

NEWBURYPORT YACHT CLUB

2011/2012 Rules & Regulations

In accordance with the Newburyport Yacht Club Bylaws, the Board of Directors has established the following Rules & Regulations governing members' and renters' rights, responsibilities and privileges.

These Rules & Regulations also include important information about Club operations, and related policies. Please review them carefully.

MEETINGS OF THE BOARD OF DIRECTORS

The Board of Directors generally meets monthly at the Club House. Meetings are called to order at 7:00 PM and adjourn at approximately 9:00 PM.

Meeting dates are posted on the Club's website, and members will be notified in advance in the event of a change in a meeting date and/or location.

Previous meeting minutes are also posted on the website.

Members reserve the right to attend Board meetings, and may address the Board if a request is made of the Club Secretary at least seven days prior to the meeting date. The member making the request must state the specific nature of the issue or issues to be addressed.

Otherwise, members and other interested parties may be heard only at the discretion of the Commodore or presiding Flag Officer.

CLUB WEBSITE

Members and renters are encouraged to visit the Club website at newburyportyachtclub.com for information on a variety of subjects, including upcoming social events and other items of current interest.

There also are various forms available for downloading, as well as links to weather sites and to the Land's End Ship's Store.

With the exception of the Club Archives, all site content is available to members, renters, and to the general public. User Names and Passwords are not required.

CLUB BYLAWS

The Club Bylaws are posted and available for downloading on the Club's website. Copies of the Bylaws are also available upon request via the Club Office.

GENERAL INFORMATION

Club Address/Deliveries

Vendors are to be advised that the Club is located at 300 REAR Merrimac Street. Members and renters are to provide their name and cell phone number to vendors, and to instruct vendors to call them when they arrive at the Club.

Guests

No guests are allowed on Club premises unless accompanied by a member or renter. Although guests are welcome, inviting large numbers of guests is neither appropriate, nor considerate of the rights of others.

Members and renters are solely responsible for the conduct of their guests, and members and renters will be held liable for any infractions of the Club's Rules & Regulations associated with their guests.

Children

Parents and guardians are responsible for the conduct and the safety of their children. Running and otherwise creating disturbances of any kind while on Club premises will not be tolerated.

Pool & Pool Area

The pool is reserved for the exclusive use of members, renters, and their guests. However, members and renters are discouraged from bringing guests to the pool on weekends.

The Club does not provide lifeguards. Members, renters, and their guests using the pool do so at their own risk. No swimming or use of the pool area is permitted after dusk.

While in the pool or pool area, children ages 12 and under must be accompanied by and be under the direct supervision of an adult at all times. Under no circumstances are children wearing diapers allowed in the pool.

Absolutely no glass containers of any description are permitted in the pool area.

Pets are not permitted in the pool area.

Grill Area

The Club provides gas grills for the convenience of members, renters, and their guests. Those using the grills are responsible for cleaning them, and leaving the surrounding area clear of all trash, and otherwise in a clean and orderly condition.

Sound System

The Club maintains a Sirius Radio system for the enjoyment of its members, renters and their guests. Access to the system is restricted to authorized personnel only and is programmed to shut down at approximately 7 PM.

Parking

Parking is limited, and members, renters, and guests are encouraged to minimize the numbers of vehicles they bring onto Club premises.

Parking adjacent to B Dock Ramp is permitted in the designated area only.

Any vehicle parking in any area posted with a No Parking sign may be towed at the owner's expense, and the owner will be subject to a \$50.00 fine.

The area in the main parking lot designated as "Members Only" is reserved for the exclusive use of members who are occupying a slip in the Marina. Members who have leased their slip(s), renters, guests, and vendors are not permitted to park in this area.

To secure a Parking Pass, members who are entitled to park in the Members Only area must complete and submit to the Club Office a Parking Pass Registration form. The form is available on the Club website and via the Club Office.

The Pass will be numbered and cross-referenced to a list of plate numbers and descriptions of each vehicle the member may wish to park in the "Members Only" area.

Members may register a maximum of three such vehicles. However, no more than one of those vehicles may be parked in the "Members Only" area at any one time.

- * The Parking Pass must be prominently displayed on the dashboard of the vehicle, or suspended from the rear view mirror and facing outward.
- * Any vehicle not displaying a Parking Pass may be towed at the owner's expense, and the owner will be subject to a \$50.00 fine.
- * Any vehicle not registered with the Club Office displaying a Parking Pass may be towed at the owner's expense, and the owner will be subject to a \$50.00 fine.

During launch and haul seasons, parking in the main yard may be restricted. In that event, members, renters, and their guests are to park in designated areas only.

Handicapped Parking

Handicapped parking areas are located at the southerly end of the Club House adjacent to the handicap access ramp, and in B Lot adjacent to the entrance ramp. These locations are reserved exclusively for individuals entitled to park in handicapped areas.

Members, renters, or guests found to be in violation of this policy will be subject to a \$50.00 fine, and vehicles may be towed at the owner's expense.

"Boat Trash"

One dumpster in each of the two parking areas is for disposal of "boat trash" only. Individuals disposing of anything other than "boat trash" in the dumpsters designated for that purpose will be subject to a \$200.00 fine as well as all costs associated with the proper disposal of such unauthorized items.

