

Certificate of Status

I certify from the records of this office that CHARLOTTE HARBOR COMMUNITY SAILING CENTER INCORPORATED is a corporation organized under the laws of the State of Florida, filed on September 27, 2002.

The document number of this corporation is N02000007383.

I further certify that said corporation has paid all fees due this office through December 31, 2002, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Authentication Code: 020927115011-000008057470#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty Seventh day of September, 2002



Jim Smith
Jim Smith
Secretary of State

Certified Copy

I certify the attached is a true and correct copy of the Articles of Incorporation of CHARLOTTE HARBOR COMMUNITY SAILING CENTER INCORPORATED, a Florida corporation, filed on September 27, 2002, as shown by the records of this office.

The document number of this corporation is N02000007383.

Authentication Code: 020927115011-000008057470#2

2002



Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty Seventh day of September,

Jim Smith
Jim Smith
Secretary of State

**2003 NOT-FOR-PROFIT CORPORATION
UNIFORM BUSINESS REPORT (UBR)**

DOCUMENT # N02000007383

1. Entity Name
CHARLOTTE HARBOR COMMUNITY SAILING CENTER INCORPORATED



Principal Place of Business 19246 PALMDALE CT PORT CHARLOTTE, FL 33948 US	Mailing Address 19246 PALMDALE CT PORT CHARLOTTE, FL 33948 US
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2. Principal Place of Business	3. Mailing Address
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Suite, Apt. #, etc.	Suite, Apt. #, etc.
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City & State	City & State
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Zip	Country	Zip	Country
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CHECK HERE IF MAKING CHANGES

4. FEI Number 45-0493595	Applied For Not Applicable
5. Certificate of Status Desired <input type="checkbox"/>	\$8.75 Additional Fee Required

6. Name and Address of Current Registered Agent

**PECK, DENNIS
19246 PALMDALE CT.
PORT CHARLOTTE FL 33948**

7. Name and Address of New Registered Agent

Name _____
Street Address (P.O. Box Number is Not Acceptable) _____
City **FL** Zip Code _____

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE _____
Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reinstating) DATE

FILE NOW: FEE IS \$61.25	9. Election Campaign Financing Trust Fund Contribution. <input type="checkbox"/>	\$5.00 May Be Added to Fees	Make Check Payable to Florida Department of State
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10. OFFICERS AND DIRECTORS		11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 10	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	P PECK, DENNIS 19246 PALMDALE CT. PORT CHARLOTTE FL 33948	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP <input type="checkbox"/> Change <input type="checkbox"/> Addition
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TITLE NAME STREET ADDRESS CITY-ST-ZIP	S DIXON, WILLIAM J 2463 FLORA LN. PUNTA GORDA FL 33950	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP <input type="checkbox"/> Change <input type="checkbox"/> Addition
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TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP <input type="checkbox"/> Change <input type="checkbox"/> Addition

12. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.

SIGNATURE: *Dennis Peck* **Dennis Peck** 2/17/03 (941) 629-1650
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR Date Daytime Phone #

00000001

CR20037 1/10/02

**AGREEMENT BETWEEN
CHARLOTTE COUNTY FAMILY YMCA, INC.
CHARLOTTE HARBOR COMMUNITY SAILING CENTER, INC.**

This agreement is made and entered into this 25 day of August 2005, by and between CHARLOTTE COUNTY FAMILY YMCA, INC., (hereinafter "YMCA") and CHARLOTTE HARBOR COMMUNITY SAILING CENTER, INC., (hereinafter "Sailing Center") both being a non-profit corporation organized under the laws of Florida.

WITNESSETH:

WHEREAS, the Charlotte County Family YMCA, Inc. has a management Agreement Contract with City of Punta Gorda to operate, rent, lease and manage the Bayfront Center on West Retta Esplanade in Punta Gorda, Florida and

WHEREAS, the Charlotte Harbor Community Sailing Center, Inc. wishes to provide and promote sailing opportunities for the general sailing community by providing instructional sailing programs and sailing events and

WHEREAS, the Charlotte County Family YMCA has agreed to provide office space, use of restrooms, use of classroom space, boat storage space and launching ramp space to the Charlotte Harbor Community Sailing Center, Inc. at the Bayfront Center and

WHEREAS, the Charlotte Harbor Community Sailing Center, Inc. will provide volunteers and equipment to be able to provide sailing opportunities and

WHEREAS, the YMCA and Sailing Center desire to enter into this Agreement to accomplish this partnership:

NOW, THEREFOR, based on the premises and the mutual covenants, conditions, and considerations hereinafter expressed, the parties agree as follows:

1. Purpose: The purpose of this agreement is for YMCA to provide office space, program classroom space, storage space and launching ramp space at the Bayfront Center to be used for Sailing Center programs and sailing events and for the Sailing Center to provide discounts of membership and program fees to YMCA members, three (3) weeks of sailing instruction at YMCA Camps and 100% of net proceeds from one (1) sailing regatta per year.

