

## **CLUB RULES & REGULATIONS**

### **(Rules Governing Use of San Diego Yacht Club Facilities and Conduct of Members, Visitors and Guests)**

The following rules and regulations ("Rules") which have been developed, revised and changed over the years, have been further revised and these revised Rules have been adopted by the Board of Directors ("Board") of the San Diego Yacht Club ("Club") effective as of 1 December 2010. The Rules are designed to give greatest enjoyment and pleasure to the greatest number of Club members using the Club and its facilities, and observance of these Rules by all is requested and expected of each member, family members and guests. In its discretion, the Board may grant variances with respect to the Rules.

The Rules may be modified from time to time as the Board deems appropriate and to be in the best interest of the Club. (This does not apply to Bylaw changes. Bylaw changes may only be made as set forth in the Bylaws.) Subject to the ultimate authority and control of the Board, the Board has delegated the implementation and enforcement of certain rules to appropriate staff members, committees and appointed officers of the Club. For clarification, future modifications, revisions and new Rules shall indicate the date(s) of adoption.

For purposes of the Rules, certain terms have certain meanings, either defined here or in the several Rules which follow. "Club Facilities" shall mean and include the real property, docks, waters upon which docks, ramps and passage-ways are installed and located, storage areas and facilities such as lockers, racks and parking areas, buildings, including equipment and improvements located within any building, and vessels owned by the Club and used for or in connection with Club activities and Marina Assets. When the term "Member" is used in the Rules, it shall, wherever appropriate, include the family members and guests of the Member.

In carrying out its authority and responsibilities for the allocation, assignment and use of all Club wet slips, dry storage, lockers and racks (collectively the "Marina Assets"), the Board of Directors may in its discretion delegate various responsibilities hereunder from time to time to the General Manager and to the Port Captain's Committee. In the furtherance of the authority hereby conferred on it, the Port Captain's Committee is authorized to revise and rescind existing rules and promulgate new rules governing the allocation, assignment and use of the Marina Assets subject to the approval by the Board.

By accepting membership in the Club and enjoying and using the Club Facilities, each member acknowledges that the Club shall not be responsible for damage to or loss of personal property or injury or death to any person occurring on the Club premises, or using the Club Facilities or Marina Assets. The Club provides limited security services at the Club Facilities, however the Club shall not be responsible for the

safety of the vessels or other property of members located at the Club Facilities, the risk of loss of and damage to which is assumed knowingly by each member.

Members are reminded of Section 6(B) (2) of Article II of the Club Bylaws which sets forth the obligations of Members to observe the Rules and consequences which may result from the failure of a Member to observe and abide by the same.

### **A. PERSONAL CONDUCT RULES**

1. While at the Club Facilities, Members, the members of their families and their guests shall conduct themselves with courtesy and due respect for others using or performing work or services at the Club Facilities. Children under ten years (10) of age shall be accompanied by an adult Member while at the Club Facilities, which adult Member shall reasonably ensure that their children behave appropriately at the Club Facilities. The use and possession of guns, spears, spear guns, arrows, sling-shots, knives, and other weapons or toys that may cause injury to persons and property are not permitted at the Club Facilities, except for the limited purpose of putting any of the same aboard a Member's vessel, or removing any of the same from a Member's vessel to immediately transport same from the Club Premises.
2. No recreational activities shall be allowed in the parking lot.
3. No Member or guest shall criticize directly or otherwise censure any employee or member of the staff of the Club. Any such criticism of an employee or staff member of the Club shall be directed to the General Manager, or manager on duty, privately and confidentially. Any criticism of the management employees and staff shall be directed to a member of the Board privately and confidentially.
4. The Club, as required by Federal and State Law, has adopted rules preventing conduct which constitutes or which may lead to sexual harassment and hostile work environment. The Club will not tolerate verbal or physical conduct by any employee, member of the staff, Member or guest of a Member, which harasses or disrupts or interferes with any employee's or members of the staff's work performance or which creates or may be taken or understood by any person to be an intimidating, offensive, sexually or otherwise, or which is associated with a hostile work environment.

