

RULES AND REGULATIONS OF THE OLYMPIA YACHT CLUB

Proposed changes

The following rules shall not be considered as part of the Constitution and Bylaws of the Olympia Yacht Club, but are hereby duly adopted as rules and regulations subject to amendment or repeal only in accordance with Article 9 of the Bylaws.

Rule 1: Reciprocal Moorage:

a. Members of recognized reciprocal yacht clubs will be allowed 48 hours (2 days) free moorage and use of one power outlet on the OYC visitor floats. After 48 hours, they will pay ~~\$0.30~~ \$0.50 per foot per day for a maximum of five days total moorage in any 30 day period (2 days free & 3 days paid). Any extension beyond five must be approved by the Moorage Master or ~~House Chairman~~ Main Station Chair.

b. Special events for visiting yacht clubs are approved by the Commodore and may be granted extended reciprocal privileges (coordinated with Moorage Master).

~~c. A \$10.00 refundable deposit will be paid to the caretaker for each gate card key.~~

Rule 2: A completed/signed OYC Moorage Agreement must be filed ~~yearly~~ with Moorage Master prior to berth assignment/occupation. All boats are moored at owner's risk. The Club shall not in any way be responsible for loss sustained by theft, stress of weather, fire, collision, or careless handling of boats by other parties, whether said parties are members of the Club or not.

Rule 3: Club members are advised to respect the rights of other boat owners by:

- a. Keeping off other people's ~~yachts~~ boats.
- b. Staying out of other people's boathouses.
- c. Furnishing ample strength mooring lines, so arranged that there is no danger of coming in contact with another boat during the member's absence.
- d. Operating their vessels in a safe and courteous manner.
- e. **Members will report to the Caretaker or Main Station Chair any irregular moorage or hazardous conditions on Club premises. (moved from Rule 7 last sentence)**
- f. 10:00 PM to 7:00 AM is considered quiet time (no loud or disturbing noises).

Rule 4: The Club may refuse mooring to, and order taken from the premises any boat or boathouse that is maintained in a condition of dilapidation and neglect, so that it becomes unsightly, a nuisance, and a hazard to the Club property, and/or other member's property.

a. Non Commercial Use: Olympia Yacht Club is not a commercial marine facility. Specifically prohibited from operating from within the confines of Olympia Yacht Club are commercial or business concessions, (which includes but is not limited to; boat and equipment sales, fueling, repair, maintenance, brokerage, charter, fishing or commission activities). Brokers, sales, maintenance or repair persons may conduct their sales or work activities pertaining to a member's boat or boathouse by gaining proper access to Club facilities, through the member in accordance with established OYC procedures as set forth in Rules and Regulations.

b. Registration: any boat kept within the Olympia Yacht Club facility will comply with current city, state and federal registration laws. Any boat that is registered for other than pleasure will not be used or boarded for any purpose other than pleasure within the confines of Olympia Yacht Club.

Rule 5: Penalties for noncompliance with "Rules, Regulations and Moorage Agreements" of OYC:

a. Any member found in violation of adopted OYC Rules, Regulations and/or Agreements (moorage or otherwise) shall be subject to actions provided for in Article 3, Section 7 of the Constitution and Bylaws of the Olympia Yacht Club.

b. OYC is entitled to reimbursement for the costs it incurs in attempting to enforce compliance with OYC rules, regulations and agreements with its members. Members who fail to comply with OYC rules, regulations and agreements will be billed for, and

will be responsible for the payment of actual costs incurred by OYC to enforce compliance, including the payment of OYC's attorney's fees and court costs.

Rule 6: Any boat leaving or approaching its moorings, or Club property, must observe a maximum speed of three (3) miles per hour. Federal law prohibits the "reckless operation of boat", holding the owner responsible for any damage created by its wake. An idle speed is to be maintained when passing boats moored to a dock or lying at anchor.

Rule 7: The Club has placed fire extinguishers in convenient places. The members should familiarize themselves with the location of the fire extinguishers and fire alarm system. Members will report to the Caretaker any irregular moorage, or hazardous conditions on Club premises.

