

## PAYMENT OF DUES AND OTHER CHARGES

Members' dues, slip rental fees, ground space rental fees, storage rack rental fees, locker rental fees and other fixed monthly charges shall be payable on the first day of the month for which such dues, rents and charges are to be paid

## PORT CAPTAIN

The Port Captain's duties shall be as designated by the Board of Directors, including supervision of docks, slips, boat and gear handling and storage facilities

Members shall not make their vessels available for business entertainment on a charter basis or for any other commercial, political or promotional purpose unless the Member is on board or unless other arrangements are made and shall be approved in advance by the Board

#### I. VESSEL MAINTENANCE RULES

1. Apart from ordinary maintenance and minor repair, no work shall be done on any vessel whether in its slip at a dock, in the dry storage area or any other location within the Club Facilities.

2. Members and guests, their agents, contractors or employees shall comply with all current San Diego Unified Port District, maritime and environmental laws and regulations while at the Club Facilities and shall not engage in any activity that could be construed as being in violation of the Federal Clean Water and Clean Air Acts, or any other federal, state or local environmental statute or regulation.

3. Repair work that may cause damage to the docks or to other vessels is prohibited.

4. Members and owners of guest vessels shall be financially responsible for any damage to the dock and other property of the Club and any other vessel, caused by work done by a Member, guest or their agents, contractors or employees.

#### J. GENERAL WET AND DRY STORAGE, LOCKER AND RACK RULES

San Diego Yacht Club has a limited number of Wet Slips ("Slips"), dry storage area, lockers and racks. As such, the assignment of Slips, use of dry storage, or a locker or rack is a privilege. All Members seeking or receiving an assignment for a Slip, locker, dry storage and/or rack shall follow these Rules. The following definitions are part of the Rules:

**Dockmaster:** The club Dockmaster and personnel in the Dockmaster's office. These personnel are Club staff.

*Marina:* The docks, ramps and slips, including the harbor waters and shore they encompass under the Club's Port



of San Diego lease, hoists, dock racks and other dock equipment and lockers which are the property of the Club.

**Not Ready**: A member who is on the Wet Slip Wait List or the Dry Storage Wait List and is not ready to move into the SDYC marina.

**PCC**: Port Captain's Committee including the Port Captain as defined in the Committee definitions. The members of the Port Captain's Committee shall be members of SDYC. The PCC and the Rules may delegate authority to carry out specific responsibilities concerning the operation of the Marina to the Dockmaster.

**Ready**: A member who is on the Wet Slip Wait List or the Dry Storage Wait List and is ready to move into the marina subject to the rules below.

**Lateral Slip Transfer List**: A Separate list maintained by the Dockmaster for Wet and Dry Slip Renters requesting a transfer of the assigned vessel to a different Slip, to which the assigned vessel must conform.

*Slip Renter:* A member of SDYC who has been assigned a wet slip, dry slip, or rack in the Marina in accordance with Club Rules & Regulations.

1. A Slip is assigned to a Member for the storage of a specific vessel. In the event the Member obtains a different vessel, that vessel shall not be brought to the Club Facilities until the Member has complied with all applicable rules.

2. The Board has absolute authority in the assignment of Slips, dry storage, lockers and racks. The Board has delegated the day-to-day administration of these Rules to the Port Captain's Committee (the "PCC"), subject always to the ultimate authority of the Board to apply, interpret, modify and rescind these Rules and promulgate additional Rules.

3. Nothing in these Rules shall prevent the Board from making a Slip assignment, which in the good faith determination of the Board is considered by the Board to be in the best interests of the Club.

4. The Dockmaster shall maintain a list of all Slip, dry storage, locker and rack assignments, which shall include the name of the Member, the name or description of the vessel so assigned, and such other information as the PCC may require from time to time. The assignments shall be available for Member viewing upon request to the Dockmaster during regular business hours.

