



## APPLICATION FOR MEMBERSHIP

|             |  |                                 |  |
|-------------|--|---------------------------------|--|
| Name:       |  | E-mail:                         |  |
| Home Phone: |  | Harbor Beach Address:           |  |
| Cell Phone: |  | Billing Address (if different): |  |

If this application is approved you may then request a space in our private yacht basin if you desire. Contact Randy Rupp at 954-525-6116 for details as to leasing of slip, size of boat, tariff, etc.

The Club reserves the right to accept or reject any application for membership without explanation.

The signing of this application implies acceptance of the Rules and Regulation of the Club, including but not limited to those stated herein.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

Please submit a check with along with the application. Members and their guests may then use the private beach, cabanas, furnishings and all the facilities we now have to offer at the beach.

Membership includes one (1) key card and maximum of one (1) additional key card may be purchase for \$25.00.

|                            |                   |
|----------------------------|-------------------|
| Initiation Fee             | \$ 250.00         |
| Club dues for current year | \$ 800.00         |
| Total                      | <u>\$1,050.00</u> |

HARBOR BEACH SURF CLUB, INC  
c/o RUPP ASSOCIATES, INC.  
1300 S.E. 17<sup>TH</sup> STREET, SUITE 210 • FORT LAUDERDALE, FL 33316  
PHONE: 954-525-6116 • FAX: 954-525-6117



## MEMBERSHIP INFORMATION

|   |   |
|---|---|
| Member Name:                              |   |
| Home Phone:                               |   |
| Work Phone:                               |   |
| Cell Phone:                               |   |
| E-mail:                                   |   |
| Number of eligible members per household: | Adults: _____ Children (under the age of 16): _____ |
| Harbor Beach Address:                     |   |
|   |   |
| Mailing Address:                          |   |
|   |   |

I have read and accept the Rules and Regulations governing my Harbor Beach Surf Club membership.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name:

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## RULES AND REGULATIONS

The purpose of the Harbor Beach Surf Club, Inc. (the "Surf Club") is to provide facilities for all Members to share and enjoy equally, and the Board of Directors has adopted the following Rules and Regulations:

1. Membership. Membership in the Surf Club is available only to property owners in Harbor Beach.
2. Transferability. Membership may not be transferred nor assigned for any reason at any time.
3. Assessments. Any assessment approved by the Board of Directors creates a debt owed by the Member to the Surf Club. Until discharged via full payment, a Member's obligation continues unabated and he is legally liable for it regardless of whether he has resigned his membership.
4. Good Standing. A Member's status is determined solely at the discretion of the Board of Directors. Compliance with these Rules and Regulations and remaining current on dues and assessments will entitle a Member to uninterrupted access to Surf Club facilities.
5. Hours. Surf Club facilities will be open and an attendant on duty from 9 A.M. to 5 P.M Eastern Standard Time and 10 A.M. to 6 P.M. Eastern Daylight Time
6. Access. Access and use of Surf Club facilities will be restricted to Members in good standing and their respective families that from time to time collectively reside at the Member's property on a permanent or temporary (vacation) basis. Beach access will be gained via use of an electronic Access Card that will record dates and times of ingress and egress. For the purposes of clarity, family Members include lineal relationships to the property owner (parents, siblings, children and grandchildren) and are allowed use of a Member's Access Card. Renters unrelated to a Member or non-Members are not allowed use of an Access Card and will be denied access unless accompanied by a Member in good standing. Each member will receive one (1) access card. One additional access card may be purchased by the member for an additional fee.
7. Sign In. A sign-in sheet is located under the beach pavilion during normal business hours. All Members and their family and guests are required to sign in and out when entering and leaving the beach facility.
8. Guests. Accompanied guests of Members are welcome to use the facilities of the Surf Club. A Member may bring up to five (5) guests per visit. For groups exceeding five (5) guests, see Section 21.
9. Children. Children under sixteen years of age are not permitted access or use of any Surf Club facilities unless accompanied by an adult.
10. Responsibilities. Members will be personally responsible and liable for the actions, behavior and adherence to the Rules and Regulations of themselves, any family, and/or guests entering the Surf Club, whether accompanied by the Member or entering using the Member's access card. Video security cameras on premises record after-hours activity. The costs of any damage directly caused by a Member, a Member's family or a guest will be solely borne by the Member.
11. Entry at Own Risk. Use of the Access Card acknowledges on behalf of the Member, his family and/or any guests accompanying him that they each are individually entering the Surf Club, that no lifeguard is on duty, and that any activity, swimming or otherwise, is done at their own risk.
12. Parking. Surf Club parking for access to the beach is available in designated spaces on the south side of Harbor Beach Parkway east of A1A. Overflow parking is available, and can be opened by an attendant on an as-needed basis.



