

This **Association Membership Agreement** ("Agreement") applies as of the selected date in 2026.

It is entered into between:

(1) The applicant ("Member"), who provides their full and accurate residential address during registration; and

(2) **Salish Sea Boating Club**, a Private Membership Association, whose principal place of business is at PO BOX 660, Parksville, British Columbia, Canada, V9P 2G7 (the "**Association**")

This Agreement establishes the terms, rights, duties, and obligations of the parties in connection with the Member's voluntary participation in the Association.

## **1. Purpose and Nature of the Association**

1.1 The Association is formed as a private, voluntary, and lawful assembly of individuals united by shared interests, objectives, or pursuits, including but not limited to periodic outings on our private yacht; exploring our islands, inlets, and wildlife; participating in potlucks and other such social events.

1.2 The Association is not a public entity, is not soliciting business from the public at large, and is not subject to the statutory obligations that govern public organizations or commercial enterprises. Activities conducted within the Association are private, internal, and intended solely for members in good standing.

1.3 Participation in the Association does not create a public offering or render the Association subject to governmental licensing, registration, or oversight ordinarily applicable to public businesses. The Association's operations are conducted entirely within a private legal framework.

## **2. Membership**

2.1 Membership is available only to individuals who:

(a) Are at least 18 years of age and legally competent to enter contracts. Minors will be required to have a Parent sign an application for them.

(b) Have a demonstrable interest or alignment with the purpose and objectives of the Association;

(c) Agree to be bound by the terms, conditions, rules, and policies of this Agreement; and

(d) Provide all information required during the application process, which must be accurate, complete, and truthful.

2.2 The Association reserves the right, at its sole discretion, to approve or deny membership applications without obligation to provide justification.

2.3 Prospective members must submit a written or electronic membership application containing the requested personal information to participate in our referral program.

2.4 The Association may establish membership tiers, fees, or contributions based on services, privileges, or access levels.

2.5 Membership is contingent upon approval by the Association. Approval shall be communicated in writing and may be subject to additional documentation or verification. A Membership ID Card shall be issued upon successful completion.

### **3 Rights and Privileges**

3.1 Members, while in good standing, shall enjoy the following rights:

- (a) participation in Association activities, programs, meetings, and events;
- (b) the right to participate in the Club's Referral based program, whereby enjoying the benefits of referring other Club Members.
- (c) access to member-exclusive communications, materials, and resources; including access to their referrals and commissions due, in their back office.
- (d) consultative rights as established in the Association's bylaws or policies;
- (e) ability to propose initiatives, suggest improvements, or nominate candidates for internal offices (where applicable).
- (f) members can expect a safe and professional experience and will benefit from 50 years of Coastal navigation and knowledge of their Captain.

These rights are non-transferable and are strictly subject to compliance with this Agreement.

### **4. Duties and Responsibilities**

4.1 Members expressly agree to:

- (a) act in good faith and in a manner consistent with the objectives and interests of the Association;
- (b) respect the confidentiality of other members and all non-public Association information;
- (c) abide by all Association rules, policies, codes of conduct, and ethical standards;
- (d) avoid engaging in any conduct that may harm the Association, its reputation, or its members;
- (e) pay all applicable fees or contributions upon joining and participating in subsequent Club events.

Failure to comply may result in suspension or termination of membership, at the Association's sole discretion.

### **5. Term and Termination**

5.1 This Agreement shall commence on the Effective Date and shall continue for **one year**, unless terminated as provided herein or by mutual written agreement of the parties.

5.2 A member may terminate membership voluntarily by providing 30 days' written notice to the Association. Termination does not absolve the member of obligations accrued prior to termination, including fees, contributions, or confidentiality obligations.

5.3 The Association may, at its sole discretion, terminate membership for cause, including but not limited to:

- (a) violation of this Agreement, the Association's rules, or applicable laws;
- (b) conduct detrimental to the Association or its members;
- (c) misrepresentation, fraud, or failure to disclose material information;
- (d) non-payment of membership fees or contributions.

Termination shall be effective upon written notice to the member. The Association may, but is not obligated to, provide an opportunity for the member to remedy any breach before termination.

## **6. Privacy and Confidentiality**

6.1 All personal, financial, and professional information provided by members is confidential and shall not be disclosed to third parties except where required by law or with the member's explicit written consent.

6.2 Members must treat all internal communications, documents, and knowledge-sharing platforms as confidential. Unauthorized disclosure may result in suspension, termination, or legal action.

## **7. Governing Law and Jurisdiction**

7.1 The parties shall use all reasonable endeavors to resolve any dispute amicably and in good faith.

7.2 All matters will be adjudicated in the Private Jurisdiction.

## **8. Miscellaneous**

8.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written understandings relating to the subject matter.

8.2 Any amendments must be in writing and signed by both parties.

8.3 If any provision is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8.4 Failure to enforce any provision shall not constitute a waiver of the right to enforce it in the future.

8.5 Members may not assign or transfer their membership to another party.

IN WITNESS WHEREOF, the parties have executed this Agreement

The Member confirms that they have read, understood, and agreed to all terms and conditions of this Agreement.

This Agreement constitutes the full understanding between the Member and the Association and applies for the duration of membership unless updated or terminated in accordance with its terms.