5. No vessel shall be assigned a Slip at the Club without prior measurement by the Dockmaster to ensure compliance with the dimensions of the proposed Slip assignment.

## 6. Assignment Process.

a. <u>Wet Slip Assignments.</u> A member requesting a Slip assignment shall complete a Dockmaster Information Form and Vessel Registration Form, pay the applicable Slip Deposit and provide all other information required in connection with the Slip application procedure. A Member desiring to be placed on the Wet Slip Wait List shall elect either "READY" or "NOT READY" status. The Slip Deposit shall be as provided in Table 6. Both classifications shall have equal advancement priority, in accordance with the date of application and specific vessel requirements. NOT READY status Members are required to notify the Dockmaster in writing when they are READY to be assigned a Slip. A READY status Member shall



accept the Slip offered within 10 business days of assignment. If the member rejects the slip assignment or does not accept the slip assignment within 10 business days, they will lose priority on the Slip Wait List and the date of application shall be changed to the date of the Slip assignment rejection. Once a Member accepts the Slip, the Member's Wet Slip Wait List Priority date for future assignment consideration is the earlier of (1) date of the Slip assignment or (2) the date of their earliest slip assignment so long as the member held slip assignments or was on the Wait List (Ready or Not-Ready) with no break in continuity from the earlier date forward. Upon acceptance by the member and availability of the assigned slip for occupancy, the member's account will begin being billed for the assignment notification, however, a READY status Member may not change status after being notified of a Slip assignment by the Dockmaster.

b. Dry Storage Assignments. A member requesting a Dry Storage assignment shall complete a Dockmaster Information Form and Vessel Registration Form, pay the applicable Deposit and provide all other information required in connection with the Dry Storage application procedure. A Member desiring to be placed on the Dry Storage Wait List shall elect either "READY" or "NOT READY" status. The Dry Storage Deposit shall be as provided in Table 6. Both classifications shall have equal advancement priority, in accordance with the date of application and specific vessel requirements. NOT READY states Members are required to notify the Dockmaster in writing when they are READY to receive a Dry Storage assignment. A Member shall accept assignment to Dry Storage offered upon notification or will lose priority on the Dry Storage Wait List and the date of application shall be changed to the date of the Dry Storage assignment rejection. Once a Member accepts the Dry Storage assignment, the Member's Dry Storage Wait List Priority date for future assignment consideration is the earlier of (1) date of the Dry Storage assignment or (2) the date of their earliest Dry Storage assignment so long as the member held Dry Storage assignments or was on the Wait List (Ready or Not-Ready) with no break in continuity from the earlier date forward. Upon acceptance by the member and availability of the assigned Dry Storage for occupancy, the member's account will begin being billed for the assigned Dry Storage space (monthly bill to be prorated). A Member may change the status at any time prior to the receipt of a Dry Storage assignment notification, however, a READY status Member may not change status after being notified of a Dry Storage assignment by the Dockmaster.

c. <u>Rack Assignments</u>. A Member requesting a Rack assignment shall complete a Dockmaster Information Form and Vessel Registration Form, pay the applicable Rack Deposit and provide all other information required in connection with the application procedure. A Member desiring to be placed on the Rack Wait List shall pay a deposit as provided in Table 6. A Member shall accept the Rack offered upon notification or will lose priority on the Rack Wait List and the date of application shall be changed to the date of the Rack assignment rejection. Members may change status any time prior to a Rack assignment notification. Once a Member accepts the Rack, the Member's Rack Wait List Priority date for future assignment consideration is the earlier of (1) date of the Rack assignment or (2) the date of their earliest Rack assignment so long as the member held Rack assignments or was on the Wait List with no break in continuity from the earlier date forward.

d. <u>Locker Assignments</u>. A member requesting a Locker assignment shall complete a Dockmaster Information Form, pay the applicable Locker Deposit and provide all other information required in connection with the application procedure. A Member desiring to be placed on the Locker Wait List shall



pay a deposit as provided in Table 6. A Member shall accept the Locker offered upon notification or will lose priority on the Locker Wait List and the date of application shall be changed to the date of the Locker assignment rejection. Once a Member accepts the Locker, the Member's Locker Wait List Priority date for future assignment consideration is the earlier of (1) date of the Locker assignment or (2) the date of their earliest Locker assignment so long as the member held Locker assignments or was on the Wait List with no break in continuity from the earlier date forward.