In the event the boat trash dumpsters are full, trash is to be removed from the premises.

Recyclable Materials

The second dumpster in each of the two parking areas is for the disposal of recyclable materials only. No other trash of any description is to be placed in these dumpsters.

Members and renters must comply with the Club's Zero Sort Recycling Guidelines, which include a list of "Acceptable" items. This list is posted on the designated recycling dumpsters, in the Club House, and on the Club's website. Barrels in and around the Club House are provided for the disposal of cans and bottles.

Hazardous Materials

Under no circumstance are hazardous materials to be placed in any dumpster. Individuals failing to remove such materials from the Club premises will be subject to a \$500.00 fine, plus all costs associated with their proper disposal.

(See Rules & Regulations pertaining to Environmental Policies).

Onshore Private Events

No private event may conflict with a Club sponsored event. Sponsors and their guests do not have exclusive rights to any Club facilities. Private events must be limited to 25 guests, and must end no later than 10 PM.

There is a \$50.00 fee for renters wishing to host a private event. There is no fee for members. Members and renters must pay a \$100.00 refundable deposit when submitting the Private Event Request form. Forms are available on the Club website and via the Club Office, and must be submitted at least 14 days in advance of the proposed event.

At the conclusion of the event, all trash must be removed, and the premises otherwise left in a neat and orderly condition. Private event sponsors failing to adhere to these requirements will forfeit the \$100.00 deposit.

Pets

While on Club premises, including the Marina, pets must be leashed at all times. Owners must clean up immediately after their pet. Failure to do so may result in the pet being banned from the Club premises.

The Board of Directors also reserves the right to ban from the Club premises any pet that exhibits antisocial behavior, or is a nuisance to other members, renters or to other pets.

MEMBERSHIP TRANSACTIONS

Membership Sales

Members intending to sell their membership rights must complete and submit to the Board of Directors for approval a Membership Redemption Notice & Listing form. The form is available on the Club website and via the Club Office.

Members retain all rights and privileges, and remain liable for dues, fees, assessments, and any other charges accrued through the date the membership is sold.

The Club will have the right to deduct from the sale proceeds an amount equal to any outstanding indebtedness to the Club as of the date the membership is sold.

Regardless of when the membership is sold, members are not entitled to any prorated portion of their annual dues, fees, assessments, or any other charges paid prior to the sale of the membership.

The Club will also be entitled to retain a reasonable percentage of the sale proceeds in accordance with a schedule to be determined from time to time by the Board of Directors.

Membership Resignations

Members resigning from the Club at the request of the Board of Directors must complete and submit a Membership Redemption Notice & Listing form. The form is available on the Club website and via the Club Office.

Such former members retain the right to establish the price at which their membership is offered for sale. However, the asking price is subject to Board approval.

As of the effective date of the resignation, such former members forfeit all other membership rights and privileges, including the right to use the Club facilities, and the right to occupy their assigned slip, or winter land storage area.

Such former members remain liable to the Club for any outstanding indebtedness accrued through the effective date of the resignation. However, as of the effective date of the resignation, such former members will not be subject to any additional charges, including interest charges on any outstanding balance.

Such former members are not entitled to any prorated portion of their annual dues, fees, assessments, or any other prior obligations, which have been paid prior to the effective date of the resignation.

Until such time as the membership is sold, the Club will have the right to lease the former member's slip and/or winter land storage, and to retain all or, at the Board's sole discretion, a reasonable percentage of the rental proceeds.

At such time as the membership is sold, the Club will have the right to deduct from the sale proceeds an amount equal to any outstanding indebtedness to the Club as of the effective date of the resignation.

Expulsions From Membership

Members who fail to resign at the request of the Board of Directors will be expelled from the Club upon 30 days written notice. The notice will be sent via certified mail to the member's last known address.

As of the effective date of the expulsion, such former members forfeit all membership rights and privileges, including the right to use of the Club facilities, the right to occupy their slip or winter land storage area, *and the right to determine the price at which their membership is sold.*

Members who have been expelled from the Club remain liable to the Club for any outstanding indebtedness accrued through the effective date of the expulsion. However, as of the effective date of the expulsion, such former members will not be subject to any additional charges, including interest charges on any outstanding balance.

Members who have been expelled from the Club will not be entitled to any prorated portion of their annual dues, fees, assessments, or any such other obligations, which have been paid prior to the effective date of their expulsion.

At such time as the membership is sold, the Club will have the right to deduct from the sale proceeds an amount equal to any outstanding indebtedness to the Club as of the effective date of the expulsion. The Club will also be entitled to retain a reasonable percentage of the sale price in accordance with a schedule to be determined from time to time by the Board of Directors.

The Club will also be entitled to reimbursement for any administrative and/or legal expenses associated with actions the Club may elect to pursue in the service of protecting its interests and those of its members.

Membership Transfers

Members electing to transfer their membership rights to another party or parties must complete and submit a Membership Transfer Petition to the Board of Directors for approval. The petition is available on the Club website and via the Club Office.