13. Umbrellas and Beach Chairs. Each Member is entitled to the use of one beach umbrella and two beach chairs, if available. Additional equipment, if not in use, may be obtained from an attendant and can continue to be used as long as another Member does not go without.
14. Containers. No glass containers or bottles of any kind are to be used except in the immediate area of the beach pavilion.
15. Quiet Enjoyment. Every Member is entitled to quiet enjoyment of the Surf Club. Discourteous behavior, screaming and yelling, and loud music offensive to other Members is not allowed.
16. Nudity. The Surf Club is not a clothing-optional facility. Proper bathing attire is required at all times.
17. Clean Up. A trash receptacle is located at the beach pavilion and all garbage is to be deposited there. Attendants do not provide maid services. All Members are responsible for cleaning up after themselves.
18. Tipping. There is no requirement to tip attendants, but nor is there any restriction. Members are encouraged to tip an attendant for outstanding service if it is felt that it is warranted.
19. Fires. Open fires at any location within Surf Club property is prohibited.
20. Cooking. A gas grill is available for use at the beach pavilion during normal hours. Arrangements can be made ahead of time with an attendant to leave the grille unlocked for a Member's after-hours use. The Member will be responsible for any damage to the grille, and will be responsible to lock it upon leaving.
21. Parties. The beach facilities are available for private parties of five or more guests. A Member may apply to lease the facilities on a first come, first serve basis, and must comply with the Party Request Form and Party Rules.
22. Pets. No pets are allowed on Surf Club property at any time.
23. Fishing. Fishing from the footbridge or the beach is prohibited.
24. Environmental. Members and their guest shall not pick, touch or destroy any vegetative native species (i.e. Sea Oats, Railroad Vine, etc.) found on the dunes, pavilion or surrounding areas. Destruction of such vegetation shall result in termination of membership. Furthermore, members and their guests shall not walk on or through sea dune area.
25. Marina. Members in good standing are invited to apply to lease dock space at the Surf Club marina on Lake Sylvan. Space is available on a first come, first serve basis and is subject to a dockage lease and adherence to Dockage Rules and Regulations.



## PARTY REQUEST FORM

Harbor Beach Surf Club (hereinafter "HBSC") is a non-profit organization with the primary purpose of providing its members a private and tranquil beach experience. Although, the leasing of the beach facility is considered a benefit of HBSC membership, it is not to interfere with the club's primary purpose. Therefore, the leasing of the beach facility shall never do the following:

1. Violate any Rule or Regulation of the Surf Club.
2. Block members' ingress and egress to and from the beach at any time of day; or
3. Interfere with members' quiet enjoyment of the beach during regular club hours.

**Fees:** The cost of leasing the beach facility is directly related to the number of guests (including members) attending the event. Please, see the pricing chart below. In addition to the leasing charge, a refundable security deposit of \$1,000 is required.

| # of Guests** | Leasing Price* | # of Attendants |
|---------------|----------------|-----------------|
| 0 to 50       | \$660          | 1               |
| 51 to 75      | \$1,070        | 2               |
| 76 to 100     | \$1,320        | 3               |
| 101 to 125    | \$1,730        | 3               |

\* Price does not include gratuities for the Club Attendants. \*\* The maximum number of guests permitted at any event is 125.