#### Table 6.

| SLIP DEPOSITS       | READY      | NOT READY | DEPOSIT |
|---------------------|------------|-----------|---------|
| Wet Slip Deposit    | \$1,000.00 | \$500.00  | n/a     |
| Dry Storage Deposit | \$500.00   | \$250.00  | n/a     |
| Locker              | n/a        | n/a       | \$50.00 |
| Rack                | n/a        | n/a       | \$25.00 |

e. <u>Lateral Transfers</u>. A separate Lateral Slip Transfer List shall be maintained for Wet Slips Renters requesting alateral transfer of the assigned vessel to a different Slip of the same compliant size. Every reasonable effort will be made to accommodate the request in accordance with these guidelines. Only the dimensions of the assigned vessel to the Slip Renter's current slip will be listed on the Lateral Slip Transfer List. To be eligible to trade, the Slip Renter's assigned vessel must conform to the required measurements provided in rule 6.g. If the Slip Renter is offered to trade into the new slip, the Slip Renter's current Slip up for trade. In the event a Slip Renter declines to accept the Slip offered, pursuant to this Slip Transfer procedure, the Slip Renter shall retain the date of their original trade request. In the event a Slip Renter will be removed from the Lateral Slip Transfer List. The Slip Renter must submit a written request to be placed back onto the Lateral Slip Transfer List and will be added with the date the Slip Renter was assigned the new Slip. Once the Slip Renter accepts the Slip Renter show the Slip. Once the Slip Renter accepts the Slip Renter accepts before being eligible to accept a new trade offer.

f. <u>Transfer Requests Relating to Different Sized Vessels</u>. A Slip Renter and a Dry Storage Renter may request to change a Slip or Dry Storage assignment for the purpose of locating a different sized vessel into a different sized Slip or into the Dry Storage area by placing themselves on the Slip Wait List or Dry Storage Wait List, as applicable. Priority for such assignments shall be based upon the methodology described in 6.a. A Slip/Dry Storage Renter shall notify the Dockmaster in writing by completing a new Dockmaster Information Form and Vessel Registration Form and any other requested information then required by the PCC, and Slip/Dry Storage Renter, as the case may be, shall be placed on the READY or NOT READY Slip List, in the case of a Slip and on the Dry Storage Wait List, in the case of the Dry Storage Renter. A Slip/Dry Storage Renter seeking an assignment under this section shall be charged and pay deposits respectively of \$1000/500 and \$500/250. Failure to accept an assignment under this Section shall be charged to the date of the Slip Wait List or Dry Storage Wait List and the date of application shall be changed to the date of the Slip assignment rejection.

g. <u>Measurement</u>. For assignment to a Slip, a vessel shall not be more than three feet longer or more than five feet shorter than the slip length and no wider than 45% or narrower than 30% of the overall Slip width in the case of double berthed Slips. If the Slip does not meet these criteria, the Member may be temporarily assigned an available Slip measuring up to 150% of the Vessel's length, conditioned upon the Member executing a Temporary Non-Conforming Slip Assignment letter, which among other matters



shall contain the Member's agreement to move the vessel into the first available Slip offered that does meet the criteria stated in the first sentence of this rule.

h. <u>Slip Charge Calculation</u>. Charges for Slips shall be based on vessel length (overall length including bow pulpits, swim steps, and other appendages) or Slip length, whichever is greater.