Rule 8: The Club docks may be used by members while making repairs or alterations to their boats, but all litter and rubbish must be cleaned away before leaving the ~~Club~~ docks. Members using the Club workshop must clean up any litter made by them. Any member wishing to use the grids shall ask the Caretaker for an assignment date and read, complete, and sign the approved grid registration form. If for any reason the member is unable to use the date given, adequate notice of cancellation should be given the Caretaker, so that the specified date can be reassigned. Any member found in violation of the signed grid agreement shall be subject to action as specified in Article 3, Section 7 of the OYC Bylaws.

Rule 9: No use or installation of electrical equipment that requires in excess of 120 volts, 30 amps is permitted.

Rule 10: No boathouses shall contain showers, sinks, laundry or other equipment that permits gray water to drain into the Sound.

Rule 11: Storage of motor fuel or the fueling of boats is prohibited (other than outboard motors or space heaters) in compliance with fire codes.

Rule 12: The use of electrical fence units is not permitted.

Rule 13: No member or guest shall throw or discharge, pump or deposit from any boat or float refuse, oil, antifreeze or flammable liquid into the water. Individual members are solely responsible for penalties, fines and legal actions resulting from violations of this rule.

Rule 14: The Board of Trustees and/or the Moorage Master has the right to rearrange the position of any boat or boathouse moored at the Club docks at any time ~~if they~~ deem necessary for the best interest of the Club. ~~Any member selling his boat, boathouse or float, shall notify the Moorage Master and the House Chairman in writing within 5 days of the sale.~~ Any member making a modification of any manner to the exterior of the boathouse, or proposing to build a new boathouse, or to rebuild an existing boathouse will be required to secure a "BOATHOUSE BUILDING/REMODELING/RELOCATION PERMIT". This permit, to be valid, must be signed by the ~~Moorage Master and the House Chairman~~ Main Station Chair. All boathouse remodeling that requires governmental permits, must be obtained. The application for the permit will be valid for a period of six months from the date of approval. Members wishing to lease their boathouse/berth shall notify the Moorage Master in writing prior to occupancy by the lessee. Said rentals are to Club members only.

Rule 15: Any vessel (including dinghies) that extends beyond the finger pier or boathouse must be approved by the Moorage Master in writing.

Rule 16: Without exception, the sale of a boat, or boathouse (except dinghies) moored within the Olympia Yacht Club facilities will be reported to the Moorage Master in writing within five (5) days of sale. Any nonmember purchasing a boat or boathouse as described above and desiring vessel's berth, must apply for membership and be approved before taking possession or using said boat/boathouse. Noncompliance is grounds for termination of moorage rights for the seller and buyer.

Rule 17: Privileges of the Club are extended to all members of a family having membership. This does not include members of a family maintaining a separate household ~~or over age 21~~. Junior Members are governed by these rules.

Rule 18: The Club Burgee will be flown at all times within the Confines of any Olympia Yacht Club facility or reciprocal club facility. Any commercial venture such as charter will not display the Club Burgee or be entitled to membership privileges such as reciprocal moorage unless the Club member is actually on board.

Rule 19: Any member (except juniors) may obtain use of the Clubhouse for private parties by filing a "Clubhouse Use" application, receiving approval, and the payment of current rental fees. Approval is given by the ~~Club House Chair~~.

Rule 20: All boathouses shall conform to all city, county, and state building and electrical codes and must be metal covered. ~~Of fiberglass~~. All replacements of covering or siding of boathouses shall be of like material. An uncovered window shall be inserted at the float end of each boathouse so as to make visible the contents therein to the Caretaker upon inspection.

Rule 21: Members wishing to live aboard vessels must first receive written approval from the Board of Trustees. A completed/signed OYC Liveaboard Agreement must be ~~renewed yearly~~ **on file** with the Treasurer prior to living aboard. In addition, liveaboards must also file an OYC Moorage Agreement in accordance with Rule 2. Thirteen liveaboards is the maximum authorized.

