



AEOLIAN YACHT CLUB BERTH RULES AND PROCEDURES



1. Application for Berth; Compliance with Berth Rules and Procedures

- a. **Application and Approval.** Members must submit a *Berth Rental Application and Agreement* for consideration of assignment of a vessel to a slip or side-tie berth, dry storage of vessels or trailers on club property, or space in assigned locations on the Club docks or floats (e.g., paddlecraft racks, rowboat and dinghy storage on docks, etc.) References to a berth in these *Berth Rules and Procedures* will generally refer to any of the foregoing forms of storage unless otherwise specified (or it is obvious from the context that it is referring to a specific form of storage). Similarly, references to a vessel will generally refer to any vehicle or vessel that may be stored on Club property pursuant to a *Berth Rental Application and Agreement*, including boats moored in the harbor, paddlecraft and other small vessels stored on docks, trailers stored in designated dry storage areas, etc. A *Berth Rental Application and Agreement* is to be completed and given to the Port Captain who is responsible for making berth assignments. The Port Captain will maintain a waiting list for berths that will be posted in the clubhouse. An applicant must meet with the Port Captain and discuss these *Berth Rules and Procedures* before their vessel will be allowed to enter the harbor for storage in a slip or otherwise be left for storage on club property. Applicants for berths may, in the Port Captain's discretion, be assessed a fee for a credit check and/or required to submit a reference from a past Port Captain or Harbor Master prior to any approval for storage.
- b. **Members Only.** Berths may be rented only to members of the Aeolian Yacht Club who are in good standing with the club. All joint owners of vessels berthed on the club property must be qualified members, as access to the marina is limited to current members and escorted guests.
- c. **Ownership Changes.** The following requirements apply to any change of ownership of a vessel for which space is rented at the Aeolian Yacht Club and for which the purchaser desires to keep such space following the ownership change:
 - i. **Members.** A member purchasing a vessel from another member must, before the change of ownership, meet the requirements that would apply to an application for a new berth assignment, including submission of a new *Berth Rental Application and Rental Agreement* and assignment of a berth by the Port Captain.
 - ii. **Non-Members.** When a non-member purchases a vessel from a member and wishes to continue to berth that vessel at the club, they must, before the change of ownership, apply for club membership, wait the required length of time to become a member under the club bylaws and membership rules, be accepted as a member by the club, and be assigned the relevant berth by the Port Captain. The non-member purchaser must also, before the change of ownership of the vessel, meet all requirements under these *Berthing Rules and Procedures*, including submission of a *Berth Rental Application and Agreement* and satisfaction of all requirements applicable to vessels first entering the harbor for berthing at the club. If a member is considering a sale to a non-member who wishes to keep the vessel in its berth, such member must consult with the Port Captain in advance of the sale to make appropriate arrangements (including introducing and facilitating communication with the prospective non-member purchaser) and to confirm the timing of the sale to ensure compliance with these requirements. Until the purchaser becomes a member of the club and, following submission of a *Berth Rental Application and Agreement*, has been assigned a berth by the Port Captain, the existing member is responsible for compliance with all club rules applicable to the vessel and the berth assignment.
 - iii. **Removal.** If a purchaser will not keep the sold vessel in the berth, the member/seller must pay all rental fees through the date that the sale takes place, notify the Port Captain in writing of the sale and

requested termination of the berth rental under the terms of the relevant rental agreement, and remove (or cause the purchaser to remove) the vessel from the berth immediately upon the sale of the vessel. The Port Captain may make reasonable accommodations with respect to lease termination notice requirements and rent payments in his or her discretion in the case of such a sale/removal of the vessel where the timing of the sale causes hardship for the seller/member in complying with such requirements.

- d. **Live-Aboard Berths.** Up to six (6) live-aboard members will be permitted on a month-to-month basis in live-aboard vessel berths designated by the Port Captain. Candidates for live-aboard accommodation must be members of the club in good standing for at least one (1) year and approved by the Board. See *Live-Aboard and Stay-Aboard Rules* for details.
- e. **Violations of Berth Rules and Procedures.**
 - i. **Termination of Berth Rental.** The Port Captain or the Board of Directors may in their discretion, by written notice to a berth tenant, immediately terminate a *Berth Rental Application and Agreement* and relocate or require relocation of a vessel from club property if a berth tenant violates these *Berth Rules and Procedures*. A lapse of membership, resignation, or expulsion from the club for cause may also trigger a termination. If a *Berth Rental Application and Agreement* is terminated under such conditions, the member will not be entitled to any refund of rent or fees previously paid under the *Berth Rental Application and Agreement*. If a tenant fails to remove his or her vessel from club premises within thirty (30) days of termination of the *Berth Rental Application and Agreement* and written instruction to remove the vessel, or if an unpaid debt remains outstanding for rental fees in arrears, the club will be entitled to take possession and remove the vessel from the club for disposal in accordance with the lien and lien-sale terms of the *Berth Rental Application and Agreement*.
 - ii. **Citations.** Berth tenants who violate the *Berth Rules and Procedures* are subject to citation pursuant to Article XIII, Section 5 of the *Aeolian Yacht Club By-Laws*.

2. Documentation and Financial Responsibility; Notices

- a. **Insurance.** Except for paddlecraft and dinghies for which insurance is not required by the Port Captain, all vessels berthed at the Aeolian Yacht Club must be insured. A liability insurance policy with limits acceptable to the Board of Directors covering the vessel and its operators is required. The Port Captain will communicate the applicable insurance requirements to the applicant. If a member fails to meet requirements for insurance for a vessel berthed at the club at any time during the rental term, a bond must be posted with limits to be defined by the Board of Directors. The Port Captain will communicate the bond requirements, including amount and deadline for posting the bond, to the member renting the berth.
- b. **Current Documentation.** All prospective berth tenants must sign a *Berth Rental Application and Agreement* and, except for paddlecraft and dinghies, submit a copy of (and keep on file) the vessel's current registration and verification of insurance (naming Aeolian Yacht Club as an additional insured), a current photo of the vessel, and an emergency contact number. In addition, for any vessel requiring such documentation, the vessel must, for storage in a slip in the harbor, arrive under its own power and be inspected by the Port Captain before occupying a berth. All such vessels berthed in the Aeolian Yacht Club harbor must have current documentation or registration at all times, unless exempt from such requirement under California Vehicle Code Section 9873 (e.g., lifeboats).
- c. **Annual Seaworthiness.** A copy of the registration/documentation, insurance and written confirmation of departure from the harbor, under their own power, shall be provided to the Port Captain at every annual renewal. All berth tenants must maintain a current emergency contact number on file, and, as necessary, are responsible for updating the emergency contact information in their *Berth Rental Application and Agreement* by promptly submitting updated information to aeolianyachtclub@aol.com.

- d. **Abandonment.** All members who berth a vessel at the club for which registration is required under 2(b) above are subject to the abandonment provisions of the Berth Rental Application and Agreement. Such vessels may be taken in possession, removed and/or sold by the Club in accordance with such agreement and applicable law. The Club reserves all rights to take such actions for vessels abandoned at the Club (which shall include any vessel remaining on Club property for more than thirty (30) days after the Port Captain has instructed its owner to remove the vessel from Club Property).
- e. **Written Notices.** Where documentation or notice is required under these rules and procedures, members should send an email to aeolianyachtclub@aol.com. Members may also place a written notice in the Port Captain's mailbox on the back porch or the Club mailbox.

3. Measurements

- a. **Length Overall and Beam.** The overall length including all extensions from the bow to the furthest extension from the stern shall determine a vessel's length. Beam shall be measured at the point of maximum width of the vessel.
- b. **Maximum Size.** Club berthing is limited to vessels of overall maximum length of fifty (50) feet and a beam of fourteen (14) feet. Catamarans and trimarans with a beam exceeding fourteen (14) feet may be stored in the harbor, but only in side-tie berths.
- c. **Slip Length and Length Overall.** A vessel's length overall may not exceed its slip's length by more than four (4) feet, and no portion of the vessel may extend over any portion of the main dock. Extension includes any extension fore or aft of the hull.
- d. **Slip Width and Beam.** Unless otherwise approved by the Port Captain, a vessel's beam must be at least twelve (12) inches narrower at dock level than the width of the slip in which it is stored, with at least six (6) inches of clearance to the dock on each side. (If a vessel exceeds the width limitation, a side-tie berth may be assigned if available.)
- e. **Vessels Per Slip.** Two vessels may occupy one slip provided both vessels are stored under one membership and do not exceed slip length and width maximums. For dry or dock storage, the Port Captain may authorize storing more than one vessel per assigned space in his or her sole discretion. Each vessel berthed at the club must be stored under a separate *Berth Rental Application and Agreement*.

4. Fees

- a. **Storage.** All fees are payable quarterly in advance. Unless otherwise specified by the Port Captain, the greater of the vessel's overall length and the slip length in feet shall determine the berthing fee (at the rate per foot set by the club for each rental period). For paddlecraft and dinghies, the price will be the then-current rental fee for the assigned space, which may or may not be determined based on length of such vessel or space, and will be communicated by the club to the vessel owner when the space is assigned.
- b. **Utilities.** Club members renting a slip or side-tie berth will be charged applicable utility fees in accordance with the club's then-current policies.

5. Berth Vacancies

- a. **Priority.** When a berth vacancy occurs, first consideration shall be given to relocation of existing berth owners. The next member at the top of the new berth list may be assigned the vacant berth if the member's vessel to be stored in the berth meets and length and width requirements for such berth (as set forth above). However, if a slip is more than four (4) feet longer than the vessel on the waiting list, unless

otherwise instructed by the Port Captain, the member on the waiting list for a slip must continue wait to relocate to a slip more suitable to the vessels length when such a slip becomes available.

- b. **Vessel Sale.** When a vessel is sold, the sale must be reported to the Port Captain in writing and the vessel removed from club property as described in 1(c) above.
- c. **Reassignment.** The Port Captain may in his or her discretion reassign a vessel to a new berth if it is in the best interests of the club and such reassignment will be binding on the berth tenant. The berth tenant will relocate the vessel to the new berth as promptly as practical. The Port Captain will generally reassign berths only to the extent necessary for the efficient and safe functioning of the harbor and equitable treatment of club members, and, if such reassignment becomes necessary, will make reasonable efforts to relocate a vessel to a comparable (or better) berth. However, the sole remedy for the tenant if such tenant does not wish to accept the new berth will be the tenant's removal of the vessel from club property as promptly as practicable (and within thirty (30) days of notice of reassignment) and cessation of the tenant's berth rental and associated payment obligations as of the date of removal, with a refund of fees paid in advance that apply to a rental period after the date of removal
- d. **Side Ties.** Unless a new berth tenant requests a side tie berth, such tenant is not required to accept one even though a side tie berth the size of such tenant's vessel is available. Berth tenants assigned a side-tie berth may not store an additional vessel outboard without prior written consent of the Port Captain.
- e. **Advance Notice of Termination of Rental.** Members, when permanently vacating a berth, must give thirty (30) days advance notice to the Port Captain in writing. The rental of the slip will terminate on the final day of such notice period, the member will be obligated to remove the vessel from the club (or relocate to another berth if applicable) on or before such date. Unless otherwise determined by the Port Captain, rental and other fees paid in advance will not be refunded regardless of whether the termination date precedes the end of the paid-in-advance period of the rental.
- f. **Additional Slips (Including Side Tie Berths).** Each member is entitled to maintain rental of one slip but may rent another slip temporarily when additional slips are available. When another member without a slip requests a slip, members with more than one slip must relinquish a slip to that member. If necessary, a lottery will determine which member's temporary slip will be vacated.
- g. **Extended Vacancy.** A slip may not be vacated for more than one hundred twenty (120) days without written approval of the Board of Directors.
- h. **Short-Term Vacancies.** If a member expects to vacate his or her berth for more than seventy-two (72) hours, such member should notify the Port Captain in writing, providing the berth number and the expected period of time that the berth will be vacant. This assists the club and Port Captain in allocating visitors to an available berth.
- i. **Change of Vessel.** A berth tenant who wishes to move a different vessel into the berth they rent must follow the same procedures as a prospective berth tenant desiring to bring a vessel onto Club property under these rules.
- j. **Subleasing and Temporary Occupancy.** Subleasing of berths is not permitted. A berth tenant who wishes to allow another member the temporary use of such tenant's berth (for no fee from the temporary tenant) must obtain prior written approval of the Port Captain and such temporary use may not exceed ninety (90) days. Both parties must be members in order to establish such temporary occupancy by a non-tenant.

- k. **Prohibited Vessels Types.** The harbor is configured for conventional recreational boats able to operate on the San Francisco bay and surrounding tributaries, or coastal waters. Houseboats, pontoon boats, barges and other craft not deemed by the Port Captain to be capable of recreational use on the bay (excluding small paddlecraft and rowboats) shall be prohibited from slip rental or dry storage.
- l. **Wood Boats.** In the past, in-water boats constructed of wood have presented exceptional difficulties when not properly maintained by members and forfeit to the Club for disposal. Members applying to berth wooden-hull craft in slips must provide a report of survey (by a qualified marine surveyor) conducted during a haul-out within the past 6 months establishing its material condition to be in very good to excellent condition, and may be subject to special insurance and/or bond requirements set forth by the Club. If a berthing application for a wood boat is approved, owners shall submit a report of survey upon each subsequent haul-out, no longer apart than every three years *or* if the boat is suspected to be at risk by the Port Captain, showing that said vessel remains in very good to excellent condition. This satisfies the Club definition of “seaworthy” for wood vessels.
- m. **Commercial Vessels.** A commercial vessel is defined as one that is licensed or rigged for, or utilized as, a commercial enterprise. Commercial vessels that carry passengers for hire are not permitted to be berthed at the club. Subject to Port Captain approval, other types of commercial vessels may be berthed at the club (subject to a limit of 11 total commercial vessels as provided in the club bylaws).

6. Maintenance and Negligence

- a. **Negligence.** Members renting club berths will be held responsible for damage to Club property due to the tenant’s negligence in maintenance, or in the operation and securing of their vessels. The costs of work necessary to repair any damage caused by tenant negligence will be billed to the berth tenant.
- b. **Emergency Repair.** Berth tenants will be billed for emergency work performed on their vessels in order to maintain harbor safety or keep the vessel afloat. The berth tenant consents to such work being performed if deemed necessary by the Port Captain and agrees to hold the club harmless for any expenses incurred as a result of such work. The cost of services and materials for such work will be billed to the tenant.
- c. **Adequate Maintenance.** All vessels stored at the Club must be kept seaworthy and clean. Should a vessel be deemed unsightly by the Club, the Vessel Owner will be notified. Should the vessel not be cleaned within two weeks of such notification, the Club may have the boat cleaned and pass any expenses to the Vessel Owner. Use of unfitted, temporary tarping as permanent covers is prohibited. Inadequately maintained or unseaworthy vessels may, in the discretion of the Board of Directors, be relocated within the club premises or harbor, or expelled from Club property.
- d. **Use of Docks.** Fingers and catwalks must be kept neat and clean. Storing fuel, gear, personal furnishings, or other materials in these spaces is prohibited. Boarding steps may be kept in appropriate locations and uniform dock boxes approved by the Board of Directors may be installed at berths with locations approved by the Port Captain in writing. Tenants may not modify, remove or replace club-installed dock boxes (or other club-installed dock fixtures) without prior written approval from the Port Captain. Paddlecraft and dinghies may only be stored in dock locations specifically approved for such storage by the Port Captain.
- e. **Sewage Discharge Prohibition.** Dumping of holding tanks is illegal and prohibited in the harbor.
- f. **Flammable Materials.** Fuels may be stored in installed fuel tanks or in appropriate fuel containers aboard vessels in berths. Fuels or other flammable materials must not be stored ashore, including dry storage locations, on docks or dock fingers, the clubhouse, in lockers or the shed. Containers of lubricants and other fluids or aerosols used for maintenance and operation of vessels may be stored aboard berthed

vessels (in compliance with all applicable legal and regulatory requirements for storage and disposal of such substances), subject to Port Captain audit and discretion.

- g. Club Tools.** The use of power tools and hand tools is an activity that is inherently dangerous. The Aeolian Yacht Club requires all users of the club workshop, their heirs, and their assistants to assume all risk of the use of the workshops by signing a Workshop Use General Release prior to using the equipment.
- h. Shore Power Cords.** Vessels berthed at the Aeolian Yacht Club may be connected to electric dock power where such power is provided for the berth. However, all power cords must conform to club standards as determined by the Port Captain. (Power cords must be marine grade and compliant with ABYC standards. The Marincos product line or equivalent meets this requirement. Conventional extension cords and lamp cords do not.) Power cords must not enter a vessel through an open hatch where a hatch cover rests on the cord.
- i. One Outlet.** Each slip tenant is authorized to use one (and only one) electrical outlet assigned to their slip. If there is any question as to which outlet is provided for a given slip, the Port Captain will make the determination.
- j. Battery Chargers.** Non-marine battery chargers cause electrolysis in the waters around other vessels, which causes damage to exposed metal parts. As such, marine battery chargers are the only chargers permitted to be used on or around vessels stored in the harbor or on the docks. Automobile battery chargers are not permitted.
- k. Disposal of Oil, Batteries, Pyrotechnics, Machinery, Furniture and Appliances.** Members are responsible for discarding expired pyrotechnics, and all other hazardous materials at the proper offsite facilities. Engine oil can be deposited in the 55-gallon recycling drum provided at the club. No other material may be deposited in the recycling drum. Disposal of machinery, furniture, and appliances is the responsibility of members, to be deposited off of club property at appropriate facilities. The Club's general garbage and recycling receptacles are for Club operations and member's disposal of personal trash generated from approved activities on Club property, only. Bringing waste materials from outside sources for disposal at the Club is prohibited.
- l. Property Arrangements.** Only Club officers and directors (or delegated committee chairs or employees) may approve changes to the arrangement of Club docks, structures, fixtures, landscaping, utilities, machinery or furnishings.
- m. Marine Service Vendor Access.** Members are responsible for vendors when on club property, and normally should sign-in and escort vendors as they would other guests. However, the Board recognizes that personal schedules often don't align with vendor availability, and vendors often make multiple visits to the club to complete work. To provide flexibility, members may request a loaner key for local marine businesses (not casual "friends with wrenches") to access the property for a limited period. With an un-deposited check of \$500 from a requesting member, the Office Manager will record the vendor's contact information and issue a loaner key to be returned within 90 days. Members remain responsible for vendor conduct when they are on property and returning loaner keys, in order to recover their check.

7. Guests

- a. Berth Guests.** Berth guests include as Aeolian Yacht Club members who are not berth tenants and other yacht club members whose clubs share reciprocal privileges with the Club and who are permitted to dock their vessel at the club by the Port Captain. Certain berths at the club may be designated as guest berths by the Port Captain. Guest berths may be used up to 72 hours without a fee. The Port Captain can grant extensions up to fourteen (14) days at the current rate fees. A minimum of (3) three days advanced

payment is required. Overpayments will be refunded (and any additional fees owed will be billed) to the vessel owner. Berth guests are required to fill out a *Berth Guest Form* if planning to stay more than 72 hours or up to 29 days. The Berth Guest Form must be presented to Port Captain for pre-approval. (This form is not required for Club Cruise-Ins.) If a vessel owner wishes to store a vessel at the Club for 30 days or more, such vessel owner must be an AYC member apply and be approved for a Berth assignment (including completion, signature and approval of a *Berth Rental Application and Agreement*).

- b. **Non-Member Access to Berths.** If a member cannot be present, a family member, guest, or workman must have the member's written permission to enter club property and/or visit, use or work on the member's vessel. The member must give prior notice to the Port Captain of said visit, arrange for their access, and assume responsibility for their presence. Former members or member not in good standing may only be granted access to their vessel in possession of the Club by the Port Captain.

8. Club Vessels

- a. **Club Powerboats.** Powerboats owned by the club are for harbor operations, and are not for recreation. They are intended for services such as moving vessels within the harbor, guiding cruise-in participants into and out of the Aeolian harbor, and rendering limited assistance to mariners in difficulty immediately adjacent to the club. The Club shall prescribe the necessary qualifications to approve operators, assessed by the Port Captain, in performing the intended uses of Club powerboats. All such operators are responsible for following applicable State and Federal regulations, ensuring seaworthiness prior to use of Club powerboats, and must exercise prudent seamanship while engaged in said harbor operations.
- b. **Club Paddlecraft and Dinghies.** The Club maintains a fleet of small sailboats and paddlecraft. They are intended for recreation and training club members in the art of sailing, paddling or rowing. Members who wish to use these boats shall sign and provide the Port Captain with a *Club Boat General Release* before operating them. Copies of this release will be kept on file in office. Children may only operate these boats under the supervision of an adult experienced in their use. Parents and adults supervising children in the use of these boats must sign the Club Boat Release, including an agreement to follow all U.S. Coast Guard rules (and all other applicable laws) for the use of such vessels and for child safety. Life vests must be worn by all occupants of club boats at all times while using such boats.

9. Storage

- a. **Designated Areas.** Bicycles, spars, engines, boat parts and other personal items and vehicles may not be left on docks, floats, fingers, storage areas or surrounding club property except in locations designated for such storage by the Port Captain (subject to pre-approval of such storage and payment of fees as further described in these rules and procedures and in any other applicable published policies of the club for such storage).
- b. **Storage Fees.** Members may apply to rent storage for bicycles, motorcycles and other small vehicles, outboard boat motors, and other small articles on club property, and may rent shed and locker storage, in each case with specific prior written permission of the Port Captain and pursuant to any policies published from time to time for such storage. Shed storage is limited to members with vessels and small craft in the harbor or dry lot. The Port Captain will maintain inventories of such items (and shed and locker storage assignments) and determine rental fees for such storage. Items stored on club property under this rule must be identified with the relevant member's name. The club may in its discretion require removal of such items with thirty (30)-days prior written notice (and may dispose of them itself at the member's cost if such removal deadline is not met). Members must report all items they wish to store on club premises to the Port Captain and obtain prior written permission for such storage. Personal items shall not be stored in "Club Use Only" lockers or any lockers not assigned to the owner of such personal items.

Berth, Rack, and Dry Lot Renter's Acknowledgement; renters agree to adhere to the terms of the
aforementioned rules and any subsequent updates necessary for administration of the harbor.

Print Name: _____ Signature: _____

Berth Rules and Procedures 1/20/2023

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