



**CARLTON LANDING BOAT CLUB
2025 MEMBERSHIP AGREEMENT**

This Carlton Landing Boat Club 2025 Membership Agreement (the "Agreement") is made between Carlton Landing Boat Club LLC (the "Club Manager"), and the Member as defined in the Member Information box below (the "Member"). The Agreement is effective as of the Effective Date as defined below.

MEMBER INFORMATION	
Effective Date:	_____
Name:	_____
Driver's License #:	_____
Billing Address:	_____
City, State, Zip:	_____
Best Phone #:	_____
Email:	_____

The Club Manager and the Member hereby agree to the following:

1. **TERM.** The term of this Agreement is identified by the Member's selection on the website:
 - a. **PARTIAL YEAR.** If selected by the Member on the website, this Agreement is a new Agreement between the parties and the term of this Agreement (the "Term") shall be from the Effective Date and ending on October 31, 2025 (the "Term").
 - b. **FULL YEAR.** The term of this Agreement shall be for one year, beginning on November 1, 2024, and ending on October 31, 2025 (the "Term").

2. **BOAT CLUB SEASON.** The Club Manager has the exclusive right to determine the times and dates of available Reservation Periods for the Boat Club (the "Boat Club Season") and reserves the right to change the times and dates of available Reservation Periods in its sole discretion.

The 2025 Boat Club Season shall be as follows:

- a. **Early Season – March 28, 2025 through May 11, 2025 (7 Weekends)**
Reservation Periods shall be available on Friday, Saturday and Sunday only.
 - b. **Regular Season – May 12, 2025 through September 1, 2025 (16 Weeks)**
Reservation Periods shall be available seven (7) days a week.
 - c. **Late Season – September 5, 2025 through October 27, 2025 (8 Weekends)**
Reservation Periods shall be available on Friday, Saturday and Sunday only.
3. **ENTRY FEE.** In addition to other Dues or Fees defined in this Agreement, a non-refundable Entry Fee in the amount defined below in Paragraph 6 shall be paid by Member upon execution of this

Agreement unless Member is extending a current membership from the previous Boat Club season or has received a Complimentary Membership from the Boat Club Manager.

4. **PRO-RATED DUES.** If this Agreement is for a Partial Year as defined in Paragraph 1 above, Member agrees to pay the Club Manager a pro-rated amount of membership dues as defined below in Paragraph 6 according to the selected level of membership. Such pro-ration will be calculated by the number of days from the Effective Date to the last day of the Late Season as defined in Paragraph 2 compared to the number of days in the full Boat Club Season (including Early, Regular and Late Seasons). The Membership Level is selected below and the pro-rated amount of Dues as described below is determined by the Member's signup date on the website.

5. **TYPE OF MEMBERSHIPS.** Member elects to join the Boat Club according to their selection on the website.
 - a. **FAMILY MEMBERSHIP.** Member elects to join as a Family Membership and may enjoy the rights and privileges of membership subject to the terms of this Agreement. Further, Member's spouse and children or children-in-law (who are at least twenty-one (21) years old and not older than twenty-five (25) years old) may do the same. Under the Family Membership, access and Reservations for the Boats may be granted to any qualified family member who is also qualified to operate a Boat under this Agreement.

 - b. **HOUSEHOLD MEMBERSHIP.** Member elects to join the Boat Club as a Household Membership. Household Membership is limited to persons who are owners or long-term lessees of real property within Carlton Landing. Under a Household Membership, up to five (5) owners or their immediate family members who are in residence on the date of the Reservation Period may all enjoy the rights and privileges of membership subject to the terms of this Agreement.

 - c. **COMPLIMENTARY MEMBERSHIP.** ??The Club Manager may provide a Complimentary Membership to individuals or entities in consideration of their purchase of real property in Carlton Landing. Such Complimentary Membership shall be treated in the same manner as a Household Membership in all ways except the recipient shall not be required to pay the Entry Fee until such time that he/she renews their membership in the Boat Club as a normal paying member.

6. **MEMBERSHIP LEVELS.** Access and Reservations shall be according to their membership level, as follows:
 - ADMIRAL MEMBERSHIP**

This premier level of membership is available exclusively to individuals who own real property or manage vacation rental property in Carlton Landing. This membership can then be used by rental guests during their stay in Carlton Landing subject to the terms of an Individual Membership.