ABANDONED VESSELS/RIGHT OF REMOVAL

The Club reserves the right to have removed from the Club premises any boat, which has not been launched for two consecutive seasons. The Board of Directors will send notice of its intentions via certified mail to the owner at the owner's last known address.

The owner will have 30 days from the date of said notice to arrange for the removal of the boat. Otherwise, the Club reserves the right to have the boat removed to a location of the Club's choosing, and at the owner's expense.

The Club will further reserve the right to seize the vessel in accordance with the General Laws of the Commonwealth of Massachusetts.

MARINA RULES

- * Boats must be properly maintained, seaworthy, and capable of moving under their own power at all times. No boat shall create a fire or sinking hazard.
- * Members, renters, and their guests are expected to assist with dock lines when they are in the vicinity of boats entering or leaving the Marina.
- * Parents and guardians are responsible for the conduct and safety of their children. While on the docks, *children aged 12 and under must wear life preservers and be in the company of an adult at all times. Parents or guardians failing to adhere to this requirement will be subject to a \$50 fine.*
- * Noises generated by engines, equipment, televisions, radios, and so forth are to be kept at reasonable levels.
- * No parties or "gatherings" are permitted on the docks after 11:30 PM.
- * No laundry may be hung on any dock.
- * Members and renters must keep the area associated with their dockage clean and *clear of obstructions. Nothing, including steps, is to be placed on any dock at any time that will impede the safe and unobstructed passage of individuals and dock carts.*
- * As long as they are properly maintained, do not impede the normal flow of traffic and otherwise do not represent a nuisance to others, portable coolers may be stored on the dock adjacent to a member's or renter's boat.
- * Bicycles, motorcycles, and motor scooters are not allowed on the docks.
- * Nothing, including but not limited to TV antennas, cookers and "decorations" of any description, is to be permanently attached to any dock.
- * Unless installed temporarily in conjunction with a party, no installations of any kind, including decorations of any description are permitted on the docks at any time. Temporary installations, including but not limited to decorations, tables, and chairs must be removed from the docks no later than 8 AM the following day.
- * No bait traps, bait storage containers, lobster traps, or freezers may be stored at any time on any dock or elsewhere on Club premises.
- * Members and renters who cut and clean fish on the docks must protect the dock from damage and thoroughly clean the area afterwards. All costs for remedying any staining or other damage to the docks will be billed to the responsible party.
- * Other than portable gas tanks designed to fuel an outboard motor, no fuel containers are allowed anywhere in the Marina. Fueling at the docks is prohibited by state and local laws, and is in violation of the Club's insurance policy.
- * Dock carts are to be returned to the dock entrance ramps immediately after use.

* **NO OPEN FLAME** or the use of charcoal or propane grills is permitted on the docks. (Use of controlled propane grills aboard a member or renter's boat is permitted.)

* Swimming from any dock is extremely dangerous, and is absolutely forbidden. Scuba diving is permitted only by certified individuals, and only for making minor repairs.

* No major repairs are to be made while a boat is in her slip. Nor are any support structures, such as cranes or scaffolding, permitted on any dock. No spray painting is permitted on any dock.

Dinghies & Jet Skis

A "dinghy" is defined as 12 feet LOA or less, exclusive of outboard motor. Boats exceeding 12 feet LOA must be moored in a slip dedicated to that purpose, otherwise they are not permitted in the Marina. Jet Ski docks are not permitted in the Marina.

Members and renters may berth one dinghy or Jet Ski in the Marina. Members berthing more than one dinghy or Jet Ski in the Marina must pay a \$100.00 fee for each additional dinghy or Jet Ski. Renters must pay a \$250.00 fee.

Prior to launching a dinghy or Jet Ski, owners must complete a Registration Form. Upon submittal, the owner will be issued a Mooring Sticker, which is to be prominently displayed on the bow of the dinghy, or on the engine housing of the Jet Ski. Renters must pay a \$25.00 fee for each Mooring Sticker. There is no fee for members.

Mooring Stickers are required regardless of where the dinghy or Jet Ski is moored or stowed aboard the owner's boat. The Club will remove from the Marina any dinghy or Jet Ski not properly displaying a Mooring Sticker, and the owner will be subject to a \$300.00 fine, plus a \$10.00 per day storage fee until a Mooring Sticker is properly displayed.

Owners are solely responsible for maintaining their dinghies and Jet Skis. In the event the Club determines that a dinghy or Jet Ski is not being properly maintained, the Club reserves the right to remove it from the Marina. The owner will be subject to a \$300.00 fine, and a \$10.00 per day storage fee until the dinghy or Jet Ski is reclaimed and, if it is to be relaunched, deemed to be seaworthy.

Dinghies and Jet Skis moored in the Dinghy Dock area must be made up bow to. Dinghies and Jet Skis may not be moored in the "neutral zone" on the long fingers. This zone is defined as the 4-foot area between assigned slips on those fingers.

When space permits, dinghies and Jet Skis may be moored in a slip with a member or renter's boat. However, they must be made up to within no more than 3 feet of the stern of the boat and, in no instance may they be made up in such a manner as to impede safe, easy passage by boats navigating in the neighboring channel.

Alternatively, they may be made up to the bow pulpit when the configuration of the boat provides sufficient room for the dinghy or Jet Ski to sit directly below the pulpit.