5. The Club reserves the right to deny or terminate Club privileges and the membership of a Member and to absolutely exclude and expel from the Club Facilities any person who appears to be under the influence of drugs or alcohol. Boisterous or offensive conduct shall be grounds for expulsion, temporary or otherwise, of any person from the Club Facilities. The directions of a Flag Officer, General Manager, or any other manager on duty concerning any such conduct shall be obeyed in this connection.
6. Members and guests shall wear appropriate apparel in the Club House and Frost Room (sailing clothing acceptable). The wearing of tank tops, cut-offs, wet suits, foul weather gear, soiled work clothing, bathing suits or wet clothing is not permitted in the Clubhouse or Frost Room. Hats are not to be worn by gentlemen in the Main Dining Room or Frost Room.

## **B. PET RULES**

1. No pets shall be allowed in any area where food is served, including the pavilion, pool areas and deck areas of buildings located at the Club Premises.
2. Pets shall be leashed at all times while at the Club Facilities.
3. Pets are not allowed in any area of the Clubhouse or Sailing Center.
4. The pet owner or handler shall be present and directly responsible for the actions of the pet while at the Club Facilities.
5. The pet handler shall remain in the immediate vicinity of the pet's location at all times. The pet handler shall not tether the pet on Club grounds or leave the pet unattended while at the Club Facilities.
6. The pet handler shall be respectful of the wishes of other Club members.
7. The pet handler shall immediately remove a disruptive pet from the Club Facilities if requested by any manager, security staff member, the General Manager or member of the Board.
8. The staff members shall not provide food, water, or containers for food or water, nor shall they be requested to do so. The pet handler is solely responsible for the pet's needs.
9. If a pet attacks or bites anyone at the Club Facilities, or exhibits aggressive behavior, the pet must be removed immediately from the Club Facilities and will not be allowed to return to the Club Facilities.
10. No pet or other animal shall be curbed on Club grounds. In the event an animal or pet causes a mess, the pet owner or handler shall promptly pick up and clean up after the pet.
11. Under no circumstances, including passage to and from vessels, are animals allowed on the lawns or sail drying areas.

## C. HOUSE RULES

1. Club Facilities available for special events such as meetings and weddings/wedding receptions may only be reserved by a Member in good standing.
2. No Member shall have the exclusive use of the Club Facilities or any part thereof at any time. Certain Club rooms and other designated areas are available for private functions as set forth in the Club Catering policy. This includes limited use of the Club Room (Main Dining Room) and the Pavilion area.
3. A Member may obtain a guest card for a guest of a Member, but not more often than three times each calendar year for the same guest. Such guest cards shall be issued by the General Manager or his/her delegate on request and shall entitle the guest to Club privileges for a period of not more than ten (10) consecutive days. If a Member wishes to permit a guest to charge purchases to the Member's account, the Member must request the office staff to note that privilege on the guest card. The Member procuring such card shall be liable for any bills, expense or damage caused by such guest, which is not paid for by such guest. A record of each guest card shall be kept by the General Manager or his/her delegate. A Member shall inform his/her guest of all applicable Rules. Properly registered guests of Members may temporarily use the facilities of the Club, including staying on a Member's vessel moored within the Club Marina without the Member being in attendance.
4. Guest cards will be issued to visiting members of other yacht clubs who present evidence of current membership in the other yacht club. Guest cards issued to visiting members of other yacht clubs will permit such guests to make purchases only with cash, travelers checks, MasterCard or VISA.
5. All guests, other than those holding a guest card, shall be accompanied by a Member when at the Club Facilities.
6. Members and their guests may bring liquor onto the Club Facilities solely for consumption on the Member's vessel. All liquor consumed at the Club Facilities (other than on vessels of Members moored in the Club Marina) must be served or furnished by the Club.
7. Under no circumstances shall minors be served or allowed to consume liquor at the Club Facilities. Minors may not enter the Foc's's'c'le unless accompanied by an adult and supervised at all times. After 1700 no children, including infants, are permitted in the Foc's's'c'le. Families with children are encouraged to patronize the La Playa Room at any time.
8. Persons under the age of 18 are not permitted at the Club Facilities after sundown unless accompanied by an adult Member. An exception is made for junior sailing participants going to and from their program site.

