



Newburyport Yacht Club

Rules & Regulations

April 3, 2024

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1. Forward

In accordance with the Newburyport Yacht Club Bylaws, the Board of Directors has established the following Rules & Regulations governing members. It is the obligation of every member to be familiar with and adhere to the Rules and Regulations of the Club. For the purpose of this document, we will refer to 3 member classes:

Definition:

“Charter Members” – Voting members who purchased a membership under our 99-year lease.

“Seasonal Member” – Non-voting members who purchase a seasonal membership which includes the use of a vacant slip for a single season for a per foot fee. This may also include a winter storage option at a per foot fee.

“Members” – Refers to both Charter Members and Seasonal Members as a Class

“Fees, Deposits, and Fines” - where noted in this document are set by the Board of Directors from time to time and are available in the Newburyport Yacht Club Fee Schedule located on the website or available from the office.

2. Meetings of the Board of Directors

The Board of Directors generally meets monthly at the Club House or online. Meeting dates and agendas are posted on the Club’s website in the events calendar. Charter members are notified in advance of a change in a meeting date, location, and/or time.

Charter Members have the right and are encouraged to attend Board meetings. They may address the Board if a request is made of the Club Secretary at least seven days prior to the meeting date. The Charter Member making the request must state the specific issue or issues to be addressed. Otherwise, members may be heard only at the discretion of the Commodore or presiding Flag Officer.

Meeting minutes are posted on the Club’s website for approximately six months. Archived minutes are available to Charter members by contacting the office.

3. Club Website

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

General information is available to the public. Information which is relevant only to Charter Members such as board meeting minutes are maintained under password protection. Contact the Club office for instructions on obtaining a password.

4. Club Directory / Communications

The Club maintains a member directory. The directory is password protected and can be accessed on a computer or mobile devices. The fields contained in the directory are selected to give pertinent contact information in the event that the staff or a member needs to get in contact with you. Consult the website or office for more information.

4.1. Informed Consent for Text Messaging

The Club relies on text messaging for important announcements. By agreeing to the Rules and Regulations, you have understood the information below and agree to participate in our text (SMS) messaging service. If you would like to opt out of text messaging, contact the office.

Purpose and Description: Newburyport Yacht Club's text (SMS) messaging service is designed to provide you with helpful information, reminders, and notifications via text messages sent to your mobile phone. We may use text (SMS) messages to communicate with you for a variety of purposes, including:

- announcements and reminders of upcoming events
- reminders about membership renewal
- surveys and polls

Voluntary Participation: Participation in our text (SMS) messaging service is entirely voluntary. You have the right to refuse or withdraw your consent at any time.

Benefits and Risks: Benefits: The text (SMS) messaging service aims to keep you informed about Newburyport Yacht Club by providing an additional method of convenient and timely communication.

Risks: While every effort will be made to protect the security and confidentiality of information transmitted through text (SMS) messages, there are inherent risks associated with all electronic communication. These risks include unauthorized access, loss of privacy, and potential breach of sensitive information. It is important to be aware that text (SMS) messages may not be entirely secure and could be intercepted or accessed by unintended recipients.

Potential Costs: Participation in the text (SMS) messaging service may involve standard text messaging charges applied by your mobile service provider. Please consult your mobile service provider regarding any applicable fees or charges.

5. 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.

6. General Information

6.1. Club Address/Deliveries

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

6.2. Guests

No guests are allowed on Club premises unless accompanied by an adult member. Although guests are welcome, inviting large numbers of guests, especially to use the Club's pool, is neither appropriate, nor considerate of the rights of others.

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

6.3. Children

Parents and guardians are responsible for the conduct and safety of their children. While on the docks, children under the age of 13 must wear life preservers and be in the company of an adult at all times. Adults failing to adhere to this requirement will be subject to a fine.

6.4. Pool & Pool Area

The pool is reserved for the exclusive use of members, and, within reasonable limits, their guests. Due to its limited capacity, members are discouraged from bringing large numbers of guests to the pool during busy times.

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

While in the pool or pool area (defined as area around the pool; not the porch) children under the age of 16 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. No pets are permitted in the pool area.

