

**Another Day in Paradise Boat Club, LLC
D/B/A Freedom Boat Club of Tampa Bay (FBC)
150 Rainville Rd., Tarpon Springs, FL 34689 (727)940-3408**

RULES AND REGULATIONS - MEMBERSHIP AGREEMENT

In presenting these Rules and Regulations to you, our Member, we have three primary responsibilities that we uphold to the best of our abilities: your safety, the safety of others around you and the effective preservation of our company and its employees. These are the factors that were and will continue to be paramount in our adaptation of these Rules.

1. A Member of FBC must be 21 years of age, have signed the contract, and have successfully completed the New Member orientation all prior to being allowed to reserve or operate club boats. Member's account must be current, and Member must follow all Agreement terms and Rules and Regulations in order to place a reservation. FBC may prohibit a Member from reserving or operating a FBC boat or may terminate the membership, in the sole discretion of FBC, if any of the following occur:
 - A) Member's account is delinquent
 - B) Misuse of alcohol or drug use (see Rule #2 below)
 - C) Member has used language or has behaved in a manner which is unbecoming to the FBC Member, his party, FBC employees or is consistently discourteous in demeanor.
 - D) Frequent boating mishaps or reckless operation
 - E) Failure to adhere to the Rules and Regulations
 - F) Member engages in a business or activity injurious to Freedom Boat Club.
2. **Operation of a boat while under the influence of alcohol or any other drug is strictly prohibited. It may result in serious injury to others and damage to the boat or to other boats. Our insurance coverage severely restricts coverage in such instances where alcohol/drugs are involved.**
3. **MEMBERSHIP BOAT RESERVATION PRIVILEGES:** A **weekday** boating reservation is defined as one usage any time during the daily weekday hours of 8am until 30 minutes prior to sunset. A **weekend** boating reservation is defined as one usage during the weekend hours of 8am until 12pm (1pm during Daylight Savings Time) or 1pm (2pm during Daylight Savings Time) until 30 minutes prior to sunset. Member shall have unlimited yearly reservations; however, a member may not have more than four advance reservations at any given time. Reservations may be scheduled up to six months in advance. Boats may be reserved on weekends for both Saturday and Sunday. Both a morning and an afternoon reservation may be booked on the weekend day chosen. Selection of dates and boats are subject to availability and must be reserved by Member in accordance with these Rules. Scheduling will be handled on a first-come, first-served basis. Two Co-Members on any Plan cannot reserve two different boats on the same day during the same reservation period just as a single Member cannot. Failure to use boats shall not relieve Member of any liability for payments due

FBC.

4. **ADDITIONAL MEMBERSHIP BOAT RESERVATION PRIVILEGES:** Member shall have unlimited use of FBC boats on an as-available, stand-by, same-day usage basis, except on days when FBC is closed. Member may call the dock manager on the morning of desired use to check availability. FBC will be closed: Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. FBC is also closed on its Employee Meeting days. FBC retains the right to move, add/or reduce boats and FBC club locations. FBC also retains the right to close a location on certain days due to inclement weather or reduced seasonal operational hours.
5. **RESERVATIONS can be made MONDAY THROUGH FRIDAY, 9:00 A.M. - 5:00 P.M. through the main office or anytime through our Internet Reservation system. Reservations for Saturday and Sunday must be made by the dock in which you are requesting a boat from.** FBC reserves the right to substitute, alter, or cancel boats that are reserved or scheduled by a Member. If you anticipate arriving at the dock later than one hour after your scheduled reservation time, you must call the dock and alert them to your delayed arrival. If you fail to provide timely notification your reservation may be assigned to another member. Failure to cancel your reservation will result in a \$50.00 processing fee. A one-gallon fuel surcharge will be assessed for every outing to cover the processing fees for the transaction; all fuel should be paid for upon return to avoid a \$10 refueling fee.
6. **Altering fuel and/or hour meters on vessels will result in a \$50.00 fee. It is imperative that all gauges are not tampered with in any way.**
7. **FREEDOM BOAT CLUB OF TAMPA BAY OVERNIGHT POLICY:** Overnight request forms must be submitted to Operations, at least 48 hours in advance, for approval. They must include a location no further than 10 miles from the nearest Freedom Boat Club of Tampa Bay location (Anna Maria Island and Bradenton are just outside this limit.) The form must be presented to the dock master prior to departure, with the authorized signature. This policy is for the safety of our members, our boats, and our staff who may be called upon to render assistance after normal operating hours for such endeavors. All FBC boats must be secure at a dock from sunset until sunrise. There will be a \$10.00 refueling charge plus the cost of fuel for boats returned after normal dock hours.
8. **FRANCHISEE BOAT USAGE:** Franchisees of FBC are independent businesses that pay a royalty to FBC to use the Freedom name. Effective June 1, 2009 the reciprocal boat usage agreement between FBC and its Franchisees allows **year-round Members only** to use Franchise locations on an as-available basis four boat uses each year. Members are now able to make reciprocal reservations directly in the reservation system for any FBC location. Reciprocal reservations count towards members rolling reservations. **When reserving or using FBC Franchise boats, member agrees to abide by individually owned FBC Franchise Rules and Regulations which may be different than these Rules and Regulations.**
9. **BOAT USAGE PRIVILEGES:** Before and after boating, a Member must complete the Check Out procedure. Members are expected to return the FBC boat at 30 minutes prior to sunset or either by 12pm (1pm during Daylight Savings Time) unless other arrangements have been previously made