7. A Slip Renter wishing to go cruising and vacate an assigned Slip for a minimum of six months or longer period of time may apply for "cruising status." While on Cruising Status the Slip Renter's Slip fees will be reduced to 50% of the then current rate but not less than the Slip fee for a 30' Slip. A Slip will be made available for the Slip Renter upon the return of the vessel; however, there is no guarantee the previously assigned, vacated Slip will be available. A thirty- day notice of departure and return is required.

8. Without the written consent of the Board, a Member shall not be entitled to rent more than one Slip or Locker or have more than one vessel located within the dry storage area concurrently or use a Slip other than the Slip assigned.

9. A Member may not assign or otherwise allow another person to use the Member's assigned Slip, dry storage or Locker for any reason.

10. Amended rule Effective February 1, 2017. No Member shall be assigned a Slip, Dry Storage, Locker, or Rack unless the Member is the sole owner of the vessel or owns the vessel jointly only with other Club Members. With regard to Member partnerships, one Member shall be solely designated as the Slip, Locker, or Rack Renter (the "Designated User"). The Designated User shall hold at least a 50% interest in the partnership and be the registered owner of the vessel. The Designated User's partnership interest and registration of the vessel must be validated by a submission of the partnership contract and by proof of registration, either California DMV or US Coast Guard. Failure to meet the minimum ownership percentage or to comply with proof of registration with result in termination of the slip assignment.

Any falsification of partnership documentation shall be grounds for expulsion form the Club for all partners. The Designated User shall be solely responsible for all applicable fees and charges assessed and payable with respect to the Slip, Dry Storage, Locker, or Rack. The Designated User shall provide the Dockmaster with a written list of all partners complete copy of the partnership contract and vessel registration at the time of assignment to the Slip, Dry Storage, Rack or Locker and upon any change to the partnership contract. In the event a Member partner, other than the Designated User, desires to become the Slip Renter, Dry Storage, Rack or Locker Renter, as the case may be, the Member partner shall apply for such designation through the Slip, Dry Storage, Rack or Locker assignment process set forth in Section 6 of these Rules. No partner or co-owner of a Designated User shall have any rights to the Designated User's assignment or priority date, even if one or more of the partners or co-owners purchases the Designated User's interest in the vessel.

11. Amended rule Effective January 1, 2017. In order to maintain a Slip, Dry Storage, or Rack assignment, a Member shall submit proof of vessel ownership including, but not limited to; bill of sale, registration or certificate of documentation, partnership agreement (if applicable), proof of financial interest in the vessel, proof of insurance conforming to current Club requirements and a fully completed Vessel Registration Form. A Member shall notify the Dockmaster immediately of any changes in ownership of the Member's vessel, whether co-owned, in a partnership or otherwise. Any Member who fails to comply shall be subject to a \$50 per month assessment for each month they are not in compliance and



revocation of their Slip, Dry Storage or Rack assignment. A vessel that is or becomes ineligible to occupy a Slip, Dry Storage or a Rack, shall be removed from the Slip, Dry Storage area or Rack and Club Facilities immediately upon written notice.

12. A member interested in entering into a charter or other use agreement for the Member's vessel in an assigned Slip or Dry Storage or Rack shall obtain the prior approval of such arrangement from the Board, which may withhold approval in its absolute discretion.

13. Slip, Dry Storage, Rack, and Locker fees are incurred from the date of the assignment of same whether or not the Slip, Dry Storage, Rack or Locker is immediately occupied.

14. The Dockmaster may temporarily assign a Slip Renter's assigned Slip to another Member or guest during the absence of the assigned Member's vessel. The Club may charge rental for such temporary use for the Club's sole benefit and at the same time require the absent Slip Renter to continue paying Slip fees as a condition of holding said Slip. If a Slip Renter's assigned vessel returns to the assigned Slip and the Dockmaster has not been notified at least 24 hours prior to the return of the vessel and a temporarily assigned vessel is in the Slip, the Dockmaster will attempt to find the Slip Renter a temporary Slip assignment until the assigned Slip becomes available. To mitigate such issues, Slip Renters shall advise the Dockmaster of the planned or intended absence from the assigned Slip, as well as anticipated return.