If the actual number of guests exceeds the estimated party size, fees will be deducted from the security deposit.

**Attendants:** The HBSC requires the presence of Club Attendants at every leased event in order to safeguard the premises and to ensure proper procedures are followed. However, the Attendants will also direct guests in the parking of their vehicles and, time permitting, assist the event staff with set-up and break-down. Event planners are encouraged to meet with the Attendant(s) prior to the event during regular business hours but no such meeting shall exceed two hours. Please call (954) 523-7629 to make an appointment. Lastly, it is customary to provide Attendants with food and non-alcoholic beverages during the event as well as a gratuity.

**Rental Hours:** No event may begin before 5:00 pm or extend later than 11:00 pm. All event staff must vacate the premises by midnight. These hours do not include set-up and break-down.

**Set-up, Break-down, & Clean-up:** The Lessee may begin set-up as early as 1:00 pm on the day of the event and may continue with the clean-up and break-down until 1:00 pm on the day following the event. There will be an extra charge if additional hours are needed. Please, arrange additional hours in advance. The Lessee is responsible for clean-up which includes but is not limited to the picking up and disposing of all cigarette butts, dropped food, bits of paper, et cetera. Garbage may be placed in the beach facility's bins but once full, the Lessee is responsible for the removal of all excess. If the Lessee has not adequately cleaned the area by 1:00 pm on the day following the event and no special arrangements were made in advance, then the Lessee will be charged an hourly clean-up fee of \$50.



## PARTY REQUEST FORM (Continued)

If Lessee fails to remove party equipment, Lessee shall be charge a per day storage fee of \$250.00. After the fourth day of storage all remaining party equipment will be disposed of and Lessee will be charge a disposal fee.

**Parking:** The HBSC has parking for up to thirty-eight (38) vehicles. It is the Lessee's responsibility to arrange for any additional parking.

**Indemnification:** Lessee will be required to execute a Waiver of Liability and Hold Harmless Agreement and provide evidence of Special Event Liability coverage (including Host Liquor Liability) naming Harbor Beach Surf Club, Inc. as an Additional Insured.

**Payment:** Full payment (including deposit) is needed in advance to secure a leasing date. Checks should be made payable to Harbor Beach Surf Club, Inc. and mailed or delivered along with the completed form to Rupp & Associates, Inc., 1300 SE 17 Street, Suite 210, Ft. Lauderdale, FL 33316. Phone: (954) 525-6116 Fax: (954) 525-6117.

|                   |  |  |  |
|-------------------|--|--|--|
| Member's Name:    |  | Phone:                                       |  |
| Address:          |  | Event Type:                                  |  |
| Event Date:       |  | Event Time:                                  |  |
| Number of Guests: |  | Amount (Leasing price plus \$1,000 deposit): |  |

I have read and fully understand the HBSC's leasing procedure and agree to abide by all HBSC Rules and Regulations. Failure to abide by such Rules will result in forfeiture of Lease deposit and up to suspension or termination of Club membership.

\_\_\_\_\_  
Member's signature

\_\_\_\_\_  
Dated



**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

I/We, \_\_\_\_\_ and \_\_\_\_\_, in consideration of the use of the Harbor Beach Surf Club, Inc. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Harbor Beach Property Owners Association, the Harbor Beach Surf Club, Inc., their officers, servants, agents, or employees (hereinafter referred to as "RELEASEES") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, or medical expenses or related costs that may be sustained by us or any of our guests related to any activity or to any property belonging to us, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, while we are on or using any portion of the Harbor Beach Surf Club, Inc. property and its amenities, while participating in any activities on the property, and/or on or upon the premises where any activities are being conducted, including during ingress and egress to the to/from the Harbor Beach Surf Club, Inc.

