

MEMBERSHIP REGULATIONS

Zavidovo Diplomat yacht club

of Zavidovo Recreation Complex, an Affiliate of the Main Administration for Service to the Diplomatic Corps under the Ministry of Foreign Affairs of Russia (shortened as GlavUpDK Affiliate Zavidovo Recreation Complex)

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1. Club goals and objectives

1.1. Zavidovo Diplomat yacht club (hereinafter referred to as the Club) is aimed at providing comfortable watercraft storage at the Water Sports Center in GlavUpDK Affiliate Zavidovo Recreation Complex (hereinafter referred to as the Complex) for the watercraft owners as well as attracting new and retaining existing customers by offering them beneficial services.

1.2. A Club Member who buys a service and/or a voucher of the Complex with the help of his Club Card is entitled for the Benefits hereunder.

2. Terms and definitions

2.1. Application – an application form handed out either by the Complex or on its behalf to be filled out and signed by an individual or an authorized representative of a legal entity that is deemed to be this person’s application for Club Membership and confirms the Club Member’s consent to all Membership rules hereunder.

2.2. Storage contract – contract for the storage services (see Section 1 of the Water Sports Center pricing).

2.3. Club card (Card) – a plastic card with a cardholder’s name on it that identifies the Club Member at the time of purchase of the Complex’s voucher and/or services.

2.4. Privilege – eligibility for beneficial purchase terms for the Complex’s voucher and/or services.

2.5. Club’s Area – the Water Sports Center, adjacent areas, storage facilities as is stipulated in the Subsection 4.1 hereof.

2.6. Notification — information (including promotional materials) delivered to the Club Member through a single or multiple provided channels: a mobile phone, an email address, street address or otherwise.

2.7. Club Member is an individual or a legal entity that is a Cardholder and is entitled for the Privileges hereunder.

3. Club membership

3.1. A right to Club membership is granted to customers signing (extending) Storage contracts between them and the Complex for 3 (three) consecutive months.

4. Storage facilities

4.1. The Club offers its Members the following storage facilities for their watercraft and other vehicles:

- Boathouse №1;
- Boathouse №2;
- Water Sports Center Marina 1 Harbour;
- Water Sports Center Marina 2 Harbour;
- Sheltered ground №1;
- Fenced open air ground near a filling station.

5. Club card

5.1. A Club Card with a Cardholder's name is given to the Club members. Each Club Cardholder is a full-fledged Club Member with all the rights and responsibilities.

5.2. All services and privileges provided for in the Section 6 hereof are made available to the Club members only upon presentation of their cards.

5.3. The Club Card is for personal use only, there is a Cardholder's name on it and it shall not be given to other persons. The Club Card terms apply only to the services directly ordered by the Club Member and do not apply to any services ordered and paid for by other individuals.

5.4. The Complex reserves the right to refuse providing discounts and services as per Section 6 hereof to persons presenting damaged cards hindering owner's identity verification (with non-visible cardholder name etc.).

5.5. By consenting to the terms of these Regulations, the Club Member agrees to be notified by the Complex as is provided for in these Regulations, however reserves the right to unsubscribe from promotional materials by:

- either sending a written unsubscription request to marketing@zavidovo.ru;
- or making a verbal phone request to the Complex by contact numbers 8-800-200-18-01 or (495) 982-52-80.

5.6. Photocopies of the Club Card are not valid.

6. Membership benefits

6.1. At the time the Storage Contract with the validity period from three months to one year is signed (consecutively extended) the Client receives a **Level 1 Club Card (Bronze)** providing the Club Member with the below stated Benefits included into the prices for services under the Storage Contract as well as discounts:

- the Complex visiting;
- the Club Member's car parking on the Water Sports Center's parking lot depending on parking space availability;
- the vessel's water supply;
- a 10% discount for the Complex's bars and restaurants services.

6.2. At the time the Storage Contract with the validity period from one to two years is signed (consecutively extended) the Client receives a **Level 2 Club Card (Silver)** providing the Club Member with the below stated

Benefits included into the prices for services under the Storage Contract as well as discounts:

- the Complex visiting;
- the Club Member's car parking on the Water Sports Center's parking lot depending on parking space availability;
- the vessel's water supply;
- a 5% discount for the Water Sports Center storage services;
- one seasonal launch and lift of a vessel;
- a 10% discount for the Complex's bars and restaurants services.
- a 5% discount for the services documented as vouchers (up to 10 days).

