

PLEASE READ THOROUGHLY

Welcome to the 2017 Terramar Association Membership Event. We ask that you fully review the contents of this and the following pages prior to the event days.

We have received input from several Association members regarding the Association's rules. These rules have been in place for several years. These rules are based on liability reasons, and for respect of our neighbors. The most violated/ignored rules are:

- 1. KEEP BOTH GATES CLOSED AT ALL TIMES.** We have experienced trespassers, dogs, and sea lions coming from the beach at the lower gate. *If you find it open, close it!* Do not prop open the top gate.
- 2. DOGS ARE TO PASS THROUGH ONLY. Neither small nor large dogs are allowed to loiter on the Landing.** Dogs must be on leash while passing through. Please rinse your dogs at the hose at the **top** of the landing. FYI- Carlsbad has hired rangers to patrol the beach this year, if your dog is off leash, you MAY be ticketed a \$674 fine.
- 3. NO COMMERCIAL USE OF THE LANDING IS ALLOWED.** This includes exercise classes, surf lessons, etc. on the Association's property. Also, no pass through for non-members. Our insurance does not cover this liability. **Membership WILL be suspended or REVOKED for violation of these and any of the other Association rules.**

Remember what Mr. Cannon mandated when he formed the association decades ago: "For the enjoyment and recreation of Association **Members.**" We are not a resort, this is YOUR backyard. Please treat it as so!

If you witness any activity that violates these rules, please send your input including date, time, the violation, and name of the violator to secretary@terramarassociation.com . Your input will be kept confidential. Rest assured that only the Terramar Board of Directors will have access to your information and it will not be made public. Only the violator will be notified.

Violations are taken seriously. Thank you for your cooperation, and we hope you enjoy a great and safe summer!

Terramar Board of Directors

TERRAMAR ASSOCIATION MEMBERSHIP EVENT

June 2017- June 2018

*Key Pick-up Day is Sat & Sun, JUNE 10 & 11, 2017
10:00am-2:00pm at the gate*

We will be holding our annual membership event on these dates. New or current members may join/renew their membership at this time. If you're unavailable on this date, please email secretary@terramarassociation.com before June 7th to make arrangements.

- (1) **both owners and renters** must complete the Membership application and sign Acknowledgement of Rules and Regulations before membership will be processed;
- (2) attach your check.
- (3) sign the Waiver of Liability Agreement.

If you will be out of town, you may mail your application to Terramar Association PO Box 1711, Carlsbad, CA 92018 or contact the secretary at secretary@terramarassociation.com. Your key will be ready for pick up at the event or mailed to you or arrangements can be made to accommodate your needs.

We appreciate your help by bringing your completed paperwork. Please ensure your email address is legible.

Membership in Terramar Association, which includes a gate key and the right to use the private Terramar beach property, is restricted to **Owners** of Terramar Property (5000 block Carlsbad Boulevard, El Arbol Drive, Los Robles Drive, Manzano Drive, Shore Drive, Tierra Del Oro and 101 Cannon Road) and **Tenants** of Terramar Property who meet the qualifications below.

To qualify for **Tenant Membership**: (1) the **Tenant** must demonstrate that s/he is a **renter of property for 30 consecutive days or more AND** (2) the legal **owner of the property must be a current Owner Member in good standing** (i.e., Owner must have paid the annual dues and signed the Acknowledgement of Rules and Regulations and Waiver of Liability). Owners should coordinate membership renewal with their tenant. If a Tenant's application is received before the Owner has renewed his Membership, the Tenant's application will be **held (and no key issued) until the Owner Member's application is received**. Proof of residency is required for all new members, and a copy of the lease or rental agreement is required for all new Tenant Members. *Keys will be distributed to residents/owners only, no real estate agents.* Please note, members who move out of Terramar must return their keys. Membership is non-transferrable.

Type	Initial Membership Fee	Annual Dues (includes Key)
Owner Member (voting member)	\$300-one-time fee	1st key--\$150 2 nd key--\$150 After 6/12/17 late fee \$25
Tenant Member (non-voting member)	\$300-one-time fee	Annual Owner dues \$150 plus Annual Tenant dues \$150 TOTAL \$300

There is a **two (2)** key maximum per each legal Terramar lot/address. Replacement key: \$150; limit 1 per year

