

**NORTH LIGHT YACHT CLUB
HURRICANE PROTECTION PLAN**

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www.NorthLightYachtClub.com

Annual Membership Dues: \$750.00 plus tax.

Definition:

A limited opportunity for membership in a hurricane club providing inside dry storage during Hurricane Season accommodating power boats of 20 feet to 40 feet. Weight and size restrictions apply.

Membership Agreement

PURPOSE: The purpose of the club is to provide priority haul out services to assist vessel owners in protecting their vessels during a hurricane or tropical storm.

MEMBERSHIP: Members will be entitled to three (3) haul-outs in the event of a pending tropical storm or hurricane during one membership season. Annual dues are \$750.00 plus 6% sales tax and expire on November 30th, 2010. For storm haul outs beyond the three (3) covered in this plan, additional charges of \$200.00 per haul out and launch plus a minimum of two (2) lay days will apply. Owners are responsible for notifying North Light Yacht Club of any change in vessel ownership and updating emergency contact phone numbers. Memberships are Non-transferable to another owner and membership dues are NOT refundable.

ANNUAL MEMBERSHIP PERIOD: May 1st to November 30th, 2010.

MEMBER DEFINITION: Membership is by owner with a specified vessel. Annual membership continues with the owner, not the vessel.

TIMING OF HAUL-OUT: When NOAA Weather Forecast Service declares the area from 50 miles to the East and 75 miles to West of Destin, Florida, to be in a hurricane or a tropical storm watch area with a 50% predicted or higher landfall probability, members will contact North Light Yacht Club to schedule a haul out. Members are encouraged to bring the vessel a minimum of 48 hours prior to the predicted strike time. Management has the sole discretion as when to discontinue the haul out of vessels and members should not wait until the day of or risk the chance of the vessel not being hauled out.

INDEMNIFICATION AND HOLD HARMLESS: Members agree to hold harmless and indemnify North Light Yacht Club, its employees, shareholders, and agents from and against all claims for damage to a member's vessel that may result from North Light Yacht Club and Coastal Marina Managements discretionary decisions regarding haul-outs during any storm. In addition, the member agrees to indemnify and hold harmless North Light Yacht Club and Coastal Marina Management for damage caused to member's vessel by wind, wind driven rain, rising water, storm surge, and other conditions or circumstances associated with any tropical storm. This agreement is for storage inside the dry storage barn and North Light Yacht Club cannot guarantee that hauling out a member's vessel will prevent the vessel from sustaining significant damage as a result of such a storm. Securing the vessel after being placed on a rack becomes the member's responsibility.

DISCLAMERS:

- All boats must be physically inspected by the Marina Manager prior to being hauled out for hurricane storage.
- If in Marina Manager's sole opinion it is unsafe to haul a boat for any specific reason during a storm event, Manager has the authority to refuse haul out at their discretion. (Examples: New modifications to the vessel, changes in weight distribution, etc...).
- All and any sail boats or wooden boats will be refused haul out.
- Any and all boats in an unsafe condition will be refused haul out.
- All vessel bottoms must be clean and free from any growth.
- All boats are required to arrive and depart North Light Yacht Club under their own power.
- No electrical hooks up will be permitted while the vessel is at North Light Yacht Club.
- Any and all perishables must be removed prior to haul out.
- All boats must be hauled out by the forklift forks, No straps or slings.

POST HURRICANE LAUNCHING: The timing to launch vessels after a hurricane threat is over is at the sole discretion of Coastal Marina Management and North Light Yacht Club. However, launching will be accomplished as quickly as is practicable. Failure to remove your vessel when launch process commences will result in additional charges for relocating and securing boat elsewhere.

CHANGES TO THE CLUB AGREEMENT: This agreement is renewable annually. Coastal Marina Management and the North Light Yacht Club agrees to only make changes to the agreement prior to the commencement of annual membership period, which changes shall go into effect in the succeeding membership period. Should any change in ownership of the North Light Yacht Club occur, the new owners will be obligated to honor the terms of this agreement for the remaining period or refund, in full, the members' dues without any pro-ration.

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The cost for this service is \$750.00 per Annum, for the one (1) season period, chargeable to the following credit card:

_____ card # _____, exp date:
_____ of _____.

AGREED TO:

Vessel Owner – Please Print Date

Signature

Address, State and Zip

Vessel Name Make Length

Please list all emergency contact information:

Phone Number Fax Number

Cell Number Alternate Cell Number

E-mail address

North Light Yacht Club Representative Date