15. The purchase of a vessel in an assigned Slip, Dry Storage, or Rack does not entitle the purchaser to the assigned Slip, Dry Storage, Locker, or Rack in question or to any other Slip, Dry Storage or Rack.

16. A Member assigned to a Slip or Dry Storage shall maintain comprehensive liability insurance in such amounts as the PCC required, from time to time. All such policies shall name the Club as an "additional insured" and a copy or certificate evidencing insurance coverage shall be delivered to the Dockmaster as required in the policy relating to the assignment of the Slip or Dry Storage. Insurance certificates, naming the Club as an additional insured and evidencing coverage of not less than \$500,000 property damage/personal liability, shall be furnished to the Dockmaster annually.

17. Should a Member become eligible for a Slip, Dry Storage, or Rack assignment and the Member is not then a vessel owner but anticipates acquiring a vessel within 90 days, the Slip, Dry Storage, or Rack will be assigned to the Member. Failure to occupy the Slip, Dry Storage, or Rack within 90 days will result in forfeiture of the assignment. The Board may extend the 90-day period in its absolute discretion.

18. If a Member sells the vessel assigned to a Slip, Dry Storage, or Rack, the Member shall procure a new, compliant vessel within 180 days in order to retain the Slip, right to use Dry Storage, or Rack, subject to the PCC's approval of the proposed new vessel. The Board may extend the 180-day period in its absolute discretion. In the event a new vessel has different dimensions from the previously assigned vessel, Rule #6g and #6h above shall apply.

19. If a vessel is removed from its assigned Slip for longer than 180 days without a designation of Cruising Status, the Slip Renter shall no longer have any right to the assigned Slip. The Board may extend the 180-day period in its discretion.



20. Vessels of commercial registry and vessels intended or available for commercial use (including but not limited to, vessels available for hire or charter, or those held for yacht brokerage purposes) shall not be assigned a Slip or Dry Storage and shall not be permitted to use the Marina Assets or Club Facilities.

21. The Board may request a Member to vacate its Slip, Dry Storage, Locker and/or Rack during special events or when Club construction, maintenance and repair work (collectively, "Work") is to be accomplished. Where the Work involves only a very limited area of a dock and/or slips and the duration of the Work will be of limited duration not exceeding thirty (30) days, the Club will make reasonable efforts to locate temporary replacement accommodations.

22. Each Slip, Dry Storage and Rack Renter shall maintain its/his/her vessel in a seaworthy, operable condition, and shall maintain the appearance of the vessel, including regular cleaning (above and below the vessels waterline, maintenance and replacement of all painted and varnished services, all bright work, rigging, safety equipment (including dock lines) and any other appurtenances of their vessel. If a vessel is powered, the engine(s) must be operable and capable of producing sufficient way to make the vessel maneuverable. If a vessel is a sailboat without power, the vessel shall be equipped with sails, and her standing and running rigging shall be seaworthy. The PCC shall be the sole judge of the adequacy of a vessel's seaworthiness, condition and maintenance and may cause the inspection of any vessel periodically to ensure that the vessel is seaworthy and properly maintained. Vessels and trailers are to be operable at all times and used on a regular basis, defined as a vessel or trailer that is used a minimum of every six months or twice a year.

23. The Board may order the removal of any vessel or trailer from Club Facilities that is determined by the PCC to be in violation of any of these Rules.

24. A Member desiring to terminate his/her use of an assigned Slip, Dry Storage, Rack or Locker shall deliver a thirty (30) day prior written notice to the Dockmaster. Such member shall be responsible for all costs and other charges accruing during the thirty (30) day period. To retain an earlier Priority date for any future Slip, Rack, Dry Storage or Locker assignment, the Member must request to go back on either the Wet Not Ready Wait List or the Wet Ready Wait List and pay the respective deposit associated with either list within the thirty (30) day period. Failure to do so will result in the Member not having rights to any previous Priority date of a Slip, Rack, Dry Storage or Locker assignment.