2. YMCA Agrees to:

- a) Provide office space
- b) Provide office key/Bayfront Center main entrance key
- c) Pay utilities expense
- d) Provide use of restrooms
- e) Provide restroom supplies
- f) Provide use of meeting room space when available
- g) Provide use of northwest grass area for boat storage
- h) Provide sign space at main entrance on Retta Esplanade
- i) Provide Program Brochure space to promote sailing programs and events

3. Sailing Center Agrees to:

- a) Furnish and maintain office space according to YMCA standards
- b) Assist with restroom cleaning
- c) Cleaning of meeting room(s) after each use
- d) Provide sailing program/event information for YMCA brochure meeting YMCA printing schedules
- e) Provide boat storage racks and maintenance of storage area

11. Indemnification:

Sailing Center shall indemnify, save, and hold harmless YMCA and all its officers, agents or employees from all suits, actions, claims demands and liability of any nature whatsoever arising out of, because of, or due to breach of this Agreement by Sailing Center or its subcontractors, agents, clients, volunteers or employees. Neither Sailing Center nor any of the other above named will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of YMCA or any of its officers, agents or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above Written.

3. Authorized Representatives and Notices:

In the event either party hereunder desires or is required to provide and notice to the other party, the party desiring or required to provide such notice shall provide it to the Authorized Representative for the other party in writing at the address listed below:

Authorized Representative for YMCA:

Chief Executive Officer
Charlotte County Family YMCA, Inc.
1777 Tamiami Trail, Ste. 501
Port Charlotte, FL 33948

Authorized Representative for Sailing Center:

President, Board of Directors
Charlotte Harbor Community Sailing Center, Inc.
750 W. Retta Esplanade
Punta Gorda, FL 33950

4. Term/Termination:

The term of this agreement shall begin on the day and year first above written and shall be for two (2) years with an automatic renewal on the anniversary date. Either party can terminate agreement with a sixty (60) day notice prior to renewal date in writing.

5. Default:

Should either party fail in any respect to comply with the terms of this Agreement and should the other party notify them in writing of the matters regarding which default is asserted, and should the defaulting party fail to either cure the default within thirty (30) days to rectify the default and continue thereafter to diligence to rectify the default until it is fully rectified or cured, then the other party may terminate this Agreement at any time thereafter during the continuance of the default by giving written notice to the defaulting party of the election to terminate.

6. Insurance:

Charlotte Harbor Sailing Center, Inc. agrees to provide the following insurance, to remain in effect until termination of the Agreement:

- a) Worker's Compensation Insurance as required by Florida Law
- b) Public Liability Insurance – bodily injury and property damage with combined single limits of \$1,000,000. YMCA shall be an additional named insured-land lord on any such public liability insurance policy.

Sailing Center shall furnish valid proof of insurance for the above-required insurance and certificates acknowledging YMCA as additional insured on the public liability policy.

7. Modification of Agreement:

Charlotte Harbor Community Sailing Center

- A not for Profit 501C3 Corporation set up to provide community sailing programs for the Punta Gorda and Charlotte County area.
- Developing programs to enable all to sail small boats.
- A place to hone one's sailing skills for safety and competition.
- Learn water safety and good boating skills

Educational programs for youth and adults.

Family learning time and experience.

Family Classes, Individual Classes

Group Classes, School programs:

High School Teams

College Teams and Classes



A photograph of a sailboat docked at a pier. The sailboat has a white sail with a red logo at the top, the number '73' in the middle, and 'ET' at the bottom. Three people are standing on the pier next to the boat. One person is in a wheelchair. The background shows a body of water and some trees.

Sailing Is For Everyone

Sailing for those with Disabilities

Classes and outings

International Regattas

A photograph of two sailboats on a body of water under a clear sky. The foreground boat has a prominent red and white sail. The background boat has a blue and white sail. The text is overlaid in white, serif font.

Continuing Education
Classes Year Round
Seasonal Classes
Certifications:
National & International
Levels

Regattas: State Competitions
National Competitions
International Competitions
Local Competitions

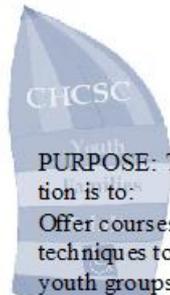












*Charlotte Harbor
Community Sailing Center*

PURPOSE: The purpose of this organization is to:

Offer courses in Basic sailing and racing techniques to the public and designated youth groups. Also to promote safety and seamanship and to generate an interest in the sport of sailing.

Special events:

- Regatta's
 - National Championships
 - Regional Championships
 - Local Regattas
 - Match racing & Fleet racing
 - One-design racing

Classes:

- Individual Classes by special request
- Membership only
- Basic Sailing
 - One week \$125.00
 - with membership
- Racing
 - Local racing held weekly.
 - Can be scheduled upon request.