through the main office. If members return a boat late, FBC will charge a late fee of \$150.00 for the first infraction; \$300 for the second and suspend membership for the third. Members cannot take any FBC boats into the Gulf of Mexico beyond a shoreline limit of 25 miles and then only after having successfully completed the offshore orientation (10-mile limit if boat does not have a VHF radio). Other than designated offshore fishing boats, Members cannot take a FBC boat into the Gulf of Mexico without permission from the dock manager on duty the day of boating. It is the Member's responsibility to return a fishing boat in the same condition as when the boat left the dock, i.e. in shipshape condition. Fish may not be cleaned on board any FBC boats. FBC boats may not be used for any commercial purposes. Water-sports activities such as water-skiing, knee boarding, wake boarding and tubing are only allowed from specific FBC boats. A "WS" indicator on the fleet list or the FBC website descriptor for each boat denotes approved water-sports boats. If unsure, check with the reservationist or with your dock manager.

10. RESPONSIBILITY FOR BOAT: The Member shall be solely and exclusively responsible for any loss or damage to FBC boat and accessory equipment from the time that such boat and accessory equipment is furnished to Member up to and including the time of its proper check in to FBC. At no time, shall Member allow anyone other than a Member to operate any FBC boat. By virtue of FBC's Hull & Machinery insurance coverage, in which each Member is an additional insured, a Member's liability to FBC is limited to the greater of \$2500.00 for each boat damaged per incident (plus sales tax per boat per incident). **If alcohol/drugs are contributing factors in an accident there is no deductible, member is fully responsible.** Any damage that occurs while a FBC boat is in Member's possession will be noted and charged at check-in. However, some items, particularly damage to the engine (i.e., caused by entangling the prop in rope or fishing line, running the engine at high rpm after a problem occurs, etc.), may not be noticed at the time of check-in. If damage is discovered after check-in, and FBC deems the Member to be responsible, the Member will be billed for all damage/cost incurred by FBC to restore the FBC boat to the same condition as originally delivered to Member. At FBC's sole discretion, Member may be denied boat usage until payment is received for any damage to a FBC boat. In addition, FBC may require the Member to attend a meeting to discuss the damage, and FBC, at its sole discretion, may take any action deemed necessary, including suspension or termination of membership.
11. TOWING: FBC will be responsible for reasonable towing charges as defined as covered by the \$60.00 annual fee, this includes the first two instances necessitating towing within a Member's anniversary year. Member is responsible for any towing charges outside the regularly accepted towing limit of twice per year and any towing charges incurred outside of FBC's towing area; these prices will be determined by the tow company in that geographic area. Member is responsible for all towing charges outside of the 25-mile Gulf of Mexico shoreline limit. Member is required to arrange all tow services through the location they originated from. It is Freedom Boat Club's responsibility to assess the towing case and recover watercraft. If Member should call any third-party towing services, Member will be responsible for all costs accrued. Please request information on our \$300.00 Peace of Mind coverage from your Training Captain or Membership Executive.
12. INJURY AND DAMAGE TO PROPERTY: Member recognizes that the operation of any boat is a specialized activity that requires training and experience and has both obvious and non-obvious dangers associated with it. Member acknowledges that many such dangers produce risk of injury to Member, Member's passengers, and the public in general regardless of the training and experience of the operator of the boat and regardless of the proper maintenance and condition of the boat. Accordingly, Member knowingly accepts sole and exclusive responsibility at all times for the safety

