

# Membership Application

Tenant\_\_\_ Homeowner \_\_\_

Membership No. \_\_\_\_\_

I/we hereby apply for membership in Gatling Pointe Yacht Club.

Applicant's name \_\_\_\_\_

Birth date \_\_\_\_\_

Co-applicant's name \_\_\_\_\_

Birth date \_\_\_\_\_

Children's names & birth dates \_\_\_\_\_

Home address \_\_\_\_\_  
Street City State Zip

Employer Name \_\_\_\_\_ Co-applicant's Employer \_\_\_\_\_

Telephone \_\_\_\_\_  
Home Applicant's Business # Co-applicant's Business #

Membership:

My/our membership will be:

\_\_\_ Regular Membership

\_\_\_ Marina Membership:

\_\_\_\_\_ Transferable

\_\_\_\_\_ Non-Transferable

I/we wish monthly dues to be billed in the following manner:

ACH Direct Draft \_\_\_\_\_ or Annually in Advance \_\_\_\_\_

# Summary Of Membership Information

## I. Management and Membership Eligibility

The Gatling Pointe Yacht Club is owned and operated by Gatling Pointe Yacht Club, Inc., a Virginia corporation. GPYC has sole responsibility for managing the Club. An Advisory Board of Governors comprised of selected Club members provides advice and counsel to GPYC concerning various phases of Club operation. The Advisory Board also serves as a vital communication link between GPYC and the entire membership. Membership is available at the discretion of the Board of Directors of GPYC. GPYC may sponsor events at the Club for non-members.

## II. Gatling Pointe Social Club, Inc.

Club Members automatically are members of and entitled to use the premises operated by Gatling Pointe Social Club, which is owned by Gatling Pointe Social Club, Inc., a Virginia corporation that is an affiliate of GPYC. GPSC is a not-for-profit corporation that leases the clubhouse from the GPYC so that members may bring their own liquor to the club for mixed drinks as well as purchase wine and beer. No additional charges are assessed against GPYC Members in connection with GPSC membership.

## III. Regular Membership

Regular Membership entitles a Member and his or her unmarried children 23 years of age or under living in the Member's home at Gatling Pointe to use all Club facilities, including tennis, swimming, and the clubhouse, but does not entitle any such person to use the Club's marina facilities.

Regular Members may elect to use assigned boat slips at the club's marina facilities. I/we hereby elect \_\_\_ not to use such a slip or \_\_\_ to use slip number \_\_\_\_\_ and agree to pay a monthly fee for the right to use such slip of \$\_\_\_\_\_. I/we acknowledge that monthly fees for assigned slips are subject to change from time to time at the discretion of the Club.

## IV. Marina Membership

Marina Membership entitles a Members and his or her unmarried children 23 years of age or under living in the Member's home at Gatling Pointe to all of the privileges of Regular Membership. In addition, it entitles them to the right to use an assigned boat slip at the Club's marina facilities.

Marina Memberships are either "transferable" or "non-transferable". A "transferable" Marina Membership is a Marina Membership entitling the Member to transfer his or her right to use an assigned boat slip to a third party under certain circumstances described below. A "non-transferable" Marina Membership is a Marina Membership that does not entitle the Member to such transfer right. While a Marina Member has a "use" right in an assigned boat slip, he or she does not have any "ownership" interest in such slip.

If this application is for a Marina Membership, I/we agree upon acceptance of our application to pay an initial payment of \$\_\_\_\_\_ for such Membership and a monthly fee of \$\_\_\_\_\_ thereafter and acknowledge that slip number \_\_\_\_\_ will be assigned to me/us. I/we acknowledge that monthly fees for assigned slips are subject to change from time to time at the discretion of the Club.

## **V. Tenant Memberships**

Tenants of property owners in Gatling Pointe may apply for membership on the same terms and conditions as property owners and may apply whether or not the property owners from whom they are leasing a home themselves are Members. Property owners may not transfer or assign Regular Membership privileges to their tenants.

## **VI. Initiation Fees**

GYPC assesses an initiation fee of \$\_\_\_\_\_ per residence, which must be submitted along with this Application and will be returned if this Application is not accepted. Once an applicant becomes a Member, his or her initiation fee is not refundable or transferable.

## **VII. Dues and Assessments**

Dues are billed in advance and are in amounts determined in the sole discretion of GPYC. Members are not subject to assessment by GPYC and are not subject to dues or assessments by GPSC.

## **VIII. Termination of Membership**

Membership terminates (1) at the request of a Member, upon receipt of written notice from the Member by GYPC, provided that all dues and charges owed by the Member have been paid in full, (2) at the discretion of GPYC, if a Member fails to cure a delinquency in the payment of dues and/or charges within thirty (30) days after receipt of written notice from GPYC, or (3) at the discretion of GPYC, if a Member or anyone using the Club facilities pursuant to the Member's Membership violates the rules and regulations governing the use of the Club's facilities.

## **IX. Removal of Property from Assigned Slip**

A Marina Member may NOT use an assigned slip after the effective date of his or her termination of his or her Membership or for more than ten (10) days after termination of his or her Membership by GYPC and MUST remove all property from the slip on or before such date. If he or she fails to do so, GYPC may remove, store and dispose of any such property, at his or her sole cost and expense, and without any liability on its part of any kind or nature whatsoever. In such event, the Member shall reimburse GYPC for all costs and expenses incurred by it upon demand.

## **X. No Ownership: Member Liability**

Membership does not confer any ownership interest in GPYC and/or GPSC assets. Members assume liability for any charges incurred by anyone using their Membership privileges.

## **XI. Rules and Regulations**

All Members and those using their Membership privileges are bound by and agree to comply with the rules and regulations of GPYC in effect from time to time. The applicant(s) acknowledge receiving and reviewing GPYC's current rules and regulations prior to submitting this application.

## **XII. Billing**

GPYC bills dues and charges (including charges at GPSC) through (1) direct draft from either a checking or savings account, or (2) direct billing annually in advance. A fee of \$20 will be charged on any returned ACH Draft. If more than one (1) ACH Draft is returned during any twelve (12) month period, GPYC may require the Member with respect to whom the draft was drawn thereafter to pay dues and charges either via VISA or Mastercard or annually in advance.

## **XIII. Provisions Applying to "Transferable" Marina Memberships**

The following provisions apply to "transferable" Marina Memberships:

- In order to retain the "transferability" feature, a Marina Member must continue to pay dues to GPYC until transfer of the Membership becomes effective, whether or not such Member continues to use his or her assigned boat slip.
- If a "transferable" Marina Membership is terminated pursuant to VIII above, the "transfer" right applicable thereto shall terminate.
- Any transferee must pay GPYC dues at the rate in effect as of the effective date of the transfer and acknowledge and agree to all provisions relating to "transferable" Marina Memberships.
- No transfer may occur without the approval of GPYC, which approval will not be unreasonably withheld.
- If a transfer occurs for consideration exceeding the cost of the assignment of the right to use a slip paid by the transferor, the excess will be shared on a 50-50 basis by the transferor and GPYC.
- Applicants may acquire the right to use boat slips via assignment by GPYC or transfer of an existing "transferable" Marina Membership. GPYC has no obligation to arrange transfer of a "transferable" Marina Membership and may elect to assign an applicant for such a Membership an unassigned slip in its sole discretion.

- Owners of “transferable” Marina Memberships may transfer the related right to use an assigned boat slip if they move from Gatling Pointe or no longer wish to use the slip themselves, provided they comply will all related provisions herein.
- GPYC has no obligation to “repurchase” any “transferable” Marina Membership and its policy is not to do so. Each applicant for such a Membership acknowledges and agrees that no employee or agent of GYPC has made any representation to the contrary to him or her.

**XIV. Required Applicants.**

The undersigned certify that they are the sole persons over 23 years of age residing in the residence in Gatling Pointe identified in this Application and acknowledge and agree that by signing this Application, they each agree to be jointly and severally liable for all amounts owed to the Club pursuant to the provisions hereof. All references in this Application to “Member” shall be deemed to be references to each individual signing this Application if this Application is signed by more than one individual.

I/we understand that acceptance for membership in the Club is subject to approval and payment of the required membership fee, dues and charges.

Applicant’s Signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant’s Signature \_\_\_\_\_ Date \_\_\_\_\_

This application is not deemed approved until signed below by an authorized representative of GPYC.

Gatling Pointe Yacht Club, Inc.

By: \_\_\_\_\_  
 Name:  
 Title:

Date of acceptance: \_\_\_\_\_