Dock Boxes

The center sections on A, B and C Docks and on the Long Fingers provide access to utilities. This access must not be compromised by the placement of any Dock Box.

Only white fiberglass Dock Boxes are permitted. Dock Boxes may not exceed the following dimensions: Length @ 100", Width @ 30", Height @ 32".

Dock Boxes may not extend more than 20" from the outboard edge of the dock towards the center of the dock. When necessary to comply with this requirement, Dock Boxes must be installed in such a manner that the outboard edge of the Dock Box extends over the edge of the dock.

Prior to the installation of a new Dock Box, the Dock Master must approve the proposed placement and method of installation.

In the event a Dock Box is locked, either the combination or a duplicate key must be on file with the Club Office to facilitate temporary removal of the Dock Box when necessary for maintenance purposes.

In the event a member or renter fails to provide the Club Office with either the combination or duplicate key, when access is required, the Club reserves the right to remove locks without any liability for damage or loss.

Dock Lines

In the event a boat's dock lines are not in conformance with accepted standards or, in the event there is a potential for damage to a member's or renter's boat, or to another member's or renter's boat, the Club reserves the right to alter or modify the dock lines.

The Club, however, assumes no liability for any damage resulting from altering or modifying the dock lines. Any costs associated with alteration or modification of dock lines shall be the responsibility of the member or renter.

Emergencies

In the absence of the owner, and in the event of an emergency situation aboard a boat in the Marina, Club employees will make every reasonable effort to respond in an expeditious and appropriate manner.

In the event a member or renter's boat is at risk, the Club may, at its discretion, undertake or arrange for temporary or permanent repairs. The member or renter shall be responsible for such costs as may be incurred in the process.

When responding to such emergencies, the Club assumes no responsibility or liability for either property damage or personal injury.

Members and renters are solely responsible for ensuring that the Club Office has their current contact information, including a cell phone number.

Electrical Service

Electrical service is provided in the winter land storage area from on or about April 1st through on or about November 1st, and to the Marina from on or about May 15th through on or about October 15th.

Members and renters will be subject to a surcharge for electrical consumption in the event their consumption is deemed to be in excess of reasonable limits. Such unreasonable consumption includes but is not limited to running air conditioning units while not on board, and utilizing more than one 30 or 50 amp outlet without prior authorization.

Members wishing to upgrade their electrical service must submit a written request on the form provided for that purpose. The form is available on the Club website or via the Club Office.

All electrical power cords must be marine-certified and properly maintained.

PERSONAL LIABILITY & LIABILITY INSURANCE

While in and around Club waters, all boats, including dinghies and Jet Skis, must proceed at idle speed, creating no wake, so as to cause no damage or injury to person or property.

Owners will be liable for any damage or injury caused by their boat or by any other property. The Club will not be held liable or responsible for any personal injury, loss, or damage to the person or property of any member, renter, transient, guest, or vendor.

Owners of boats berthed in the Marina or stored on Club premises must carry a minimum of \$500,000 liability coverage per incident, and provide the Club with a copy of their policy's declaration page as proof of current coverage in that amount or a greater amount.

In the event such proof is not on file with the Club Office, the Club will notify the owner and the owner will be given 15 days from the date of said notice to provide the Club Office with a copy of the in force policy. Owners failing to comply with this requirement will be subject to a fine of \$100.00 per week until they are in compliance.

Payment of this fine shall not be construed in any manner whatsoever to be a substitute for the required coverage.

The Club reserves the right at any time to compel any owner to remove his or her boat from the Club premises for failure to comply with this requirement.

(As also stipulated elsewhere in these Rules & Regulations, outside vendors must provide evidence of current liability, personal property, and workman's comprehensive coverage of not less than \$1 million per occurrence, and \$2 million aggregate).

CHAPTER 91 REGULATIONS/TRANSIENT SLIPS & PUBLIC RIGHTS

The Club is subject to the terms and conditions of its Chapter 91 license.

Chapter 91 licenses are issued and enforced by the Massachusetts Department of Environmental Protection in order to "protect the public's interests in waterways of the Commonwealth," and to ensure that "public rights are not unreasonably restricted."

The license also protects our rights to approach "our land from the water."

In accordance with Special Condition 5 of our license, "*any berth authorized hereby shall be made available for transient use during periods of vacancy in excess of 24 hours.*"

The Club is therefore legally obligated to make any slip that is unoccupied by either a member or a renter for more than 24 hours available to transients.

Consistent with that obligation:

* Members and renters must notify the Club Office at least 24 hours in advance in the event they plan to leave their slip for more than 24 hours.

* The Club Office is solely responsible for assigning unoccupied slips to transients, and for ensuring that the owner/operator of the transient boat executes a Leasing Contract.

* In the event a member wishes to waive the fee for transient use of his or her slip, he or she may do so, but only by prior arrangement with the Club Office.

* In the event a member waives the transient fee, the Club shall be entitled to collect from the member or the owner of the transient boat 10% of the then published transient rate.

* Renters do not have the right to waive the transient fee.

* In accordance with the Chapter 91 license, the Club is obligated to grant to the public right of passage across Club property, and to permit public access to the bathrooms.