of all persons and property on board the FBC boat, and all persons who may come in contact with the FBC boat, including Member, Member's passengers and the public in general. For purposes of personal injury claims, a Member is deemed automatically to be additional assured on FBC's Hull & Machinery and Protection & Indemnity policy(ies) subject to the Co-Assured Clause and will be afforded the same coverage and protection afforded FBC under such an insurance policy. **MEMBER ACKNOWLEDGES THAT FBC'S INSURANCE COVERAGE IS FOR THE MEMBER AND GUESTS ONLY WHILE THE MEMBER IS OPERATING (PILOTING) THE BOAT. INSURANCE COVERAGE DOES NOT APPLY IF ANY NON-MEMBER IS OPERATING A FBC INSURED BOAT DURING AN ACCIDENT. MEMBER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD FBC, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ALL CLAIMS, LOSS, DAMAGE, EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS AND EXPENSES OF LITIGATION) FOR INJURY OR LOSS OF ANY SORT INCLUDING BODILY INJURY, DEATH, PROPERTY DAMAGE OR OTHER LOSS OF ANY KIND OR NATURE WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PATENT OR LATENT ARISING FROM OR RELATING TO THE USE OR OPERATION OF AN FBC BOAT IN VIOLATION OF THE MEMBERSHIP AGREEMENT OR THESE RULES AND REGULATIONS. THIS RELEASE AND INDEMNIFICATION OF FBC, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL EXTEND TO ANY INJURY OCCASIONED WHOLLY OR IN PART BY ANY ACT OR OMISSION OF FBC, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS.** Member further understands and acknowledges that FBC is not responsible for death, injury or property loss or damages resulting from or arising out of (i) the acts or omissions of any third parties or (ii) Member's operation of the boat and related water sport activities, including without limitation, swimming, diving, snorkeling, water-skiing, knee boarding, wake boarding and tubing. Only specific FBC boats allow for these water-sports activities. The member shall hold FBC harmless and shall indemnify FBC against any claims by any persons arising from such water sport activities

13. STATUS: Member's rights are for the **prepaid** use of FBC boats only, and nothing contained in this Agreement is intended or shall be construed as creating any rights of ownership, legal or equitable, in any of the boats or in FBC, its stock or assets. Memberships are prepaid and shall extend month to month until the Member gives a 60-day notice in writing to the office, unless terminated sooner in accordance with these Rules and Regulations. The Initial Membership Fee is forfeit upon cancellation. Here at Freedom Boat Club we don't want you forfeit your initial fee and monthly membership amount and we have a hold option available. For a monthly fee of \$75 plus tax, you can keep your membership on hold for a period of 6 to 12 months due to extenuating circumstances such as financial hardship, an illness in the family, deployment for military or other employment situations.
14. COMPLIANCE WITH LAWS AND ORDINANCES: Member shall comply with all applicable governmental laws, ordinances, orders, and regulations now in force or which may hereafter be in force insofar as they pertain to the use, operation and utilization of boats. Member shall also comply with all requirements of any insurance companies providing insurance for FBC and the rules and regulations of any marina or other docking facility in which FBC boats are located.
15. DEFAULT: Any of the following shall constitute an event of default with respect to this Agreement:
 - (a) any failure by Member to pay when due the full amount of any deferred payment under obligation, debt installment, or other charge hereunder; or
 - (b) failure of Member to abide by and adhere to the Rules and Regulations of FBC or of the marina where FBC's boats are docked, as now in effect or as hereafter amended; or
 - (c) the failure or inability of the Member, as demonstrated to FBC, in its sole judgment, to operate the boat 1) in a safe, alert, and cautious manner, 2) exercising

due caution to protect the boat and engine from damage, and 3) within any operational requirements or limitations published by FBC, or (d) Members' use of a FBC boat in any manner that poses a nuisance upon the seas, or a substantial risk of personal injury, death and/or property damage. No waiver or indulgence by FBC with respect to any given default shall constitute a waiver of FBC's rights with respect to any subsequent default or breach.

16. REMEDIES ON DEFAULT: Upon the occurrence of any event of default by the Member, FBC may at its option (a) terminate this agreement and all membership rights of Member hereunder, and declare any and all of any portion of the Membership Initiation Fee which shall have been financed, and any finance charges accruing thereon to the date of default, and all dues and other charges that have been accrued, to be immediately due and payable; (b) terminate this agreement and all membership rights of Member arising hereunder, and FBC shall be entitled to retain as liquidated damages, and not as a penalty, all sums previously paid to FBC by Member pursuant to this agreement; (c) FBC shall have all legal and equitable remedies available in the event of any default, and shall take any such judicial action needed at the sole discretion of FBC. In the event of any arbitration or legal proceedings brought by any party to construe or enforce the provisions of this agreement, or in the event there is any arbitration or other litigation which arises from or relates to this agreement and/or the operation of a FBC boat by Member, each party shall bear its own costs and to share equally the fees and expenses of the arbitrator.

