

Harbor Facilities and Dry Storage Rules and Regulations

(revised August 3, 2009)

Responsibilities and Duties

- 1.1 The Fairhope Yacht Club docks, wet slips, dry slips, boat lifts and hoists, staging/rigging area, launch ramp, bulkheads, wharves and all other related materials are managed by The Harbor Committee for the exclusive and non-commercial use of club members, their guests and eligible visitors.
- 1.2 The Harbor Committee, under the direction of the Board of Governors, will set fees and enforce rules governing the harbor facilities.

General Rules

- 2.1 Acceptance of a lease for a wet or a dry slip requires the lease holder to read, understand and obey all harbor rules. Failure to obey harbor rules can result in fines, loss of slip and removal of the vessel or trailer as detailed in Sections 6.3, 6.4 and 6.5.
- 2.2 The Fairhope Yacht Club assumes no responsibility or liability whatsoever for the injury of any member, guest, visitor or invitee on club property, and/or the loss of or damage to boats or personal property. The slip lease holder agrees to defend, indemnify and hold the club harmless for any and all loss, costs, expenses and damages resulting from or arising out of any act or omission of the lease holder, his or her guests, invitees, heirs or assigns.
- 2.3 A slip is leased to one club member and is not transferable, except to widows or widowers as detailed in Section 4.2.
- 2.4 All slip lease holders must carry a minimum of \$100,000 liability insurance on their vessel.
- 2.5 The Harbor Committee has the exclusive right to make permanent or temporary slip moves and to reassign slips to better accommodate boat size to slip size.
- 2.6 All owners of vessels have the responsibility to comply with all state and federal regulations, including safety equipment, registration, documentation, licensing, waste discharge and vessel operation.
- 2.7 Slip holders must secure their vessels at all times and in all weather conditions to prevent damage to their boat, other boats, and to club property.
- 2.8 Any boat the Harbor Committee declares to be in sinking condition or a danger to other vessels or club property may be removed in accordance with Sections 6.3, 6.4 and 6.5.

2.9 Lease holders must occupy their assigned slips nine months each year unless special written arrangements are made with The Harbor Committee.

2.10 If a slip is to be vacant more than 30 consecutive days, the lease holder must notify The Harbor Committee in writing and include the anticipated dates the slip will be vacant. The Harbor Committee may allow another boat to temporarily occupy the vacant slip. After the initial written notification, the lessee may modify the vacancy dates by letter or phone call to The Harbor Committee.

2.11 Sub-leasing slips is the exclusive right of the club. A lease holder who temporarily vacates their assigned slip has first rights to that slip and, three days after written notice to The Harbor Committee, may reclaim that slip if it has been sub-let by the club. Subleased slips will first be offered to members on the current wet slip waiting list and will be charged according to current rates in the harbor. Each will be on a pro-rated monthly basis.

2.12 No one may live aboard any vessel on club property more than 15 days without written permission from The Harbor Committee. Live aboard permission may be terminated with seven days written notice by The Harbor Committee and approval from the Board of Governors. Live aboard rights are restricted to the vessel owner and owner-accompanied guests.

2.13 A member may lease one each of the two types of boat slips. A dinghy or other small boat may not be used to obtain or hold a leased slip. Each slip must be occupied by a boat owned by the lease holder. Slip holders having only one boat and two slips (a wet and a dry slip) as of the effective date of the revised Harbor Rules will be grandfathered as long as they continue to meet all other requirements.

2.14 A member who is the current or past Commodore of the Club shall, upon written request, have first right of refusal to any open slip for their vessel.

2.15 No flammable or toxic materials may be stored in any container on or near piers and walkways, or in dock boxes. Except during vessel loading, unloading or repairs, all piers and walkways must be kept clear of miscellaneous gear like sail bags, tool boxes and ice chests. All power cords, hoses and dock lines must be coiled neatly and stored in a manner that cannot pose a trip hazard.

2.16 Maintenance of any type that could possibly damage or contaminate club property or adjacent waters with bottom paint or other toxic or hazardous material is prohibited. Hoist and boat launch areas are not to be obstructed by vehicles, parked boats, or trailers. The hoists are intended for short duration use and not for extensive maintenance work. Questions regarding the application of this section should be addressed to the Harbor Committee.

2.17 No structures, except ladders, are to be erected on club wharves or piers without written permission from The Harbor Committee. No slip or boat lift may be covered by any structure or material.

2.18 Boat lifts are allowed only on A and H piers. No new boat lifts may be installed without written permission from The Harbor Committee and Board of Governors.

2.19 Every slip holder shall be subject to an annual demonstration to The Harbor Committee that their vessel – under its own sail or motor power -- can depart their slip, proceed to the harbor entrance, and immediately return to their slip. Boats unable to demonstrate this ability face lease termination and vessel removal in accordance with Sections 6.3, 6.4 and 6.5.

2.20 Holders of slips which abut the island and on H pier may rent dock boxes from the club. Tenant-owned dock boxes are not permitted. Requests for dock boxes should be made in writing to The Harbor Committee, which will procure and place the boxes.

2.21 All boats must be kept in the slips assigned by The Harbor Committee. Any slip moves must be approved in advance by The Harbor Committee.

Application and Renewal Requirements

3.1 Any member may apply for a wet or dry slip. No slip will be assigned without a complete application filed with The Harbor Committee.