As used in these rules, a "liveaboard" is a member that lives aboard his or her vessel moored at the OYC as his or her primary residence for more than ~~30 consecutive days in a calendar quarter~~ **20 days in a month.**

Rule 22: Vehicle parking at Olympia Yacht Club:

a. The following is the OYC parking policy for members, non-members, and vendors. Parking privileges are intended for members who are attending events and/or while on their boats cruising or liveaboards. The OYC lot should NOT be used for general or prolonged vehicle storage.

1. Trailers and motor homes are not to utilize the parking lot, except for loading and unloading purposes. OYC owned and Jr. Sailor's trailers are exempt.
2. Members may not have more than two (2) vehicles, including guests, per family in the parking lot at one time.
3. All member vehicles must display an OYC parking sticker **adhered** on the front ~~of rear~~ window only of the vehicle CLEARLY VISIBLE in all light conditions. Additional parking stickers may be purchased from the Caretaker for \$1.50. Parking stickers may NOT be purchased for or given to anyone other than a household family member.
4. ALL vehicles without Club window decal displayed shall be registered with the Caretaker each day. On weekends (May through September), National Holidays, and meeting nights, members without a window decal, guests, and nonmembers shall park off premises. Except for these times or when signage is displayed disallowing guest parking, such parking is permitted from 6am to 5 pm.
5. All parked vehicles must have current **state** license/registration.
6. Parking is permitted only in designated areas. Fire lanes must be kept clear and Bridge/Employee spaces are reserved at all times. Motorcycles shall be parked in areas designated for their use, if so marked.
7. If a vehicle is parked in the OYC lot without a CLEARLY VISIBLE sticker, AND is not properly registered, OR in violation of this policy (~~22c, 22d, 22e, 22f~~), such vehicle will be towed, without warning, at the owner's expense. The current cost for this is about \$400.

b. Parking policy for vendors. Vendors who have met the qualifications to work unescorted at the OYC facility, e.g. have valid access cards, are entitled to park a single vehicle at the Mainstation facility parking lot subject to the following conditions:

Note: Non-registered vendors hired by members may park in the OYC lot subject to the vendor parking restrictions and daily registrations (see a-g above) HOWEVER, the hiring member MUST BE PRESENT during all times such vendors are working in the facility.

1. The vehicle may occupy no more than a single parking space, e.g. no oversized vehicles are permitted
2. Parking will be permitted between 6am and 5pm; no overnight parking.
3. The lot located behind Thriftway or the south row parking spaces are to be used by vendors until/unless all such spaces are occupied.
4. Vendors may not park at the Mainstation facility; 1) on national holidays; 2) on weekends from May through September and 3) if a sign is posted declaring no guest parking on that day.

- l. A valid OYC (vendor) parking sticker must be clearly displayed on the exterior of the vendor's vehicle.
- m. Vendor agrees to waive any liability on behalf of OYC for damage to vendor's vehicle.
- n. Any exceptions to the above must be requested of the Mainstation chair in writing and approved.
- o. Failure to comply with the above may result in the vehicle being towed at the expense of the vendor and suspension of parking and/or vendor access privileges.

Rule 23: Complaints of any nature shall be taken before the Board of Trustees at their regular meeting times. The Board shall give such complaint due consideration and render a decision which, in its considered judgment, shall be in accordance with Club bylaws and rule/regulations.

Rule 24: Members shall not loan gate cards to nonmembers. Nonmembers requiring use of a gate card, such as workmen must have the member obtain a gate card through the Caretaker according to Main Station policies. Strangers who are found on Club property shall be asked for identification and their purpose for being on Club property (guests are not to wander around dock, other boathouses, board boats). The Caretaker has the ~~responsibility and~~ authority to refuse access to Club property to any nonmember.

Rule 25: A maximum of two card-keys will be issued to each member. Any card broken or damaged may be returned to the Caretaker for replacement at no charge. To replace a LOST card-key, a personal ~~appearance before the Board of Trustees is REQUIRED along with charge of~~ or written request is required to the Caretaker and member's account will be charged \$5.00.

Rule 26: Standard practice in the selection of a contractor by the Board of Trustees will be to develop specifications for bidding and to seek at least three bids for any project ~~over \$2,500.00~~ between \$5,000.00-10,000.00. Exceptions to standard practice must be approved by the Board of Trustees.