ENVIRONMENTAL POLICIES

It is critically important that members and renters acknowledge the significant liabilities associated with failure to comply with increasingly stringent local, state, and Federal environmental regulations. Failure to comply with these regulations may subject the Club to significant fines and or result in the suspension or loss of the Club's right to operate its waterfront facilities.

In the event a member or renter is found to be in violation of any such policy, the member or renter will be liable for any fines or penalties imposed by the Newburyport Yacht Club, the City of Newburyport, the Commonwealth of Massachusetts, or any agency of the Federal government.

The member or renter will further be liable for any fees or costs associated with the resolution of any issue arising as a result of the infraction, including but not limited to legal fees. This same liability will obtain in the event any vendor performing work on behalf of a member or renter is responsible for any infraction.

Shrink Wrap

Shrink wrap must be WHITE. No other color is permitted under any circumstances.

During spring commissioning, the Club provides at least one dedicated dumpster for shrink wrap disposal and recycling. ***No other dumpster is to be used for disposing shrink wrap.*** Members, renters and vendors are to read and adhere to the instructions posted on this dedicated dumpster.

Prior to being placed in the designated dumpster, the shrink wrap is to be folded to a width of 4 to 5 feet, rolled into a tight bundle and tied off with a strip of shrink wrap. The shrink wrap must be clean and dry, and all foreign materials, including rope, strapping, wood frames, doors and zippers must be removed and disposed of in the regular trash dumpster.

In order to make maximum use of the dumpster's capacity, shrink wrap bundles are to be placed neatly in the dumpster and as far forward in the dumpster as possible.

Individuals failing to comply with these regulations will be subject to a \$100.00 fine.

Hull & Deck Maintenance Precautions

When painting, scraping or making repairs, the area beneath the boat is to be *completely covered* with tarpaulins in order to prevent ground contamination. When spray painting, the entire area being painted must be properly enclosed ("tented") to preclude any airborne migration of the paint.

When sanding or grinding, in addition to appropriate ground cover, a properly designed "tent" is to be erected around the entire area to preclude any ground contamination or airborne migration of paint particles.

Only dustless vacuum sanders are permitted. Upon completion of the maintenance project(s), ground covers and tents are to be carefully gathered and disposed of in such a manner as to preclude dispersal of related contaminants.

Paint chips and sanding residue both in and around the containment area must be completely removed. (Shop vacuums are highly recommended for this purpose). *These particles are considered hazardous waste, and may not be disposed of on site.*

Individuals failing to comply with these regulations will be subject to the following schedule of fines/disciplinary actions:

- First Offense: \$200.00
- Second Offense: \$400.00 and one year suspension of winter storage privileges.
- Third Offense: \$600.00, permanent loss of winter land storage rights and such other disciplinary actions as the Board of Directors may elect to impose, including loss of leasing rights and expulsion from membership.

Violations need not have occurred during a single season. Detailed records of such violations will be maintained on file in the Club Office.

Hazardous Materials Disposal

Members and renters are solely responsible for ensuring that all hazardous materials, including but not limited to paint chips, sanding residue, batteries, waste oil, refrigerators, and ice machines are *disposed of off site, and in strict accordance with all applicable local, state, and federal regulations.*

Individuals failing to comply with these regulations will be subject to a \$500.00 fine plus reimbursement for all costs associated with their proper disposal. The Board of Directors further retains the right to terminate any renter's Lease, and to expel any member found to be in violation of these regulations.

Pressure Washing

No pressure washing is to take place on the launch/haul ramp or on any paved surface. Pressure washing is to take place only on gravel surfaces far removed from the River.

OUTSIDE VENDORS

Members and renters are responsible for ensuring that vendors contracted to perform work on their behalf register with the Club Office, and complete an "Outside Vendor" form prior to commencing work. This form is available on the Club website and via the Club Office.

Vendors must provide evidence of current, in force liability, personal property, and workman's comprehensive coverage of not less than \$1 million per occurrence, and \$2 million aggregate.

Members and renters are highly encouraged to be on site when work is being performed on their behalf.

In the event the member or renter will not be present, he or she must notify the Club Office by phone or email at least 48 hours in advance that a vendor is scheduled to perform work on his or her boat.

The "notice" is to include the name of the vendor and the day and time the vendor is expected to arrive on site.

Members and renters are responsible for ensuring that the vendor is aware of and agrees to strictly adhere to the Club's Environmental Policies.

In the event the vendor is in violation of any such policy, the member or renter will be held liable for any fines or penalties imposed by the Newburyport Yacht Club, the City of Newburyport, the Commonwealth of Massachusetts, or any agency of the Federal government.

The member or renter will further be liable for any fees or costs associated with the resolution of any issue arising as a result of the infraction, including but not limited to legal fees.

LAUNCHING

The launch operation is highly complex and demanding and members and renters must comply with the following regulations, and in a spirit of cooperation. Owners must complete the following Check List prior to launch and, when launched, be prepared to proceed to their assigned (or temporary) slip without incident.