25. No vessel may be simultaneously assigned to both a Slip and Dry Storage.

26. A Slip Renter shall not make any modification, retrofit and/or add additional equipment to a Slip or adjacent docks without prior written approval of the Dockmaster. If approved, any such modification shall be performed by Club maintenance staff at Slip Renter's sole cost and expense. In the Board's discretion, Slip Renter shall be financially responsible for all costs of returning the Slip to its previous condition in the event Slip Renter no longer rents said Slip.

27. Vessel Baths, Hydro-Hoists and similar items shall not be permitted in, on or around a Slip.

28. As a condition to the right of a Member to maintain and/or retain a slip assignment for the vessel of the Member, such Member shall; (1) obtain and complete the annual Dockmaster's SURVEY no later than February 15 th of each year, and (2) shall provide to the Dockmaster an APPLICATOR REPORT which shall have been completed by both the Member and applicator and returned within 30 days of the



completion of an application (or re-application) of a bottom coating to the vessel of the Member. Noncompliance with this Rule will be directed to the Port Captain for appropriate action.

29. It is in the best interests of the Club that the Commodore's Flagship be docked in the Club marina for the duration of the Commodore's term. This accommodation shall be made only if requested by the Commodore and approved by the Board. Prevailing slip rental rates shall apply. Such accommodation, if granted, shall not alter or adjust the Slip Wait List or Slip Transfer List status, if any, of the Commodore. At the end of the Commodore's term, if a wet slip is not or has not become available by the standard wet slip assignment process, the Flagship shall be removed from the Club's marina.

## K. GENERAL DRY STORAGE RULES

1. Separate "slips" or parking spaces are not assigned to any vessel using the dry storage areas of the Club. Rates for dry storage are established in the Bylaws of the Club.

2. Dry Storage shall be assigned to a Member in good standing for parking trailerable vessels. Dry Storage may not be used or assigned for any other purpose.

3. Vessels, which are not actively used, trailers without vessels and vessels without trailers/dollies shall not be permitted to use Dry Storage, and may not be permitted to remain within the dry storage areas.

4. The Dry Storage areas shall be under the direct control of the Dockmaster. Vessels and/or trailers shall not be left parked in fire lanes or "red zones" at any time nor may they be left or parked other than as directed by the Dockmaster.

5. A Dry Storage assignment shall be used only for the vessel expressly assigned.

6. Vessel and trailer length for vessels assigned dry storage shall not exceed thirty-two feet overall. Etchells class vessels shall be exempt from this rule.

7. Any work performed on a vessel in Dry Storage at the Club shall conform to all applicable Rules of the Club.

## **GENERAL RACK RULES**

1. The maximum vessel length to be assigned to a Rack is 10 feet. The maximum width is 55 inches. The maximum weight is 100 pounds. Vessels exceeding these dimensions/weight restrictions may be assigned to such Racks as the Dockmaster may determine.

2. Vessel gear and rigging shall be such that it may be stored inside the vessel or in contained storage units provided within the Rack. No gear or rigging or other equipment may be stashed or placed on or around the Racks.

3. Any desired modification to a Rack shall be in the discretion of the Dockmaster and subject to the Dockmaster's prior written approval. If approved, all work shall be performed at Rack Renter's sole expense by Club staff.

4. A vessel using a Rack must be maintained in good repair and in a seaworthy condition as determined by the Dockmaster in his/her discretion.