6.3. At the time the Storage Contract with the validity period of two years and above is signed (consecutively extended) the Client receives a **Level 3 Club Card (Gold)** providing the Club Member with the below stated Benefits included into the prices for services under the Storage Contract as well as discounts:

- the Complex visiting;
- the Club Member's car parking on the Water Sports Center's parking lot depending on parking space availability;
- the vessel's water supply;
- a 10% discount for the Water Sports Center storage services;
- one seasonal launch and lift of a vessel;
- a 10% discount for the Complex's bars and restaurants services.
- a 10% discount for the services documented as vouchers (up to 10 days).

6.4. There is no compensation for the cardholder's failure to use benefits provided by the Club Card.

6.5. All benefits, the Club Members are eligible for, shall not sum up with any other discount cards, discounts or other promotions. Two or more discounts cannot be applied at the same time. A guest gets a single highest discount.

7. Member's rights and responsibilities

7.1. The Club Member may visit the Complex any time. The Club Member may drive into the Complex area. The Club Members are exclusively entitled thereto. Club Members' guests may park their cars on a parking lot near the security gatehouse, check in and pay for a single visit according to the pricing list. At check in the Club Member's guests are required to provide their passports or other IDs.

7.2. The Club Member is entitled for privileged reservation of a vessel storage space over other watercraft owners who are not the club members.

8. Commencement and cessation of club membership

8.1. Club Membership shall commence on the day of the Storage Contract commencement in accordance with an application and shall remain in effect for the Storage Contract validity period. In the event of Contract termination Club membership is cancelled by default and is resumed at the time of signing a new agreement.

8.2. The Complex administration may suspend Club Membership in the event of payment delays under the Storage Contract by the Club Member. Therewith, the Complex administration is obliged to notify the Club Member on membership suspension in writing. If the Club Member manages to settle its debt and pay for a new period of storage within five calendar days upon receiving such notification, his membership can be preserved.

9. Club area stay rules

9.1. The Club Members may invite their relatives or acquaintances to stay on the Club's premises.

9.2. The Club Members are fully responsible for their guests' conduct and safety both inside the Club premises and water area. The Club Members shall be liable for any material damage to the Club or to other Club members that their guests may cause.

9.3. At the time of Contract signing the Club Member shall provide to the Complex administration copies of a state registration certificate as well as other documents confirming his right of ownership, annual vehicle inspection, to be later on safekept in the Water Sports Center.

10. Use of watercraft

10.1. Inside the Club the Club Member may use his vessel as a pleasure craft only. Commercial use inside the Club's area without prior consent of the Complex's administration is prohibited.

10.2. Only Club Members and their confidants are entitled to leave the yacht club's water zone on the vessel. In order to leave the water zone on the vessel the Club Member or his confidant should present the following documents:

- ship's letter with a mark of seaworthiness upon successful completion of annual inspection;
- small boat operator license and a ticket;
- PoA for vessel operating (in absence of the Club Member).

10.3. The vessel is allowed to leave the water zone only if all the above documents are presented to a Water Sports Center employee and respective entries are made to the Vessels Arrivals/Departures Log given that the Club Member has no outstanding.

10.4. The Club Member or his authorized representatives shall be held fully liable for any damages caused to the Club's equipment and/or to any other vessels on its territory, as well as for consequences of possible accidents involving people arising from incorrect operation, handling or maintenance of the vessel. Any damages caused to other vessels as a result of mooring or anchorage are subject to unconditional reimbursement by the party in breach. The amount of liquidated damages is determined as is agreed by the parties or upon estimates of employed experts.

10.5. Parking reservation is allowed only to the vessel mentioned in the rental agreement. Joint use of one parking space by two or more vessels without any consent of the Club's administration is prohibited. Moving a vessel from one parking space to another within the Club's area whether onshore or on the water is prohibited without any written consent from the Water Sports Center administration.

10.6. All vessels should be properly secured to the berth or onshore. Ships parked at the pier should have hanging fenders (not fewer than two pieces aboard). Rope sizes and thickness should be compliant with the size of the vessel without any traces of tear and wear. The Water Sports Center employees might offer free consultations on vessel mooring any time. If the Center's administration finds an unsafely moored vessel, the Club is entitled to carry out any necessary fixing without the prior consent of the Club Member, subsequently charging him for the cost of works.