 - Member has access to all Admiral Fleet boats.
 - Member is guaranteed one Reservation per day subject to the requisite 72-hour notice.
 - Entry Fee – Six Thousand Dollars (\$6,000)
 - Full Annual Membership Dues – Eleven Thousand Dollars (\$11,000)

- Pro-Rated Dues.** Dues related to this membership level shall be pro-rated according to Paragraph 4 above.

COMMODORE MEMBERSHIP

- Member has access to all Main Fleet boats.
- Member may schedule Reservations **up to one hundred eighty (180) days** in advance.
- Member may have **up to twelve (12) Reservations** in the system at any given time.
- Member may schedule an unlimited amount of Reservations within fifteen (15) days of the Reservation Period.
- Entry Fee – Five Thousand Dollars (\$5,000)
- Full Annual Membership Dues – Seven Thousand Five Hundred Dollars (\$7,500)
- Pro-Rated Dues.** Dues related to this membership level shall be pro-rated according to Paragraph 4 above.

CAPTAIN MEMBERSHIP

- Member has access to all Main Fleet boats.
- Member may schedule Reservations **up to one hundred twenty (120) days** in advance.
- Member may have **up to nine (9) Reservations** in the system at any given time.
- Member may schedule an unlimited amount of Reservations within fifteen (15) days of the Reservation Period.
- Entry Fee – Four Thousand Dollars (\$4,000)
- Full Annual Membership Dues – Six Thousand Dollars (\$6,000)
- Pro-Rated Dues.** Dues related to this membership level shall be pro-rated according to Paragraph 4 above.

COMMANDER MEMBERSHIP

- Member has access to all Main Fleet boats.
- Member may schedule Reservations **up to seventy-five (75) days** in advance.
- Member may have **up to six (6) Reservations** in the system at any given time.
- Member may schedule an unlimited amount of Reservations within fifteen (15) days of the Reservation Period.
- Entry Fee – Three Thousand Dollars (\$3,000)
- Full Membership Dues – Four Thousand Dollars (\$4,000)
- Pro-Rated Dues.** Dues related to this membership level shall be pro-rated according to Paragraph 4 above.

7. **PAYMENT.** Member shall maintain an active credit card on file with the Club Manager on the website for all Fees(except Entry Fees) defined in this Agreement. Member's failure to do so shall be an event of default. Fees(except Entry Fees) defined in this Agreement shall be applied to the Member's credit card according to the terms found in Paragraph 9. Payments shall be applied to the Member's chosen method of payment according to the payment option selected by Member below:

- a. **MONTHLY DUES.** Member agrees to pay 25% of the Membership Dues defined in Paragraph 6 upon the execution of this Agreement. The remaining amount of Dues shall

be divided into monthly payments with equal payments being charged on the first business day of each month during the Term.

- b. **ANNUAL DUES.** Upon execution of this Agreement, Member agrees to pay 100% of the Membership Dues defined in Paragraph 6 upon the execution of this Agreement and shall receive a credit of One Hundred Dollars (\$100.00) which can be applied to Other Fees as defined herein.

8. **FLEETS.** The Admiral Fleet supports all Admiral level members with a hard cap of three (3) members per boat. The Main Fleet supports all the other membership levels. The Club Manager will determine membership availability in its sole discretion, but for every boat in the Main Fleet, typically allows one (1) Commodore member, two (2) Captain members, and up to seven (7) Commander members. Utilizing boats between the two fleets is not common but might be necessary in the event of an emergency.

9. **CANCELLATION, "NO SHOWS", AND WEATHER.** The Club Manager desires for all members to have the best possible access to boats, subject to the Reservation Policies and the rights of their respective membership level. When members create Reservations that go unused (a "No Show") or are cancelled at the last minute, other members lose the opportunity to utilize that boat more efficiently. Additionally, the Club Manager schedules the dock crew based on booked Reservations. Therefore, and at request of other members, the Club Manager has instituted the following:
 - a. **CANCELLATIONS.** The Club Manager desires for all members to have the best possible access to boats, subject to the Reservation Policies. Every member will receive one (1) free cancellation. Following the use of this free cancellation, if a member fails to cancel a Reservation less than seven (7) days prior to the Reservation Period, and subject to the Inclement Weather terms below, a Cancellation Fee of Two Hundred Dollars (\$200) will be applied to Member's account.
 - b. **NO SHOWS.** The Club Manager desires for all members to have the best possible access to boats, subject to the Reservation Policies. There will be no warnings for "No Show" If a member is at least 30 minutes late for a Reservation, the Reservation will be immediately cancelled, and subject to the Inclement Weather terms below, a No-Show Fee of Two Hundred Dollars (\$200) will be applied to Member's account. In such event, the Boat Club staff are free to release the Boat to a different member who can walk-up and make an immediate Reservation of the available boat.
 - c. **A NOTE ON INCLEMENT WEATHER.** When cancelling a Reservation, the Club Manager, not the Member, shall have the sole discretion to determine if weather conditions are unsafe for boating. If the Club Manager makes such determination, the affected members will receive an email confirmation that their Reservation has been cancelled.

