



CORONADO CAYS YACHT CLUB

30 Caribe Cay Boulevard · Coronado, California 92118

(619) 429-0133 Office · (619) 429-8163 Fax

MARINA RULES and REGULATIONS

I. **AUTHORITY OF THE PORT CAPTAIN AND DOCK MASTER:** The Port Captain and Dock Master are responsible for informing members if they are violating any of the following rules, regulations, or guidelines. No other actions are required if the infraction is minor and corrected immediately. If the violation is a repeat infraction, is considered serious, or compromises the safety or structural integrity of the Marina facilities, then the member shall be advised in writing of the infraction with the corrective action required, if appropriate. If specific corrective action is required other than following the rules, the Port Captain or Dock Master have the discretion to determine the date when the infraction must be corrected. Generally, the following guidelines will be followed for establishing the time allowed to correct a rules violation involving physical discrepancies:

Safety discrepancies must be corrected immediately or as soon as possible. Less serious discrepancies must be corrected within a reasonable amount of time.

Discrepancies not corrected properly or within the established completion date will be corrected by the Club, and the Member will be charged for the work involved. Failure of member Marina tenants to comply could subject their vessel to being removed from the Marina at the member's expense.

II. **GENERAL MARINA RULES AND REGULATIONS:** All CCYC marina tenants must adhere to the following rules and regulations.

1. All marina tenants shall comply with all applicable rules, regulations, and instructions of the United States Coast Guard, the San Diego Unified Port District, other local harbor authorities, the Regional Water Quality Control Board, the City of Coronado, the San Diego Hazardous Waste Task Force, and all laws, ordinances, rules and regulations of any federal, state, city, local or other government agency. Any discharge of paint, sanding debris, hydrocarbons, or chemicals into the water is a violation of Federal and/or State law for which violators can be prosecuted criminally or civilly.

2. Courtesy berthing may be granted to yachts belonging to members of recognized yacht clubs and guests of the Coronado Cays Yacht Club when dock space is available. Visiting yachts that wish to occupy a slip must first show proof of insurance and registration/documentation for

the yacht. Such free courtesy berthing will normally be for a period of three days per visit for a total of no more than ten days. After three days, rates will be \$1.00 per foot based on the length of the visiting boat. Berthing for these guest yachts will normally be limited to ten days per visit and a total of twenty days in any calendar year. Members of the Coronado Cays Yacht Club in absent status who bring boats into the Club shall be considered as members of another recognized yacht club regarding berthing privileges and slip rental fees. The Board of Directors may make specific exceptions to this general policy as deemed appropriate under the existing membership circumstances or to conform to reciprocal privileges established with other yacht clubs.

3. The floating facility known as the "guest dock," shall be used for temporarily berthing visiting yachts and for embarking and disembarking passengers. During scheduled regattas and other scheduled events, the Port Captain or Dock Master may allow those boats directly involved with the event to tie up at the guest dock or anchor in the turning basin.

4. The use of the Dinghy Dock is limited to vessels less than 16 feet Length Overall (LOA). The length of continuous stay is limited to less than 24 hours.

5. The Board of Directors may limit the uses of a slip if it determines that such action is required for safety reasons or other issues injurious to the Club.

6. A member who removes their yacht from the Club premises for a period of more than 48 hours shall notify the Club office or Dock Master during Club business hours via phone, email, or in person prior to departing. Any slip temporarily vacant may be reassigned by the Port Captain or Dock Master for the duration of the vacancy.

7. A CCYC member who is not assigned a slip and wishes to bring their yacht to the CCYC Marina must contact the Port Captain or Dock Master prior to arrival to ensure adequate space is available for the intended stay. The Port Captain or Dock Master may be reached via phone or email as listed in the current Membership Roster. In all circumstances, proof of insurance and documentation/registration is required. If arrangements are not made prior to arrival, space on a vacant slip or guest dock can only be assigned if available.

8. Tenants are prohibited from sub-leasing their assigned slip.

9. Boats assigned to a slip will not be moved to any other slip without the approval of the Port Captain or Dock Master. Requests to change slips must be made to the Port Captain or Dock Master verbally or in writing. The Port Captain or Dock Master will consider such requests according to the dates of application.

