



Legacy Boating Club Membership Agreement Rules and Regulations

Legacy Boating Club of Destin LLC. ("Legacy" or the "Club") is committed to serving our Members and any co-Members ("Members") with the highest level of excellence. The following rules and regulations are for the benefit of everybody in the Club.

1. Safety is a primary concern for Legacy. Members must complete and pass certain Boating and Safety Orientation Course(s) before using any of the Club boats. Members are responsible for the cost of materials, time with an instructor in water school, and fuel use during training. Our levels of certification are as follows:
 - A) **Level I- Pleasure Boating Class:** Level I Recreational certification covers use of single engine inshore boats including tri-toons, pontoons, skiboats, bayboats and waverunners. Regular use is up to 25 miles from the launch marina and limited to the bay and intracoastal waterway. When requested, exceptions may be granted in which case the outing variance must be logged on the Members Float Plan for safety reasons (example: a trip to Pensacola to see the Blue Angels.) Prior to taking out any Legacy boat a Member must pass the Level I written exam and water test.
 - B) **Level I- Offshore Boating Class:** Level I Offshore certification covers use of the single engine offshore fishing fleet up to 30 miles offshore and 50 miles in either direction from the closest pass to the launch marina. The concentration of this class is boating safety in the offshore environment and operation of the boats fishing electronics. Prior to taking out any Legacy offshore boat Member must pass the Level I water test.
 - C) **Level II – Twin Engine Class:** Prior to checking out a twin engine fishing vessel, Member must be certified on the Level II twin engine fishing boats. The concentration of this class is docking, maneuvering and operating twin engine boats. **Level II B Offshore Fishing Class:** This class is an optional instructional offshore fishing trip with a captain. This class does not impact certification but is both informative and enjoyable.
2. A Member must be present to check out a boat. Only certified Members may operate the boats. The boats may not be operated by guest. However, waverunners may be operated by guest who: a) is 21 and over; b) accompanied by a Member at all times; c) has completed the necessary paperwork making the guest a short term Member of the club; d) completed a waverunner orientation. Members may check out only one boat at a time but waverunners may be checked out two at a time.

3. Boating is allowed from early dawn to just before dark. No boating is allowed after dark. The online reservation system allows for “early launches” for fishing, and “late return” for the evening on pleasure boats however, the staff will not be available to assist Members outside of standard hours. Standard hours during the season are 8:30AM until 5:30PM, Tuesday through Sunday plus we are open all major summer holidays. Hours and days of operation are subject to change by location contingent on boating activity. Legacy holiday and off season schedule is posted on the Legacy website.
4. Cruiser boating is permitted from dawn to dusk. No boating is allowed after dark. On overnight trips, the cruiser must be moored, docked, or anchored by one hour before dusk and stay moored, docked, or anchored until daylight. Overnight trips are limited to one night.
5. FUEL & TIP: Members will be charged for fuel. Fuel cost is calculated as pump price plus 4.5% to cover associated cost for fueling the boat. To avoid confusion regarding tips, a tip for the dock hands will be added to each trip. The tip amount may increase from time to time to fit the norm of the current market. The fuel policy and associated cost is subject to change as the need arises. Fuel and tip will be charged to the members credit card on file.
6. OTHER SERVICES: Member may request special services such as catering, ice, bait, etc. to be added to the boat in which case a 20% surcharge will be added to the special order. Other services will be charged to the Member’s credit card on file.
7. HOME PORT: Member may change the election of their Home Port at any time conditional to the following: There’s availability at the new Home Port; if a Home Port is changed the Club Dues and Initiation Fee will be adjusted to the normal current rate for Club Dues and Initiation Fee at the new Home Port at the time of the transfer.
8. PETS: In the interest of keeping the boats in excellent condition, pets are not allowed on any of the Club boats.
9. SMOKING: Smoking is not allowed inside the cabin of any of the boats.
10. MINIMUM AGE: Member must be twenty five (25) years of age or over to join the Club.
11. WEATHER: If the weather turns inclement while you are out, return to the marina immediately or go to the nearest, safe shelter. If you reach shelter safely, notify Legacy of your position and situation using a cell phone. If an emergency situation does arise, call the appropriate governmental authority and/or Legacy from a cell phone. Members are required to bring a cell phone on the boat. Offshore boats are equipped with a VHF radio for use when out of cell phone range.