10. **OTHER FEES.** Member shall be responsible for the following other fees:
 - a. **FUEL CHARGES.** The Member will receive a fueled boat at the beginning of the Reservation Period. After each Reservation, a Boat Club staff member will confirm the amount of fuel used and inform the Member of the Boat Club's fuel rate before a fuel charge is applied to the Member's account. The Boat Club's fuel rate will include the retail fuel cost plus the additional costs of time, travel, convenience, labor, and other charges related to providing a fully fueled boat. As of the Effective Date, the price for fuel was \$7.00 per gallon. Club Manager will adjust fuel price based on the fuel market and related costs as needed.

- b. **LATE RETURNS.** In order to ensure all members have access to the boat they reserved, any member who returns their boat more than 30 minutes late from end of their reservation time will incur a Late Return Fee of \$200.
 - c. **LOST OR DAMAGED PROPERTY.** Member is responsible for the care of the Boats and the Boat Club Property. Charges for all events which cause a loss of value or physical damage to the Boats or to the Boat Club Property will be applied to the Member's account.
 - d. **LATE PAYMENT FEES.** If payment is not received within five (5) days of the due date, Member's account will be assessed a Late Payment Fee equal to 10% of the amount due for that period.
 - e. **NSF FEES.** A \$50.00 fee will be assessed for all checks returned for non-sufficient funds.
11. **RULES.** The Club Manager has enacted certain rules which are shown below (the "Rules") and which the Club Manager has deemed necessary for the safe operation of Boats. The Club Manager reserves the right to amend the Rules as it deems appropriate. Member commits to abide by and comply with the Rules.
- a. All passengers must remain in their seat while the boat is in motion.
 - b. Children 12 and under must wear a life jacket while the boat is in motion.
 - c. When approaching a skier in the water, Member will keep the skier on the driver's side.
 - d. Turn off the engine completely when a skier is in the water near the boat.
 - e. Always check that the rope is clear before starting the engine.
 - f. Use bumpers when approaching a dock and store them when you depart.
 - g. Abide by the state and federal rules and regulations.
 - h. No reckless operation of the boat.
12. **NO ALCOHOL.** 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/or damage to the Boat or to other boats. The Club Manager's insurance coverage restricts coverage in such instances where alcohol/drugs are involved.
13. **OBLIGATIONS OF THE CLUB MANAGER.** During the Term of this Agreement, the Club Manager agrees to the following obligations:
- a. The Club Manager shall provide for the use and benefit of all Members during their respective Reservation Period:
 - 1. Good quality boats ranging in length from 18-ft up to 24-ft (the "Boat" or "Boats"); and
 - 2. Good quality water skis, tubes, wakeboards, kneeboards, life jackets, ski jackets, tow ropes, anchors, bumpers, and other related equipment (the "Boat Club Property").
 - 3. NOTE: Boats and Boat Club Property are not available to Members outside of a Reservation Period as provided for in this Agreement.
 - b. The Club Manager shall provide staff, personnel, technology and facilities to handle Reservations and scheduling for Members on a first come, first serve basis, subject to the Reservation Policies as defined in this Agreement.
 - c. The Club Manager shall provide emergency towing service to Members during their respective Reservation Period. In such event, Club Manager shall be responsible for reasonable towing charges unless it has been determined that the towing is necessitated by the Member's recklessness or ignorance.

- d. The Club Manager shall provide insurance policies related to the Boat Club's operations and boat fleets, including a general liability policy, a hull and machinery policy, an uninsured boater policy, and a medical payment policy.
- e. The Club Manager's duty to perform the foregoing obligations shall be fully excused:
 - 1. If the Club Manager is reasonably unable to perform because of fire, storm, tornado, hurricane or other inclement weather condition, or other act of God;
 - 2. If fuel, equipment or materials are unavailable;
 - 3. Upon mechanical breakdowns of the Boat or equipment; and/or
 - 4. Upon other circumstances which are beyond the reasonable control of the Club Manager.