Pre-Launch Checklist

- Batteries Charged & Engine (Test) Started
- Dock Lines Attached – Bow, Stern, Amidships
- Fenders In Place
- Bilge Plug(s) Installed
- Prop(s) Inspected
- Engine Cooling Seacocks Open
- Anchor and Rode On Deck

Scheduling

In order to afford the Operations Manager maximum flexibility, members and renters scheduled for a morning launch must be on site no later than 7 AM. Compliance with this requirement may result in the owner being launched ahead of the scheduled time.

Members and renters scheduled for an afternoon launch must be on site at least 3 hours prior to their scheduled launch time. *Failure to adhere to this requirement will result in the launch being rescheduled to a later date.*

Owners of boats 30' LOA or longer, including swim platforms and bowsprits, must ensure that their launch has been scheduled within four hours before/after high tide. The owner or his or her representative and at least one other crewmember must be present to assist with the launch.

Maintaining the launch schedule is subject to circumstances beyond the Club's control, and the Club cannot and will not guarantee that boats will be launched on schedule.

Blocking Boats

Owners of blocking boats must be prepared to launch on the date communicated in writing to them in early April of each year. As of May 15th, owners may be subject to a \$250.00 fee for moving their boat within the yard when and as necessary.

June 30th Launch Deadline

Owners, whose boats have not been launched by June 30th, may be subject to a \$200.00 launch fee. In the event it is necessary to move a boat within the yard during this period for "traffic flow" or safety reasons, the owner will be subject to a \$250.00 fee.

Outstanding Obligations

No member's boat will be launched unless the member is current with his/her financial obligations to the Club and, otherwise, deemed to be in "good standing." No renter's boat will be launched until all leasing fees have been paid in full. Such members and renters will also be denied access to the Club House and Marina.

IN SEASON HAULING & LAUNCHING

Owners requiring hauling and/or launching services in season must make arrangements with the Club Office at least 24 hours in advance. Charges for said services will be in accordance with published rates, and must be paid in full prior to the haul and/or launch.

NOTE: The Club cannot and will not haul, launch or otherwise move wooden boats.

END OF SEASON HAULING

Scheduling

Power and water service to the docks will be terminated on or about October 15th.

Owners who have leased winter land storage and who fail to schedule their haul on or before October 15th will be subject to a fine of \$100.00 per day until their haul is scheduled. Owners not prepared to be hauled in accordance with the agreed upon schedule will be subject to a fine of \$100.00 per day until such time as they are hauled.

Owners must report to the Operations Manager at least two hours prior to their scheduled haul, and must be tied up on the inside of G Dock either with engines running, or standing by in the bay area at the time for which their haul is scheduled.

Owners of boats 30' LOA or longer, including swim platforms and bowsprits, must ensure that the Club Office has scheduled their haul within four hours before or after high tide.

Unless prior arrangements have been made with the Club Office, the owner or his or her representative, and at least one other crewmember must be present to assist with the haul.

At their own risk and subject to prior arrangement with the Club Office and the Operations Manager, owners may berth their boat on the haul docks the evening prior to the day on which they are scheduled for haul, and need not be present when their boat is hauled.

Owners not intending to make use of the Club's winter land storage area must vacate the Marina no later than October 15th. Members and renters failing to adhere to this requirement will be subject to a fine of \$100.00 per day for every day they remain in the Marina after October 15th.

Outstanding Obligations

No member or renter's boat will be hauled unless the member or renter is current with his/her financial obligations to the Club and otherwise deemed to be in "good standing."

Sailboats

Once hauled, if they have not already done so, sailboat owners must remove all headsails to eliminate the possibility of the sail unfurling while in storage. The boom(s) must be securely tied off or removed to preclude the possibility of a swinging boom causing damage to a nearby boat.

"Bungee cords" are not to be used for securing the rigging over the winter.

Winter Storage Protection/Maintenance

In order to minimize the prospect of causing damage to proximate boats, boats in the Club's winter storage area must be properly maintained/protected to avoid damage resulting from wind, rain, ice, snow, and melting ice and snow.

The owner of any boat deemed not to be properly maintained/protected will be notified and given seven days to comply with Club standards.

Owners who fail to respond accordingly will be subject to a fine of \$25.00 per day until such time as they are deemed to be in compliance.

Neither tarps nor boat covers are to be tied off to jack stands.

Dinghy Dock Access/Dinghies & Jet Skis Hauling

Once the haul ramp is installed, typically in late September, the only passage to and from the Dinghy Dock is beneath the B Dock ramp. This area is greatly affected by the tides, and members and renters should plan accordingly.

Once removed from the Dinghy Dock area, dinghies and Jet Skis must be hauled and removed from the Club premises, or temporarily moored in the member or renter's assigned slip.

In the event they are moored in any other area of the Marina, the member or renter will be subject to a storage fee of \$30.00 per day.

OFF SEASON PERSONAL PROPERTY

Members and renters are responsible for removing all personal property from the docks and adjacent Club premises on or before October 15th. In no event, will the Club assume any liability for damage to or the loss of such personal property.

In the event any personal property, including but not limited to Jet Skis, dinghies, and dock boxes, is not removed from the premises by that date, the owner will be subject to a fine of \$50.00 per day until the property is removed. (When not removed from Club premises, masts and outriggers must be properly stored in or under the owner's boat).