Member and FBC each irrevocably and unconditionally (a) agree that any suit, action, arbitration or legal proceeding arising out of or relating to this Agreement shall be brought exclusively in Pinellas County, Florida; (b) consents to the jurisdiction of any such court or arbitrator in any suit, action or proceeding; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in Pinellas County, Florida; and (d) agrees that service of any court or arbitration notice may be effected on such party by mail or in such other manner as may be provided under applicable laws or court rules of the State of Florida.

17. ARBITRATION OF DISPUTES: The parties to this agreement specifically agree that any dispute (whether contract, tort, statutory, or otherwise) arising under or relating in any way to (i) the rules and regulations and Membership agreement of FBC, (ii) your membership in FBC, (iii) your use of any boat in connection with your membership or (iv) any other dealings between you and FBC, including but not limited to any claims for money damages or for personal injury or wrongful death shall be submitted to binding arbitration in Pinellas County, Florida in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator. The arbitrator shall be selected by mutual agreement of FBC and Member within twenty (20) days following the initiation of arbitration hereunder, or, absent such agreement, by appointment by the American Arbitration Association. The arbitration procedure shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, and the award rendered by the arbitrator shall be final and binding on the parties and may be entered in any court having jurisdiction thereof.

Each party shall have discovery rights as provided by the Federal Rules of Civil Procedure within the limits imposed by the arbitrator; provided, however, that all such discovery shall be commenced and concluded within ninety (90) days of the selection or appointment of the arbitrator.

It is the intent of the parties that any arbitration shall be concluded as quickly as reasonably practicable. Unless the parties otherwise agree, once commenced, the hearing on the disputed matters shall be held four (4) days a week until concluded, with each hearing date to begin at 9:00 a.m. and to conclude at 5:00 p.m. unless otherwise agreed. The arbitrator shall use all reasonable efforts to issue the final award or awards within a period of five (5) business days after closure of the proceedings. Failure of the arbitrator to meet the time limits of this Section shall not be a basis

for challenging the award.

The arbitrator shall instruct each party to bear its own costs and to share equally the fees and expenses of the arbitrator.

18. **JURY TRIAL:** It is the intent of the parties that any dispute of any kind whatsoever between the parties to this agreement shall be settled and finally determined in arbitration before the American Arbitration Association ("AAA") in accordance with Section 15. **HOWEVER, IN THE EVENT IT IS DETERMINED THAT A DISPUTE BETWEEN THE PARTIES IS TO BE DETERMINED IN A COURT OF LAW, THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ARISING OR RELATING IN ANY WAY TO MEMBERSHIP IN FBC.**

19. **LIMITATIONS ON WARRANTIES AND LIABILITY:** FBC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EXCEPT THOSE INCLUDED IN THIS AGREEMENT. MEMBER ACKNOWLEDGES THAT ALL BOATS PROVIDED BY FBC ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, WITHOUT IN ANY MANNER LIMITING THE FOREGOING, FBC MAKES NO REPRESENTATIONS OF WARRANTIES AS TO THE QUALITIES, CAPACITY, OR OTHER ATTRIBUTES OF ANY OF THE BOATS, 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. FBC SHALL NOT BE RESPONSIBLE OR LIABLE AT ANY TIME FOR LOSS OR DAMAGE TO PERSONAL PROPERTY BROUGHT BY MEMBER, OR ANY OF MEMBER'S FAMILY, GUESTS, INVITEES, OR THIRD PARTY ABOARD FBC BOATS USED BY MEMBER. FBC SHALL NOT BE RESPONSIBLE OR LIABLE TO MEMBER FOR ANY DEFECT, LATENT, OR OTHER DEFECTS OF ANY TYPE OR NATURE IN ANY BOAT OR ANY EQUIPMENT, APPLIANCES, OR APPARATUS UTILIZED IN CONNECTION WITH SUCH BOAT, NOR SHALL FBC 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 BOAT, OR ANY EQUIPMENT, FIXTURES, APPLIANCES, OR APPARATUS UTILIZED IN CONNECTION WITH SUCH BOAT. MEMBER FURTHER ACKNOWLEDGES AND AGREES THAT MEMBER IS WAIVING AND RELEASING ANY AND ALL CLAIMS WHICH MEMBER COULD MAKE AGAINST FBC, ITS PARENT AND AFFILIATES, OR ANY OFFICER, DIRECTOR, EMPLOYEE, MEMBER OR AGENT OF FBC FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM ANY DEFECT, LATENT OR OTHERWISE, IN ANY BOAT OR ANY EQUIPMENT, APPLIANCES, OR APPARATUS UTILIZED IN CONNECTION WITH SUCH BOAT.