10. The Club reserves the right to reassign slips at any time for any reason.

11. Whenever a Marina tenant is no longer a CCYC member for any reason, they shall immediately remove their boat from Club property. Following the death of a member without a spouse, registered domestic partner, or designated significant other, whoever has control of the decedent's boat shall remove it from the Club within thirty days of the member's death. If a deceased member's surviving spouse, registered domestic partner, or designated significant other retains Club membership and is or becomes owner of the decedent's boat, no change in slip assignment will be made. In the event there is no surviving spouse, registered domestic partner,

or designated significant other, an immediate family heir who inherits the decedent's boat shall be allowed to retain the slip as long as they are currently an equity member or are accepted as an equity member within 30 days and the slip fees are kept current.

12. Halyards shall be secured to eliminate noise. Dock lines shall be of adequate size for the vessel and shall be replaced when worn. All vessels occupying single slips shall be moored with a four-point tie-up; vessels occupying double slips shall be moored with a three-point tie-up. All vessels shall be fully equipped with dock/boat bumper/fender protectors at all times while the vessel is in slip.

13. Tying up yachts to other yachts attached to CCYC slips is prohibited except on race or regatta days or during special events and only with the approval of the Port Captain or Dock Master.

14. Hydro-hoists are no longer permitted in the Marina. Existing hydro-hoists may be allowed to remain as long as they do not take up more than one slip space and are deemed mechanically sound and do not pose harm or danger to the docks.

15. Slips and docks shall be clear of gear at all times to permit free access to the extreme ends of the docks. Nothing shall be placed on the walkways or docks which would prevent free access by emergency equipment and personnel. No portion of any Vessel shall overhang the walkway at any time (e.g., bow sprint, plank, bow pulpit, swim step). The following additional rules apply to the CCYC docks:

a. Dinghies, kayaks, and other small vessels or personal water craft are prohibited from being stored on the docks or walk ways (fingers). These vessels may be left in the water adjacent to the parent boat only if the space used is already included in the slip rental. They shall not be berthed in such a manner as to interfere with any other boat or fairways. These vessels may be stored on designated docks or floats designed specifically for that purpose. Dinghies, tenders or other floating implements are not allowed on docks or piers. The CCYC marina speed limit is steerage only, with no wake and speeds greater than 5 miles per hour.

b. Only removable, non-affixed, non-secured dock steps approved by the Port Captain or Dock Master may be placed on the fingers and must be no wider than one-half the width of the finger and no longer than five (5) feet. Approved dock steps must weigh less than 100 pounds (including any items stored inside the steps), and they must have a well maintained appearance.

c. Plants are not allowed on docks or dock steps (plants on-board must be maintained so that irrigation runoff does not enter harbor waters).

d. Without exception, all connections made to the Marina premises' receptacles shall be U.L. approved, weatherproof, three wire, and grounded type. Wiring must be of sufficient amperage for its use as specified by the National Electrical Code. CCYC marina personnel will disconnect undersized cords. Cords may not cross walkways nor be affixed or secured to docks.

- e. Supplies, materials, accessories, equipment or gear of any kind shall not be stored on the CCYC marina premises except in approved dock boxes. The only dock boxes allowed on the docks are those provided by CCYC. Each slip shall be limited to one (1) approved fiberglass dock box placed as directed by the Dock Master. Damage to dock boxes will be repaired or replaced by the Dock Master at tenant's expense. Equipment stored in the dock boxes must not weigh more than a total of 50 pounds. All cleaning materials stored in the dock boxes must be approved for marine usage and biodegradable. Unattended open containers of paints and other maintenance supplies on the docks are prohibited. Storage of any hazardous waste also is prohibited. Storing some materials such as unused solvents, varnish, oil-based products, fuel, etc. are possible only when placed in a secondary container. Appropriate CCYC personnel are authorized to enter the dock boxes in order to make repairs if, in the sole discretion of CCYC, such entry is necessary for the safety of marina premises or vessels therein.
 - f. Any firearms, fireworks or live ammunition must be safely stored onboard the marina tenant's vessel and are not otherwise allowed on any part of the marina premises.
 - g. CCYC dock carts must be returned to the Marina office storage area after use. Personal dock carts must be removed from the dock area after usage is complete. They may not be stored on the docks or walkways.
 - i. No skateboards, roller skates, bicycles or any other wheeled vehicles may be ridden on docks or decks. Bicycles may be walked on docks to the vessel in order to be stored on board.
16. No modification to the docks or associated facilities shall be made without prior written approval of the Port Captain or Dock Master.
17. If a marina tenant is selling their vessel, arrangements must be made to meet prospective buyers at the CCYC marina. Tenants selling their boats without a broker must be present to escort any prospective buyers to their boats. Owners selling their boats using a broker do not have to be present if the broker has registered with the CCYC administrative office and is present to escort any prospective buyers. Posting or exhibiting "For Sale" signs within the CCYC marina is prohibited. Owners shall notify CCYC if their vessel is for sale.
18. No cooking (grilling or barbecuing) is allowed on the dock. Grills of any kind cannot be stored or used on the docks.
19. Main engines, power generating equipment and other noise-making machinery shall not be operated between the hours of 9:00 p.m. and 8:00 a.m. except as necessary to enter or leave the slip. Engines shall not be operated in gear while the Vessel is secured to the dock. Unnecessary operation of engines in slips shall not be permitted. Other noise-making equipment or appliances shall be operated in compliance with all laws, ordinances, and rules.
20. The Club is responsible for the care and maintenance of telephone service from the terminals at the Marina to each slip. The Club is also responsible for maintaining the power and water lines that come from the shore terminal to the individual slip dock boxes or stanchions. Those slips without dock boxes must use alternate methods to get power and water to their boat. Members are responsible for all service wire, cable, jacks, and cords that feed their boats.