6.5. Grill Area

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

6.6. Boat Trash

One dumpster in each of the two parking areas is designated for disposal of boat trash only. Individuals disposing of anything other than boat trash in these dumpsters will be subject to a fine and must reimburse the Club for all costs associated with the proper disposal of such unauthorized items.

In the event the boat trash dumpsters are full, you are responsible for removing your trash from the premises.

6.7. Recyclable Materials

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

Members 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. Barrels in and around the Club House are provided for the disposal of cans and bottles.

6.8. 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 substantial fine and must reimburse the Club for all costs associated with their proper disposal.

6.9. Parking

Parking is limited. Members 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 fine.

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

The Commodore shall have a reserved parking space as identified by the Manager.

To secure a Parking Pass, charter members who are entitled to park in the Charters Member 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 "Charter Member Only" area. Members may register a maximum of three such vehicles. However, no more than one of those three vehicles may be parked in the "Charter Members Only" area at any one time.

Unless charter members are so advised prior to the beginning of a season, Parking Passes previously issued remain valid for that season. In the event there is a change in the information relating to a vehicle or vehicles listed on the form on file with the Club Office, members must complete a new form and submit it to the Club Office.

There is a fee for replacing a lost Pass.

- The Parking Pass must be prominently displayed on the dashboard of the vehicle or suspended from the rear view mirror and facing forward.
- Any vehicle not displaying a Parking Pass may be towed at the owner's expense, and the owner will be subject to a 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 fine.

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

6.10. Handicapped Parking

The Club has several spaces in both parking lots designated for use by individuals with disabilities. Handicapped parking areas are clearly marked and 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 handicap and the vehicle must be transporting an individual with a disability.

A government issued blue and white decal (or handicap plate) must be displayed in the front window of the vehicle, and it **must be transporting an individual with a disability**. Members in need of a handicap parking space on a recurring basis are asked to register their vehicle at the office.

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

6.11. 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 no fee for members wishing to host a private event. Members must pay a refundable deposit when submitting the Private Event Request form. Forms are available on the Club's website and via the Club Office and must be submitted to the Club Office at least 14 days in advance of the proposed event. Private event requests are subject to the General Manager's approval. 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 deposit and be responsible for any damage to the club.

6.12. Pet Policy

Pets are not allowed under any circumstances in the Club House, the bathrooms, or the pool area, or at Club sponsored events. While elsewhere on Club premises, including the Marina, pets must be leashed at all times. Members and their guests should restrain their

pets from relieving themselves in the tented area and in the grill areas as food is served in these locations. Members and guests need to be mindful of the fact that the area under the tent, and the gathering area in front of the Club House are used to prep and serve food.

At the Club House area, members and their guests are asked to bring their dogs beyond the boat launching ramp for relief and must clean up after their pet immediately – this includes the surrounding neighborhoods. Failure to do so may result in the pet being banned from the Club premises.

Guests with Pets: While it is suggested that you ask your guests not to bring their pets, your vessel is considered private property, once a guest with a pet leaves your vessel, they are now on the grounds of the Newburyport Yacht Club. Guests may not understand the rules of the Club regarding pets, therefore, when a guest and their pet leave your vessel, for any reason, the member must accompany them to ensure the rules are being followed. This includes meeting them in the parking lot before boarding your vessel, returning with them to their car, or any time the pet needs to go ashore. If a guest is found to be ignoring the rules, they will be asked to leave the Club.

The Board of Directors also reserves the right, and passes authority to staff on duty, to remove and/or ban from the Club premises any pet that exhibits antisocial behavior, is a nuisance to other members and guests or other pets and whose owners ignore the rules of the club.

7. *Marina Rules*

- Boats must be seaworthy and capable of moving under their own power at all times. No boat shall constitute a fire or sinking hazard.
- Members and their guests are expected to assist with dock lines when they are in the vicinity of boats entering or leaving the Marina.
- Noises generated by engines, equipment, televisions, radios, etc. 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 must keep the area associated with their dockage in shipshape condition.
- 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 flow of traffic and otherwise do not represent a nuisance to others, portable coolers may be stored on the dock adjacent to an owner’s boat.
- Bicycles, motorcycles, and motor scooters are not allowed on the docks.
- Nothing, including but not limited to TV antennas, cookers, **kayaks** and “decorations” of any description, is to be permanently attached to any dock or **dock box**.
- 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.
- Members may not engage in any “for profit” enterprise anywhere on Club premises without written approval from the General Manager. This includes but is not limited to chartering, marine services, “for hire” operations and offloading of fish with commercial value.
- Occasional limited charters which are charitable in nature or help promote public access to boating and fishing, and do not have a negative impact on parking or facilities may be allowed with prior approval by the General manager. Charters are encouraged to pick up customers at a remote location. Customers may be allowed to originate from the marina with prior approval from the General manager. Customers should be escorted to and from the boat and are not allowed to use the pool or clubhouse,
- 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 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’s boat is permitted.)