Rule 27: Members use of OYC reciprocal docks/~~berths~~:

- a. Members of OYC are allowed a maximum of 24 hours moorage at the visitors float in any 30 day period. Any extension of this limit must be approved in advance by the Moorage Master or ~~House Chairman~~ Main Station Chair, and will be charged at the rate of \$0.50 per foot per day. ~~Checking in with the Caretaker is required and failure to do so will result in a charge of \$0.75 per foot per day.~~
- b. ~~Use of dock or moorage space that is not designated and assigned to a member as dock/moorage space shall be charged at the rate of \$25.00 per day. Any exceptions must be approved by the Board of Trustees in advance.~~

Rule 28: There shall be no modifications by members to OYC docks; electrical systems, water systems or floats. Any modifications discovered shall be corrected at the direction of the Mainstation ~~Committee~~ Chair at the members' expense.

Rule 29: Any OYC member who moors a boat permanently or temporarily, in an OYC facility must meet the insurance liability requirements of Rule 11, (of the OYC Moorage Agreement Rules and Regulations). Any Member who uses a boat in an OYC sponsored activity must **also** meet the **insurance** liability requirements of the Moorage Agreement Rule 11.

Rule 30: Initiation fee shall be as follows:

- a. Active Member \$2,500.00
Plus State and Federal taxes, if any
- b. Associate Member \$2,500.00
Plus State and Federal Taxes, if any

- c. Junior Member \$50.00
Plus State and Federal taxes, if any
except that this requirement shall be waived for
applicants for Junior Membership who are
dependents of any Active Member.

d. Junior Sailing Team Members

**OLYMPIA YACHT CLUB MOORAGE
AGREEMENT
RULES AND REGULATIONS GOVERNING USE OF THE
OYC MOORAGE FACILITIES AFTER SEPTEMBER 1, 1992**
Revised 11/14/2001
Revised 1/21/2004
Revised 6//2017

Preamble: In the spirit of the Olympia Yacht Club bylaws, it is the intention of the following rules and regulations to reserve the Olympia Yacht Club (OYC) basin moorage for ACTIVE MEMBERS.

GENERAL RULES

1. A member in good standing who has filed a proper application for moorage and has signed a copy of the Moorage Agreement (filed with the Moorage Master) may be assigned an available berth in the Olympia Yacht Club basin. Member shall be entitled to occupy ~~that~~ **an assigned** berth as long as he/she fully complies with currently approved moorage rules and membership rules. Member may be reassigned to another available berth on application, or in the best interests of the club's facilities, or as further indicated by these rules.
2. All boathouses shall conform to design standards approved by the board as to size, type, flotation, construction, and color. Member will contact OYC ~~House Chairman~~ **Mainstation Chair** if changes are desired.
3. To retain possession of an assigned berth a member must:
 - a. Pay the fee established by the board for berth rental and services, ~~quarterly~~ monthly, in advance.
 - b. Maintain the boat and/or boathouse in such a condition that it is not deemed in the opinion of the Moorage Master or House Chairman to be a hazard or a detriment to the OYC moorage facilities. Further, any member assigned moorage in the ~~basin~~ **marina** must maintain his boat in a seaworthy condition. The boat must be capable of leaving the ~~basin-~~ **marina** under its own power at least once every six months.
 - c. Provide and maintain adequate mooring lines for ~~his~~ **the** boat and see that the boat is secure in the moorage.
 - d. ~~All boathouses shall comply~~ **Comply** with "tie down" rules for safe moorage. ~~if he has a boathouse in the berth.~~ The minimum "ties" to be used on a boathouse for this purpose are 3/8 inch galvanized chain, in good condition, holding the boathouse securely at each inboard corner to the float and to adjacent boathouses at the opposite end as ~~with appropriate fendering~~ **required in boathouse standards.**
 - e. Keep the walkways and other areas in the vicinity of the berth clean and free from waste and other material. The ~~House Chairman~~ **Mainstation Chair or Moorage Master** is authorized to dispose of all material found on the floats outside the limits of any berth and charge the cost of removal to the owner/tenant/occupant thereof. Members are responsible for removal of hazardous accumulation of snow over their respective moorage; if OYC hired crews remove the snow, the member will be billed accordingly.

f. Fly the OYC Bugee while moored in the OYC ~~basin~~ marina.