9. Any property of the Club damaged, lost or destroyed by a Member, or a member of Member's family or guest, shall be paid for by the Member.
10. No Member shall post or distribute advertising, political or promotional materials of any kind at the Club Facilities, including any of the same displayed on vehicles, vessels, [sails] or trailers parked at the Club Facilities. The membership roster of the Club shall not be utilized for the purpose of distributing advertising or political or promotional materials of any kind.
11. 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.
12. All food and beverage consumed in dining areas (including deck areas) of the Club Facilities served by Club staff, shall be purchased from the Club. Members and their guests may bring in and consume food and beverages not purchased from the Club in the Pavilion area except for those times when there is a Club or private function scheduled for the Pavilion area.
13. The Club provides equipment (vessels, hoists, sails, rigging, trailers, mules, tractors, etc.) for the use and enjoyment of its members and their guests. Policies, operating and use instruction applicable, as the case may be, to the use of Club equipment have been adopted and published by the Club. See also Rule L, "Vessel Hoist Rules." In some cases, written operating and use instructions are affixed physically to equipment. The policies governing the use of Club equipment and operating instructions are subject to modification from time to time by the Club. By using Club equipment, Members, and their guests agree to the following:
  - a. To operate and use Club equipment only for its intended use with reasonable care and in accordance with any operating and use instructions applicable to and/or affixed to the equipment.
  - b. To ensure the guests of the Member observe the foregoing operating and use requirements and instructions.
  - c. Acknowledges that there are risks, dangers and hazards associated with the operation and use of Club equipment, whether such operation and use is proper or not and some of which risks, dangers and hazards cannot be eliminated or reduced because they are inherent to such operation and use.
  - d. Assumes all risks, known or unknown, inherent or otherwise, relating to and associated with the use of Club equipment by the member and member's guests and accepts full responsibility for any personal and emotional injury, illness, death, property loss

and damage resulting from or arising out of the operation and use of Club equipment.

- e. Intentionally and knowingly waives and releases the liability and responsibility of the Club including its officers, directors, employees and contractors to the Member and Member's guests for personal and emotional injury, illness, death, property loss and damage resulting from or arising out of the operation and use of Club equipment by the Member and Member's guests.
14. Cell telephone conversations are not allowed anywhere in the Clubhouse, deck or dining areas, including the Frost Room, other than the Pavilion area. Cell telephone calls shall not be initiated in these areas and received calls shall be taken outside of these areas.
15. The Club provides wireless computer access (WiFi) for its Members in certain areas of the Club Facilities. Computers shall not be used or operated in the bar, dining room or dining deck of the Club.

## **D. GROUND RULES**

### **Parking**

1. On Saturdays, Sundays, holidays and on the occasion of other special Club events, only Members may park within the Club Facilities.
2. No overnight parking is allowed in the parking area directly in front of the Clubhouse. Overnight parking is only allowed beyond the yellow line toward the front gate and the rear parking lot.
3. There shall be no parking of motor homes or large campers at the Club Facilities at any time. The only exception to this rule will be for members of other yacht clubs who are participating in a major Club regatta and who have been registered and approved in advance by the General Manager.
4. There shall be no parking at any time in any red zone (fire lane) within the Club Facilities.
5. No long-term parking is allowed without registration and approval by the General Manager, is subject to availability of space, and is only available for yachting activities such as races, regattas and cruises. Long term parking is defined as any duration of time in excess of 72 hours. The designated area for approved long-term parking is in the rear parking lot behind the north tennis court.
6. Except for vessels and trailers authorized to utilize dry storage within the Club Facilities, no trailers, trailered vessels or vessels on any other carriage device may be parked within the Club Premises, unless prior approval has been granted by the Dockmaster.
7. The Board may levy and assess fines to be charged to a Member or guest's account for violating any Rule relating to parking.