21. The Dock Master will provide a portable electric pump on request for the purpose of pumping seawater from boats.
22. No water or electrical cord connected to a boat shall be immersed in bay water.
23. All water connections to a boat shall be turned off when the boat is not occupied.
24. Normally only Club members who are the owners or charterers of a yacht shall operate the yacht from the Yacht Club property. Members may permit others to board or remove their boat from the Club property after advising the Dock Master, Port Captain, or Club Manager of their intentions, including the identity of the second party, duration of the use and proof of insurance coverage.
25. Boats commercially registered or available for commercial use will not be assigned slip space and will not be permitted to use the docking facilities of the Club without specific approval from the Board of Directors.
26. Swimming and diving from the docks or walkways is prohibited except for maintenance or Club-sponsored and supervised water safety training.
27. Members are expected to enhance the security of the Club premises, particularly the dock area, by positive awareness of persons or situations that may threaten the safety or security of the Club, persons or property, and to take such action as may be appropriate. The reporting of fires, boats in distress, and observed or suspected thefts is specifically expected. Disorderly or indecorous conduct by any marina tenant or tenant's family, agents, licensees or invitees that might cause harm to any other person or damage property or harm the reputation of the CCYC marina is prohibited. CCYC reserves the right to board any tenant vessel in the event of any unsafe condition or discharge of materials into the surrounding water causing a prospective hazard to the environment, marina premises or other vessels.
28. Members who do not have assigned slips for their yachts at the Club and wish to temporarily occupy a slip may be assigned any available space or facility by the Port Captain. After three days per visit, these members will be charged at the daily rate not to exceed the monthly rate for the slip. Such visits will be accommodated when space is available and authorized by the Port Captain. Boats temporarily berthed under this rule must leave the Club when directed by the Port Captain or Dock Master.
29. All tenants shall schedule and pass an annual boat inspection before the month and day that their lease was entered into (Anniversary Date). Full-time CCYC marina residents (live-aboard members) must have written approval from the Port Captain that shall be reviewed annually. A CCYC marina tenant who has not been approved for full-time resident status (live aboard tenants) shall not stay aboard a vessel for more than five consecutive nights in a one-week period or greater than a total of 12 days during any one-month period of time without being charged an additional monthly resident or live aboard fee established by the Board of Directors. Non full-time residents must notify the Club Office, Port Captain or Dock Master when their stay is greater than 5 consecutive days or more than 12 total days during any one-month period of time. CCYC marina tenants who temporarily live aboard their boat for a period of greater than 5

consecutive days or more than 12 total days during any one-month period of time must also meet the same vessel facility requirements as full-time marina residents. See Section III, Resident Status Rules for more details.

30. Members may allow their family members or guests to stay aboard their vessel under the following conditions:

- a. The family members or guests must be registered with the Club Office, and the Dock Master must be notified of the intended period of stay. Any stay longer than five days will be subject to the current monthly live-aboard fee and requirements.
- b. The number of family members or guests permitted for overnight stays cannot exceed the yacht facility requirements for resident status outlined in Section III, Resident Status Rules.
- c. At least one of the family members or guests must be 21 years or older to stay on the boat over night without the member owner being present.
- d. The member must sign a form stating they will be responsible for the actions, conduct, and any damage caused by their family and/or guests. This form may be obtained at the Club's administrative office.