5. A vessel occupying a Rack shall be actively used. Racks shall not be used for long term storage of unused vessels

### **N. LIVE-ABOARD RULES**

A limited number of Members in good standing, by grant of written permission from the Board of Directors, may live aboard their vessels, which are moored in a SDYC slip, pursuant to a SDYC Slip Agreement and SDYC Live-Aboard Agreement. In addition to the provision of the Slip Agreement and the SDYC Live-Aboard Agreement, the following rules shall apply to Live-Aboard vessels, their owners and persons living aboard, including the pets of any of the foregoing.

1. Neither a Member, nor any other person, may live or intend to live on a vessel for more than 120 nights in any 12- month period, while the vessel is moored in a San Diego Yacht Club slip without the approval of the Board of Directors and having executed a Live-Aboard Agreement.

2. No more than five percent (5%) of available slips will be used for Live-Aboard vessels without Board approval.

3. Only SDYC Members in good standing may apply to live aboard their vessel. Application to live aboard shall be only by a Member, shall be in writing, shall be endorsed by the Dockmaster, General Manager and Port Captain and shall be subject to any other conditions as the Board of Directors deems appropriate in its discretion.

4. Live-Aboard status will be reviewed by the Port Captain's Committee on no less than an annual basis. In its review the Port Captain's Committee may consider security and electrical requirements, the conduct during the preceding year of the person(s) living aboard the vessel, condition of the vessel and compliance with the SDYC Bylaws and Club Rules and Regulations, the Member's Slip Agreement and the SDYC Live-Aboard Agreement.

5. All persons granted permission to live aboard a vessel shall conduct themselves in strict accordance with the SDYC Bylaws and Club Rules and Regulations. At least one person granted Live-Aboard status shall be the Member owning the vessel.

6. Permission to live aboard may be terminated by the Board of Directors at any time and for any reason, or for no reason.

7. Persons living aboard a vessel shall cooperate with Club security guards and shall provide SDYC with current vessel and/or cell phone numbers.

8. Live-Aboard status of children under age 18 must be approved by the Board of Directors.

9. No canine pets may be kept aboard any Live-Aboard vessel. Other pets intended to be kept on board a Live-Aboard vessel shall be subject to the prior approval of the Port Captain's Committee.

10. Live-Aboards shall be charged an appropriate monthly fee. Such fee shall be established by the Board of Directors and shall be subject to change in the absolute discretion of the Board of Directors.

11. A Live-Aboard vessel owner shall allow inspections of his/her vessel by the Dockmaster and/or Port Captain at reasonably convenient times and intervals. Verification of holding tank function shall be



included in each such inspection, and, in the discretion of the Port Captain, may be subject to testing on a monthly basis.

### **O. IMPOUND RULES**

1. All equipment located at the Club Facilities identified as [left or] abandoned will be tagged by the Dockmaster's office. Tagging will be done after attempting to determine ownership (CF number checks, SDYC number check, etc.).

2. After 30 days the tagged equipment will be moved to the impound cage or area. At the same time the equipment will be added to the impound list published monthly in the Mainsheet. Items determined to present a safety hazard, or to be in violation of any Rules may be impounded immediately. Due to Mainsheet deadlines the posting will be posted twice (once a month for two consecutive months).

3. After 90 days in impound the item will be processed for disposal. The method of disposal will depend on the impounded item in question. Items requiring registration or proof of ownership will be dealt with via a lien sale.

4. Impounded items may be redeemed from impound upon presenting proof of ownership to the Dockmaster's office and payment of such charges at the Club may have incurred in respect of the impounded item

#### **Q. DOCK RULES**

1. A Member may not post "For Sale" signs or other political or promotional signage of any kind on vessels stored or moored at the Club Facilities.

2. The front dock shall be kept clear for the temporary use of visiting yachts and for the embarking and disembarking of waiting passengers.

3. The use of the small vessel docks near the hoists is reserved for those vessels that are normally kept in the Dry Storage area.

4. Skiffs and dinghies and other small vessels shall be kept in an area designated by the Dockmaster. Placement of a Member's dinghy in Member's assigned wet slip is subject to the Dockmaster's approval. Dinghy floats shall be maintained in a presentable and safe condition. A dinghy float may only be used for temporary storage of a dinghy and may be subject to an additional charge.

