

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 9/6/2017

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) marina 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 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 Main Station 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, 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 Main Station Chair to be a hazard or a detriment to the OYC moorage facilities. Further, any member assigned moorage in the marina must maintain his boat in a seaworthy condition. The boat must be capable of leaving the marina under its own power at least once every six months.
 - (c) Provide and maintain adequate mooring lines for the boat and see that the boat is secure in the moorage.
 - (d) All boathouses shall comply with "tie down" rules for safe moorage. 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 outboard corner to the float and to adjacent boathouses at the opposite end as 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 Main Station 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 burgee while moored in the OYC 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 on the 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 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 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 marina. If the buying member has an existing berth, he must agree to divest himself of any such berth in the OYC marina 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 marina.
- (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 instrument, 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 (or up to the 17th day, to include postage time), 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. Members shall maintain a current insurance policy on their 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. Members also agree that they 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 marina, members agree to be governed by the conditions in the OYC Constitution and Bylaws, Rules and Regulations, and the Moorage Agreement. Members will have examined the moorage provided by OYC and accept it as safe, satisfactory, and sufficient, and member will agree on behalf of their family and guests to use it carefully and at their own risk, being well aware of the ordinary hazards incident to the use and employment of such facilities. The care and safety of member's boat, boathouse, equipment, and other things of value stored or kept on these premises shall solely be their responsibility. Members further agree and understand that the Olympia Yacht Club, its members and employees shall be saved and held harmless from any claim whatsoever for damage to the member's boat, boathouse or other property because of the granting of this request, or incurred as a result of enforcing the provisions thereof.
13. Members further agree that applicable OYC 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 and on the website, are accepted as being part of this document.
14. Members further agree as a member with moorage in the OYC marina that they will not share any ownership in a boat and/or boathouse with a non-OYC member if OYC moorage is included.
15. Members further agree that for security purposes, they shall maintain a light in the boat and/or boathouse facilitating night time checks by the Caretaker.