

# THE ADVANTAGED MEMBERSHIP CLUB

# TERMS AND CONDITIONS

These Membership Terms and Conditions (the “**Terms**”) establish the terms and conditions for membership in furtherance of the Membership Agreement (the “**Agreement**”), by and between The Advantaged Yacht Charters & Sales (as defined in the Agreement) and the undersigned member(s) (the “**Member**”). The Terms are subject to modification at any time by THE ADVANTAGED.

# MEMBERSHIP

* 1. **ELIGIBILITY**. In order to be a Member in good standing and therefore eligible to reserve a boat at THE ADVANTAGED, an individual must: (a) be a Member of THE ADVANTAGED (executed a Member Agreement), (b) be 21 years of age or older, (c) have paid all amounts then due to THE ADVANTAGED, and (d) be in compliance with all terms of the Agreement and condition.
  2. **SUSPENSION OR IMMEDIATE TERMINATION**. The Advantaged may suspend the Membership by prohibiting a Member from reserving The Advantaged boat and/or may immediately terminate the Member’ Membership (as defined in the Agreement) if Member, in the sole discretion of The Advantaged:
     1. Has a delinquent account;
     2. Allows non-members to be onboard while member not present for the duration of the charter
     3. Is consistently discourteous in demeanor;
  3. **MEMBERSHIP PLANS.** The specific rights of your Membership (as indicated in the Agreement) shall be as set forth in the below table, pursuant to these Terms.

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| Membership |  |
| **Weekday Reservations** | **Monday to Friday:** start anytime after 10am for up to 4 hours, 6 hours, or 8 hours. All boats need to be back by 9pm per City of Miami Beach Compliance |
| **Weekend Reservation** | **Saturday to Sunday:** 10-2pm, 11-3pm, 12-4pm or after 4pm. An 8-hour charter can start anytime. All boats need to be back by 9pm per City of Miami Beach Compliance |
| **Blackout Period** | No holiday blackout period except, **4th of July and New Years eve/day and or weekend** blocked for all memberships |
| **Additional Fees** | 20% gratuity of regular boat rate for the crew. Landing fee if applicable |

* 1. **RESERVATION PRIVILEGES.**
* Reservations can be made via telephone or text 305-358-0745 7 days a week from 9:00 AM to 9:00 PM Eastern Time
* **Number of Guests**: Member plus 12 guests allowed onboard on any size charter vessel in the fleet
* **Same-Day Usage:** additionally, Platinum & Diamond Members shall have unlimited use of The Advantaged specific-members boats availability, 3 hours preparation needed
* **Location:** pick up location will be at home dock of the vessel or Miami Beach Marina, Miami Beach FL
* **Specific boats for members:** we have specific fleet just for members only, changes seasonally
* **Priority Booking:** members have priority in booking last minute, no waiting time.
  1. **TRANSFERABILITY OF MEMBERSHIP.** The Membership and its privileges shall not be transferable by Member to any other person or entity. Moreover, the paying member must be physically onboard the vessel. If by any means the paying member is not available to be present for the charter, the rate of the boat will go back to retail rate and membership discounted rate will not apply in this case.

# LEGAL TERMS AND CONDITIONS

* 1. **FORCE MAJEURE.** The Advantaged 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, pandemic, epidemic, lack of or failure of fork-lift or transportation facilities, mechanical breakdowns, an*y* 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 The Advantaged.
  2. **NON-REFUNDABLE PAYMENTS. ALL AMOUNTS PAID BY THE MEMBER PURSUANT TO THIS AGREEMENT, WHETHER BY WAY OF DEPOSITS, MEMBERSHIP FEES, INSTALLMENT PAYMENTS, OR OTHERWISE, ARE IMMEDIATELY EARNED BY THE ADVANTAGED AT THE TIME OF PAYMENT, ARE NONREFUNDABLE AND SHALL NOT BE SUBJECT TO CLAIM FOR REFUND FOR ANY CAUSE WHATSOEVER SUBJECT TO ANY LOCAL LAWS.**
  3. **ASSIGNMENT OF PROCEEDS.** The Advantaged may assign its right to receive any deferred payment obligations, fees or any other sums that may be due or become due to The Advantaged pursuant to the Agreement. Upon written notice to Member of any such assignment, all sums assigned shall be payable directly to the assignee at the address designated.
  4. **ADMINISTRATIVE FEE.** Member agrees to pay all amounts due to The Advantaged under the Agreement via ACH (automated clearing house) debit initiated by The Advantaged from an approved U.S. Bank in USD. Credit card will incur a 3.5% from total fee for administrative fee for Membership Fees and per transaction for all other transactions if applicable.
  5. **BINDING EFFECT; ENTIRE AGREEMENT; MODIFICATIONS.** If any provision of the Terms is declared invalid or unenforceable for any reason, the remainder of the Terms shall not be affected and shall remain in full force and

effect. These Terms are binding upon the Member and each Member’ heirs, legal representatives, successors, and permitted assigns, and shall be governed by the internal procedural and substantive laws of the State of Florida without regard to any conflict of law provisions. Each Member acknowledges that the Agreement, and the Terms contain the entire agreement between the Member and The Advantaged and there is and can be no other oral or written agreement or understanding, unless the same is set forth in a writing signed by an officer of The Advantaged. Any such waiver or consent shall be effective only for the specific instance and for the specific purpose given. Notwithstanding the foregoing, the Terms may be unilaterally changed by The Advantaged from time to time. 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 in the Agreement and Terms. These Terms 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.

MEMBER ACKNOWLEDGES RECEIPT OF THESE TERMS AND CONDITIONS OF MEMBERSHIP AND AGREES TO BE BOUND BY THE OBLIGATIONS CONTAINED HEREIN. MEMBER FURTHER ACKNOWLEDGES AND REPRESENTS THAT THE AGREEMENT AND THE TERMS AND CONDITIONS OF MEMBERSHIP CONTAIN RELEASE, INDEMNITY AND ARBITRATION PROVISIONS; THAT MEMBER HAS READ AND UNDERSTANDS THE AGREEMENT AND THE TERMS AND CONDITIONS OF MEMBERSHIP; AND THAT MEMBER HAS NOT RECEIVED ANY REPRESENTATIONS AND IS NOT RELYING ON ANY STATEMENT, PROMISE, CONDITION OR STIPULATION NOT SPECIFICALLY SET FORTH IN THE AGREEMENT OR THE TERMS AND CONDITIONS OF MEMBERSHIP.

Member Signature: Date

Print Name: