



**BAY HARBOR YACHT CLUB**  
(a Michigan nonprofit corporation)

**LEGACY MEMBERSHIP  
AGREEMENT AND APPLICATION**

# BAY HARBOR YACHT CLUB

## LEGACY MEMBERSHIP AGREEMENT AND APPLICATION

### *Applicant Information*

Name \_\_\_\_\_ Driver's License No. \_\_\_\_\_ Birth date \_\_\_\_\_

Spouse's Name \_\_\_\_\_ Driver's License No. \_\_\_\_\_ Birth date \_\_\_\_\_

Dependent's Name(s) (Under the age of 23 and living at home.): \_\_\_\_\_ Birth date \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### *Member Sponsor*

Name and relationship \_\_\_\_\_ Member Number \_\_\_\_\_

\_\_\_\_\_

### *Mailing Information*

Statements  Home  Newsletter and Other  Home   
 Business  Business

*Home*  
Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

*Business*  
Name \_\_\_\_\_ Position \_\_\_\_\_

Type of Business \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

I give Bay Harbor Yacht Club permission to send correspondence via e-mail or facsimile. \_\_\_\_ Yes \_\_\_\_ No

***Personal References***

Name	Business Phone
_____	_____
_____	_____

***Other Club Affiliations***

Name	City, State	Length of Membership
_____	_____	_____
_____	_____	_____

***Credit Card Information***

Account Type \_\_\_\_\_ Account Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

***Annual Fee***

The Annual Fee for the Legacy Membership is \$ \_\_\_\_\_ (the "Annual Fee") and payment accompanies this Membership Agreement and Application. Bay Harbor Yacht Club (the "Club") is owned by Bay Harbor Yacht Club, a Michigan nonprofit corporation. The Annual Fee, or any portion thereof, is nonrefundable and nontransferable as provided for in the Bay Harbor Yacht Club Amended and Restated Bylaws (the "Bylaws"), and is subject to Michigan State Sales Tax.

If this application is disapproved by the Club, all funds enclosed herewith shall be immediately refunded, and this agreement shall be canceled and thereafter held for naught.

***Assumptions of Liability***

It is understood and agreed that Applicant is assuming no liabilities whatsoever in connection with this membership other than the payment of the sum set out above and any charges incurred by Applicant, Applicant's family and guests in the use of the Club and that such membership does not confer upon Applicant any ownership, interest, or rights of any nature in the Club property or assets, as further provided in the Bylaws. Applicant understands that any use of the facilities at the Club by Applicant, Applicant's family or guests is done at our own risk, and the Club is not liable for personal injury, theft, or loss of personal property, as further provided in the Bylaws.

***Payment of Membership Account***

Payment of account is due on receipt of the monthly statement. Applicant and Member Sponsor are jointly and severally liable for all debts and charges incurred by Applicant, Applicant's family and guests. Applicant and Member Sponsor agree to pay the account when due. Applicant and Member Sponsor agree the Club may assess a late charge for past-due accounts as provided in the Bylaws, as amended from time to time. Payments on delinquent accounts apply first to reduce late charges and next to food and beverage charges, then to any other charges. Annual Fees and other Club charges are considered luxuries under all applicable laws. Applicant and Member Sponsor agree to pay all reasonable attorneys' fees, investigator fees, and costs in the event this account is turned over for collection. Legacy Members are not required to pay dues, and are not subject to spending minimums or assessments. The Membership Card shall remain the property of the Club at all times and must be returned to the Club upon demand.

**Resignation/Transfer/Termination/Refunds**

Applicant may resign from the Club by giving written notice to the Club. The effective date of the resignation will be thirty (30) days after the date the Club receives Applicant’s written notice. All accrued charges for which Applicant is liable are due upon the effective date of resignation. Legacy Memberships are Non-Equity Memberships that may be terminated by the Club at any time, by the sole discretion of the Club. If the Member Sponsor of a Legacy Member sells their Property, the Legacy Membership shall terminate. If a Legacy Member purchases Property, the Regular Membership may be purchased by the Legacy Member for the Initiation Fee in effect at the time the Legacy Membership was initially purchased. A Legacy Membership is a recallable, nontransferable membership. Legacy Members are not entitled to receive a refund of any portion of the nonrefundable annual fee, even in the event that the membership is recalled.

It is understood and agreed that there shall be only one (1) Member per membership (the “Primary Member”); membership shall not be issued in joint names. With regard to any claim or dispute about the ownership of a membership, the Club shall rely on this application to confirm ownership of the membership in the name of Applicant, who shall be the Primary Member if this application is approved. Notwithstanding the foregoing, in the event of a personal divorce, this membership is not divisible and shall be allocated by agreement of all claimants, or in the absence of an agreement, by court order. Such allocations are subject to the sole approval of the Club. The successor to the membership shall execute all necessary papers and pay all transfer fees required by the Club.

**Bylaws/House Rules**

Applicant hereby acknowledges that Applicant has received, read and understands the Bylaws and Bay Harbor Yacht Club House (the “House Rules”) applicable to this membership, which are incorporated herein by reference. If elected to membership, Applicant hereby agrees that Applicant’s use of the Club and privileges under the membership are subject to the terms, conditions and restrictions set forth therein. Applicant agrees to conform to and abide by said Bylaws and House Rules each may be amended from time to time. The Club reserves the right, in its sole and absolute discretion, to terminate memberships in the Club, to discontinue operation of any or all of the Club facilities, to sell or otherwise dispose of the Club facilities in any manner, and to make any other changes to the terms and conditions of membership or use of the Club facilities.

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

Member Sponsor’s Signature \_\_\_\_\_ Date \_\_\_\_\_

**BAY HARBOR YACHT CLUB**

Application Received by \_\_\_\_\_ Date \_\_\_\_\_

Accepted this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
Representative of Club

**BAY HARBOR YACHT CLUB**  
**4300 Vista Drive**  
**Bay Harbor, Michigan 49770**  
**Telephone: (231) 439-2100 Facsimile: (231) 439-2111**