11. Safety and sanitation rules

11.1. Any child aged under 12 or a guest arriving at the vessel must wear a life jacket when onboard, at berths or in close proximity to them. Children under 12 must be always accompanied by a responsible adult.

11.2. The Club's buildings and premises are potentially exposed to fire hazards. Therefore, all people on the Club's area shall make every reasonable

effort to prevent hazardous situations. Use of open fire on the Club's premises (including blowing torches and similar devices) is prohibited. Exceptions thereto are certified non-removable galley ranges. Any mangals, barbeques, grills or other cookout tools are for onshore usage only, in designated areas, with the administration's special permit. Gas or diesel filling is allowed in the designated places only. Smoking is strictly prohibited in such places or nearby. The Club Member shall be held fully liable for any breaches of the fire safety regulations within the Club area.

11.3. Any connecting of floating vessels to onshore power supply sources requires prior permission of the Complex administration and should be carried out through distribution boards at berths or onshore. All connections should be carried out with the help of connectors with self-closing lids. All cables and connectors must be kept intact. All electric cables should be stored above the water surface. Connecting any equipment between the vessel and an onshore distribution board without prior consent of the Complex administration is prohibited. The vessel's power distribution system must be kept intact and safe to use. The Club Member must arrange periodic inspections of the vessel's electronics and its connection to the onshore distribution board, preventing corrosion and wire breaks. The Complex's administration reserves the right to carry out periodic inspections of electronics, its safety, correctness of connection between phase, neutral and ground, lack of leakage current to the surrounding waters.

11.4. Disposal of waste, rubbish, waste oil, oil products, waste and sewage waters is prohibited within the Complex's water zone. The Complex offers paid waste pumping services.

11.5. Installation of any lockers, steps, ladders or any other equipment without respective written consent of the Complex administration is prohibited.

11.6. Lifeboats must be stored in appropriate places. In exceptional circumstances with the prior consent of the Complex administration such lifeboats can be moored along their vessels in the water, but not at box mooring. A lifeboat over 3 meters in length should be stored in a separate box either afloat or onshore as a separate vessel.

11.7. The Club Member or his authorized representatives are entitled to carry out vessel care or maintenance works. In case a scope of repair works gets sizeable, the Complex administration may require shift of the vessel to a designated location.

11.8. Free passage must be allowed on the berth. No stockpiling of any things or equipment is allowed at the berth. No stringing of a mooring or any other type of ropes across the berths or coils in the boxes is allowed. Running end of mooring ropes should be short enough and arranged in a close proximity to a respective mooring cleat or a bollard. Any equipment installed aboard must not obstruct free passage along the berth structures.

12. Silence observance

12.1. The Complex is a leisure area for many people. Therefore, constant efforts should be made to reduce generated noise. Extended engine operation when a vessel is moored to a berth is not allowed. It is recommended that the sound volume of TV and radio sets as well as other sound reproducers be not disturbing to the Complex's guests. All halyards as well as other standing and running rigging on sailboats should be covered to prevent banging the mast and other spars when wind picks up speed and/or waves get bigger.

13. Advertising

13.1. No advertising or campaigning is allowed inside the Complex without an appropriate permission from the Complex administration.

14. The Club member's liability

14.1. The Club Member is liable for:

- non-compliance with the rules of stay in Zavidovo;
- breach of the Club rules stipulated herein;
- any damage or destruction of the Complex's property;
- any damage or destruction of the Complex's property by the Club Member's family or guests.

15. Miscellaneous

15.1. The Complex is entitled to make any amendments hereto at its own discretion and anytime. Notification on these changes will be posted on the Complex website – www.zavidovo.ru.

15.2. The Complex reserves the right to either suspend or terminate these Regulations anytime with a prior one month notice given to the Club Member.

15.3. The Complex's responsibility as to vouchers or services provided hereunder or respective warranty obligations shall be limited by respective laws of the Russian Federation.

15.4. Notification on termination or suspension hereof is deemed delivered by the Complex to the Club Member if it was delivered by phone, email, to street address or posted to the Complex website – www.zavidovo.ru.

15.5. The Club Member hereby confirms that all data provided in the Application form may be used by the Complex exclusively within the scope or for the purposes hereof.