In the event the Club deems it necessary to relocate and store any personal property, the Club will assume ownership rights to the property until all charges, including interest charges, associated with relocating and storing the property are paid in full.

SEASONAL SLIP RENTALS

Members intending to rent their slips are to complete and return an "Intent to Lease Slip" form to the Club Office on or before the date announced by the Board. Forms are available on the Club's website and via the Club Office.

Members who submit a form on or before the date announced by the Board will be given priority in the rental process.

Upon receipt of the form, the Club will place the slip in the rental pool and will make every reasonable effort to rent the slip, subject to demand and other variables. The Club, however, makes no representations or assurances as to its ability to do so.

Members have the right to lease or to grant use of their slip to transfer their membership rights and privileges to other parties, excepting the right to attend meetings of the membership and the right to vote. In such instances, the Club will charge the member 10% of the prevailing rental rate.

The member is responsible for ensuring that the other party submits a Leasing Contract and all other requisite documentation to the Club Office.

Members leasing/granting use of their slip may visit the Club as the guest of a member or renter, but this privilege is not to be abused.

WINTER LAND STORAGE RENTALS

In order to facilitate the process of scheduling hauls and determining placement of boats in the yard, members intending to assign their winter land storage rights to the rental pool must complete and return to the Club Office an Intent to Assign Winter Storage Rights form no later than the date announced by the Board of Directors.

Forms are available on the Club's website and via the Club Office.

Upon receipt of the form, the Club will place the member's name and the length of the dock associated with the membership in the rental pool.

As detailed in the following section, the length of the dock referenced in the Membership Agreement will be utilized in calculating the member's share of the leasing proceeds.

The Club will make every reasonable effort to rent all of the area available for winter land storage subject to demand and other variables, but makes no representations or assurances as to its ability to do so.

Member Winter Land Storage Leasing Rights

Members have the right to lease or to grant use of their winter land storage to other parties. In such instances, the Club will charge the member 10% of the prevailing winter storage rate.

The member is responsible for ensuring that the other party submits a Leasing Contract and all other requisite documentation to the Club Office.

RENTAL PROCEEDS CALCULATIONS & DISBURSEMENT

Seasonal Slips

In the event the Club leases a member's slip, the member will receive 90% of the rental proceeds, less any outstanding obligations due to the Club. Subject only to circumstances beyond the Club's control, the proceeds less any outstanding obligations will be distributed via mail within 30 days after the Marina is available for occupancy.

Winter Land Storage

All proceeds from the rental of winter land storage spaces will constitute a pool to be shared among those members who have assigned their winter storage rights to the pool.

Members participating in the rental pool will be entitled to a maximum of 90% of the current published winter rental rate as a function of the length of their dock as referenced in their Membership Agreement.

In the event the Club does not rent all of the available winter land storage space, 90% of the total pool will be divided among all members in the pool as a function of the length of their dock as referenced in their Membership Agreement.

ILLUSTRATION

- Published storage rate @ \$10.00/foot
- Gross number of running feet of dock space in rental pool @ 4,500
- Gross rental receipts @ \$45,000
- 90% of gross rental receipts @ \$40,500
- Share @ \$9.00/foot
- Member with 36' slip due \$324.00 (36' X \$9 = \$324.00)

(Note: Dollar amounts are for illustrative purposes only).

Subject only to circumstances beyond the Club's control, proceeds due to members, less any outstanding obligations to the Club, will be distributed on or about December 1st.

BOAT TRAILERS

Empty trailers are allowed on the Club premises only during the launch and haul periods and must be attached to a vehicle. All empty trailers must be removed from Club premises within 24 hours of launch.

Boat owners failing to adhere to this regulation will be subject to a \$50.00 fine per day and, at the Club's discretion, removal of the trailer at the owner's expense.

MAXIMUM BEAM POLICY

In the early years of the Club, certain members were granted the right to berth boats, which exceed the Maximum Beam Policy as subsequently adopted. The Board of Directors has therefore exempted those members from this policy, subject only to the following provisions:

- * In no event, may the member berth a boat in the slip if the beam exceeds the beam of the boat referenced in his or her Membership Agreement.
- * In the event the member elects to rent the slip, the slip will be placed in the leasing pool and the exemption will not be in effect during the term of the lease.
- * In the event the member berths a new boat in the slip, the beam of that boat may not exceed the beam of the boat referenced in his or her Membership Agreement.
- * Upon the death of the member, the exemption will be honored in the event the member's membership rights are bequeathed to an assigned heir.
- * The exemption will terminate upon the sale of the membership.

In addition, the following members and renters are exempted from the policy:

- * Members or renters occupying the slip on A Dock adjacent to the Dolphin Ice Cutter.
- * Members or renters occupying slips on the ends of the outboard fingers on A and B Docks, and slips on the G, N, S, U, Y and Z Long Fingers.
- * Individuals holding two memberships with assigned slips in a single bay. (However, in the event both memberships are sold, unless they are sold to the same party, the exemption is no longer in effect.)

The following policies apply to all other members and renters:

- * No member or renter occupying a slip on A Dock may berth a boat whose maximum beam exceeds 12 feet.
- * No member or renter occupying a slip on B Dock or C Dock may berth a boat whose maximum beam exceeds 13 feet.