12. SAFETY: For Members' safety, Legacy reserves the right to cancel boating at any time due to weather conditions. If weather is inclement, please call before arriving at the Club to inquire about the status of the fleet. For safety reasons, Legacy will cancel offshore boating when a small craft advisory is posted on NOAA or if the wind is over 20 MPH. Additionally, Legacy reserves the right to cancel inshore boating if a small craft advisory is posted and inshore weather conditions present a safety hazard for Members.
13. TOWING: A Member is responsible for paying towing charges if: 1) the Member creates the reason the boat requires towing; or 2) the Member has exceeded the Club's distance limits without advising Legacy of the trip. If towing is required due to mechanical problems caused by normal wear and tear and the Member is within Club distance limits, Legacy will pay the towing charges. If the boat becomes disabled, call the Dock Manager immediately to alert him of your circumstance. Other than life saving emergency situations, a Member may not use Legacy boats to tow another boat unless an agent of Legacy gives permission.
14. RESERVATIONS are made using our online reservation system for advance reservations and calling the Dock Manager directly for same day reservations. The Club reserves the right to substitute, alter or cancel boats due to unforeseen circumstances. In addition the Club reserves the right to modify reservation protocols posted on the website and in this document for any reason. Membership (including all members) may reserve a total of three (3) calendar dates at a time and up to six months in advance. Advance bookings for major summer holidays are initially reserved as a half day but may be converted to a regular full day as the weekend approaches. Members are responsible for keeping their reservations and arriving on time. Cancellations are monitored by the Legacy staff. Members who make frequent cancellations are subject to being: 1) warned 2) suspended and 3) expelled from the Club and no money paid to the club is returned. Member must return watercraft to the same location where watercraft was checked out within Club hours unless otherwise instructed or permitted by the Dock Manager. Advance reservations may be made at Member's Home Port only. A Member has reciprocal privileges at all Legacy Boating Club locations on an as available basis. Member's use of reciprocal locations should not exceed 15% of total outings.
15. LATE CANCELATIONS AND NO SHOWS: As a courtesy to other Members, we ask that Members cancel reservations as soon as they know plans have changed. For same day cancellations text the appropriate location Club Manager by 10:00 AM. Members will be charged a fee for same day cancellations made after 10:00 AM and for NO-SHOWS. The amount of the fee is subject to change from time to time and Members will be notified.
16. MEMBER'S RESPONSIBILITY FOR WATERCRAFT; DAMAGE: The Member shall be responsible for any loss or damage to Legacy watercraft and accessory equipment including, without limitation, any damage to the boat's propeller, engine, lower unit, hull as a result of submerged debris, running aground, high speed shift, or any other reason from the time that such watercraft and accessory equipment is furnished to Member up to

and including the time of its return to Legacy, regardless of who was in actual physical custody and control at the time of the loss or damage and regardless of whether such loss or damage is covered by insurance. In the event insurance covers any loss, Member shall be responsible to pay any insurance deductible and applicable sales tax for said deductible. Currently, the deductible for Legacy insurance is \$3,900.00. Members are considered named insured on Legacy's liability policy and will be covered up to the limits of the policy which may change from time to time minus the deductible in the event the member is liable for a incident. For occurrences of power-train damage including engine, lower unit, outdrive, etc. Members will be held responsible for the entire amount and insurance claims will not be filed. The vessel is inspected by the Dock Manager prior to a Member's use and upon return. Any damage that occurs while in Member's possession will be noted and charged. Vessels returned at any time when there is no Legacy staff member present to check-in the boat including off season and after hour returns will be considered in the Member's possession until the staff returns to inspect the vessel. Some items, particularly damage to the engine (i.e., caused by entangling the prop and rope, or fishing line, running the engine at high rpm after a problem occurs, etc.) may not be noticed upon initial inspection. If damage is discovered after return of the vessel which was not immediately noticeable at check-in, the Member will be notified and if, in the sole discretion of Legacy, Legacy deems the Member to be responsible, the Member's credit card will be billed for all damage/cost incurred. Member may be denied boat usage until payment is received.