2017-2018 TERRAMAR ASSOCIATION RULES

1.	<p><u>KEY USE.</u></p> <ul style="list-style-type: none"> • The key is for use <u>only</u> by the Member and family members residing in the household of a Member, <u>plus</u> immediate family: parents, children, and siblings (even if not living at the property). Other guests/users of Terramar property must be accompanied by the Member. • You are responsible for your key. DO NOT LEND YOUR KEY TO A NON-MEMBER. • We reserve the right to inspect your key number to verify Membership privileges. • Membership rights and the key are NON-TRANSFERRABLE. If a Member moves from the area, the key must be returned to the Association. • Keys shall not be distributed to guests, non-residents, non-Members or to anyone other than those specified above. A Violation of this rule (or any rule) can result in a loss of Membership and key rights, including suspension and/or termination of Membership (and key). See Bylaws (Sec. 3.05) for details re suspension/termination of Membership procedures.
2.	<p><u>RULES FOR USE OF TERRAMAR BEACH PROPERTY</u></p> <ul style="list-style-type: none"> • <u>KEEP BOTH GATES (upper and lower) CLOSED AND LOCKED AT ALL TIMES.</u> Do not tie or prop open. Beach property hours are 7:00 a.m. to 10:00 p.m. Please consider your neighbors and keep your noise level to a minimum. (Due to Association rules and liability insurance requirements, only Members and their authorized guests may enter and use the Terramar property.) • Use of Terramar property is at your own risk. There is no lifeguard on duty at any time. Execution of a Waiver of Liability must be executed by each Member. • No commercial use will be allowed on site, i.e. surf lessons, exercise classes, etc. Membership may be revoked. • Smoking is prohibited on Terramar beach property • No underage drinking allowed. This rule will be strictly enforced. • Please keep the stairway, hose area, and the walk-through area of landing area clear of clutter, chairs, etc. • Stay off the rip-rap (large rocks) and beach railings. • No motorized vehicles, skateboards, bicycles, or scooters of any kind are to be transported/driven on the landing property. • No fishing from the landing, even at high tide. • No amplified music. • No wood burning on Terramar property.
3.	<p><u>DOGS</u></p> <ul style="list-style-type: none"> • <u>DOGS ARE NOT ALLOWED ON THE TERRAMAR PROPERTY AT ANY TIME EVEN IF ON A LEASH. NO STOPPING. NO LOITERING. NO EXCEPTIONS.</u> • Dogs are allowed on a pass-thru basis only. Bags are available at the top of the stairs or behind the benches at the top of the Terramar property. • Dog owners enter the beach at their own risk of a fine from California State Parks. Supervise your dogs at all times. • Please wash/rinse your dogs at the <i>top</i> of the steps and not on the tables.
4.	<p><u>PARTIES and LARGE GATHERINGS</u></p> <ul style="list-style-type: none"> • Parties of 11 or more people (group size cannot exceed 30 people, this includes Terramar Association members and non-members) must obtain approval from the Terramar Board at least 3 weeks prior to the date of use. • The Association Owner Member and Tenant, if applicable, must complete an Application for Use and provide all of the following with their Application (Application Use Form available upon request) Tenants Request for Use be must submitted by the property owner: <ul style="list-style-type: none"> • Applications for Use of landing will not be granted to Non-Members, including former Members or residents. The Board reserves the discretion and right to deny any application for use for any reason, including but not limited to time/day requested. No parties will be approved between Memorial Day and Labor Day. • Payment of a \$300 use fee per event (non-refundable) must be paid before the event. • Payment of a \$250 cleaning fee (refunded if area is cleaned up) must be paid before the event. • Portable toilet must be delivered and removed at your expense. • Both the Owner Member and Tenant Member, if applicable must sign a Waiver of Liability. The owner member must provide proof of \$1 million day insurance coverage naming Terramar Association as additional insured. • All Rules for Use of Terramar property (see above) must be observed. Member is responsible for making sure all rules are observed. Special or additional rules may be imposed by the Board. • Regardless of the event, all Members retain the right to use the Terramar property and have access to the gate,

	<p>i.e., there are no “private parties”.</p> <ul style="list-style-type: none"> • Violations may result in loss of membership termination and key rights. • No dogs allowed during events.
5	<p><u>RULES and REGULATIONS</u></p> <ul style="list-style-type: none"> • Membership in the Terramar Association is subject to these Rules and Regulations. • ALL Members are required to sign an Acknowledgement of Rules and Regulation and Liability Waiver Agreement annually. • These Rules and Regulations are subject to change and modification at any time. <p>A Violation of any of these Rules can result in a loss of your Membership and key rights, including suspension and/or termination of Membership. See Bylaws (Sec. 3.05) for details regarding suspension and/or termination of Membership procedures.</p> <p>Any violation of these Rules should be reported to any Member of the Association Board of Directors OR secretary@terramarassociation.com</p>

THANK YOU FOR YOUR COOPERATION. SEE YOU AT THE BEACH!

PLEASE READ AND SIGN. RETAIN YOUR COPY OF THE RULES.

**ACKNOWLEDGMENT OF RULES AND REGULATIONS
2017-2018**

I have read and agree to comply with the Terramar Association Rules and Regulations 2016-2017. I understand that failure to comply with these Rules and Regulations can result in loss of Membership and key/gate privileges. I have read and executed the form of Waiver of Liability agreement.