- Swimming from any dock is extremely dangerous due to stray electric currents, chains, strong current, pollution, and other factors and is absolutely forbidden. Scuba diving is permitted only by certified individuals, and only for making minor repairs with prior approval from the Manager.
- 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.
- Members 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 per our CMR CH 91 requirement.
- Empty trailers are allowed on the Club premises only during the launch and haul periods and must be attached to a vehicle. No empty trailer may remain on Club premises for more than 24 hours. Trailer owners failing to adhere to this regulation will be subject to a daily fine and, at the Club's discretion, removal of the trailer from the Club's premises at the owner's expense.

7.1. Dock Boxes

The center sections on A, B and C Docks and on the Long Fingers provide access to utilities, which must not be compromised by the placement of any Dock Box. Only white fiberglass Dock Boxes are permitted and may not exceed these dimensions: 100" long, 24" wide, 32" high.

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 with the outboard edge of the Dock Box extending over the edge of the dock.

The club reserves the right allow, remove, or open any dock box at any time including cutting locks if required if member is not available.

7.2. 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 members boat, or to another member'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 loss or damage associated with the alteration or modification of dock lines shall be the responsibility of the member.

8. Dinghies & Jet Skis

The Club defines a dinghy as "a rubber or fiberglass boat, **12 feet LOA or less, exclusive of outboard motor.**" (No aluminum or wooden dinghies are permitted in the Dinghy Dock or elsewhere in the Marina). 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 dinghy bay.

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 boat. However, they must be made up to within no more than three 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.

At the beginning of each season and prior to launching a dinghy or Jet Ski, owners must complete a Registration Form. Upon submittal of the form, the Club Office will issue to the owner a Mooring Sticker, which is to be prominently displayed on the bow of the dinghy, or on the engine housing of the Jet Ski.

There is no fee for members. Members berthing more than one dinghy or Jet Ski in the Marina must pay a fee for each additional Mooring Sticker. 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 fine, plus a daily 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 fine, and a daily storage fee until the dinghy or Jet Ski is reclaimed and, if it is to be relaunched, deemed to be seaworthy.

9. Membership Transactions

9.1. Membership Sales

Charter members intending to sell their membership must complete and submit a Membership Redemption Notice & Listing form to the Club’s Sales Agent. The form is available on the Club’s website and via the Club Office.

The price at which the charter membership is being offered for sale, and the location of the slip associated with the membership will be maintained by the Office and on the Club’s website. Charter members will have exclusive rights to make an offer to purchase the membership for 30 days, after which date the membership will be marketed to the general public.

Charter members retain all rights and privileges of membership, 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, and 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.

Regardless of when the membership is sold, charter 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.

9.2. Membership Resignations

Charter members resigning from the Club at the request of the Board of Directors must complete and submit a Membership Redemption Notice & Listing form to the office.

The Club has the right to set the redemption price based on current and historic sales of similar memberships.

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

Until such time as the membership is redeemed (re-sold), the Club will have the right to transfer the membership to a seasonal member, for a fee, the former charter member's slip and/or winter land storage and, at the Board's sole discretion, to retain all or a percentage of the proceeds.

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

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.

9.3. Expulsions from Membership

Charter 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 to the member's last known address via "Certified Mail/Return Receipt Requested." Such former charter members will have no recourse to this action except as provided for in the Club's Bylaws.

As of the effective date of the expulsion, such former charter members will 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.

Charter 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.

The Club has the right to set the redemption price of the former membership based on current and historic sales of similar memberships.

Charter 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.

At such time as the membership is redeemed, 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 redemption amount 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.