17. **RIGHT TO LIMIT USE OF CRAFT:** The Club reserves the right to limit Members use of specific vessel types indefinitely if in the sole discretion of the General Manager, Member has demonstrated unsafe operation of the vessel type. If Legacy believes the problem can be rectified by additional training, Legacy will arrange for additional training. Members will be charged accordingly for Captain's time and fuel required for additional training. An annual recertification on certain vessels may be required of Member. Member must pass the recertification to continue use of the vessel type.
18. **RESPECT FOR LEGACY VESSELS:** The Legacy staff and Members take pride in the cleanliness and quality condition of the Club's fleet. Normal cleaning is included in Members fee. However, at the sole discretion of the Dock Manager, if a vessel is returned in an extremely messy condition reflecting disrespect for the vessel and the Legacy staff, Member will be charged an appropriate cleaning fee.
19. **CARE OF FISHING VESSELS:** To keep non-fishing boats from being damaged by fishing equipment and free of fishy odors, a Member may not fish from a boat that is not specifically designated as a fishing boat. If you are not sure about a boat's usage, ask one of the Legacy staff. Member is required to conduct a basic wash down of fishing vessels while at sea before returning to port to remove blood and fish entrails from the vessel. Fishing boats are equipped with raw water wash down and a cleaning brush. This process only takes a few minutes and saves the Dock Hands hours of cleaning dried blood and fish entrails which are not easily removed from the deck, upholstery, and fish boxes. Additionally, as a courtesy, Member is required to remove all bait from the live well and drain the live well before coming into port. Fishing boats must be returned by

4:30 PM so the boat can be fueled and prepared for an early launch the following morning.

20. **MEMBER STATUS:** A Member's rights are for the prepaid use of Legacy watercraft only. Any "ownership" addressed in this agreement pertains specifically to the Member's own individual Membership. Nothing contained in this Agreement is intended or shall be construed as creating any voting rights or ownership interest, legal or equitable, in any of the watercraft or in Legacy Boating Club, its subsidiaries, its company equity, or assets.
21. **CLUB DUES:** Club Dues will be charged to the Members credit card on file on the 1st of each month. If the charges do not go through for any reason Member will be notified so the problem is corrected. Memberships with unpaid balance for Club Dues or any other fees due to the Club on the 15th of the month will be suspended. Membership may be reinstated with the payment of the past due Club Dues or other fees plus a 10% late charge or \$40.00 whichever is greater. Memberships with past due balances not paid by the end of the month will be terminated and the Club will follow the stated Remedies of Default written in the Rules and Regulations. Club Dues are subject to rate increases which will be determined by Legacy management from time to time based on the needs of the Club.
22. **LOCATION:** If use of a Legacy port location becomes impracticable for any reason, Legacy's only obligation to Member is to use its best efforts to provide the closest existing Legacy location as an alternate use facility.
23. **COMPLIANCE WITH LAWS AND ORDINANCES:** A Member shall comply with all applicable governmental laws, ordinances, orders, and regulations now in force or which may hereafter be enforced 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 Legacy and the rules and regulations of any marina or other docking facility in which Club watercraft are located.
24. **RIGHT TO LIMIT PARTICIPATION IN UNSAFE BOATING EVENTS:** In order to protect the quality of the fleet and reduce damage to vessels, the Club reserves the right to restrict use of Club vessels in any boating event that is generally characterized by local authorities as exhibiting excessive consumption of alcohol, reckless boating, mass rafting of vessels, use of drugs, reckless party atmosphere, etc.
25. **MEMBER CONDUCT:** Member is expected at all times to display proper and courteous conduct toward other Members, other boaters and employees of Legacy.
26. **GUESTS:** The Club encourages Members to bring guests but reserves the right to control usage by guests in the event that the guests, in the sole and exclusive discretion of Legacy staff, are acting in a suspicious, improper or potentially dangerous manner.
27. **FIREARMS/CONCEALED WEAPONS:** Firearms and/or concealed weapons are strictly prohibited on any of the Club boats.