5. Slips shall be kept clear at all times to permit free access to all portions of the Slip.

6. Dock boxes and boarding steps shall be limited to one for each vessel. The weight of all equipment and gear stored in a dock box shall not exceed 75 pounds per Slip.

7. The placement of dock boxes shall be immediately adjacent to a pontoon.

8. Where two dock boxes are placed on one float, they may not be placed directly opposite one another but shall be staggered with at least four feet clearance between.

9. All dock boxes shall be provided and installed by a member of the Club staff.



10. Docks shall be kept clear at all times and are not to be used to store dinghies, rafts, surf or wind surf boards or other personal water activity items. Cleaning items, spare gear and parts shall not be stored on the docks unless kept in dock boxes conforming to the Rules. Gear may be temporarily stored on a dock adjacent to a member's vessel as a temporary measure and only insofar as such gear presents no safety hazard and is within the seventy-five pound limit and does not prevent free access to all parts of the dock. If, in the opinion of the General Manager or Dockmaster, any of the aforementioned items present a danger or a safety hazard, the item(s) in question shall be removed immediately by a member of the Club staff and the member notified of the removal. Cost of any such removal shall be paid by the Member.

11. A Member shall not store paint, gasoline, solvents, thinners or other flammables in Member's dock box. Accumulation of oily waste or other materials that create a hazard on board a vessel or in a dock box is prohibited.

12. Power lines, bowsprits, etc., which extend over the docks shall clear the dock vertically by at least six and one-half feet.

13. Tradesmen and paid hands shall be permitted access to vessels, docks and the Club Facilities as necessary and only for the specific purposes of their employment. Such persons shall not live aboard vessels nor are they entitled to any of the privileges of membership in the Club, or to the use of the Club Facilities other than restrooms.

14. Except for approved dock boxes, no other specialized equipment, devices or other improvements shall be attached or added to the docks without the prior written consent of the Dockmaster.

15. The Club assumes no responsibility for injury to persons using the docks. Parents shall restrict small children from going upon the docks and Slips unless supervised by an adult.

16. The Club assumes no responsibility for property on or attached to dock facilities. Vessels shall be securely moored and ample fenders provided. Lockers, dock boxes and vessels should be locked when unattended.

17. Dogs are permitted on docks only when leashed and attended by the pet handler. (See Pet Rules of these rules).

18. Dock carts, provided at each dock, are for general use and shall be returned to the head of the dock as soon as possible.

19. Current laws and regulations and common sense absolutely prohibit the discharge of any toxic or hazardous materials into the waters of San Diego Bay. This includes discharge from toilets and holding tanks as well as debris, solvents, fuel and similar substances. The use of Club restrooms is encouraged. Discharging effluent from vessel toilets or holding tanks while docked is prohibited.

20. No bicycle, skateboard, roller-skates, scooter or other vehicle, self-powered or otherwise, shall be ridden upon the decks or gangways.

21. Fueling operations, including tank cleaning and fuel polishing are prohibited at the docks unless the General Manager grants prior approval.



22. Marine rated shore power cords with three-prong twist lock receptacles with weather proof boots shall be used from the dock receptacles to a Member's vessel. Minimum wire sizes are #10 for 30 amp and #6 for 50 amps.

23. Shore power cords shall be replaced if any of the following conditions exist: cracks, splices, corrosion or blackening of metal parts, or otherwise damaged.

24. Adapters or cheaters shall not be used for permanent shore power cord connections.

25. Turn off the breaker (switch) to receptacles when disconnecting or connecting shore power cords and leave in off position when vessel is away from the slip.

26. Electric power cords should never touch the water or be tightly coiled.

27. Any work performed on a vessel docked at the Club shall conform to the provisions set forth in the Club Tradesmen & Paid Hands Rules of these rules