## **Refuse Disposal**

1. No vessel parts or any other item weighing in excess of twenty (20) pounds shall be deposited or placed in any refuse receptacle or upon any part of the Club Facilities.
2. Large items or large amounts of trash should be placed in the large trash bins located near the maintenance building. There are refuse containers located on docks and throughout the grounds for smaller items. See Section R Hazardous Materials Rules of these Rules. Please help keep your Club litter free.
3. Paint, varnish, thinner, non-edible oil and other flammable substances and fluids are hazardous materials and the use and disposal of same shall be governed by Section R, Hazardous Materials Rules of these Rules.

## **E. 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.

## **F. 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 has a boat that is ready immediately to move into the SDYC marina.

*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. Wet Slip Assignments. 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 upon notification or will lose priority on the Slip Wait List and the date of application shall be changed to the date of the Slip assignment rejection. A Member may change status at any time prior to a Slip 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 status 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. 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. Rack Assignments. 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.

- d. Locker Assignments. 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.

**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. Lateral Transfers. A separate Slip Transfer List shall be maintained for Wet Slips Renters requesting a lateral 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. 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. Such Transfer List shall be available for member viewing upon request during regular business hours.

- f. Transfer Requests Relating to Different Sized Vessels. 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. Seniority for such assignments shall be based upon the earlier of the date the Slip Renter was assigned the current Slip or to the Dry Storage area or date of a prior Slip or Dry Storage assignment in the event of a Lateral Slip Transfer, as applicable. A Slip Renter or 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 Renter and 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 Renter and 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 cause the Renter to be ineligible to reapply for transfer under this Section for two (2) years from the Notice of Assignment unless waived by PCC in its discretion.
- g. Measurement. 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. Slip Charge Calculation. 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. 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 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 at the time of assignment to the Slip, Dry Storage, Rack or Locker. 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. 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. 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.
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<sup>th</sup> 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. Non-compliance 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.

## **G. 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. Etechells 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.

## **H. 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.

## **I. GENERAL LOCKER RULES**

1. Lockers are for the use of Club Members only. Lockers may not be made available on any basis to others.
2. No Member may rent more than one locker at a time nor use a locker other than the one assigned without the prior approval of the PCC in its discretion.
3. Lockers shall be kept locked at all times. The Club assumes and shall have no responsibility for theft or damage to any locker or its contents.
4. No Locker Renter shall make any change or alteration to the exterior or interior of a Locker, including interior installations, such as shelving or driving nails or screws into Locker walls for use in hanging gear unless approved in advance in writing by the Dockmaster.
5. Utilities, such as electricity, telephone and water services are not available for the Lockers, and shall not be installed. Any item or material located or installed within the Locker deemed a fire or safety hazard may be removed at the direction of the Dockmaster, and at the expense of the Locker Renter. No continuously running electric appliances shall be permitted in a Locker.

6. A Locker shall be used solely to store yachting related equipment gear and supplies, and not for general household storage.
7. Storage of any hazardous material including fuel, oil, solvents, thinners, varnishes and paints in a Locker is prohibited.
8. Any Locker repair and clean up expense incurred by the Club will be billed to the Member renting the locker.
9. A Locker shall not be used for habitation by a person or an animal.
10. All Lockers are subject to periodic safety inspections and at any other time deemed necessary by the PCC.

## **J. 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.

## **K. 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.

## **L. VESSEL HOIST RULES**

1. Hoists shall be used according to the rules posted for them.
2. Vessels shall not be left unattended or suspended on or under the hoist, and in or out of the water.
3. Vessel trailers shall be returned to the dry storage area, or removed from the Club after launching.
4. Automobiles shall not be left in the hoist area.

5. Vessels being launched or retrieved shall have priority over the use of hoists for the purpose of working on a vessel.
6. Members planning to work on a vessel in the hoist area must obtain prior approval from the Dockmaster or General Manager.

### **M. 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 B. Pet 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 (section P below).