9.4. Membership Transfers

Charter 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 its approval. The petition is available on the Club's website and via the Club Office. There is a processing fee associated with such transfer requests.

9.5. Additional Membership Purchases

Inactive members (members without a vessel berthed at the marina) or active members wishing to purchase an additional membership which is not contiguous to their current location are required to complete and submit an Additional Membership Purchase Petition to the Board of Directors for its approval. The petition is available via the Club Office.

10. Abandoned Vessels/Removal & Seizure

The Club reserves the right to demand that any boat which has not been launched for two consecutive seasons be removed from the Club premises. The Board of Directors will send a demand notice to the owner at the owner's last known address via "Certified Mail/Return Receipt Requested."

The owner will have 30 days from the date of said notice to arrange for the removal of the boat. However, the boat may not be removed from the Club premises until any outstanding indebtedness to the Club is satisfied in full.

In the event the owner fails to remove the boat, and/or fails to satisfy any outstanding indebtedness to the Club, subject to and in accordance with the General Laws of the

Commonwealth of Massachusetts, the Club reserves the right to place a lien on and to take title to the boat, and to any and all equipment affixed to or stored within the boat

11. Emergencies

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

In the event of an emergency situation aboard a boat in the Marina, the Club will make every reasonable effort to respond in an expeditious, appropriate manner. Whether or not the owner is present, if a boat is at risk, the Club may, at its discretion, undertake or arrange for temporary or permanent repairs, and the owner will be responsible for reimbursing the Club or vendor for all associated costs.

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

In the event of an emergency of any description, including but not limited to a “weather emergency,” and the Club deems it to be in the Club’s best interests or in the owner’s best interests that a boat be temporarily removed from the Marina, the owner must remove the boat from the Marina immediately upon notice, or authorize the Club to do so.

In the event an owner fails or is unable to comply in a timely manner, the Club reserves the right to move the boat to another location within the Marina, or to haul the boat, and will not be subject to any liability or any claims arising from this action. The owner will be responsible for reimbursing the Club for all costs associated with moving, hauling, or (re) launching the boat.

12. 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 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/or 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 shall be approved for marine outdoor use and deployed and dressed in a way to prevent contact with water and is at least 12” above the water with the vessel home or away. For smaller boats without a 30A or 50A receptacle, requiring power for small appliances or to maintain batteries, a suitable adapter and approved cord may be used.

Leakage Current

Boats with an excess of 30ma leakage current present a safety risk. They may also trip breakers and cause premature zinc loss in surrounding boats.

The Club reserves the right to remove any vessel from the electrical service if a leakage of greater than 30ma is detected.

13. Storm Watch Alert Policies/Action Plan

The owner of any vessel left in the marina during a hurricane or tropical storm will be solely responsible for any damage to docks, piers, dock systems, other vessels, and/or marina property. Owners are solely responsible for removal and clean-up of their vessel if damaged or sunk during a storm.

Marinas are not safe locations for vessels during a hurricane or tropical storm. Their proximity to the water and coastal regions generally place these facilities either close to or directly in the path of these storms. While not required, it is highly recommended that vessels be relocated well in advance to safer locations in order to protect both the vessel and the Marina.

A limited number of boats may be hauled and stored on land prioritized based on size and location to reduce stress on the outer docks.

Owners with trailers or other private means are encouraged to move their own boats. Boats remaining on slips may be asked to move their boats to inner slips to reduce stress on the marina.

Newburyport Yacht Club will make every effort to accommodate each request for towing, hauling, moving or securing your boat. Because of capacity constraints and unpredictability of hurricanes, however, we *cannot* guarantee that we will be able to service all boats at all times and assume no responsibility for failure to do so for any reason.

The Club maintains a time / proximity based response plan and communicates instructions in the event of a storm nearing the marina. In the event of a pending storm, members must follow the instructions given by the Marina Manager regarding securing, relocation of removal of vessel and loose objects.

14. 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.

Neither the Club nor its employees nor any volunteer acting on behalf of the Club will be held liable or responsible for any personal injury, loss, or damage to the person or property of any member, transient, guest, or vendor caused by any other member.

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.

Newburyport Yacht Club shall be listed as “additional insured” on the policy.

