

MEMBER INFORMATION

Member # _____

First Name _____

Last Name _____

Phone Number _____

Email _____

BOAT CLUB

INCLUDES:

- ✦ 16 Hours NO Charge Rentals
- ✦ 50% OFF Rental Rates for the Season

BOAT CLUB FEES

*Fees and services may change without notice

\$1,945.00
Fee

\$97.25
GST

\$2,042.25
Total

2020 / Term

AGREEMENT TERMS

This Boat Club Agreement (“**Agreement**”) is made this _____ day of _____, 20____ between the Kelowna Yacht Club and a Member of the Kelowna Yacht Club.

TERM AND CONDITIONS

- ✦ **Termination by Kelowna Yacht Club for Cause.** Without further notice, Kelowna Yacht Club shall be entitled to terminate this Agreement with no further notice to the Member in the following circumstances:
 - a. the Member, or the Member’s family, guests or invitees, violating any other term of this Agreement, Club bylaws, or policies.
 - b. improper use of the equipment operation without the appropriate safety requirements.
 - c. miss use and not complying to local and provincial guidelines.
- ✦ **Termination by Kelowna Yacht Club Not for Cause.** Notwithstanding anything else herein to the contrary, Kelowna Yacht Club shall be entitled to terminate this Agreement at any time without cause by providing the Member 10 days’ notice and a refund of any Boat Club fee paid which is applicable to the period of time after this Agreement is terminated.
- ✦ **Payment.** Boat Club fees are due upon the Member and Kelowna Yacht Club entering into this Agreement immediately.
- ✦ **No Refunds.** All Boat Club fees paid hereunder, are non-refundable except as specifically set out herein.
- ✦ **Environmental Contaminants.** The Member shall read, understand and adhere to the Club’s Environmental Policy.
- ✦ **No Interference.** The Member shall not conduct him/herself in a manner that is detrimental to the safety or the quiet enjoyment of Kelowna Yacht Club premises by others.

GENERAL

1. **Boat Rental Agreement.** The Member will be required to complete a rental agreement and safety checklist prior to each rental booking.
2. **No Assignment.** This Agreement is not assignable or transferable by the Member.
3. **Time of the Essence.** Time is of the essence of this Agreement.

SIGNATURES

The Member shall ensure that the Member's family, guests and invitees comply with the terms of this Agreement. The Member shall and does agree to indemnify and save harmless Kelowna Yacht Club, Members, Directors, Volunteers, Staff, and agents from and against any and all i) liabilities, lawsuits, claims, costs and damages (including lost revenue, consequential damage, interest, penalties, fines, monetary sanctions); ii) expenses incurred or suffered by Kelowna Yacht Club (including amounts paid to lawyers, accountants and engineers) by reason of, resulting from, in connection with, or arising in any manner whatsoever out of the breach of any term contained in this Agreement. This indemnification shall remain in full force and effect notwithstanding the expiration or other termination of this Agreement.

EACH OF THE PARTIES, WISHING TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT, HAS PLACED THEIR SIGNATURES BELOW AS OF THE DATE OF THIS AGREEMENT. THE UNDERSIGNED MEMBER, BY SIGNING BELOW, ACKNOWLEDGES HAVING READ, UNDERSTOOD AND AGREED WITH ALL THE TERMS, CONDITIONS, AND PROVISIONS OF THIS AGREEMENT.

Kelowna Yacht Club
Per:

Signature of Member

Authorized Signatory