

Additional Terms and Conditions

1. Harbor Island Yacht Club is a tradename of Harbor Island Yacht Club, Inc. and is hereinafter referred to as "the Club". Harbor Yacht Clubs, LLC is hereinafter referred to as "HYC".
2. Upon satisfactory demonstration of sailing skills, Member may Charter vessels from the Club at prevailing Member rates, subject to availability.
3. Member may cancel this Agreement at any time upon thirty days written notice to HYC.
4. Member agrees that this Agreement is not assignable.
5. Member agrees that he and/or his guests will be using the Club facilities and services at his own risk and that he will not hold HYC and/or the Club or their officers or employees responsible for any injuries or damage, including loss of personal property, unless due to the negligence of HYC, the Club or their employees.
6. HYC and the Club expressly reserves the right to to add to, eliminate or alter any vessel, product or service at their sole discretion without any liability to Member.
7. In the event a Chartered vessel is not available due to causes of any kind beyond the control of HYC or the Club due to required but unforeseen maintenance such as to render the vessel unseaworthy, HYC reserves the right to cancel the Charter and refund, in full, any monies paid for said Charter. Such refund shall be the only liability of HYC or the Club.
8. HYC and/or the Club reserves the right to cancel a Charter due to adverse weather conditions or any other factor which, in the sole opinion of HYC or the Club, might adversely affect the safety of the Member and/or vessel. Said right shall not alter the Member's responsibility and/or liability, if any, for the ultimate safety of himself, passengers or vessel.
9. If by reason of any default on the part of the Member with regard to any of the rules, regulations and policies established by HYC or the Club it becomes necessary to terminate a Member, HYC reserves the right to revoke and cancel the rights and privileges of membership upon notice to the Member.
10. Member agrees to pay 100% of the normal charge for any Charter canceled within 72 hours of the day of the Charter. Exceptions include rain, high winds (small craft advisories) or fog. No charge will be incurred if HYC or the Club are able to re-charter the boat.
11. Member agrees to restrict the cruising of vessels chartered from the Club to the coastal waters not north of Point Conception, California, nor south of Rio Santo Tomas, Mexico and not more than 200 miles offshore.
12. Member agrees at all times to abide by all local, state and federal regulations governing operation and care of vessels. Member further agrees to abide by all rules, regulations and policies established by the Club and governing operations and care of vessels chartered from the Club.
13. Any and all Charters of vessels from the Club to Member shall be charters of the bare vessel, and any Master or Crew shall be obtained at the expense of the Member and shall be the servant of the Member. Any Master or Crew hired by the Member must be approved by the Club prior to said charter. No vessel chartered under this agreement may be used for any commercial purpose whatsoever.
14. Member agrees that the total number of persons on board any Chartered vessel at no time exceeds the total number of appropriate and approved life preservers that, based upon a count by the Member prior to acceptance of the vessel, are aboard the vessel. In no event shall the number of persons on board exceed the limit set by the United States Coast Guard.
15. Upon delivery, vessels shall be in good seaworthy condition so far as the exercise of due diligence by the Club can make them so. Acceptance of the vessel by the Member shall constitute an acknowledgment that such due diligence has been exercised. A charge, not to exceed actual costs, may be made if vessels are not returned in the same condition as when delivered.
16. The Club's vessels shall be insured against fire, marine and collision risks with protection and indemnity clauses. A deductible amount is applicable to each vessel. The Member shall be responsible for said deductible should a claim for insurance become necessary.
17. Member shall be responsible for costs, if any, not collectible under the insurance policy or policies that result from loss or damage caused or contributed to in any way by the Member or any of his family, guests or servants.
18. Member agrees to and does hereby indemnify and hold harmless HYC, the Club, their officers, shareholders and employees and/or owner of the vessel from any and all liability arising from the perils and risks which are not covered under the insurance policy or policies. It is further understood and agreed that if any act of negligence of the Member shall vitiate any of the insurance provided, the Member shall be liable for all losses and indemnify HYC, the Club and/or owner against all claims and demands which would otherwise have been covered by such insurance.
19. In no event, even if notified, shall HYC, the Club or their officers, agents or employees be liable to or through Member for indirect, incidental, special or consequential damages, including without limitation loss of profits or revenue, and HYC, the Club, their officers, agents and employees shall be held harmless from any and all claims for such damages.
20. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and in no way be affected, impaired or invalidated thereby. This Agreement shall be governed by the laws of the State of California.
21. All posted prices are subject to change upon 30 days notice with no further obligation to Member.
22. Alcohol & Drugs. It should be obvious to everyone that you should not operate a boat while intoxicated. Even more critical is the use of drugs or marijuana. If you are pulled over by the Harbor Police or Coast Guard for a routine equipment check or for any other reason and drugs or marijuana are found, the boat will be confiscated and not returned. If we find anyone using drugs or marijuana on our boats or find evidence of use after the rental your membership will be immediately terminated and information will be provided to the proper authorities.