PLEASE PRINT:

OWNER'S NAME	Click here to enter text.
TERRAMAR ADDRESS	Click here to enter text.
MAILING ADDRESS	Click here to enter text.
PHONE #:	Click here to enter text.
EMAIL ADDRESS	Click here to enter text.
OWNER'S SIGNATURE	
Owners with Terramar Rental property please check here	<input type="checkbox"/>
RENTER'S NAME	
EMAIL ADDRESS	
PHONE #	
RENTER'S SIGNATURE	

Check one	Type of Membership
	<u>New owner Member</u> - \$300 (proof of residency required). This is a one-time fee. Membership fee must be paid at the time of application. Annual dues fee is \$150 additional.
	<u>New Tenant Member</u> - \$300 – owner must also be member. This is a one-time fee. Annual dues fee is \$150 additional. NOTE: Tenant Membership renewal and issuance of key cannot occur until the Owner Member has paid/renewed his application, including execution of Acknowledgement of Rules and Regulations and Waiver of Liability agreement.
	Renewal owner member - \$150 until June 13 th ; after June 13 th a \$25 late fee will be applied.
	Renewal tenant member - same
	Number of keys - 2 keys per lot/address; 1 replacement key per year. \$150 each key.
	TOTAL PAYMENT AMOUNT ENCLOSED

IF YOU WOULD LIKE YOUR KEY MAILED TO YOU, PLEASE PROVIDE AN ADDRESS BELOW:

Click here to enter text. _____

If you have questions, please contact: secretary@terramarassociation.com

TERRAMAR ASSOCIATION, P.O. BOX 1711, Carlsbad, CA 92018

**TERRAMAR ASSOCIATION
 WAIVER OF LIABILITY, ASSUMPTION OF RISK
 AND INDEMNITY AGREEMENT**

In consideration of becoming, maintaining or renewing a membership in the Terramar Association, a California nonprofit mutual benefit corporation ("**Association**") and the use of Association property, the undersigned ("**Member**"), for him or herself, his or her guests, invitees, permittees, licensees, personal representatives, heirs, and next of kin, whether or not accompanied by Member ("**Member Parties**"), hereby agrees as follows:

1. Member, on behalf of the Member and Member Parties, enters this Waiver of Liability, Assumption of Risk and Indemnity Agreement ("**Agreement**") by and on behalf of him or herself and all Member Parties. The Member agrees to make the terms of this Agreement known to all Member Parties and hereby agrees to the below on behalf of all Member Parties. Wherein referenced below, Member shall mean and include Member Parties.

2. The Association shall not be liable for any loss, damage or injury of any kind whatsoever, including death, dismemberment, or impairment, to the person or property of Member and Member Parties or to any person whomsoever accessing the Association property by way of Member's membership rights, which may be caused by (i) any use of the Association property, including without limitation, the pathway, gate, stairs or the beach accessed therein, including any known or unknown defect therein, (ii) any failure or defect of any service or amenity provided upon or contained within the Association property, or (iii) any other cause whatsoever by being in, on or using the Association property.

3. The Member, on behalf of Member and Member Parties acknowledges that the use of the beach and swimming in the ocean is a risk inherent activity and no lifeguard is on duty at the beach accessed through the Association property. Members and Members Parties use the Association property at their own risk. The Association makes no warranty or representation regarding the safety or integrity of the property or any portion thereof.

4. Member, on behalf of Member and Member Parties, hereby releases, waives, discharges and covenants not to sue the Association, its board of directors, agents, officers and employees or other members of the Association (collectively, the "**Released Parties**"), from any and all liability to the Member for any and all loss or damage, any claim or demands therefor on account of injury to the person or property or resulting in death of Member arising out of or in connection with the use of the Association property, whether caused by negligence or failure to act of the Released Parties, or otherwise.

5. Member, on behalf of Member and Member Parties, hereby agrees to indemnify, defend, save and hold harmless the Association and the Released Parties from any loss, liability, damage or cost they may incur out of or related to the Member's use of the Association property, whether caused by negligence of the Association or Released Parties or the failure to act.

6. Member shall be solely responsible for distributing this Waiver of Liability, Assumption of Risk and Indemnity Agreement to Member Parties. If any Member Party files any claim, action or proceeding, of any kind, against the Association, the Member shall indemnify and hold the Association harmless for any and all loss, costs, expenses, liability, damages or other expenses, including attorneys fees, that may incurred by the Association to defend against such claim, action or proceeding.

The undersigned has read this Waiver of Liability, Assumption of Risk and Indemnity Agreement and fully understand its terms, understand that he or she has given up substantial rights by signing it and has signed it freely and voluntarily without any inducement, assurance or guarantee being made to him or her and intended by his or her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

PRINT NAME Click here to enter text.	DATE Click here to enter text.	ADDRESS Click here to enter text.
SIGNATURE		

Item 2