In the event such proof of current coverage 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 weekly fine 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.

In addition to levying a fine, the Club reserves the right to refuse to launch the owner’s boat, or to haul the boat, or to have the boat removed from the Marina, and/or to compel the owner to remove the boat from the Club premises. The owner will be liable for any expenses associated with any of these actions.

(As 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).

15. 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.”

Accordingly, the Club is legally obligated to grant to the public the right of passage across Club property, and to permit public access to the bathrooms.

The Chapter 91 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 available to transients any slip vacated for more than 24 hours.

Consistent with that obligation:

- Members 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. There is a departure form on the website.
- 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 contract.
- When a charter member’s slip is temporarily transferred for a fee to a transient, the member will be entitled to a percentage of the transient rate subject to a minimum defined in the fee schedule.

- 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 percentage or minimum fee of the then published transient rate as defined in the fee schedule.
- Seasonal Members do not have the right to waive the transient fee, nor do they have the right to sublet or otherwise permit any owner of any other boat to occupy their assigned slip at any time.

16. Environmental Policies

It is critically important that members understand and 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 is found to be in violation of any such regulation or related Club policy, the member will be liable for any fines or penalties imposed by the Club, the City of Newburyport, the Commonwealth of Massachusetts, or any agency of the Federal government. Members shall also be liable in the event any vendor performing work on their behalf is found to be in violation of any environmental regulation or related Club policy.

The member 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.

16.1. Shrink Wrap

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

Shrink wrap bundles are to be placed neatly and as far forward in the dumpster as possible. Individuals failing to comply with these regulations will be subject to a fine.

16.2. Deck, Topsides & Bottom Maintenance Procedures/Precautions

When varnishing and/or painting with a brush, scraping, or making repairs that produce any debris, the area beneath and around the boat must be completely covered with tarpaulins in order to prevent ground contamination.

When spray painting, in addition to appropriate ground cover(s), the entire area being spray painted must be enclosed (“tented”) in order to prevent airborne migration of the paint spray.

When power sanding or grinding, in addition to appropriate ground cover(s), the entire area being sanded or grinded must be enclosed (“tented”) in order to prevent airborne migration of paint particles or other contaminants.

In the event the General Manager or his agent determines in advance that the sander is EPA compliant, the requirement for tenting may be waived.

Upon completion of the project(s), ground covers and tenting materials must be carefully gathered in order to prevent dispersal of paint chips, sanding residue, and/or any other contaminants. Ground covers and tenting materials must be disposed of offsite.

16.3. Hazardous Materials Disposal

Members 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 offsite, and in accordance with all local, state, and federal regulations. Individuals failing to comply will be subject to fines, disciplinary actions up to expulsion, plus reimbursement of all costs associated with cleanup and proper disposal.

16.4. Power Washing

In accordance with federal and state environmental regulations and with Club policy, members are specifically prohibited from power washing the outer hull or running gear of their boats. Power washing of the topside is permitted.

Power washing is to be performed by authorized Club personnel only in accordance with Club procedures. Any member found to be in violation of this policy will be subject to a fine, and such other disciplinary actions as the Board of Directors may determine.

17. Outside Vendors

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

In the event the member 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 are responsible for ensuring that the vendor is aware of and agrees to strictly adhere to all local, state, and federal environmental policies, as well as those detailed in these Rules and Regulations.

In the event a vendor is in violation of any such policy or policies, the member 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 will further be liable for any fees or costs associated with the resolution of any issue arising as a result of the infraction or infractions, including but not limited to legal fees.

18. Launch/Haul Restrictions

The Club reserves the right to refuse to launch or haul a boat in excess of 35 Tons and/or >50 feet LOD, or for any other reason that presents a safety or risk to equipment or facility. The Club reserves this same right if, due to the design and/or configuration of a boat's bottom and/or keel, the Club believes the boat may be subject to damage during the launch/haul process.

The Club may, however, in its sole discretion, agree to launch or haul a boat under such circumstances if the owner executes a Waiver of Liability absolving the Club of all responsibility for any damages that may occur to the boat during the launch and/or haul process.

The Club will not haul or launch wooden boats. (Nor are wooden boats permitted in the yard or the Marina).

