Deposit held by Solstice Sailing before the end of the Boat Club season, another Damage Deposit will be required to continue Membership.
- e. Dinghies, outboard motors for dinghies, kayaks, grills or any other accessories that were provided by Solstice Sailing to that particular use of the Boat Club vessel are not covered by either the charter vessel insurance policy or the security deposit.
- f. The Member shall comply with and be bound by the terms, conditions and limitations of the said policies, and shall cooperate with Solstice Sailing in the event of any claim or suit. In the event of any loss, accident, breakdown or disaster, the Member shall give immediate notice of the same to Solstice Sailing. In such an event, the Member shall take all steps reasonably possible to preserve the vessel and its equipment, but shall not attempt to make any repairs, personally or by professionals, of major significance without specific authorization by Solstice Sailing. The Member shall be responsible for the amount deductible in respect of any claim on the hull insurance policy. Solstice Sailing accepts no responsibility in the respect of loss, accident, breakdown or disaster beyond the risks covered by the insurance specified herein and the Member agrees to hold harmless Solstice Sailing, its officials, agents and employees from any and all loss or liability for injury or damaged caused to any person or property in connection with the vessel. Without prejudice to the generality of the foregoing, the Member specifically agrees to assume all responsibility and liability for, and to indemnify Solstice Sailing, its officials, agents, and employees in respect of any accidents, injuries, or death. Furthermore, Solstice Sailing and the Owner accept no responsibility for any allegedly defective condition of the vessel and no warranty, implied or otherwise, with respect to the vessel, related equipment or anything supplied including, but not limited to, any outboard motor, dinghy, kayak or grill.
- g. Any questions or concerns about insurance coverage or policy terms regarding the vessel can be directed to Global Marine Insurance 800-748-0224.

### 15. **GOVERNING LAW**

- a. This agreement and the relationship of the parties shall be construed and interpreted pursuant to the laws of the State of Michigan. In the event of a dispute arising between the parties with respect to this Agreement, such dispute shall be referred to three (3) arbitrators: one (1) arbitrator, chosen by each party, and the third (3rd) arbitrator chosen by the other two (2) arbitrators. The decision, in writing, signed by at least two (2) of the arbitrators, shall be final and binding upon all parties. The expense in connection with any such arbitration shall be divided equally between the parties.



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### Great Lakes Sailing Boat Club Release and Indemnification

#### RECITALS:

- A. Solstice Sailing is in the business of chartering sailing yachts to individuals for recreational purposes.
- B. Skipper has provided a resume' of his/her sailing experience to Solstice Sailing, and Solstice Sailing is relying on said resume' in allowing Member to charter one of its vessels.
- C. Solstice Sailing and Member have entered into a Boat Club Membership Agreement, which agreement is specifically incorporated by reference.
- D. It is the desire of both Solstice Sailing and Member to enter into this agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Member has sufficient experience or has arranged for sailing instruction to obtain sufficient knowledge and experience, and is confident they will be capable of safely operating the vessel under any and all conditions which may arise.
2. That Member recognizes the operation or "making way" of the vessel after dark is strictly prohibited. Additionally, operation of the vessel while intoxicated, under the influence of a controlled substance or racing is strictly prohibited and subject to immediate termination of Charter. Incidences related to these items may not be covered by insurance claims.
3. That Member is further aware that weather and other conditions beyond his/her control can and do, rapidly change.
4. That Member acknowledges that he/she has been given adequate and sufficient warnings as to the inherent and potential dangers associated with the operation and use of the vessel, and assumes any and all risk associated with its use and operation.
5. Solstice Sailing does agree that if, after reading this agreement Member requests, Solstice Sailing shall supply a licensed captain for the benefit of Member at an additional charge.
6. That Member has fully inspected the sailing vessel which he/she is chartering, and is fully aware of its present condition and accepts the yacht in its present condition as is.
7. That Member agrees to notify any and all of his/her guests who may come onboard the vessel during the term of Members agreement with Solstice Sailing, of all inherent and potential dangers associated with the use and enjoyment of the vessel. It is further agreed that all guests on the vessel shall be the invitees of the Member, and they shall be further informed, that neither Solstice Sailing nor the owner of the vessel shall owe any duty of any kind or nature.
8. The Member and his/her heirs, executors, administrators, successors, or assignees, do hereby expressly stipulate and agree to release, indemnify and hold forever harmless, Solstice Sailing (except as to Solstice Sailing's own gross negligence) against any and all claims, demands and actions of any kind or nature, which may hereafter at any time be made or instituted against Solstice Sailing, its successors, assigns, employees, officers, directors, principals, and agents against any and all action, causes of action, debts, dues, claims and demands of every kind or nature, both at law and in equity, which may now or at any time in the future, arise or be associated with the operation and/or use of the sailing vessel, and does further agree to reimburse or make good any loss, demand or cost including reasonable attorney's fees, which Solstice Sailing, its successors, assigns, employees, officers, directors, principals or agents may have to pay if any litigation arises from any such claim or action.



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9. The laws of the state of Michigan shall govern any and all actions and the interpretation of the provisions of this agreement.

**Member has agreed to the terms of the Membership Agreement and the Boat Club Release and Indemnification:**

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**Member Signature**

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**Date**