

NEWBURYPORT YACHT CLUB

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 on the second Wednesday of the month at the Newburyport Public Library, excepting in July and August when meetings are held at the Club House. Meetings are called to order at 7:00 PM and generally adjourn at approximately 9:00 PM.

The schedule of meeting dates is posted on the Club's website. Minutes of previous meetings are also posted on the site.

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 in advance of the meeting. 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 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.

The website address is newburyportyachtclub.com. With the exception of the Club Archives, site content is available to members, renters, and the 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 and renters and their guests.

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 under 12 must be accompanied by an adult at all times.***

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. It is the responsibility of those using the grills to clean them after use, and to leave the surrounding area clear of all trash and otherwise in 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.

The area in the main parking lot designated as “Members Only” is reserved for the exclusive use of members. Neither renters, nor guests, nor vendors are permitted to park in this area.

Each “Membership” is entitled to one Member Parking Pass. To secure a Pass, members must complete and submit a Parking Pass Registration form, which 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 one time, and the Pass must be prominently displayed in the vehicle.*

Any other vehicle displaying a Member Parking Pass may be towed at the member’s expense, and the member 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 is 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 two 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.

Trash

There are two dumpsters in each of the parking areas. In the event the dumpsters are full, members and renters are to remove their trash from the Club premises.

The dumpsters are intended for disposal of general “boat trash” only. Members or renters found to be in violation of this restriction will be subject to a \$200 fine, and will be required to reimburse the Club for any and all costs associated with the proper disposal of unauthorized items.

Under no circumstances are hazardous materials (including but not limited to batteries, waste oil, refrigerators, ice machines, and electronics) to be placed in any dumpster. Individuals failing to remove such materials from the Club premises will be subject to a \$250 fine plus all costs associated with their subsequent proper disposal.

Recycling

Members and renters must comply with the Club's "Zero Sort" Recycling Guidelines. These guidelines, including what constitutes "Acceptable" items, are posted in the Club House, on the designated recycling dumpsters, and on the Club's website.

"Acceptable" items are to be placed in the designated dumpsters. Items not meeting the recycling criteria are to be placed in the dumpster designated for general trash. Barrels in and around the Club House are provided for the disposal of cans and bottles.

Onshore Private Events

No member or renter sponsored event may be held on a date or at a time which will present a conflict with a Club sponsored event. Nor do members, renters, or their guests have exclusive rights to the use of any Club facilities.

Private events are limited to 25 members, renters and guests, and must end no later than 10 PM. The sponsor is solely responsible for the conduct of his/her guests, and for ensuring adherence to the rules and regulations specified herein and on the Private Event Request form.

Private Event Request forms are available on the Club website and via the Club Office.

Completed forms must be submitted to the Club Office at least 14 days in advance of the proposed event, along with a refundable deposit in the amount of \$100.00.

Details regarding such events, including the name(s) of the individuals sponsoring the event, will be posted in the Club House in advance.

At the conclusion of the event, the Club House and surrounding areas must be left in a neat and orderly condition, and all trash must be removed. 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 Club premises any pet that exhibits antisocial behavior, or is a nuisance to other members, renters or to other pets.

MEMBERSHIP RIGHTS & BOARD OF DIRECTORS RECOURSE

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.

Membership Transfers

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

Membership Resignations

Members intending to submit their resignation from the Club (“Class I Resignations”), and members tendering their resignation at the request of the Board of Directors (“Class II Resignations”) must so advise the Board in writing on the form provided. In each instance, members shall retain the right to establish the price at which their membership is offered for sale.

Class I Resignations

The member shall retain all rights and privileges of membership and remain liable for all dues, fees, assessments, and other Club charges accrued through the date upon which the membership is either redeemed or, at the option of the Board of Directors, retired.

Regardless of when the membership is redeemed or retired, the member shall not be entitled to any prorated portion of his or her annual dues, fees, assessments or any other such prior obligations, which have been discharged.

At such time as the membership is redeemed, the Club shall have the right to deduct from the redemption price an amount equal to any outstanding indebtedness to the Club. The Club shall also be entitled to retain a reasonable percentage of the redemption price in accordance with a schedule to be determined from time to time by the Board of Directors.

Class II Resignations

Members resigning at the request of the Board of Directors shall be denied use of the Club facilities and of their slip, and shall forfeit all membership rights and privileges as of the effective date of the resignation.