19. Spring Launch

19.1. Scheduling

In order to afford the Operations Manager maximum flexibility, members scheduled for a morning launch must plan to be on site no later than 7 AM unless directed by the Operations manager.

Members 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 may result in the launch being rescheduled to *a later date*.

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.

19.2. Blocking Boats

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

19.3. Spring/Temporary Berthing

The following policies apply to owners of boats in winter storage who will not be occupying a seasonal slip in the Marina:

- As of May 16th, subject to the General Manager's approval, owners may continue to occupy a temporary slip for a limited time only, and will be subject to the then prevailing transient rate for occupying the slip and for the use of the Club's electrical power.
- As of May 16th, the General Manager reserves the right to compel owners to leave the Marina.

19.4. June 30th Launch Deadline

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

19.5. 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 seasonal member's boat will be launched until all leasing fees have been paid in full. Such members will also be denied access to the Club House and Marina.

20. In Season Hauling & Launching

Owners requiring hauling and/or launching 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.

21. Fall Haul

21.1. Scheduling

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

Owners who have arranged for winter land storage and who fail to schedule their haul on or before October 15th will be subject to a daily fine until their haul is scheduled. Owners not prepared to be hauled in accordance with the agreed upon schedule will be subject to a daily fine 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 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 failing to adhere to this requirement will be subject to a daily fine for every day they remain in the Marina after October 15th.

21.2. *Outstanding Obligations*

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

21.3. *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 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 assigned slip. In the event they are moored in any other area of the Marina, the member will be subject to a daily storage fee.

22. *Winter Land Storage*

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

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

The owner of any boat not properly protected will be notified and given seven days to comply with Club standards. Owners who fail to respond accordingly will be subject to a daily fine until such time as they are deemed to be in compliance.

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

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.

23. *Off Season Personal Property*

Members 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 October 15th, the owner will be subject to a daily fine 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.

24. Seasonal Memberships

24.1. Charter Member Transfer Rights & Restrictions

Subject to such terms and conditions as the Board may from time to time determine charter members have the right to transfer the use of their unused memberships or slip(s) and be compensated for at a per foot rate.

Charter Members intending to place their unused slip in the seasonal transfer pool must submit a "Seasonal Transfer" form to the Club Office. Forms are available on the Club's website and via the Club Office. Members who submit the form on or before the final due date announced by the Board of Directors will be given priority in the transfer process.

Upon receipt of the form, the Club will place in the transfer pool the charter member's name and the length of the slip associated with the charter membership as referenced in the member's Membership Agreement and will make every reasonable effort to transfer the slip, subject to demand and other variables. The Club, however, makes no representations or assurances as to its ability to do so.

Subject to the approval of the Board of Directors, charter members also have the right to determine the seasonal transfer value for their slip, and to transfer their slip to a named individual. However, the named individual must execute a Seasonal Membership Agreement with the Club, which remains solely responsible for all transfer arrangements.

In no event is a charter member to enter into any direct financial transaction with a seasonal slip transfer. All such agreements are to be effected between the seasonal member and the Club.

Regardless of the amount of the seasonal transfer rate set by the charter member, if any, the Club shall be entitled to receive an amount equal to a reasonable percentage of the then published seasonal rates for slips.

The Board of Directors shall determine said percentage from time to time. Charter Members transferring their slip for the season may visit the Club as a guest of a member, but this privilege is not to be abused.

25. Winter Land Storage Transfers

Charter Members not intending to use their winter storage may assign this space to the Club's winter storage pool by completing and returning to the Club Office an "Intent to Assign Winter Storage Rights" form on or before 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 make the storage available in the Clubs winter storage pool with the member's name and the length of the slip associated with the membership as referenced in the member's Membership Agreement.

The Club will make a reasonable effort to allocate unused winter space to Seasonal and prospective Members at a per foot fee for winter land storage subject to market demand and other variables but makes no representations as to its ability to do so.

26. *Transfer Proceeds Calculations & Disbursement*

26.1. *Seasonal Slips*

In the event the Club transfers a charter member's slip to a seasonal member, once the per foot fee has been collected, the member will be entitled to the proceeds less a fee set by the Club. Subject only to circumstances beyond the Club's control, the proceeds less any outstanding obligations to the Club will be distributed to the member via mail within 30 days after the Board of Directors has declared the Marina to be available for occupancy.