31. Children under twelve (12) years of age are not permitted on the docks at any time without immediate and constant supervision of parents or other responsible adults. Non-swimmers or children under age twelve (12) must wear life jackets when on the docks or boat decks.

32. Cleaning of fish, recreational swimming, recreational diving, scuba diving, or snorkeling is prohibited on CCYC marina premises.

33. Animals must be tethered and restrained by a leash or in an appropriate cage when on the CCYC marina premises. It shall be the Owner's responsibility to immediately clean up after their pet should they soil any area, and dispose of the waste in an appropriate receptacle. CCYC shall be the sole judge of whether the pet owner's efforts to control their animals and pets are deemed to be adequate. No CCYC marina tenant can have more than two pets. CCYC reserves the right to evict any pets that have resulted in more than 3 written complaints that were deemed justified.

34. Subject to current procedures, qualified members may use the Club skiff when approved by the Dock Master as long as it does not interfere with any Club activities, employees' use of the boats, or require the assistance of the Club staff. The Club skiff is not to be used for any recreational purposes.

35. The following rules apply to CCYC storage sheds:

- a. The Club's administrative staff shall maintain and post a WAITING FOR SHED LIST. CCYC marina tenants have priority over non-marina tenants. The list will be in chronological order based on the date of the member's request with marina tenants listed first and non-marina tenants listed next.
- b. When a shed becomes available, the Club administrative staff will query the WAITING FOR SHED LIST in chronological order. If a member declines the offer of a

shed, their name will be moved to the bottom of the waiting list using the date they declined the offer. Normally, only one storage shed will be allowed for each CCYC marina tenant. If empty storage sheds are available and no waiting list exists, then temporary use of the available storage shed can be offered to CCYC marina and non-marina tenants on a month-to-month basis. The Club's administrative staff must check with the Dock Master before assigning an additional shed to a CCYC member.

36. Storage, possession and/or use of any illegal drug, controlled substance or hazardous materials (as defined by Federal or State agencies) are prohibited on any part of the premises.

37. CCYC marina occupants and their respective boats must participate in at least one club marine activity each year. Club marine activities shall be defined as club organized and scheduled events such as Opening day or Christmas Parade, raft ups, fishing events, Classic or Beer Can series sail fleet races, etc. If the Dock Master determines that a slip for which a waiting list exists is in violation of rule 37 he shall notify the occupant of the slip and board of his determination. The Board at their discretion may terminate the lease or adjust the per foot rate to South Bay market rates or both. provide applicable licensing/workman compensation documentation papers. Workmen will be required to sign a release of liability.

38. The CCYC parking lot is for parking only. Except for designated reserved parking spaces for Bridge Officers and Staff Commodores, no particular vehicle parking space is assigned or reserved and the availability of parking is on a "first come-first served" basis. CCYC reserves the right to limit parking to one vehicle per CCYC marina tenant slip agreement. CCYC marina tenants shall affix a parking permit to their vehicle as provided by CCYC. CCYC may allow guest parking on a "first come-first served" basis. No motor homes, campers, trailers or other oversized vehicles shall be parked in the parking lot unless specifically approved by the Commodore or Club Manager. Oversized vehicles must park outside the parking lot. CCYC reserves the right to control access to the parking lot in such manner as it shall determine in its sole and absolute discretion.

39. CCYC full-time marina residents may park a maximum of two full-time resident vehicles in the CCYC parking lot. Each vehicle must be registered with the Club Office and display a valid CCYC parking permit to the vehicle. Should a full-time resident require more than two vehicles on a temporary or permanent basis, an additional vehicle fee of \$100 per month will be charged to the member's account. The parking of more than two vehicles must be approved by the Club Manager in support of those full-time marina residents who permanently or temporarily maintain more than two individual live aboard on their vessel.

40. No vehicle shall be parked in the parking lot for a period in excess of seventy-two (72) consecutive hours unless specific arrangements have been made with the CCYC administrative office. A CCYC extended parking pass may be issued to members who are not marina tenants, reciprocal members and non-members who are guests of members. Overnight sleeping in any vehicle in the parking lot is prohibited.