The Board of Directors has sole responsibility for determining if a member or renter is in violation of this policy. In the event a member or renter is found to be in violation of this policy, the Board reserves the right to compel the member or renter to vacate the slip, and the member or renter will have no recourse to this action.

In the event a member or renter is found to be in violation of this policy, the owner may petition the Board of Directors to waive the policy, but for the current season only.

The owner of the boat occupying the same bay must sign the petition confirming he or she is willing to waive, for the current season only, his or her rights that the policy be enforced.

CLUB EMPLOYEES

Members, renters, and their guests are to treat Club employees with respect. No member, renter, or guest is to reprimand any Club employee under any circumstance.

Any breach of acceptable behavior in any interaction with a Club employee will result in such action as the Board of Directors may deem appropriate. (See "Personal Conduct").

PERSONAL CONDUCT

It is expected that members, renters, and guests will conduct themselves appropriately, and will respect the rights of others. The Board of Directors reserves the right to fine, or to ban a member or renter from the premises for conduct injurious to the interests of the Club or to its employees, or which has an adverse affect on other members' or renters' use and quiet enjoyment of the Club.

In the event of a serious infraction of the Club's Rules & Regulations by a member or his/her guest(s), the Board of Directors reserves the right to request that the member tender his/her resignation from the Club, or the right to expel the member.

In the event of a serious infraction of the Club's Rules & Regulations on the part of a renter, or his or her guest(s), the Board of Directors reserves the right to require the renter to remove his or her boat from the Marina on either a temporary or permanent basis.

Members and renters will be held liable for any damage caused by their guests to Club property or to personal property.

Any member or renter finding fault with the conduct of another member, renter, guest or employee is to refer the matter in writing to the General Manager for such action as the General Manager may deem appropriate. In such instances, no other recourse is either acceptable or permitted.

DISPUTE RESOLUTION

Members and renters seeking resolution of a situation involving another member or renter must follow these procedures:

1. Document the issue in writing, including the names of the parties involved, the day and time of the incident and any steps, which have been take previously to resolve the situation.
2. Submit the document to the General Manager and, if appropriate, request the right to be heard at a regularly scheduled meeting of the Board of Directors.
3. In the event a hearing is requested, the Board of Directors reserves the right to so advise the other party(ies), and to afford the other party(ies) the right to be heard as well.

The Commodore may request that the General Manager, the Dock Master or a member or members assess the situation, and report his or her or their findings to the Board along with a recommendation for action.

The Board of Directors will take the complaint under advisement and will seek a fair and equitable resolution with the cooperation of all parties involved.

The Board of Directors will advise all parties of such action or actions it may elect to take in response to the complaint within 21 days of the meeting at which the complaint was reviewed, or within 21 days of the date the Commodore requests the General Manager, Dock Master or a member or members to assess the situation.

Any breach of acceptable behavior will result in such action as the Board of Directors deems appropriate, including fines, suspension of membership privileges, the solicitation of a resignation of membership, or expulsion from membership.

FINANCIAL POLICIES

All invoices, including but not limited to invoices for dues, fees, assessments, and fines are due and payable upon receipt.

Invoices not paid within 30 days of the invoice date will be considered delinquent and members will incur a \$50.00 late charge, excepting in the case of invoices for assessments on which the late charge will be the greater of \$50.00 or 10% of the amount due. In addition to late charges, invoices not paid within 30 days of the invoice date will accrue interest charges at the rate of 1 1/2% per month.

Members with obligations outstanding in an amount of \$50.00 or more and which are more than 60 days past due will lose their status as "Members in Good Standing." (In order to exercise their membership rights, members must be in good standing and, in such instances, the Board of Directors reserves the right to limit or suspend those rights.)

When an outstanding indebtedness is subject to a late fee, the Club may apply any moneys it collects on behalf of the member to pay all amounts owed the Club whether or not said amounts are current. Moneys so collected will be applied in the following order: late charges, interest penalties, principal.

The Board of Directors reserves the right to require members who are consistently delinquent to provide the Treasurer with an imprint of their MasterCard or Visa card and to authorize the Treasurer to process charges against that card for past due amounts as well as the late charges and interest penalties related thereto.

If a member is consistently delinquent, the Board of Directors further reserves the right to restrict services, to post the member's name in the Club House, and pursue at the expense of the member appropriate legal action to collect outstanding obligations.

Requests for waiver of late charges or interest charges or fees of any kind must be submitted in writing to the Treasurer and must state in appropriate detail the justification for the request.

Such requests may be submitted only after the indebtedness in question has been paid in full. Subsequent to the Treasurer's review of the request, the Treasurer will make a recommendation to the Board of Directors and the action of the Board will be final.

(NOTE: Financial policies specific to renters are detailed in the Leasing Contract).

RIGHTS OF RESOLUTION

In the event these Rules & Regulations are found to be in contradiction with any other Club document, or with any city, state or federal law, the Board of Directors will be solely responsible for addressing and resolving the contradiction in accordance with the rights reserved to it as specified in the Club Bylaws, the Membership Agreement and, where applicable, the Leasing Contract.