14. **OBLIGATIONS OF THE MEMBER.** During the Term of this Agreement, the Member agrees to the following obligations:

- a. The Member shall pay all fees, dues and charges according to the terms of this Agreement;
- b. The Member shall fully abide by and shall cause all of its guests, family members, and/or invitees to abide by the Rules as defined herein, by the terms of this Agreement and by all local, state and federal laws, rules and regulations.
- c. The Member shall utilize the Boats and Boat Club Property in a wise, safe and prudent manner.
- d. The Member shall prohibit and prevent any person from using, transporting or possessing any illegal drug or other illegal substance upon a Boat.
- e. The Member shall prohibit and prevent any person from operating any of the Boats who:
 - 1. Is not named as a driver according to the terms of this Agreement;
 - 2. Is under twenty-one (21) years of age;
 - 3. Who is not able to show evidence of completion of the Boater Education Course approved by the Oklahoma Highway Patrol (<http://www.boat-ed.com/oklahoma/>);
 - 4. Who has not completed the Boat Club's boating safety orientation;
 - 5. Whose physical condition may diminish reaction time and increase the risk of accident;
 - 6. Who is under the influence of alcohol, prescription drugs, or any other illegal drug.
- f. The Member shall not use the Boat or Boat Club Property for any commercial purpose.
- g. The Member shall promptly return the Boat and all Boat Club Property to the designated return location in the Carlton Landing Marina upon the end of the Reservation Period and immediately upon sight of lightning or hazardous weather.
- h. The Member shall not remove the Boat from the water.

15. **SUSPENSION AND/OR TERMINATION OF MEMBERSHIP.** The Club Manager shall have the right to suspend membership and either party shall have the right to terminate this Agreement according to the following terms and conditions:

- a. **Suspension by Club Manager.** In the event that Member defaults on any term of this Agreement, the Club Manager shall provide written Notice of Default to Member and may suspend the Member's membership in the Boat Club. During a suspension of membership, the Club Manager may cancel any pending Reservations made by Member and Member shall have no right to make additional Reservations until such time that the suspension is lifted by the Club Manager.
- b. **Termination by Club Manager.** Following receipt of a Notice of Default, if Member is unable or unwilling to cure the default within thirty (30) days of the notice date, the Club

Manager may terminate this Agreement. In such event, all Dues and Fees due under this Agreement will become immediately due and, following payment of said Dues and Fees, Member shall have no further rights and the Club Manager shall have no further obligations or responsibilities of any kind to Member. Further, in the event that Member wishes to rejoin the Boat Club in the future, the Member will once again be responsible for Entry Fee.

- c. **Termination by Member.** Member may terminate this Agreement at any time by providing written Notice of Termination to the Club Manager. If this Agreement is terminated by Member, unless the Member has executed a slip rental agreement per the terms below, all Dues and Fees due under this Agreement will become immediately due and, following payment of said Dues and Fees, Member shall have no further rights and the Boat Club shall have no further obligations or responsibilities of any kind to Member. Further, in the event that Member wishes to rejoin the Boat Club in the future, the Member will once again be responsible for Entry Fee. If the Member has executed a slip rental agreement at Carlton Landing Marina and has prepaid at least one (1) year of full rent for said slip rental, then Manager will provide a 50% discount to the remaining Dues and Fees due under this Agreement which will become immediately due and, following payment of said Dues and Fees, Member shall have no further rights and the Boat Club shall have no further obligations or responsibilities of any kind to Member.
16. **MAINTENANCE DAYS.** The Club Manager will use best efforts to maintain the Boats in such a manner as to not impact normal business operation, but reserves the right to close one day per week during the season for maintenance and repairs to the Boats.
17. **RESERVATION POLICIES.** The following policies (“Reservation Policies”) shall apply to Member’s use of Boats and Boat Club Property (“Reservation”) through a partial day period of time (“Reservation Period”).
- a. A Reservation Period consists of a block of time lasting two (2) to four (4) hours during weekdays. During weekends, holidays, or other high-use days the block of time will be between one (1) and four (4) hours.
 - b. The structure and schedule of Reservation Periods shall be established by the Club Manager and is subject to change from time to time as deemed appropriate by the Club Manager.
 - c. Members may make one Reservation per day on Saturdays and Sundays.
 - d. Member shall not have the right to change the Boats used during a single Reservation Period.
 - e. All Members will have equal rights to reserve and use any boat within the appropriate Fleet.
 - f. Reservations shall be made on a first come, first serve basis subject to the provisions of this Agreement.
 - g. Reservations must be made with at least 72 hours’ notice. Any Reservation request received less than 72 hours from the Reservation Period time will be granted at the sole discretion of the Boat Club Manager and/or the boat club staff.
 - h. The Club Manager reserves the right to cancel any Reservation made by Member if the Club Manager or its staff, in their sole discretion, determine that inclement weather or other conditions render use of the Boats unsafe or impractical.