41. CCYC marina tenants who are not full-time residents must obtain approval from the Club Manager to park a vehicle in the CCYC parking lot on a full-time or temporary basis in excess of the 72 hour limit and will be charged \$100 per month for said parking privilege. Approval shall

be limited to no more than one vehicle and said approval is at the discretion of the Club Manager based upon CCYC parking lot load.

42. Environmental concerns prohibit vehicle maintenance and the washing of vehicles in the parking lot.

43. CCYC members may not utilize CCYC as their mailing address unless they have been granted full-time resident status by the Port Captain. Should a non-full-time resident member utilize CCYC as their mailing address the member's account will be charged \$100 per month plus any direct expenses associated with such activity on the member's behalf until such time as said member changes their mailing address.

III. **FULL-TIME RESIDENT STATUS RULES (LIVE ABOARDS)**: The rules and regulations for full-time resident status are provided below.

1. Members who wish to reside full-time at the CCYC marina must apply in writing for Resident status (live aboard) to the Dock Master or Port Captain. If the member has not already been assigned a slip, the application for resident status can be made when filling out the slip request form and checking the block for Resident status. If a Member has a slip at the CCYC marina but has not been living aboard and wishes to do so, then they must submit a letter to the Port Captain and Dock Master requesting this change in status. CCYC marina tenants that are not full-time residents but desire to temporarily live aboard for periods of greater than 5 consecutive days must also notify the Dock Master of their intent to temporarily live aboard. In these instances, the member's vessel is subject to the same minimum vessel facility standards and annual inspection required for full-time residents.

2. Applicants for full time residency at the CCYC marina must be equity members in good standing.

3. Before a member is granted resident status, their yacht must be inspected and approved by the CCYC Boat Survey Committee and Dock Master for compliance with the CCYC Marina Rules and Clean Marina Program. Though an inspection of the member's boat is required after submitting an application for a slip, there are facility requirements and standards that must be met for a yacht with full-time residents living aboard. These requirements include:

a. The number of persons that can reside as full time residents on any member owned yacht is based on the yacht's Length-Over-Deck (LOD). Specifically:

- The minimum size yacht for one or two full-time residents at CCYC marina shall be 30 feet LOD.
- The minimum size yacht for three or four full time residents at CCYC marina shall be 35 feet LOD.
- Without a special exemption or waiver from the Port Captain or Dock Master, no more than four full time residents can stay on any yacht.

b. All yachts being used for full time residency must have Coast Guard approved and inspected Marine Sanitation Devices (MSD's) and holding tanks with pump-out

capability. The number of MSD's required depends on the number of residents that will be residing on the boat. Specifically:

- One MSD is required for one or two residents.
- Two MSD's are required for three or four residents.
- The number of MSD's required for any boat granted a special exemption for more than four residents will be determined by the Dock Master or Port Captain during the boat inspection required before being assigned a CCYC slip.

4. In granting resident status at CCYC marina, the Club assumes NO obligation for member's property, nor does the Club assume any obligation to provide CABLE, PHONE, WATER, ELECTRICITY, WIRELESS INTERNET, OR STORAGE SPACE AREA facilities or services.

IV. **ELIGIBILITY REQUIREMENTS FOR SLIP ASSIGNMENT**: The purpose of the following rules and regulations is to preclude members from entering into sham joint ownership agreements that can be used to unfairly progress up the slip wait list.

1. Only equity members in good standing are allowed to have boats at the CCYC marina. Before being assigned a Club slip, the equity member must provide copies of their boat's current registration, ownership documentation, or charter agreement if applicable, and proof of insurance to the Club's Dock Master or Manager. The insurance policy must list Coronado Cays Yacht Club as loss payee with a minimum limit of \$300,000 liability coverage. The Club's administrative staff shall maintain a file containing the required evidence of ownership/charter agreement and insurance for all yachts berthed in a slip at the Club.

2. Club members must provide evidence of renewed documentation or registration and insurance on or before their renewal date. Upon 30 days written notice from the Club office concerning proof of current ownership and insurance; slip fees will be doubled until such proof is provided.

3. Slip lease agreements may be terminated without cause by the Club or tenant lessee with a minimum of 30 day notice under normal circumstances. In the event the tenant lessee violates any rules or regulations of any governmental agency having jurisdiction or the Club's Marina rules or regulations, the Club may terminate the slip lease with cause with three days written notice.