26.2. *Winter Land Storage*

Members entitled to and participating in the winter storage transfer pool will be entitled to a percentage of the winter storage pool as determined by the Board.

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

27. *Boat Trailers*

Empty trailers are allowed on the Club premises only during the launch and haul periods and must be attached to a vehicle. No empty trailer may remain on Club premises for more than 24 hours. Trailer owners failing to adhere to this regulation will be subject to a daily, at the Club's discretion, removal of the trailer from the Club's premises at the owner's expense.

28. *Vessel Requirements*

28.1. *Pre-Approval*

Any and all boats berthed at the Newburyport Yacht must be approved by the Marina Manager at the time of their membership agreement (Charter Members) or Seasonal Contract (Seasonal Members). Any member seeking to change boats in their assigned slip, must receive written permission prior to bringing the new vessel to the marina. Factors which are considered include but are not limited to size, impact on navigability, character of the Club, and peaceful enjoyment of abutting members. In general, vessels that are not designed for boating, sailing or cruising (i.e. houseboats) are not allowed.

Any modifications to boats at the marina that do not meet club policies require prior written approval.

Charter members have the ability to appeal the General Manager's decision to the Board. **The club reserves the right to reject any new vessel for any reason. Waivers given by the club are stand-alone and do not establish implied approval or precedence for future waivers requests.**

28.2. Maximum Beam and Length Policy

The following policies apply to all members. Any beam or length exceptions to the policy must be approved by the Board of Directors. Members considering the purchase of a new vessel are required to review boat specifications and have them documented with the Manager prior to purchase to ensure it complies with Club policies.

Definitions used in this policy

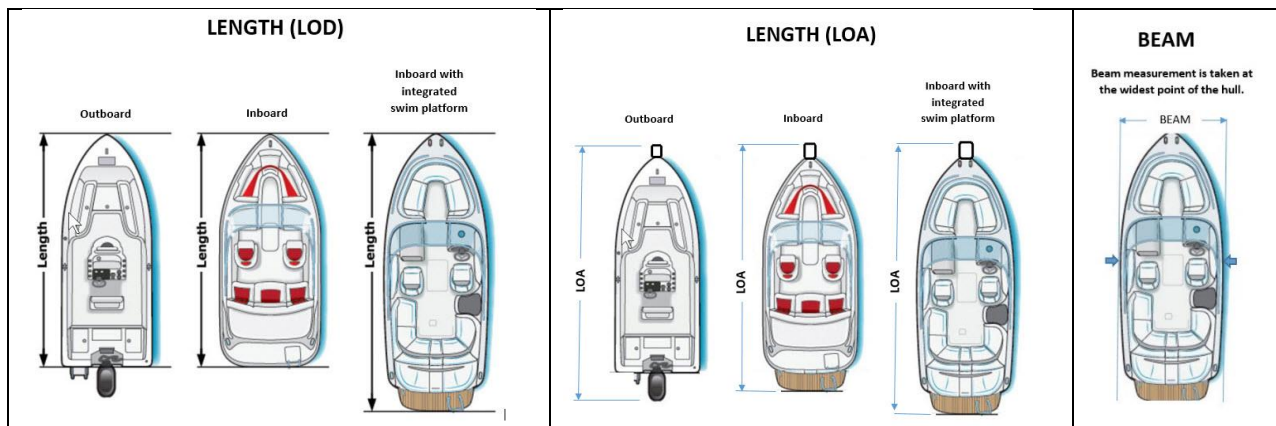
LOD: (Length, Hull Length or Length of Deck) This is the designed length of the hull without the pulpit, attached swim platform or any other appendage. This measurement includes the hull from the tip of the stem to the aft edge of the stern as measured down the centerline. Vessels with integrated swim platforms that are part of the hull are included in the LOD.

NOTE: The maximum LOD allowed is 50 feet.

LOA: (Length Over All) LOA is the overall designed length of the hull and includes things like overhanging pulpits, bow rollers, anchors, davits, dinghies, attached swim platforms and outboards.

NOTE: The maximum LOA allowed is 56 feet subject to physical space availability.