## **N. VISITING GUEST VESSEL RULES**

1. Visiting vessel owners or charters (hereinafter known as "Visitors") shall register their vessel with the Dockmaster or, if after hours, with Security at the front gate promptly upon arrival and docking at the Club Facilities.
2. Visitors shall have a valid identification card from a reciprocal club in order to be assigned a temporary slip or dock space.
3. Visitors shall have current ownership or charter documents identifying him/her as the legal operator of the vessel. The name on the documents shall be the same as the name of the visiting guest.
4. The Visitor shall provide to the Dockmaster evidence of current liability and hull insurance on the vessel issued in his name.
5. A Visitor shall complete, sign and deliver a **"Short-Term Slip License Agreement"** to the Dockmaster as a condition to receiving a temporary slip assignment.
6. A Visitor from an SDAYC reciprocal club is entitled up to three nights stay in an assigned slip, free of charge-based on the reciprocal agreement between the Club and the visiting guest's yacht club. Maximum stay for SDAYC reciprocal club vessels is 10 days and is based on slip availability. All fees for days other than non-charged days shall be paid in advance at current Club rates for visiting SDAYC reciprocal Club vessels.
7. Subject to slip availability, Visitors who are not members of an SDAYC reciprocal club may stay for up to 30 days at a time. Slip fees shall be paid in full in advance. The slip fees shall be at current SDYC visiting guest slip rates for reciprocal Club vessels.
8. There shall be no maintenance or repair work of any kind on a Visitor's vessel while moored at the Club, without the prior permission of the General Manager. Visitors may wash their vessels provided they do so in a manner that does not splash on other vessels in the Club or spray in an excessive manner on the docks. Any cleanser shall be approved for vessel wash downs discharging into the waters of San Diego Bay.
9. Guest key cards are available at the front desk. A deposit is required.

10. Visitors with animals shall obey the Club Pet Rules. (See B. Pet Rules).
11. The Club does not take reservations for Visitors. Slips, if available at all, are assigned on a first come, first served basis.
12. A Visitor's vessel shall never be left unattended at the guest dock overnight without the prior permission of the Dockmaster.
13. Visiting club cruises involving more than one vessel shall contact the Dockmaster in advance of departure for the Club Facilities to determine available accommodations at the Club. Availability is always limited and total accommodation may not be possible.
14. Visitors shall receive a copy of and abide by all Rules. Visitor's packages shall be made available to visitors at the Front Desk or through the Dockmaster's office.
15. Visitors are subject to the provisions set forth in the Club Vessel Maintenance Rules.
16. In the discretion of the GM the Club may deny access to any Visitor and Visitor's vessel and may order a Visitor to leave the Club Facilities and vacate any assigned slip.

## **O. TRADESMEN AND PAID HANDS RULES**

1. Members with permanent or continuing Slip assignments at the Club may authorize outside contractors to work on their vessels subject to the Rules set forth in this Section of the Rules (as well as all other applicable Rules).
2. All tradesmen and paid hands shall apply for an ID card issued through the Club security office and shall provide proof of liability and workers comp insurance, naming the Club as an additional insured, with liability limits of as set from time to time by the PCC.
3. Tradesmen and paid hands will be permitted access to Club Facilities within the scope of their employment, except on Holidays or during special Club events. This excludes the use of the pool, Jacuzzi, and the fitness center.
4. Tradesmen and paid hands shall not park at the Club Facilities unless the General Manager or Security Supervisor has given prior permission. Arrangements to deliver or load large parts, heavy tools, etc. shall be made in advance with Security and the Dockmaster before moving same upon the hoists and docks.
5. Tradesmen and paid hands shall not live aboard a member's vessel, nor are they entitled to any of the Club's privileges or use of any of the Club Facilities.
6. Work may only be performed on vessels located at the Club Facilities between 07:00 and sunset. Work performed outside of those hours may only be performed with the prior permission of the Dockmaster and in accordance with section E-1 of the Rules.

7. Restroom facilities are available for use on the North side of the pool in the ground floor of the locker building.
8. Major repair work on a vessel moored in the Club Marina is not allowed.
9. Paint, varnish or other hazardous or toxic materials shall not be disposed of on any part of the Club Facilities, or into the waters of San Diego Bay. Any such hazardous and toxic debris shall be removed from the Club Facilities at the end of the day, in the manner prescribed by law and transported and disposed of in a manner prescribed by law.
10. Club owned dock carts are for the exclusive use of the Members and their guests, and shall not be used by tradesmen or paid hands in connection with work being performed on a vessel.
11. All tradesmen and paid hands shall be deemed to agree to comply with all the applicable Rules.