WE VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by us or any of our guests while using the Harbor Beach Surf Club, Inc., or any loss or damage to property owned by us or any of our guests, as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

We further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to our use, or our guests use of the Harbor Beach Surf Club, Inc., WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise. The undersigned(s) by signing this agreement understand(s) and consent(s) that this agreement fully RELEASES and all owners, officers, directors, members, agents and employees of the Harbor Beach Surf Club, Inc., the Harbor Beach Property Owners Association, and any other related entity (if any) from any and all legal liability, property damage and or medical expenses or costs that may be claimed by any party resulting from my use of any portion of the Harbor Beach Surf Club, Inc., and any of its amenities, and personally assume all risk including but not limited to negligence, strict liability, breach of contract, or any other act or omissions, or any other participants, including myself or from any other cause.

It is our express intent that this Release and Hold Harmless Agreement shall bind the members of our family and spouses, if we are alive, and our heirs, assigns and personal representative, if we are deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. We hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.

IN SIGNING THIS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, WE ACKNOWLEDGE AND REPRESENT THAT we have read and understand the foregoing provisions; that we sign this AGREEMENT voluntarily as our own free act and deed; no oral representations, statements, or inducement, apart from the foregoing written agreement, have been made; we are at least eighteen (18) years of age and fully competent; and we execute this Release for full, adequate and complete consideration fully intending to be bound by same.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated



## PARTY RULES

1. MEMBER'S INFORMAL PARTIES: Members and their guest(s), not exceeding 10 adults and 20 people in total, may schedule the Beach and Club facilities only after Club Hours on weekends and holidays.
2. Daytime parties may be held during weekdays only by merely informing the attendant 72 hours in advance.

Members using the Club facilities in this manner must clean up all papers, food scraps, bottles, cans, etc. and deposit same in trash containers. Members are also responsible for limiting access to the facilities to their guests. Members using the Club under this paragraph during Club hours on weekdays cannot count on any special services from the attendant, who has to look to all members. The clubhouse facilities are only open during Club hours. They can be opened for a small private party when the member makes the necessary arrangements with the attendant.

3. SCHEDULED MEMBER PARTIES: All member schedule parties must start after Club hours. The member must complete a party request form (attached) for acceptance at least 14 days in advance and faxed to Rupp Associates (954) 525-6117. All parties will be for members or their immediate family.

No event can have over 125 people in attendance.

4. ALL PARTIES; NOTES
  - a. Members scheduling a party must make all necessary arrangements to properly and promptly dispose of all debris and garbage so that members using our Club the following day may enjoy normal, clean surroundings.
  - b. Children under eighteen years of age are not permitted to have a Beach Party without being chaperoned by the member making the application.
  - c. The scheduling member of any party must be present during the entire function and shall be held responsible and liable for any and all damage caused by their guests, caterers, vendors, etc.
  - d. Barbecues can be reserved for the party by contacting the attendant when reservations are made. No outside Barbecue grills are permitted. No use of Barbecue grill without Attendant present.
  - e. All parties must end and be cleaned up before 11:00 p.m. and shall be so conducted as to no unnecessarily disturb the immediate neighbors. The Club will be locked at 11:00 p.m.
  - f. The HBSC has parking for up to 38 vehicles. It is the Lessee's responsibility to arrange for any additional parking.
  - g. The scheduling member is responsible for enforcing all state statutes and local ordinances.





## **PARTY RULES (continued)**

5. DUTIES OF ATTENDANT FOR ALL ATTENDED PARTIES
  - a. Provide a clean beach and Club house area prior to party.
  - b. Work with member and assist in party functions as reasonably necessary.
  - c. Be on duty during the party and assist in restoring the area to normal conditions.
  - d. To enforce Rules and Regulations.
6. No daytime parties may be scheduled.
7. Extra structures (i.e. tents, portable floors) are not allowed on Club property.
8. All outside vendors must provide certificates of insurance evidencing liability and worker's compensation coverage. Certificates must name Harbor Beach Surf Club, Inc. as an Additional Insured.
9. All outside vendors must provide all necessary safety equipment (i.e. fire extinguishers, etc).
10. The Board will assess fines and penalties up to and including revocation of membership if any rule is violated.
11. Deposits will be returned to member after review.

I have read the Party Rules and agree to abide by the Rules and accept full responsibility for any and all damaged incurred as a result of my use of the Club.

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Dated