3.2 The vessel named in the application must be owned by a club member or his/her spouse and be used for non-commercial purposes.

3.3 If a vessel has partners, all partners must be current members of the club and remain club members during the term of the slip lease. All partners must be listed as co-owners on the vessel's registration or documentation and club-required insurance.

3.4 The slip is assigned to only one club member and is not transferable between partners. If lease holder dissolves a boat partnership or sells their share of that boat, the slip remains in the lease holder's name. If the lease holder has no recorded ownership in the vessel, that vessel must vacate the slip within 30 days or face immediate commercial removal at the owner's entire expense. After five years, or under special circumstances, the co-owners may petition the Harbor Committee to transfer or dissolve the partnership.

3.5 The Harbor Committee will only consider complete applications for a slip. To be complete, all applications must be filled out in full, signed, dated and accompanied by a copy of the vessel's current registration or documentation and proof of the club-required liability insurance.

3.6 All lease holders and wait-listed members must renew their slip applications each year, and it is their sole responsibility to do so. Failure to meet that deadline may result in a fine and/or loss of the assigned slip or removal from the wait list. As a courtesy – not a requirement – the

club mails renewal forms to current slip holders in October. Time limits and instructions for submission, as well as payment of fees, will be indicated with the renewal forms.

3.7 The Harbor Committee maintains and will post the wait lists for wet and dry slips and will assign slips to best match vessel and slip size.

3.8 Assignment of vacant slips from the wait list will be based on the order of the date of club membership.

3.9 Slip holders who have made a written request to The Harbor Committee for a slip change will get first priority on a vacant slip suitable for their vessel, except as detailed in Section 2.14. Assignment of the vacant slip will be based on the order of the date of club membership. After being assigned a slip, a request for a slip change more than five feet longer for a different boat will not be accepted for two years from the date the slip was assigned. This does not prevent the gaining of a slip for another boat owned by the member through the normal wait list procedure.

Boat Sales and Deceased Spouses

4.1 Lease holders must notify The Harbor Committee in writing immediately after their boat is sold. The sold boat must vacate the harbor within 30 days from the date of sale. The lease holder must obtain a new vessel and reoccupy the slip within six months from the sale date or the slip lease is considered terminated. The lease holder must make slip payments until the lease is terminated. If the lease holder's new boat is unsuitable for the assigned slip, the lease holder must make a written request to The Harbor Committee for a slip reassignment. If no suitable slip is available, the slip holder is placed on the wait list as per Section 3.8.

4.2 Widows or widowers of lease holders, on payment of all slip fees, may continue to occupy the assigned slip for a period of 12 months following their spouse's death. During the 12 month period, the widow/widower must apply for and be accepted to club membership to continue occupying the slip.

Fees

5.1 Slip leases and associated charges are for a one year period beginning January 1st, payable according to club policies and payment schedules. Charges for a partial year lease are prorated on a monthly basis.

5.2 The Harbor Committee, with approval of the Board of Governors, will establish slip fees and charges for electrical service. Boats using air conditioners or dehumidifiers will be charged an additional electrical fee set by The Harbor Committee and Board of Governors.

Non-Compliance

6.1 As stated in Section 2.1, acceptance of a lease for a wet or dry slip requires the lease holder to read, understand and obey all harbor rules -- without exception.

6.2 Lease holders violating harbor rules will be notified in writing by the chairpersons of The Harbor Committee and Board of Governors, and will have 30 days to correct the violations. If all violations are not corrected, the lease holder will be charged the transient rate of \$10 a day until the violations are corrected or the vessel is removed from club property.

6.3 Any slip lease may be terminated for failure to obey harbor rules, or for the good, welfare and safety of the club. All termination notices must be signed by the chairpersons of the Harbor Committee and Board of Governors and sent to the slip holder by registered mail with a return receipt.

6.4 Lease holders will have 30 days after receiving a termination notice to petition the Board of Governors to lift the termination.

6.5 If the Board of Governors refuses to lift a lease termination, the lease holder must vacate the slip within 30 days or their vessel or trailer will be removed immediately by a commercial firm entirely at the owner's expense.

Dry Slips

7.1 All trailers stored on club property must have a FYC identification sticker affixed to the trailer tongue. Boats and trailers must be stored in assigned locations.

7.2 The Harbor Committee may move boats or trailers in dry slips in case of emergencies or facility maintenance. Any locked boat or trailer must have a key or lock combination on file with The Harbor Committee at all times.

Visiting Yachts

8.1 At the pleasure of the Harbor Committee, visiting yachtsmen who are members of a GYA or another reciprocating yacht club may moor at any available T-pier for a period not to exceed 14 days. The visiting yacht may not impede vessel traffic in the club harbor or Fly Creek.

8.2 Upon arrival, visiting yachtsmen will report to the office or bar and fill out a form that includes their club membership information, boat name and registration number, proof of insurance, home address and home or cell phone numbers. Visiting yachtsmen will be given a copy of the harbor rules and must follow those rules or vacate club property.

8.3 Eligible visiting yachts get one free night of mooring per month, and will be charged the \$10 a night transient fee thereafter. Visiting yachts participating in FYC sponsored regattas will be allowed to moor at any available T-pier or other available space as approved by the harbor Committee, for a maximum period of 14 days, without charge.