28. **ALCOHOL AND DRUGS:** Legacy reserves the right to prohibit a Member from operating a boat, if in the sole opinion of an agent of the Club, the Member appears to be in such condition as not to be able to operate the boat in a safe and prudent manner, including but not limited to intoxication. Any violation of the law and/or U. S. Coast Guard/DNR/FWC regulations by a Member using a Legacy watercraft will result in suspension or termination of Membership. This includes but is not limited to, abuse of alcohol and/or drugs, BUI (Boating Under the Influence), reckless driving, wake zone speed violations, etc.
29. **DEFAULT:** Any of the following shall constitute events of default with respect to this Agreement: (a) any failure by Member to pay when due the full amount of any payment due under the terms of this Agreement or any deferred payment under obligation, debt installment, or other charge hereunder, including, but not limited to; Member's Club Dues Member Initiation Fee; Member's charges for fuel, sundries, and tips (b) any breach by Member of any covenant or obligation on the part of the Member pursuant to this Agreement; (c) failure of Member to abide by and adhere to these Rules and Regulations, or the rules and regulations of the marina where the Club's watercraft are docked, or any laws of any kind (including, without limitation) any state or federal laws, as now in effect or as hereafter published or amended from time to time or; (f) the failure or inability of the Member, as demonstrated to the Club in its sole judgement reasonably exercised, to operate the watercraft 1) in a safe, alert, and cautious manner, 2) exercising due caution to protect the boat and engine from damage or if problems occur from compounding the damage, and 3) within any operational requirements or limitations published by the Club with regard thereto, or Member's use of the Club's watercraft in any manner posing a nuisance upon the seas or a substantial risk of personal injury and/or property damage. No waiver or indulgence by the Club with respect to any given default shall constitute a waiver of the Club's rights with respect to any subsequent default or breach.
30. **REMEDIES ON DEFAULT:** Upon the occurrence of any event of the default at all times, the Club may, at its option and upon the sole discretion of an authorized Legacy agent, address any violation(s) of these Rules and Regulations, by means of any and/or all of the following methods in no particular order depending on the remedy warranted based on the severity of the violation, as follows: (a) call a meeting with a Member to discuss the Rules and Regulations and the specific violation by the Member (b) Member may receive a letter of warning mailed to Member at Member's last known address or emailed to Member's last known email address. (c) Member may be suspended from use of the Club (d) Member may be expelled from the Club with no return or refund of any monies paid toward the Club Membership and Member may be subject to criminal charges and/or fines. In case of any monetary default, Legacy may terminate this Agreement, and declare any and all of any portion of the Club Dues and/or Initiation Fees and any Club related charges accruing thereon to the date of default, and all dues, insurance deductibles, damages and other charges that have been accrued, to be immediately due and payable, in which case said indebtedness shall bear interest at the highest interest rate allowed by law on its unpaid balance from the date of such default. In the case of

non-monetary default Legacy may terminate this Agreement and all Membership rights of Member hereunder; in which case the Club shall be entitled to retain as liquidated damages and not as a penalty, all sums theretofore paid to the Club by Member pursuant to this Agreement. The Club shall have and retain all legal and equitable remedies available in the event of any default and shall take any such judicial action needed at its sole discretion. In the event of any legal proceedings brought by any party to construe or enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, and Member hereby agrees that the exclusive venue of any and all such legal proceedings shall be in Okaloosa County, FL irrespective of the residence elsewhere of any other party, and all parties consent to personal jurisdiction in such venue and waive any claim of forum non-convenien.

