

# **Green Harbor Yacht Club, Inc. Club House and Waterfront Rules**



The Board of Directors (“Board”) of the Green Harbor Yacht Club, Inc. “GHYC” adopts and affirms the following rules (“Club Rules”) for the comfort, convenience and safety of our members, guests and neighbors. As a condition of membership, each member is required to understand and abide by the Club Rules, as they may be amended by the Board from time to time. Failure to observe Club Rules may result in disciplinary action, including but not limited to suspension of membership privileges or termination of membership.

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## Contents

### Club House Rules

Page

4	Club Access
4	Guests
5	Children
6	Pets
6	Club Property
7	Ice Machine
8	Green Harbor Bucks
8	Rentals
9	Foul Language
9	Parking
9	Illegal Drugs
10	Conduct of Members and Guests

### Waterfront Rules Page

11	Waterfront Facilities
12	Slip Rules
11	Payment
12	Insurance/Release
12	Required Documents
13	Sub Lease
14	Off Season Lease
14	Wait List
14	Slip Assignment
15	Dinghies
16	Courtesy Dock
16	Distressed Vessels

16	Dock Access
16	Short-term Rental
17	Waterfront Facility Maintenance
17	Winter Storage
17	Trailers

I. Club House Rules

Club Access:

Members will receive security keycards to gain entrance to the clubhouse and ice facilities. Secured doors should not be unlocked by unauthorized members, and members should use their keycards for access whenever possible and avoid ringing the bell to gain entrance. Under no circumstance shall a member loan out or allow a nonmember to use his/her key card to access club facilities. In the discretion of the Board, a replacement fee may be charged for lost keycards.

a. Guests

GHYC encourages its members to support and take full advantage of its facilities. This includes the privilege of being accompanied by guests, subject to the following restrictions. The guest policy is intended to allow nonmember guest(s) to visit the club facilities on only an occasional basis and may not be used to avoid the financial obligations of membership. Members should encourage anyone desiring to visit the club regularly or for more than an occasional visit to apply for club membership. The Board, in its sole discretion, may take action to prevent abuse of the guest policy.

Responsibilities of the Member

- The Member must be in good standing to bring in a guest.
- The member may register a reasonable number of guests per visit. The privilege of inviting guests shall not be used as a substitute for arranging a club rental where appropriate.
- The Member must ensure that any guest signs the guest register upon entry to the club.
- The Member is responsible for the behavior of each of his/her guests, including ensuring the guest leaves the club when the member leaves.

#### Responsibilities of the Guest

- The guest must be accompanied by a member in good standing and sign the guest register upon entry to the club, including the name of the member sponsoring the visit.
- The guest must abide by all Club Rules while on the premises.
- The guest must leave when the member leaves.

In his/her sole discretion, the bartender on duty or any member of the Board of Directors may decline entry to or expel any guest.

#### b. Children

Children of GHYC members and the children of registered guests are encouraged to take full advantage of the GHYC facilities, subject to the following restrictions.

- Children are not permitted in the Club House after 9:00 pm. Certain time exemptions may be made for Club events and hall rentals.

- While on the premises, children must be supervised by the responsible member or guest.
- Children are not permitted to sit at the bar.
- Children must be under direct adult supervision to use the pool table and dart board. After use, all game components must be appropriately put away.
- The Wii may be used by children of any age, providing they can use the equipment appropriately. After use, all game components must be appropriately put away.
- Misuse of club equipment, including, but not limited to pool equipment, dart equipment, and the Wii may result in loss of the corresponding privilege to use.
- A responsible adult member is expected to remain at the Club to supervise his/her children during the Club-sponsored events, unless otherwise specifically noted for that event.

#### c. Pets

Pets are not allowed within the GHYC clubhouse. Pets on GHYC grounds must be always on a leash or close supervision. Owners must clean up after their pets. If the Board determines that any pet is a nuisance or annoyance to other members, it may ban that pet from Club premises,

#### d. Club Property

The maintenance and cleanliness of club property is the responsibility of each member.

- Members with boats in storage must keep the areas surrounding their boats clean and free of litter.

- Boats left on the property without the express consent of the Dock Master or his/her designee may be removed by the club at the owner's expense.
- Picnic tables must be cleaned after use. Pets are not allowed on picnic tables.
- Club property is generally not available for use by members, and club tables, chairs, and other property may not be removed from the premises without the express consent of the Board.
- Items may not be stored in the barn without the express consent of the Board.
- Boat trailers may not be stored on GHYC property without the express consent of the Dock Master.
- No household rubbish or personal trash, including unwanted boat gear or floats, should be disposed of in the Club dumpster or barrels, or left on Club grounds. Notwithstanding the foregoing, a member may use the club dumpster to dispose of a reasonable amount of personal trash directly resulting from a day of boating.

e. Ice Machine

GHYC operates and maintains ice machines for the benefit of its members. To ensure the reasonable availability of ice, members are limited to one, medium-sized cooler (approximately 10 lbs.) per day. Ice is reserved for members only, and a member shall not provide access to the ice machines to non-members.

Members must not completely empty an ice machine as it inhibits the production of ice.

Ice machines are continually monitored, and any member of the Board of the Directors may, in his/her sole discretion, prohibit access to ice machines to facilitate the production of ice and/or to address perceived abuse of the privilege.

f. Green Harbor Bucks

When authorized by the Board, GHYC Bucks will be available for pick-up upon full payment of the annual membership fee and assessments. GHYC Bucks are redeemable for bar purchases or admission to club events. GHYC Bucks are not transferable and must be redeemed in the calendar year in which they are issued. There is no refund for unused GHYC Bucks.

g. Rentals

Subject to the following restrictions, and those contained in the Club's rental agreement, the hall is available for rent by members only.

1. During any rental, the club facilities remain open for use by members.
2. Only members in good standing who are beyond their probationary period are allowed to rent the club. Members may not rent the hall on behalf of a non-member, and the member must be the actual "party-in-interest" for the rental, remain on-site during the rental period, and assume full responsibility for all related activities.
3. Rentals are available only for functions that, in the determination of the Board or its designee, are compatible with the Club's status and



facilities, and in compliance with any regulatory requirements or restrictions including, but not limited to, those imposed by the Marshfield Fire Department and State Fire Marshall's Office. By way of illustration only, the types of permissible events may include baby showers, birthday parties, anniversary celebrations, and other family-focused parties. Fund-raisers, commercial product sales, and events opened to the public are generally not allowed.

4. Some food service must be included for all rental events.

5. The member renting the club is responsible for insuring that all club facilities are left in a good and clean condition and restored to condition they were in prior to the rental.

h. Foul Language

Foul Language shall not be tolerated on club property.

i. Parking

Only vehicles with handicap placards/plates may park in parking spots designated for handicap parking.

j. Illegal Drugs

The use of illegal drugs is strictly forbidden on all GHYC property. Failure by members or their guest(s) to abide by this rule may result in suspension or revocation of club membership by the Board of Directors.

## k. Conduct of Members and Guests

No reprimand shall be given to employees by any member of the club or guest. Complaints or problems of any nature shall be immediately reported to the Club Manager, the Commodore or Vice Commodore. Inappropriate behavior toward club staff will not be tolerated.

## II. Waterfront Rules and Regulations

The Green Harbor Yacht Club (“GHYC”) has created these WATERFRONT RULES & REGULATIONS (“Waterfront Rules”) to promote fair and equitable standards for all Club members, enhance safety, and allow all members to enjoy the full benefits of the Club and **use of** its facilities to the maximum extent possible. For the mutual consideration of all members and guests, each member family is required to read and become familiar with these rules and regulations. The Dock Master is authorized to enforce these rules, which shall be Club policy. Any disputes shall be referred to the Board of Directors (“BOD”), and violations may result in disciplinary action.

1. GHYC defines the customary boating season as April 1 to November 1. Notwithstanding anything to the contrary herein, GHYC facilities to dock vessels at all times remain the property of GHYC. In exchange for the timely payment of fees and observance of the Waterfront Rules, GHYC allows designated members in good standing to use a slip for dockage of a specified vessel that is **owned in fact** by that member (“Vessel Owner”) and has been properly identified and documented to the Dock Master in accordance with Section 4.

- Between Memorial Day and Labor Day, Vessels Owners must actively utilize their vessel. They must be maintained, seaworthy and in an acceptable condition. Underutilized vessels/slips prevent other members from enjoying the benefits of the waterfront facilities.

- If a vessel appears to be abandoned and or underutilized, the Dock Master may refer the situation to the Board of Directors for appropriate investigation and action.
  - No Vessel Owner may transfer the right to use a slip to a relative, friend, or other third party, except as provided in Section 6. If, notwithstanding any recitations of the ownership documentation, the facts and circumstances surrounding the use of a vessel raise a question regarding the vessel's actual beneficial owner, the Dock Master may refer the situation to the Board of Directors for appropriate investigation and action.
2. Slips are assigned and slip fees are charged per foot at the current annual rate X the boat length or slip length whichever is greater. The minimum slip length is 20 feet. Slips #15 through #20 are designated as Large Slips. The minimum slip length of a large slip is 30 feet and the maximum vessel length in a large slip is 38 feet. A Vessel Owner may not dock a different vessel than that identified without the prior express permission of the Dock Master and the payment of any applicable additional fees. With notice to the effected Vessel Owners, the Dock Master may re-assign slip locations among the Vessel Owners to make the best overall use of the GHYC limited waterfront facilities. No Vessel Owner shall move his/her vessel from his/her assigned location without the prior express permission of the Dock Master, except that a Vessel Owner may temporarily move a vessel to prevent an imminent safety hazard, provided any such move shall be reported to the Dock Master as soon as possible. The Dock Master may move any vessel to protect the property and safety of the GHYC facilities and other vessels, provided that neither the Dock Master nor GHYC shall be obligated to move or secure any vessels under any circumstance.
3. The right to use a slip is contingent on the Vessel Owner being current in the payment of all membership dues and assessments; paying a non-refundable deposit of ½ of the slip

fee (“Reservation Payment”) by December 31<sup>st</sup>; and the balance of the slip fee (“Balance Payment”), in full, by February 28<sup>th</sup>.

**FAILURE to make the Reservation Payment or Balance Payment when due; a delinquency in the payment of membership dues or assessments; or the failure to provide the documentation required by Section 5 in a timely manner, shall be grounds for termination of the Vessel Owner’s right to use a slip,** and the Dock Master may reassign the slip in accordance with the terms of Section 9.

- a. Early Payment: Vessel Owners who make advance payment of membership dues and slip fees in their entirety on or before December 31<sup>st</sup> for the succeeding year shall receive a discount of five percent (5%) on their *slip fees* for that succeeding year. Payments must be postmarked or made no later than December 31<sup>st</sup>. Members whose membership and/or slip payments to the club are in arrears from prior years are not eligible for the Early Payment discount unless such overdue payments are paid in full.
  - b. Should a Vessel Owner have an issue with the payment schedule, they must contact the Dock Master or Commodore prior to December 31<sup>st</sup>.
4. While on the property of GHYC, each vessel must be fully insured with complete marine insurance, including hull coverage and indemnity and/or liability insurance, and proof thereof shall be provided to the Dock Master pursuant to Section 5. GHYC does not carry insurance covering the property of the Vessel Owner. GHYC WILL NOT BE RESPONSIBLE for any injuries or property damage resulting from, related to, caused by, or growing out of the use of the docks or facilities. The Vessel Owner RELEASES AND DISCHARGES GHYC, and its officers, directors and members, from any and all liability for loss, injury (including death), or damages to persons or

property sustained while in or on the GHYC facilities, including without limitation fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, collision or accident, or any other Act of God. A vessel must be removed from the docks during the lay up period listed on its insurance policy. Boat owners with policies that extend beyond the customary boating season must confirm their intent to remain in the water during this period with the Dock Master.

5. All Vessel Owners are responsible for maintaining accurate and valid documentation. Each year, prior to berthing the vessel, the Owner must ensure all documentation is correct and up to date with the Dock Master. The documentation includes:
  - Green Harbor Yacht Club Boater Information Form
  - copy of the valid vessel registration
  - copy of the current vessel title
  - proof of insurance pursuant to Section 4

**ALL VESSEL OWNERS ARE REQUIRED TO NOTIFY THE DOCK MASTER IN ADVANCE OF YOUR INTENDED BERTHING DATE.**

With the exception of the conditions described in Section 12, no vessel may be berthed without notification to and the advance permission of the Dock Master.

6. Subject to the provisions in Section 8, a Vessel Owner opting to not use his/her slip may, FOR ONE SEASON ONLY, sublet his/her space to another member in good standing who shall be selected by the Dock Master, from the Slip Waiting List.

**PROCEDURE**

- 1) The Vessel Owner shall notify the Dock Master as soon as the Vessel Owner's intent to sublease is known, but preferably prior to April 1<sup>st</sup>, of his/her desire to sublease. This notice must be made in writing, preferably by e-mail.
- 2) The Dock Master will sequentially contact members on

the Waiting List in writing to determine interest in subleasing.

a). If one of the designated large slips becomes available for subleasing, the Dock Master will contact those members who have previously and appropriately self-designated their status as waiting for a large slip on the Slip Waiting list prior to moving on to smaller vessels on the Slip List

3) Approved sublessees must provide appropriate documentation as described in Sections 4 and 5.

#### PAYMENT

- 1) The Vessel Owner remains liable for the minimum slip fee payment prior to the sublet season, in accordance with Section 3.
- 2) Once a sublessee is determined, he/she is responsible for payment to GHYC in accordance with Section 2.
- 3) Once the sublessee's payment is received by the Club, payments made to GHYC by the Vessel Owner for dockage may be returned by GHYC.

**The right to sublease a slip is limited to one season and a Vessel Owner's continued failure to use the slip subsequent to sublease shall result in the termination of any right to the slip, and it shall be re-assigned under Section 8.**

7. During the non-customary boating season, members may lease vacated slips by paying the then current fee(s) (at Rates determined by the Board) in advance. The fees for these temporary leases are not prorated. Boaters gaining temporary access to the GHYC docks under these temporary leases must provide appropriate documentation as described in Sections 4 and 5 and obtain express permission of the Dock Master prior to occupying the slip.

8. To promote the fair and equitable assignment of limited slips among members, the Dock Master shall maintain a GHYC Slip

Waiting List (“Waiting List”), posted, at a minimum, annually on the GHYC bulletin board and the GHYC web site. Any member wishing to be added to the Waiting List must notify the Dock Master in writing (e-mail preferred). Only members who are current in the payment of all dues and assessments and are otherwise in good standing qualify for the Waiting List. Any member who fails to pay his/her membership dues on time shall be removed from the Waiting List. A member, who is removed from the Waiting List for any reason, including but not limited to non-payment of dues and is subsequently reinstated without limitation, may be returned to the Waiting List, if so requested. Upon reinstatement of membership and if a return to the slip list is requested, that member will be placed at the bottom of the then-current list.

9. Slips are assigned solely to members in good standing on the Waiting List according to the member’s position on the list and size of the available location. Any member passed over due to a size requirement will retain their place on the Waiting List. A member offered a slip has 2 opportunities to refuse a slip offer and maintain their position on the Waiting List, however; once the second refusal is submitted the member’s name will be removed from the Waiting List. If the member wishes to be added to the Waiting List, they must notify the Dock Master in writing (email preferred). The Dock Master in turn will add that member’s name to the bottom of the list. A member must respond to the Dock Master within fourteen days of the offer indicating whether or not they want the slip. The interested member shall pay the slip fee by the due date designated in the associated invoice, and a failure to do so shall terminate any right to use the slip. The selected member must demonstrate vessel ownership in accordance with Section 5. A member must make arrangements to begin using the slip or mooring within a reasonable time.

10. GHYC maintains space for a limited number of dinghies. All requests for dinghy space must be submitted in writing (email preferred) to the Dock Master. Dinghy space is available first to Members in Good Standing, who can demonstrate ownership of a Town mooring. Dinghy fees are assessed separately from other slip fees. Members may keep a dinghy in this area only with the prior permission of the Dock Master. Dinghies secured to any Vessel or Slip are subject to the fee and must comply with these terms and conditions. Dinghies must be no more than 10ft in length with no more than a 10hp motor and have the owner's name or designation clearly visible on the vessel. If motorized, the vessel owner must provide the proper documentation pursuant to Section 5. All dinghies must be kept in acceptable and safe condition in the designated dinghy area, and appropriately secured so as to avoid damage to any other vessel or property. The Dock Master must have copies of keys to dinghies that are locked to the GHYC property. Each dinghy owner must provide the Dock Master with a key prior to locking a dinghy to the docks. Locks for dinghies will be cut at the owner's expense if a key is not provided to the Dock Master. Members who wish to put recreational dinghies at the dock should speak to the Dock Master.
  
11. The GHYC maintains a courtesy dock, which is a designated location for the short-term tie up of vessels, to accommodate passenger boarding, loading/unloading of gear, and similar temporary activities. Tie-ups at the courtesy dock shall not exceed 20 minutes, and the Vessel must be attended at all times. In the event a member or non-member exceeds this time restriction, the Dock Master may move the vessel, in the absence of the owner, and GHYC WILL NOT BE RESPONSIBLE for any damage resulting, caused by, or growing out of the relocation of the vessel. A Vessel Owner or member who violates the courtesy dock time restriction may also be subject to disciplinary action.



12. Vessels in distress seeking refuge at the courtesy dock must contact the Dock Master or other GHYC representative immediately upon tie up. Vessels are not to be repaired at the courtesy dock and must be removed as soon as possible so as to not inconvenience other members. Vessels which tie up or remain at the Club courtesy dock without permission are subject to being removed at the expense and sole risk of the owner.
13. Non-members are not allowed on the docks unless accompanied by a Club member or with the permission of the Dock Master. **Children under the age of twelve must wear life jackets/vests and be accompanied by an adult at all times while on the docks.**
14. During the customary boating season, the Dock Master, or his/her designee, may grant slip privileges not to exceed 7 consecutive days, based on the availability of vacant club slips. **ALL payments must be made in advance.** Extensions may be granted on the event there is no pending demand for the slip, **however; payments for the extension must be made in advance.** Slips may become available on short notice and members or non-members interested in short term rentals should speak with the Dock Master. **The length of time these slips are available fluctuate and are subject to change.** Each boat operated by a member or nonmember must register with the Dock Master and receive permission from the Dock Master, or his/her designee, to tie up at the GHYC before or immediately upon arrival at the Club. A contact phone number must be provided to the Dock Master or his/her designee. The vessel must vacate the rental slip by the agreed upon time. Charges for the use of the GHYC docks by members or non-members, as determined by the Board of Directors, and payable in advance to the GHYC (and not to the slip Vessel Owner). Any member or non-member boater using GHYC docks and facilities does so at their own risk and has sole responsibility for securing

- their boat for all weather conditions, or other contingency or circumstance. By exercising the privilege of docking at GHYC facilities, the boater thereby releases and discharges the GHYC, its officers, directors and members, from any and all liability whatsoever for any loss or damage to the boat and/or injury to the owner and the guests, visitors, and crew of the owner.
15. Maintenance and repair of the waterfront facilities is the responsibility of all members. It is the expectation that Vessel Owners will actively participate with other members in the upkeep and maintenance of these facilities. Any member observing any unsafe condition on the docks must report it to the Dock Master, and the Dock Master must be notified in advance of any contemplated work and/or modifications on the docks.
16. **October 2019 will be the last Winter Storage season for the Club.** The availability of winter boat storage (at rates determined by the Board) is subject to change from year to year. Space is available on a first come first serve basis with preference given to occupants from the preceding year. The dock master maintains a list of available storage space and is responsible for assigning space as it becomes available. All requests for winter storage must be submitted in writing (e-mail preferred) to the Dock Master after July 31<sup>st</sup> of the calendar year that the winter storage is to begin.
17. Trailers, boat stands, ladders and other personal winter storage materials are not allowed to be stored in the Club parking lot. Trailers that remain in the parking lot for more than 24 hours will be removed by the Dock Master at the owner's expense. GHYC WILL NOT BE RESPONSIBLE for any injuries or property damage resulting from, related to, caused by, or growing out of the removal and relocation of a trailer.