Such former members shall remain liable to the Club for any outstanding indebtedness accrued through the effective date of the resignation, and shall not be entitled to any prorated portion of their dues, fees, assessments or any other prior obligations, which have been discharged.

Until such time as the membership is redeemed, the Club shall have the right to lease the former member’s slip and winter land storage and to retain the proceeds.

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

Expulsions From Membership

Members who have been expelled from the Club shall be denied use of the Club facilities, including use of their slip, and shall forfeit all membership rights and privileges as of the effective date of the expulsion. Members who have been expelled from the Club shall also forfeit the right to determine the price at which their memberships are offered for redemption.

Members who have been expelled from the Club shall remain liable to the Club for any outstanding indebtedness accrued through the date of their expulsion and shall not be entitled to any prorated portion of their annual dues, fees, assessments or any such other prior obligations, which have been discharged.

At such time as the membership is redeemed, the Club shall have the right to deduct from the redemption price an amount equal to any outstanding indebtedness to the Club as of the effective date of the expulsion.

The Club shall also be entitled to retain a reasonable percentage of the redemption price in accordance with a schedule to be determined from time to time by the Board of Directors.

Members who have been expelled from the Club shall further be obligated to pay and the Club shall be entitled to reimbursement for all costs associated with any legal actions the Club may elect to pursue in the service of protecting its interests and those of its members.

Right of Removal & Membership Forfeiture

The Club reserves the right to have removed from Club premises any boat, which has not been launched for two consecutive seasons.

The Club will send notice of its intentions to have the boat removed at the owner's expense to a location of the Club's choosing via certified mail to the owner's last known address, and will afford the owner 30 days from the date of the notice to arrange for the removal of the boat.

In accordance with Massachusetts General Laws pertaining to forfeitures, the Club reserves the right to seize any boat, and to cause any member to forfeit his/her membership rights in the event the member fails to discharge his/her obligations to the Club upon reasonable and customary notice.

The Club will send notice of its intentions via certified mail to the member's last known address, and will afford the member 30 days from the date of the notice to make acceptable arrangements for the discharge of the outstanding obligation.

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.
- * It is a matter of common courtesy to assist with dock lines when boats nearby are entering or leaving the marina.
- * Parents and guardians are responsible for the conduct and safety of their children. While on the docks, ***children under the age of 12 must wear life preservers and be in the company of an adult at all times.***
- * While on the docks and aboard their boats, members, renters and their guests are to respect the rights of their neighbors. 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 is to be placed on any dock at any time that will impede the safe and unobstructed passage of individuals and dock carts.*
- * Steps must not impede free and easy and safe passage along the docks.
- * Bicycles, motorcycles, and motor scooters are to be left in the parking lot in the area designated for that purpose.
- * 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.
- * Nothing, including but not limited to TV antennas, cookers and “decorations” of any description, is to be permanently attached to any dock.
- * Unless installed in conjunction with a party, no temporary installations of any kind, including decorations of any description are permitted on the docks at any time.
- * Temporary installations associated with parties, 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, or lobster traps may be stored on any dock or elsewhere on Club premises. Freezers are not permitted on any dock or elsewhere on the Club premises at any time.
- * 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.

- * Dock carts are to be returned to the dock entrance ramps immediately after use.
- * Excepting for the transfer of fuel from an approved container to an outboard motor with an integral fuel tank, fueling at the docks is prohibited by state and local laws and is in violation of the Club's insurance policy.
- * No open flame or the use of charcoal or propane grills is permitted on the docks. (Use of controlled propane grills aboard a member's or renter's boat is permitted.)
- * No member or renter or guest may enter or leave the water from any dock. Scuba diving is permitted only by certified individuals, and only for the purpose of making minor repairs.
- * No major repairs are to be effected 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.

Dinghies may be moored in the Dinghy Dock area at no charge. They must be made up bow to. Jet Skis up to 12 feet LOA may also be moored in the Dinghy Dock area at no charge.

Members or renters mooring more than one dinghy or Jet Ski will be subject to a charge of \$250 for each additional dinghy or Jet Ski.

Jet Ski docks are not permitted in the Dinghy Dock area, or in any other area of the Marina.

When space permits, dinghies 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, dinghies may be made up to the bow pulpit when the configuration of the boat provides sufficient room for the dinghy to sit directly below the pulpit.

Dinghies 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.

Boats in excess of 12 feet LOA do not meet the Club's definition of a "dinghy" and must be moored in a slip dedicated to that purpose; otherwise they are not permitted in the Marina.