4. No member may rent or permit the use of his berth by any nonmember. Use of a berth by any other member must receive prior approval of the Moorage Master and shall be for a period of 90 days or less. This time (90 days) may be extended up to a maximum of 180 days with prior approval of the Board of Trustees. Use of the berth by any other members for periods longer than 180 days are subject to Board of Trustees approval.

5. MOORAGE APPLICATION/RETENTION. There shall be publicly posted in the OYC Club House and website, a current list of applicants for berths and for changes of berths, listed by size in beam feet and length, and this list shall govern the determination of the Moorage Master in assigning berths. The control copy of this list shall be kept in the OYC office files. Berths shall be assigned in accordance with the date and time of receipt of the application by OYC, the oldest application receiving priority, except that applications for exchanges of equal space for position purposes take precedence over new applications. When a berth is offered to an applicant he shall have ~~15~~ 7 days in which to accept the berth. Should the member be unable to occupy, except for good cause, said member name shall be placed on a standby list.

6. When a berth becomes vacant by reason of the disposal of a boat or boathouse, the member shall advise the Moorage Master in writing and shall have 180 days to reoccupy it with a vessel, unless this period shall be extended by the board of trustees. Such extension shall be granted only by reason of delay in delivery or building of a boat for which the member can show a bona fide order or contract, or for other good reason.

7. SALE/PURCHASE/MOORAGE PRIVILEGE. The sale or transfer of ownership of a boat and/or boathouse which has been moored in a regularly assigned berth in the OYC ~~Basin~~ marina shall be subject to the following conditions:

a. Conditions to be met on the sale of the boat and/or boathouse with transfer of moorage privilege:

- (1.) The boat and/or boathouse must be compatible under current moorage rules.
- (2.) If the purchaser is not an active member of the Olympia Yacht Club, he must make application for active membership and be accepted; he must sign a Moorage Agreement before a transfer of berth is made.
- (3.) If a boat is sold to a member without a berth, the buying member is entitled to hold the berth, provided he does not have another berth in the OYC ~~basin~~-marina. If the buying member has an existing berth, he must agree to divest himself of any such berth in the OYC basin within a period of 60 days. It is the intent of OYC membership that one vessel, and provided there is space, one moorage be granted per membership. From time to time, a member may have more than one vessel or moorage. However, the duration of multiple moorages must be reasonably short in order to satisfy members on the waiting list. The By-Laws of OYC provide the Board of Trustees with authority to fine members in non-compliance with existing Rules and Regulations. The fine schedule for non-compliance with this section is as follows:

First 90 days: No additional charge for first moorage
Second 90 days: 120% of fee schedule for first moorage
Third 90 days: 140% of fee schedule for first moorage
Fourth 90 days: 160% of fee schedule for first moorage

If a member is still in non-compliance at the end of one year, he must appear before the Board of Trustees. The BOT will consider continuing the 160% fee, or require removal of the boathouse from the OYC basin.

b. Conditions to be met when member sells the boat and wants to retain assigned berth: See #6.

c. Mutual exchanges of berths between members are prohibited except upon prior written approval of the Moorage Master.

8. In case of emergency or disaster threatening injury to persons or damage or destruction to property, or in case any boat and/or boathouse becomes a dangerous instrumentality, any employee or member of the club present is authorized to take such steps as

he may deem necessary to meet such emergency, danger or disaster, and no liability thereafter shall be incurred by the OYC or the individual concerned.

9. A request for a change of berth or for permission to place a boathouse in an assigned berth must be made in writing to the Moorage Master.