BEAM: (Width) Beam is the width of the boat at its widest part. (see below for maximum beam allowed)



NOTE: To reduce vessel loads on the marina: All boats must berth with the bow facing up-river.

A Dock: For members occupying a slip on A Dock; the following restrictions apply:

- maximum beam - 12 ft 6 in
- length restrictions - 32 feet Back in slip and 36 feet drive-in slip = 42 feet LOA

B Dock/C Dock: For members occupying a slip on B and C Docks; the following restrictions apply:

- Maximum beam – 13 ft 6 in

- Length restrictions - 32 feet Back in slip and 36 feet drive-in slip = 42 feet LOA

Outboard fingers on A & B, and long finger slips on the G, N, S, U, Y W and Z Long Fingers:

- Maximum beam 16 ft
- Maximum Length = 50' LOD /56' LOA (LOA is subject to physical space available)

Memberships on A, B & C along E-Main including the A slip along the dolphin ice cutter:

- Maximum length = 50' LOD/56' LOA (LOA is subject to physical space available)

Exceptions:

1. **Seasonal** - A member may petition the General Manager to waive the beam policy, 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.
2. **Existing Member Boats** - Members may continue to berth their existing (as of 2023 season) boat in their slip of record on their Membership Agreement.
3. **Seasonal Member Bays** - When both slips in a bay are available for seasonal transfer, the club manager makes the final decision on the boats that can be berthed within the bay according to their length, beam width and other factors that affect safe navigation, stability, or other factors. Disagreements may be appealed to the Board.
4. **Charter Member Bays** - Where a charter member owns both slips within a bay, beam restrictions do not apply, however length restrictions continue to apply. Maximum total width allowed in A dock is 25 feet and B & C docks are 27 feet.
5. **Vessel Waiver** - The Board of Directors recognizes that not all boats may conform to this policy and a member may petition the board for a waiver. *Waivers given by the club are stand-alone and do not establish implied approval or precedence for future waivers requests.*
6. **"Grandfathered Vessels"** - Any vessels previously given permission to berth boats at the Club which exceed the maximum beam & length policy as subsequently adopted terminates upon the sale of the vessel or membership. The Club shall maintain a list of such "grandfathered vessels".

28.3. Material

Due to insurance requirements, wooden boats are not allowed to berth at the club at any time. Due to potential of hull damage, aluminum boats are not allowed to be berthed anywhere except a designated slip. Aluminum dinghies are not allowed in the dinghy dock or to be “made up” to other boats.

28.4. Violations

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

29. *Personal Conduct*

It is expected that members and guests will conduct themselves appropriately and will respect the rights of others.

Members and their guests are to treat Club employees with respect. No member or guest is to reprimand any Club employee under any circumstance. If a member has an issue with an employee, the issue should be referred to the General Manager. 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.

The Board of Directors reserves the right to fine, or to ban a member from the premises for conduct injurious to the interests of the Club or to its employees, or which has an adverse effect on other members' use and quiet enjoyment of the Club.

Charter Members: In the event of a serious infraction of the Club's Rules & Regulations by a charter member or by his/her guest(s), the Board of Directors reserves the right to request that a charter member tender his/her resignation (see Club Bylaws) from the Club, or the right to expel the member. In such an instance, the member shall have no claim to any prorated portion of his/her annual membership dues.

Seasonal Members: In the event of a serious infraction of the Club's Rules & Regulations by a seasonal member, or by his or her guest(s), the Board of Directors reserves the right to require the seasonal member to remove his/her boat from the Marina on either a temporary or permanent basis. In such an instance, the seasonal member shall have no claim to any prorated portion of his/her leasing fee.

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

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

30. *Dispute Resolution*

Members seeking resolution of a situation involving another member must follow these procedures:

1. Complete an "Incident Report," including the names of the parties involved, the day and time of the incident and any steps, which have been taken 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 charter membership, expulsion from charter membership, or termination of a seasonal membership Leasing Contract.

31. *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 late charge fee, except in the case of invoices for assessments on which the late charge will be the greater of the fee 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 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 seasonal members are detailed in the seasonal membership application.

Members who receive payments from the Club for any reason in excess of the amount \$600 or as defined by the Government are required to complete a valid W-9 form. Failure to do so may result in a delay, forfeiture, or backup withholding.

32. 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.