Dock Boxes & Other Gear

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's 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.

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 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 prevent 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 prevent 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
- Second Offense: \$400 and one year suspension of winter storage privileges.
- Third Offense: \$600, permanent suspension of winter land storage privileges 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 appropriate *off site disposal* of all hazardous materials, including but not limited to paint chips, sanding residue, batteries, waste oil, refrigerators, and ice machines.

All such hazardous materials must be disposed of in strict accordance with all applicable local, state, and federal regulations.

Individuals failing to comply with these regulations will be subject to a \$200 fine plus any and all costs associated with subsequent proper disposal.

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 services 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.*

Members and renters of boats 30' LOA or longer, including swim platforms and bowsprits, must ensure that the Club has scheduled their launch within four hours before or 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, blocking boat owners will be subject to a \$250 fee for moving their boat to a temporary location 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 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 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.

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.

Members and renters who have leased winter land storage who fail to schedule their haul on or before October 15th will be subject to a fine of \$100 per day until they have scheduled their haul. Members and renters not prepared to be hauled in accordance with the agreed upon schedule will be subject to a fine of \$100 per day until such time as their boat is hauled.

Members and renters 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 per day for every day they remain in the marina after October 15th.

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.

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

Dinghies & Jet Skis

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 per day.

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.”

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 Club will assume ownership rights to the property until such time as all charges, including interest charges, for relocating and storing the property are paid in full.

The Board of Directors will determine a schedule of such charges from time to time.

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 submitting completed forms 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 securing their own renter are responsible for ensuring that the renter executes and submits to the Club Office a Leasing Contract, all requisite, associated documents and payment in the appropriate amount as and if required by the member.

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

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.

Leasing Contracts, which must be completed by individuals wishing to lease winter land storage, are available on the Club's website and via the Club Office.

RENTAL PROCEEDS CALCULATIONS & DISBURSEMENT

Seasonal Slips

In the event a member's slip is rented, 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/foot
- Gross number of running feet of dock space in rental pool @ 4500
- Gross rental receipts @ \$45,000
- 90% of gross rental receipts @ \$40,500
- Share @ \$9/foot
- Member with 36' slip due \$324 (36' X \$9 = \$324)

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

Subject only to circumstances beyond the Club's control, the proceeds due to the members, less any outstanding obligations to the Club, will be distributed via mail 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 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 the 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 the 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, this 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 shall have 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, the Board reserves the right to compel the member or renter to vacate the slip, and the member or renter shall have no recourse to this action.

PERSONAL & PROPERTY LIABILITY

Members and lessees shall be liable for any injury or damage caused by their boat or caused by any other property stored on Club premises. The Club shall not be held liable or responsible for any personal injury, loss, or damage to the person or property of any member, renter, or guest.

All motorized vessels, including dinghies and Jet Skis, operating in and around Club waters, shall proceed at idle speed, creating no wake, so as to cause no damage or injury to person or property.

Owners and operators are liable for any and all said damages caused to any property by their boat. Members and renters are required to carry a minimum of \$1,000,000 liability coverage, and to provide evidence of said coverage.

CLUB EMPLOYEES

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

Any breach of acceptable behavior by any member, renter, or by their guests in any interaction with a Club employee will result in such action as the Board of Directors may deem appropriate. Such action may include fines, suspension of membership privileges, and solicitation of resignation of membership.

Complaints regarding Club employees must be presented in writing to the General Manager for review and for such action as the General Manager may deem appropriate.

PERSONAL CONDUCT

It is expected that members, renters, and their guests will conduct themselves in an appropriate manner and will respect the rights of others while on the Club premises.

The Board of Directors reserves the right to fine, or to ban a member or renter from the Club premises for conduct injurious to the interests of the Club, or for conduct 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 on the part of a member or his or her guest(s), the Board of Directors reserves the right to request that the member tender his/her resignation from the Club, or 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 or renter 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 and in detail, 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.

In the event the Board of Directors elects to accelerate the review process, the Commodore may request the General Manager, the Dock Master or a member or members to assess the situation and to 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 may deem appropriate. Such action may include fines, suspension of membership privileges, and solicitation of resignation of 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 on the Club website and in the Club House and to 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 City, State or Federal laws, the Board of Directors will be solely responsible for resolving the contradiction in accordance with the rights reserved to it in the Club Bylaws, the Membership Agreement and, where applicable, the Leasing Contract.