10. For violation of the OYC rules and regulations as set forth herein or elsewhere adopted, the board may order a boat and/or boathouse be moved or removed by the owner or person in charge of such boat and/or boathouse from its assigned berth or place of rest in this facility within 14 days at the owner's expense and responsibility. Such order shall be issued as a written notification and shall be hand delivered, or its delivery entrusted to the Postal Service as certified mail. Whether this notification is delivered or not, the Moorage Master may assume control for the Olympia Yacht Club Board of Trustees at the expiration of the 14 day period (the 17th day, including the mailing date), and may carry out the order to move such property promptly and in a safe and prudent manner. Nothing in this section shall preclude the allowance of extra time for the owner of the property to comply with these rules or the bylaws, if the board deems such additional time to be in the best interests of the OYC, or for other just cause. The undersigned agrees to assume full responsibility for all costs and damage incident to such removal and subsequent storage.

11. I shall maintain a current insurance policy on my boat and boathouse (if applicable) of not less than \$300,000.00 liability. The Olympia Yacht Club shall be named on the member's policy in a manner acceptable to the insurer so that the Olympia Yacht Club is notified by the insurer of any change or cancellation in the policy including the annual renewal. I also agree that I have reviewed the FIRE SAFETY CHECK LIST and will return a completed and signed copy to the moorage master annually.

12. In consideration of being assigned a berth in the OYC basin, I agree to be governed by the conditions in the OYC Constitution and Bylaws, Rules and Regulations and the Moorage Agreement. I have examined the moorage provided by OYC and accept it as safe, satisfactory and sufficient, and I agree on behalf of myself, my family and guests to use it carefully and at my own risk, being well aware of the ordinary hazards incident to the use and employment of such facilities. The care and safety of my boat, boathouse, equipment, and other things of value stored or kept on these premises shall solely be my responsibility. I further agree and understand that Olympia Yacht Club, its members and employees shall be saved and held harmless from any claim whatsoever for damage to my boat, boathouse or other property because of the granting of this request, or incurred as a result of enforcing the provisions thereof.

13. I further agree that applicable OYC policy rules, regulations, and bylaws, existing at the date of signature of these regulations, or subsequently adopted under the club bylaws and posted on the club bulletin board, are accepted as being part of this document.

14. I further agree as a member with moorage in the OYC basin marina that I will not share any ownership in a boat and/or boathouse with a non OYC member if OYC moorage is included.

15. I further agree that for security purposes, I shall maintain a light in the boat and/or boathouse facilitating night time checks by the Caretaker.

Olympia Yacht Club Liveaboard Agreement

Liveaboards must be approved in advance by the Board of Trustees in accordance with Rule 21 of the Rules and Regulations of the OYC. Liveaboard vessels must be self-contained with reasonable galley, sleeping, shower, and head facilities. The number of people permitted to live aboard a vessel will be limited according to the size, facilities, and equipment of the vessel.

1. Permission to live aboard is granted solely to the member granted permission by the Board of Trustees and his or her immediate family including spouse, significant other, and minor children. Such permission may not be transferred to or exercised by any other party. No minor may live aboard unless the adult member/owner of the vessel or other adult individual of the member's family is also living aboard. Temporary liveaboard or emergency may be approved by the BOT on a case by case basis. Changes to this agreement not prior approved by the BOT negates this agreement.
2. Liveaboards should have a self-contained capability for several days in the event of dockside power or water system failure and winter freezing conditions. Electrical power requirements for liveaboards must be kept within the club limits of the specific slip or boathouse.

3. Liveboards applying for live aboard status shall provide a black water pump-out plan acceptable to the club and provide it to the Moorage Master.
4. Liveboards must maintain a telephone and keep the caretaker notified of the current number.
5. Liveboards must pay the monthly liveboard fee as established by the Board of Trustees.
6. The Board of Trustees shall provide written notice to a liveboard after his or her indebtedness to the club falls more than 60 days in arrears. A liveboard's permission to liveboard will be automatically revoked without notice from the BOT when the liveboard becomes over 90 days in arrears.
7. Liveboard permission may be revoked on 30 days' written notice by the Board of Trustees if the liveboard fails to comply with written requests from the BOT to correct an issue of noncompliance or safety.
8. The Board of Trustees may delegate some or all of its responsibilities under this Agreement to ~~a liveboard committee designated by the Board.~~ the mainstation committee.
9. As used in this Agreement, "liveboard" shall have the same meaning as the term is defined in the Rule 21 of the Rules and Regulations of the OYC.