

North East River Yacht Club, Inc.

2012 Membership Agreement

This AGREEMENT sets out the privileges and obligations of Full Voting Membership of the North East River Yacht Club, Inc. (“the Club”), a Maryland non-stock Corporation currently operating as a 501(c)(7) non-profit corporation, located at 80 Bayside Drive, North East, MD 21901.

The object of the Club is to encourage the sport of yachting, to promote the science of seamanship and navigation, to provide a suitable Clubhouse, anchorage, and piers for the use of its boating members, and to provide facilities for the recreation and social activities of all its members, both boaters and non-boaters.

Under the terms of this agreement, dated _____, 20____,

I _____ (“the Member”) whose address is:

by signing this document, agree to the following:

1. Voting Rights

Payment of the annual membership dues purchases from the Club one (1) Full Membership which includes:

- a Club Membership card
- listing in the Roster of Full Members
- the use of any and all Club facilities
- the privilege of renting a slip or mooring (as defined by the extant Slip and Mooring Policy and Procedures Manual)
- participation in any and all Club social functions, and
- the privilege of holding office in the Club.

These privileges extend equally to both spouses of a married couple (or to a couple who share a bank account and common address), except that the Membership

- may cast only one vote at meetings of the corporation on matters requiring Member approval
- may have only one representative on the Club’s Board of Governors, and
- may rent only one slip in the Club’s marina.

The Club extends these privileges to a Member’s dependent children under the age of twenty one (21), except the right to vote or hold Club office.

2. Rights of Member: Receipt of copy of current By-Laws

By signing this Agreement, I, the Member, acknowledge receiving a copy of the current By-Laws of the Club. My signature indicates that I have read the By-Laws and agree to abide, and be bound, by these By-Laws.

3. Obligation of Member: Consequence of non-compliance

I, the Member, understand that failure to comply with the By-Laws and with all extant Club Rules and Regulations may result in the Club's taking action as it, or its By-Laws, determines to be appropriate. Such action may include, but is not limited to one or more of the following:

- suspension of voting and other rights afforded to Full Members
- revocation of the Member's right to participate in Club events or use Club facilities
- mandatory forfeiture of Member's membership card and deletion from the Members' Roster.

4. Obligation of Member: Failure to pay annual membership dues, fees, etc.

Members are required to pay annual dues, slip rentals, assessments, etc. as determined by the Club's Board of Governors. Payment of membership dues must be made by January 1 of each year. If annual dues are not received in full by January 31st or if a Member's indebtedness to the Club extends to 60 days, Member shall be considered to be in default. Such default shall trigger automatic revocation of the Member's membership in the Club.

By signing this document, I, the Member, agree that non-payment of annual dues by January 31st constitutes a resignation from the Club and cessation of Member rights and privileges. I waive all rights of redress.

Other indebtedness to the Club, such as food and dining charges, slip and mooring rentals and assessments, which are unpaid 90 days from first billing, shall cause the Member to be automatically expelled from the Club by the Board of Governors, unless the Member initiates, in advance, special payment arrangements with the Administration Chairperson and Treasurer.

Should a Member be expelled for non-payment of fees and charges, the expulsion does not satisfy the Member's debt. The Member grants the Club the right to use all legal means to collect monies owed to the Club and acknowledges that the Club has the right to add to the original debt interest at the legally permissible rate and any direct costs incurred in attempting to collect the debt.

In each case, the Member is responsible for the debts incurred by any person listed in the Member's application for Club membership.

5. Member Rights in Club Assets, including real estate and improvements

In the event of forfeiture of the corporation's charter or if the corporation dissolves, the Club's assets will be distributed according to Maryland statutes governing Maryland non-stock, non-profit corporations. The statutes allow for a Distribution Plan spelled out in the corporation's By-Laws. This plan is contingent upon satisfaction of all the corporation's liabilities and obligations.

I, as Member, acknowledge and warrant that I have no claim to the ownership of the Club's assets beyond that described for Full Members in the Distribution Plan in the Club's By-Laws. I waive any and all rights to real estate, improvements and other Club assets except as specifically described in the current By-Laws.

6. Information Release

Members must provide valid contact information (including mailing address, phone number and, if possible, email address) for use by the Club's management. This information will be published in the Club's Roster of Members, together with the Member's name and the names of family members listed in the application for membership. The information may also be made available online for the convenience of all Members.

IF YOU WISH TO HAVE PERSONAL INFORMATION EXCLUDED FROM SUCH PUBLICATIONS, PLEASE INDICATE BY CIRCLING THE APPROPRIATE ITEM(S) BELOW AND INITIALLING THE FORM WHERE INDICATED:

DO NOT PUBLISH:

- My name
- My family members' names
- My address
- My phone number
- My email address
- My boat information

Member's Initials: _____

7. Disclosure Release

From time to time, Members, their family members and guests may be photographed while attending Club events or while in public areas of the Clubhouse or grounds. By signing this Agreement, I, the Member, acknowledge that we may be included in photographic or other form of electronic imaging and that the images or other likenesses may be published in Club media or placed on the Club website.

I hereby release and agree to hold harmless the North East River Yacht Club, Inc., its Board of Governors and fellow Members from any damages or claim of damages arising from the use or publication of such images and other likenesses of me, my family members listed on my Application, and my guests.

Member's Initials: _____

8. General

This Agreement constitutes the entire agreement between the Member and the Club and may not be changed or modified except by a written amendment to the Agreement signed by both parties. It is not assignable.

This Agreement shall be governed by, and considered in accordance with, the laws of the State of Maryland. The Member and Club agree and consent that the courts of Cecil County, Maryland shall have exclusive jurisdiction over any actions arising from, out of, or with respect to, this Agreement.

SIGNED:

Member: _____

Print Name: _____

Member Spouse/Partner: _____

Print Name: _____

For the North East River Yacht Club, Inc.:

_____ Title: _____

Print Name: _____