4. For jointly owned, jointly chartered, or LLC registered yachts, the following will be strictly enforced:

a. Except for courtesy and transient berthing described in paragraph 1 of Section II, Slip Rules and Regulations, no boat will be berthed on Club property unless all owners or charterers of the boat are equity members of the Club.

b. The owners of jointly owned or chartered yachts, except those owned or chartered jointly by a member and their spouse/registered domestic partner, shall furnish the Club office with a copy of their joint ownership or charter documents and agreements before

occupying their assigned slip. These joint agreements must specifically state the percentage of ownership or charter participation of the respective owners or charterers and must have attached a sworn statement by the majority owner or charterer certifying that it is a true and complete copy of the original instrument. No oral agreement or understanding shall satisfy the terms and provisions of this paragraph.

5. All members must promptly report a change of ownership or joint ownership/charter rights in writing to the Port Captain or Dock Master for any yacht assigned a Club slip. This report must include a copy of the new ownership or charter agreement specifically stating the changed equity member names and ownership/charter percentages and a sworn statement by all the equity/charter members certifying that the document is a true, current, and complete copy of the new ownership or charter agreement. No oral agreement or understanding shall satisfy the terms and provisions of this paragraph.

6. Upon receiving a change of ownership report, the Port Captain or Dock Master must then determine whether the boat is eligible to remain in its Marina slip or be required to leave according to the following criteria:

a. A boat sold to a non-equity member or to a joint ownership that contains non-equity members, must be removed from the CCYC Marina within three days from the date of the change in ownership.

b. If the boat was owned by a single equity member, any new equity owner or joint owners will normally be required to remove the boat from the slip and follow the procedures listed in Section VII, Slip Wait Procedures. These procedures require removal of the boat from the dock within three days from the date of sale. However, if the new equity ownership has been on the wait list and is notified they are currently eligible for a slip in accordance with the slip wait procedures, then the boat can remain on the slip.

c. A change of ownership rights to any non-equity member or joint owners not all equity members of the Club will require the boat to be automatically removed from the slip within three days from the date the change of that new ownership became effective.

d. Any change in joint ownership or charter agreements that have not existed for at least one year will require the boat to be removed from the slip within three days after the change takes place. The boat may remain on the slip if the change takes place more than one year from the original joint agreement and all other criteria for slip eligibility are met. The new joint owners or charterers must remain the same for at least one year or any subsequent change will require the boat to be removed from the slip within three days.

7. Any joint ownership or joint charter agreements shall be reviewed by the Board of Directors to ensure compliance with the spirit and intent of the above regulations before slip assignments will be made.

8. Any former equity boat owner with a boat at the CCYC marina who no longer has an equity membership with the Club shall remove their boat from Club's marina within three days from the date the membership was terminated.

9. Following the death of a member whose spouse or registered domestic partner does not remain an active equity member of the Club, whoever has control of the decedent's boat shall remove it from the Club within thirty days of the member's death. If a surviving spouse or registered domestic partner retains Club membership and becomes the owner of the decedent's boat, no change in slip assignment will be made. In the event there is no surviving spouse or registered domestic partner, a family heir who inherits the decedent's boat shall be allowed to retain the slip as long as they are or become an equity member and the slip fees are kept current.

10. It shall be prima facie evidence of conduct injurious to the Club for a member who has been assigned a slip to use this slip contrary to the provisions and intent of these Slip Regulations or contrary to the terms of any slip Rental Agreement entered. Such conduct could result in membership termination by the Board of Directors.

V. **THE BOAT SURVEY COMMITTEE AND YACHT STANDARDS:** The CCYC Boat Survey Committee shall consist of the Port Captain and Dock Master and at least three members-at-large appointed by the Commodore after consultations with the Port Captain. The Boat Survey Committee's primary purpose is to ensure all yachts kept at the CCYC marina are properly maintained and comply with all Federal, State, and Club safety and environmental laws, rules, and regulations. The Standards apply to all yachts or boats which are either applying for, or currently assigned to a slip at the CCYC marina. The following mechanical and appearance standards shall be required of all yachts, boats, and associated handling equipment occupying space at the Coronado Cays Yacht Club:

1. All Yachts shall be maintained in a condition that not only meets Coast Guard safety requirements, but also are mechanically and aesthetically maintained to favorably reflect upon the Coronado Cays Yacht Club.