18. **ACKNOWLEDGMENT OF RISKS.** Member releases the Club Manager and its affiliates including its principals, directors, officers, agents, employees and volunteers, and their insurers from any and all liability of any nature for any and all injury or damage, including death, to Member or any other person as a result of Member's participation under the terms of this Agreement. Member acknowledges that some but not all of the risks of participating in boating and/or water sports include the items listed below.
- a. Changing water flow, currents, wave action and other Boats' wakes;
 - b. Collision with other participants, other watercraft, or other objects;
 - c. Wind shear, inclement weather, lightning and other weather extremes;
 - d. Member's sense of balance, physical coordination, ability to operate equipment, ability to swim;
 - e. Collision, capsizing, sinking, or other hazard that may result in injury and/or drowning;
 - f. Equipment failure or operator error;
 - g. Heat or sun-related injuries including sunburn, sunstroke, or dehydration;
 - h. Fatigue or other physical conditions that may diminish Member's reaction time and increase the risk of accident.
19. **RENEWAL.** The Club Manager shall provide written notice of the annual rate increase and any revised terms and conditions for the upcoming year's membership agreement by October 1st of each year. The Member shall then have one (1) month to provide written notice of termination. In the event that Member does not provide such written notice on or before November 1st of each year, the Member shall be deemed to have accepted the revised rates, terms, and conditions for the upcoming year and this Agreement, as revised, shall automatically renew and be extended for an additional year's term according to the terms of the most current membership agreement.
20. **NON-COMPETE.** Member shall not compete as an owner or operator, either directly or indirectly in any private membership Boat club which operates similarly to the Boat Club for a period of twenty-four (24) months following the termination of this Agreement, within one hundred (100) miles of Lake Eufaula.
21. **OWNERSHIP.** Nothing in this Agreement shall be construed to imply any right of ownership in any of the Boats, the Boat Club Property, other equipment, or other assets.
22. **ARBITRATION.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. Within 14 days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within 10 days of their appointment. The party-selected arbitrators will serve in a non-neutral capacity. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association.

23. **WARRANTIES.** The Club Manager has not made, and does not make, any warranties of merchant ability or of fitness for a particular purpose, or any other warranties or representations of any kind, except as may be expressly set out in this Agreement.
24. **APPLICABLE LAW.** This Agreement shall be governed by and construed under the laws of the State of Oklahoma and shall be construed and interpreted so as to comply with all applicable local, state and federal laws, rules and regulations.
25. **JOINT AND SEVERAL LIABLE.** Member and all of Member’s designated drivers shall be jointly and severally liable and responsible for the performance of all of Member’s duties and obligations in this Agreement.
26. **INVALIDITY.** If any provision of this Agreement is hereafter found to be invalid or unenforceable for any reason, the rest of this Agreement shall remain in force and effect.
27. **BINDING EFFECT.** This Agreement shall be binding not only upon the undersigned parties, but also upon their respective heirs, legal representatives, successors and assigns.
28. **ASSIGNMENT.** This Agreement is not assignable by Member. This Agreement shall be binding upon and shall inure to the benefit of assigns of the Club Manager.
29. **REFUNDS.** All amounts paid by the Member pursuant to this Agreement, whether by way of deposits, 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.
30. **NON-DISCRIMINATION.** The Boat Club shall not discriminate against any person or persons because of race/ethnicity, color, religion, age, sex, national origin, or disability in the conduct of its business and operations.
31. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the parties and may not be modified except in writing and signed by both parties.

The Parties hereby agree to this Agreement as of the Effective Date.

MEMBER

CLUB MANAGER

**CARLTON LANDING ENTERPRISES LLC
(dba “Carlton Landing Boat Club”)**

By: _____

By: _____

Print: _____

Print: _____