31. REISSUE PROCEDURE:

- A) The Club must receive in writing Members intent to Reissue their Membership.
- B) Member must have been in the club 10 years from the effective date of the Membership Agreement.
- C) The Member's Membership must be paid in full and the Member must be current in the payment of all monies owed Legacy and in good standing with the Club. New Member will not receive any value for Club dues paid by the original Member nor will Member be eligible for any kind of refund for Club dues paid. The selling Member may not receive any commission, kickback or compensation of any sort from the buying Member.
- D) Upon written approval from the Club, Member may present a candidate to be considered for Membership to the Club. The Membership may NOT be advertised or marketed by the Member by any public method.
- E) The candidate must be a suitable person to join the Club, as determined by the General Manager, in the General Manager's sole and absolute discretion
- F) If the Membership meets the Club reissue eligibility requirements then the Club will set the resale price at the then current advertised rate for Initiation Fee.
- G) When Member supplies a suitable candidate for membership and upon the resignation and reissue of Member's Membership to a new Member in the Club, Member will receive (50%) of: (a) the amount paid for Initiation Fee by the new Member OR (b) (50%) of the original amount of Initiation Fee paid by Member upon joining the Club whichever is the lesser amount.
- H) Club Dues for the reissued Membership will be equal to the current price of the Club dues generally posted on the Legacy website at the time of the reissue. New Member will not receive any value for Club dues paid by the original Member nor will Member be eligible for any kind of refund for Club dues paid.
- I) In the event of death of Member and Co-Member, the Membership may be transferred to a designated single named beneficiary. Club dues will equal the current cost of Club dues at the time of the reissue. The designated beneficiary must be at least 25 years of age and deemed suitable to join the Club as determined by the General Manager. This consideration is in the General Manager's sole and absolute discretion. An administration fee will be charged to cover the cost of registering a new member.

- J) At any time Member may transfer the membership to one (1) adult child age 25 and over. The transfer will need to be approved by the General Manager. An administration fee will be charged to cover the cost of registering a new member.
- K) Any reissue of Membership which does not follow the rules governing reissue shall be void.

32. LEGACY'S EXCUSE FROM PERFORMANCE; FORCE MAJEURE: Legacy shall be excused from performance or any delays in performance hereunder, due to fire, flood, earthquakes, hurricanes, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor disputes, epidemic, lack of or failure of fork-lift or transportation facilities, mechanical breakdowns, any law, order, proclamation, regulation or ordinance of any government of subdivision thereof, or for any other cause whether similar or dissimilar to those enumerated, beyond the reasonable control and without the fault or negligence of Legacy.

33. MAKES, BRANDS, MODELS, AND STYLES OF THE FLEET: Legacy reserves the right to make changes to the makes, brands, models, length, and styles, of the fleet at any time and for any reason.

34. DESIGNATION OF CLUB: Legacy will be the sole designator of the specific locations of the Club's watercraft. Legacy retains the right to add additional watercraft and office locations.

35. PERSONAL INJURY AND DAMAGE TO PROPERTY: Member acknowledges that the use of watercraft may involve risk of injury to person and damage to property. Members shall be strictly responsible for the safe use of any of Legacy's watercraft. It is further understood by Member that injury caused by other watercraft, wakes, and water sports, (including but not limited to swimming, diving, snorkeling, water-skiing, knee-boarding, tubing, etc.), are events for which Legacy is not responsible. Accordingly, Member agrees to indemnify and hold harmless Legacy and its officers, directors, Members, employees and agents from and against any claims, damages and costs of defense arising out of or relating to Member's use of Legacy watercraft, or otherwise caused or claimed to be caused by Legacy watercraft, or during the time it is checked out to Member.

36. LIMITATION ON WARRANTIES AND LIABILITY: Legacy makes no representation or warranties, expressed or implied, except those included in this Agreement. In particular, without in any manner limiting the foregoing, Legacy makes no representations or warranties as to the qualities, capacities, or other attributes of any of the watercraft the use of which will or may be furnished to Member pursuant to this Agreement and any such representations or warranties which may be made or upon which Member may rely are exclusively those of the manufacturers of said equipment. Legacy shall not be responsible or liable at any time for loss or damage to personal property brought by a Member, or any of Member's family, guests, invitees, or third party aboard Legacy watercraft used by Member. Legacy shall not be responsible or liable to Member for any defect, latent or otherwise, in any watercraft or any equipment,

appliances, or apparatus utilized in connection with such watercraft, nor shall Legacy be responsible or liable for any injury or damage caused by or resulting from any defect, act, or omission in the construction, maintenance, operation, or use of any watercraft, or any equipment, fixtures, appliances, or apparatus utilized in connection with such watercraft. **THUS, MEMBER AND ALL GUESTS OF MEMBER DOES HEREBY WAIVE AND RELEASE ANY CLAIM AGAINST LEGACY, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS FOR ANY DAMAGES TO PERSONS OR PROPERTY EXCEPT FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LEGACY, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS.**

37. ALL SUMS PAID BY THE MEMBER PURSUANT TO THIS AGREEMENT, WHETHER BY WAY OF DEPOSITS, INSTALLMENT PAYMENTS, MEMBERSHIP FEES, OR OTHERWISE, ARE NON-SALEABLE (OTHER THAN AS CONTAINED IN THE PROVISIONS FOR REISSUE) AND SHALL NOT BE SUBJECT TO CLAIM FOR REFUND FOR ANY CAUSE WHATSOEVER.
38. ASSIGNMENT OF PROCEEDS: The Club may assign its right to receive any deferred payment obligations or dues or any other sums which may be due or become due to the Club pursuant to this Agreement. Upon written notice to Member of any such Agreement, all sums thereby assigned shall be payable directly to the assignee at the address designated.
39. DOMESTIC PROCEEDING: In the event of divorce the Membership will be treated as an asset. Membership must be assigned to either the Member or Co-member but not both. Whoever is assigned the Membership may add their spouse as a Co-member if they remarry.
40. NO COMMERCIAL USE OF BOATS: Member may not use the boats for commercial purposes such as fishing charters, chartered tours, guided fishing trips, rentals, etc.
41. DRIVING RECORD: At the request of our insurance provider, Legacy reserves the right to periodically require MVR checks on Members and trained operators. Legacy reserves the right to address information with Member should MVR be unacceptable under our Club insurance guidelines
42. RIGHT TO DISCONTINUE MEMBERSHIP: If for any reason a Member is deemed as unsuitable for Club Membership, Legacy at the sole discretion of the Managing Partner or authorized agent, reserves the right to refund all, part or none of the amount of Initiation Fee paid by the Member regardless of whether monies were paid directly to the Club or the Membership was purchased and paid through a third party, and discontinue the Member's Club privileges and Membership.
43. CURRENT RULES AND REGULATIONS: Member agrees to abide by the Rules and Regulations promulgated and modified by Legacy from time to time. Rules and Regulations shall become effective upon adoption by Legacy, and notice of such

adoption shall be posted on the “Member’s Only” section of the Legacy web site and identified as “Membership Rules and Regulations”. It is the Members responsibility to keep current on the Club’s Rules and Regulations.

44. **BINDING EFFECT: ENTIRE AGREEMENT; MODIFICATIONS:** If any provision of this Agreement shall be invalid; the remainder of the Agreement shall not be affected thereby. This Agreement is binding upon the parties hereto and their heirs, legal representatives, successors, and permitted assigns, and shall be governed by Florida Law. This Agreement contains the entire understanding or writing, which are merged herein and extinguished. This Agreement may only be amended or modified by written instrument signed by Legacy and all parties designated herein as Member, except that Rules and Regulations may be changed from time to time as set forth in paragraph above titled Rules and Regulations.

MEMBER NAME _____

Signature: _____ **Date** _____

CO-MEMBER NAME: _____

Signature: _____ **Date** _____



MEMBERSHIP ACKNOWLEDGEMENTS:

I understand that Legacy is a shared use concept and reservations are made on a first come first serve basis.

I agree to operate any and all Legacy Boating Club watercraft in accordance with all Legacy Boating Club, U.S. Coastguard, DNR, state and federal rules and regulations.

I have the financial capacity to enter into a Legacy Boating Club Membership and acknowledge that it creates no undue financial burden.

I have been given a copy of the Legacy Boating Club Rules and Regulations. I understand them and agree to abide by them and by the Legacy Boating Club Rules and Regulations as may be modified from time to time and posted on the "Member's Only" section of the Legacy website.

I understand that no guests are allowed on Legacy Boating Club's watercraft without being accompanied by me.

I understand that the privileges of use of Legacy Boating Club's watercraft are personal and are not to be used commercially.

I understand that only those representations of Legacy Boating Club that are in writing apply to my Membership.

I enter into this Agreement of my own free will.

I understand that I will be required to pay Club dues and fees in the amount stated in my contract.

I understand that all monies paid are non-refundable, and I am totally responsible for any balance due to Legacy Boating Club.

MEMBER NAME: _____

Signature _____ Date _____

CO-MEMBER NAME: _____

Signature _____ Date _____