WE ARE HERE TO ASSIST LOCAL CLUBS AND ORGANIZATIONS IN SAILING PROGRAMS

Special thanks for support to:

Charlotte County Family YMCA

Punta Gorda Sailing Club

City of Punta Gorda

Lets us know of your special needs and we will try to meet them. We can assist you in your need for race committee and small regattas. We are here to assist High School Teams in local competitions.

U.S. Sailing certified instructors
Classes are U.S. Sailing certified



Temporary contact information:

(941) 627-6650

bdselah1@globalcrossing.net

Location:
Bay Front Center, YMCA building
750 West Retta Esplanade, Punta Gorda, Florida 33950

Programs to be offered:

Youth sail training	Disabled
Basic sailing	Basic Sailing
Racing techniques	Racing techniques
High school teams	
One-design racing	Racing against
Family	able-bodied
Sailing classes	sailors one
family time	on one or
Adult sail training	double-handed.
Basic Sailing	Challenging
Racing techniques	everyone's
Advanced Skills	potential
One-design racing	

Membership are either single or family with family being limited to the immediate (same address) family. "Junior Memberships" for those under 18 are available. All members are expected to participate in at least 50 hours per year of center activities.

Juniors memberships \$45.00 + volunteer time

CSA charter membership \$100.00 + volunteer time

Family membership \$140.00 + volunteer time

Contributing membership \$500.00

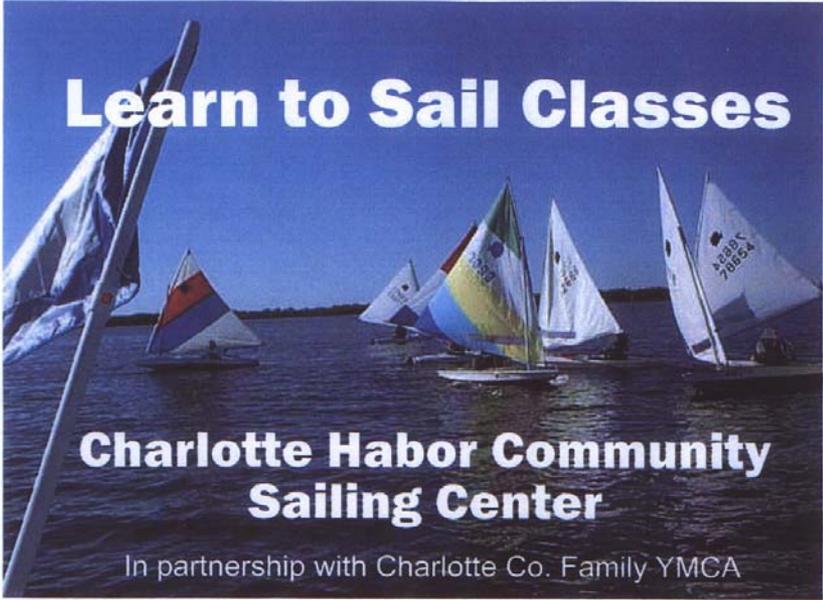
YMCA value Memberships

Use of boats with membership:

- First come basis
- Maintenance fee for Regatta use.
- Special arrangements for Guest

This is a community sailing center not a club. We are here to give the Public the chance to enjoy sailing.





Learn to Sail Classes

Charlotte Harbor Community Sailing Center

In partnership with Charlotte Co. Family YMCA

Dates: August 10th - Sept. 7th
Every Thursday evening
Time: 6:00 PM - Sunset
Ages: 13 and up

LOCATION: BAY FRONT CENTER, YMCA BUILDING.
750 WEST RETTA ESPLANADE
PUNTA GORDA, FLORIDA

Registration: August 3rd, 2006, 6:00 PM at Center

Information: (941) 627-6650,
email: bdselah1@globalcrossing.net

cost: \$90.00 members
\$100 non-members

save on discount with family membership

Safety

Knowledge of operation of vessels

1. Classroom instruction

- a. Books (\$15.00 ea. X 50)
- b. Projector & screen (\$1,200.00)
- c. training equipment [lines & Etc.] (\$300)

3. Knowledge of

Right of Way Rules

- a. On the water knowledge (practice)
- b. off the water (understanding)

2. Time on the water for experience

4. Boating equipment

Different types of vessels needed

- a. Sail (\$3,000-\$15,000)
- b. Power (donated)
- c. Rowing & Paddle type (?)
- d. Safety boat (four cycle engine \$8,000)
(instructor chase boat) (insurances \$4,200)

- a. clothing
- b. life preservers
- c. signals
- d. fire equipment
- e. requirements by states & Feds
(equipment)

Need for Public Access to Water

Training Area

Floating dockage (\$10,000)

Boat lifts (\$2,600)

ADA Access for training area & Rec. Area

Parking Access

Controlled access for youth activities

Group training for organizations

Family activities

Provide safe access to water with training