## **P. POOL AND JACUZZI RULES**

1. The swimming pool and jacuzzi are reserved for the use of Club Members and their guests. Guests shall be accompanied by a Member or have in their possession a guest card issued by the front office when using the pool and jacuzzi.
2. The hours of operation for the pool and jacuzzi are from sunrise until 2200, except for daily cleaning between 0800 and 0900 and between 1500 and 1530 during the summer.
3. The jacuzzi is reserved for "Adults Only" (age 18 and older) before 1000 and after 1800.
4. The jacuzzi may be used by children age 13-17 between the hours of 1000 and 1800.
5. Children under age 12 must be accompanied by an adult at all times and are limited to the hours between 1000 and 1800.
6. Persons under age 18 are not permitted at the Club Facilities after sundown unless accompanied by an adult. At no time may a Member or guest drop off and/or leave unattended minor children to use the pool or any other Club Facilities.
7. No glass is allowed in the pool or jacuzzi area. Beverages shall be in non-breakable containers and should be consumed at the tables provided in the pool area.
8. No alcoholic beverages are allowed in the Jacuzzi area. Food or beverages shall not be taken into the pool or jacuzzi water.
9. Infants and toddlers must comply with the pool dress code. Children who are not toilet trained must wear appropriate swim diapers in addition to rubber or plastic over-pants. The lifeguard and/or member of the management staff of the Club may, in their discretion, refuse admittance to the pool or jacuzzi areas and require any person therein to leave, if proper attire is not worn, or if any such

person is engaged in conduct reasonably considered by the lifeguard or member of the management staff to be offensive, annoying or potentially harmful to other persons using the pool and jacuzzi areas or the Club Facilities.

10. The pool and jacuzzi cannot be reserved for special parties or specific groups.
11. Those who use the pool and jacuzzi shall be considerate of others. No abusive or loud language will be tolerated. No nudity or offensive behavior is permitted.
12. Additional Rules are posted in the pool and jacuzzi areas. Life guards have the authority to enforce these Rules and all other posted Rules and may ask anyone to leave the pool area that refuses to comply and/or exhibits other inappropriate behavior.
13. Unaccompanied Junior and Junior Courtesy members may not use the flag heads and or sauna. Guests using the flag heads and sauna must be accompanied by a flag Member.

### **Q. TENNIS COURT RULES**

1. Tennis Courts are for members only. Guests must be accompanied by a member.
2. Tennis Courts are available for use from 0700 to 2200.
3. Play is limited to one hour for singles and one and a half hour for doubles if others are waiting.
4. In general, the courts are to be used for tennis only. They are not considered a general play area. Permission to use the courts for other activities shall be obtained in advance from the Board.

### **R. HAZARDOUS MATERIALS RULES**

In keeping with the commitment of the Club to the Clean Marina Program, the Club has adopted a hazardous waste program to dispose of dangerous chemicals and environmentally harmful products for our members. It is felt that the convenience to Members of having this service on site and the benefit to the environment is worth the costly monthly expense to maintain this program.

Hazardous waste disposal containers are located in the club's maintenance shop area for MEMBER USE ONLY.

The Club accepts the following Hazardous Materials ("Haz Mat") for disposal:

*Anti-freeze*  
*Batteries*  
*Fuel Filters*  
*Motor Oil*  
*Oil Filers*

*Paints*  
*Spray Cans*  
*Thinners*  
*Transmission Fluid*

1. Hazardous waste may not be brought in from outside of the Club Facilities under any circumstances by Members, visitors, vessel mechanics, cleaners or marine vendors at any time.
2. All Haz Mat materials must be taken to the maintenance shop area and logged in by one of the authorized maintenance employees during normal business hours. All Haz Mat containers must meet all standards for Haz Mat disposal including proper labels or markings on the exterior of each container and must be properly sealed.
3. If there is no authorized maintenance employee available to log in the Haz Mat disposables, members shall contact Security, which will radio a member of the maintenance crew to render assistance or document what is being disposed of and take custody of the Haz Mat material.
4. Hazardous waste materials shall not be left at any part of the Club Facilities other than the area and container provided in the maintenance area or without proper documentation and may not be left anywhere upon the Club Facilities after regular business hours.
5. Members shall be personally financially responsible and liable for misuse of Haz Mat and the violation of these Rules, including all loss, damage and injury proximately caused by any such violation, including the misuse of this policy by vessel workers or mechanics that they have hired.
6. Haz Mat materials, including batteries may not be left on the docks, near trash receptacles or anywhere at the Club Facilities other than at the approved disposal site located in the maintenance area. The disposal services guidelines associated with the specific materials are as follows:

*Motor Oil:* A test by an authorized maintenance employee is required to insure oil is not contaminated before it may be given to an authorized maintenance employee and disposed into the 150 gallon drum.

*Batteries:* All batteries must be given to an authorized maintenance employee to be placed inside the wooden box labeled "Battery Box" next to the oil drum and must be placed on the elevated platform.

*Mixed Fuels and Oils:* The club provides a separate 55 gallon drum to accommodate mixed fuels and oils. Disposal of such materials requires assistance from an authorized maintenance employee and must be logged in.

*Paints and Thinners:* All paints and thinners must be secured in properly marked containers and given to an authorized maintenance employee. All paints and thinners must be logged in by an authorized maintenance employee.

*Spray Cans:* Spray cans of all kinds are required to be stored separately and must be logged in by an authorized maintenance employee

7. Hazardous Materials such as propane cylinders, corrosive agents, flares or any materials not listed above are not accepted by the Club for disposal and may not be disposed of or left anywhere upon the Club Facilities.

## **S. SAILING CENTER RULES**

1. No children are allowed unattended within the rooms, stairs, passageways, heads or elevator of the Malin Burnham Sailing Center or Locker Building at anytime. There shall be no playing in the elevator or swinging from the chains, or standing on the railing wires of the Malin Burnham Sailing Center or Locker Building.
2. Staff assistance is required for adjustments of any Malin Burnham Sailing Center audio/visual equipment. Sailing Center AV equipment must be used in an appropriate manner and pursuant to any posted instructions.
3. No items shall be hung or posted from ceilings or walls in Sailing Center rooms without staff permission.
4. Sailing Center furniture shall not be removed or shifted without staff assistance. This includes space heaters.
5. All Sailing Center cabinets, storage areas, and shelving are to be accessed by staff only. The one exception is the audio/video cabinet in the Fitness Center.
6. No outside food and beverage without prior approval from the General Manager.
7. Sailing Center room reservations must be booked through the Catering Department if a member intends to use exclusively for a function.
8. No wet sailors are allowed in the Frost Room.
9. No pets or animals are allowed in any part of the Sailing Center or Lockers building.
10. Parking of cars/vehicles in the breezeway between Sailing Center and lockers building is prohibited. Violators may be cited and subject to fines assessed by the Board.
11. Skateboards, scooters and bicycles are prohibited in the Sailing Center and locker buildings.

## **T. FITNESS CENTER RULES**

1. Access to the Bob and Betty Beyster Fitness Center will be gained through a card access.
2. Children aged 11 and under are not permitted in the Fitness Center at any time.

3. Teens between the ages of 12-16 may use the Fitness Center equipment when accompanied and fully supervised by an adult Member.
4. Fitness Center users must be fully clothed in appropriate workout attire including rubber soled athletic shoes while using the fitness facilities.
5. Fitness Center users must bring a personal fitness towel to use when working out for personal use to protect themselves and the equipment from germs.
6. Food is not permitted in the Fitness Center. Closed, plastic beverage containers are allowed.
7. Please wipe down all equipment with antibacterial wipes, which are provided after use.
8. No equipment shall be removed from Fitness Center and users shall return all equipment including weight plates and dumbbells to their proper storage location after use.
9. Please limit your use to 30 minutes on the cardiovascular equipment when others are waiting.
10. Fitness Center hours are from 5:00 a.m. till 11:00 p.m.
11. Guests/Personal Trainers using the Fitness Center must be accompanied by a Member at all times.
12. Not pets allowed in Fitness Center.