20. **FORCE MAJEURE:** FBC shall be excused from performance, or any delays in performance hereunder, due to fire, flood, earthquakes, hurricane, 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 or subdivision thereof, or for any other cause whether similar or dissimilar to those enumerated, beyond the reasonable control of FBC.

21. **TRANSFERABILITY OF MEMBERSHIP:** Primary Freedom Boat Club Membership and its privileges shall not be transferable by Member to any other party. A Member may, however, move or take his/her membership to any existing club location by paying a transfer fee of \$500 to the new club and proceed paying the new club's monthly dues rate in effect at the time of transfer. In the case of a Co-Membership, where one of the Members wants to cancel and the other wishes to stay, there are two options available. The remaining original Member can choose to remain as the sole Member and pay the monthly dues rate effective at the time for their type of Membership. Co-Membership is also substitutable for a substitution fee of \$1,750, where the new Member will then become responsible for the monthly dues rate in effect at the time of substitution. A new contract must be signed in both circumstances. Each Member is responsible jointly and severally for all fees and expenses.
22. **ALL AMOUNTS PAID BY THE MEMBER PURSUANT TO THIS AGREEMENT, WHETHER BY WAY OF DEPOSITS, MEMBERSHIP FEES, INSTALLMENT PAYMENTS, MEMBERSHIP DUES, OR OTHERWISE, ARE IMMEDIATELY EARNED AT THE TIME OF PAYMENT, ARE NONREFUNDABLE AND SHALL NOT BE SUBJECT TO CLAIM FOR REFUND FOR ANY CAUSE WHATSOEVER. FURTHERMORE, FBC HAS AN ONGOING CREDIT POLICY FOR ITS MEMBERS. LATE CHARGES OF 1.5% PER MONTH (18% APR) WILL BE ASSESSED ON PAST-DUE ACCOUNTS, AND COLLECTION CHARGES AND/OR ATTORNEY'S FEES MAY BE ADDED.**
23. **ASSIGNMENT OF PROCEEDS:** FBC may assign its right to receive any deferred payment obligations, dues or any other sums that may be due or become due to FBC pursuant to this Agreement. Upon written notice to Member of any such assignment, all sums thereby assigned shall be payable directly to the assignee at the address designated.
24. **BINDING EFFECT; ENTIRE AGREEMENT; MODIFICATIONS:** If any provision of this Agreement is declared invalid or unenforceable for any reason, the remainder of the Agreement shall not be affected and shall remain in full force and effect. This Agreement is binding upon the parties hereto and their heirs, legal representatives, successors, and permitted assigns, and shall be governed by the internal substantive laws of the State of Florida without regard to any conflict of law provisions. The parties hereby agree that this instrument contains the entire agreement between the parties and there is and can be no other oral or written agreement or understanding, written or oral, unless the same is set forth in a writing signed by all parties to this agreement. Any such waiver or consent shall be effective only in this specific instance and for the specific purpose given. Notwithstanding the foregoing, the rules and regulations and membership agreement may be changed from time to time as set forth in paragraph 24. There are no collateral understandings or agreements other than those contained herein, and Member understands and agrees that there are no terms, conditions, statements, warranties, or representations, oral or written, not contained herein. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall collectively constitute one instrument.
25. **RULES AND REGULATIONS: Member agrees to abide by the Rules and Regulations promulgated and from time to time modified by FBC. Changes in these Rules and Regulations shall become effective upon adoption by FBC. A copy of the revised Rules and Regulations will be available at each FBC location. REVISED AND ADOPTED ON July 20, 2018. [SIGNATURE PAGE FOLLOWS.]**

MEMBER ACKNOWLEDGES RECEIPT OF FBC'S RULES AND REGULATIONS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED THEREIN.

Member: _____ Date _____

Print Name: _____

Member: _____ Date _____

Print Name: _____

Revised and adopted on October 30, 2018.