2. Boat modifications or maintenance performed while in the slip shall be limited and conducted only in accordance with the CCYC Clean Marina Program that includes the best environmental and management practices for cleaning, sanding, painting, and avoiding hazardous spills of any kind. Section X of the CCYC Marina Rules and Regulations describes the authorized best management practices permitted on the CCYC marina.

3. The yacht shall always be secured in a seamanlike manner as specified in Section II, Item 12. The owner must not become dependent on Yacht Club employees or other members for the safety and security of their boat.

4. A yacht occupying a CCYC slip shall be capable of getting underway from its slip and performing the underway-yachting activities appropriate to comparable yachts. The Yacht must get underway at least once each year. Upon noting that a vessel appears neither capable of getting underway, or been underway within a calendar year in the manner the vessel was designed, the Boat Survey Committee shall notify the member that they must demonstrate the ability to get underway and notify the Dock Master or Port Captain the date and duration of underway time. Waivers to this requirement may be granted in special circumstances as long as the boat is deemed sea worthy of getting underway by qualified individuals in the event of a fire or other emergency that requires the boat to depart the CCYC marina.

5. The Boat Survey Committee shall notify the Board of Directors if a boat in the CCYC marina has failed to meet the underway requirement and has not been granted a special waiver. The Board of Directors shall then request the owner to demonstrate compliance with these rules by getting underway in the manner the vessel was designed. The duration and distance of the underway time shall be set by the Boat Survey Committee as appropriate for the type boat to demonstrate the ability to perform underway-yachting activities. If requested, a Coast Guard Auxiliary safety inspection may need to be submitted to certify the safety and sea worthiness of the Yacht. The Board has the discretion to apply additional safety requirements as it deems necessary. Such requirements shall be applied as unobtrusively as possible.

6. The Boat Survey Committee is expected to monitor compliance with the above standards. The Committee shall make regular reports to the Board on its activities, compliance requirements imposed, and problems encountered. If the Boat Survey Committee reports a yacht's non-use or its mechanical and/or aesthetic neglect, the Board of Directors shall summon the owner before the Board to show cause for why the yacht should not be ordered removed from the Club.

VI. **SLIP ASSIGNMENT GUIDELINES**: The following guidelines will be followed when making slip assignments.

1. Tenants shall not sublet their slip. In the event the Club sublets a slip, the original tenant will still be responsible for 50 percent of all slip fees due without right of offset from any amounts collected by the Club from the sub-lessee. The sub-lessee will be responsible for 100 percent of all slip fees, without right of offset from any amounts collected by the Club from the tenants.

2. Slip use policy determined by the Board of Directors acting through the Port Captain or Dock Master as its agent shall be to maximize slip space for member usage, enhance the security of the docks, and encourage active participation in boating activities.

3. Any equity member not in absentee status may submit a request for a slip in writing using the CCYC Marina Slip Application Form attached to these Marina rules. The Slip Application Form must be delivered to the Club office during working hours. Incomplete forms cannot be accepted. Some of the required information includes:

- a. Type of boat (power or sail)
- b. Boat Name
- c. LOA, Beam, and Draft
- d. Boat Manufacturer
- e. Insurance carrier
- f. Copy of last Survey
- g. Last Haul Out Date
- h. Current photographs of the boat

5. The Club's administrative personnel will enter date and time of receipt and forward the request to the Port Captain or Dock Master who will:
 - a. Acknowledge receipt by endorsement,
 - b. Assign the member a slip, if available,
 - c. Enter the request on the appropriate list chronologically by slip length, according to the time and date of receipt annotated by the Club administrative staff.
 - d. Return the original to the office for the member's file.
6. Each member is allowed one slip, if available. Exceptions to this rule must be approved by the Board of Directors.
7. Determination of required slip size will be confirmed by the Port Captain by measuring the dimensions of the boat. The required slip-size will be based on the following dimensions:
 - a. Length Overall (LOA) which includes the bowsprit, bow anchor, swim step, dinghy or davits, self-steering gear, or any other normal appurtenance in its normally installed position.
 - b. Length Over Deck (LOD) which is the measurement from the bow to the stern of the main deck.
 - c. The overall beam of the boat, to ensure that adequate spacing is maintained in slips.
 - d. The draft of the boat.

VII. **SLIP ASSIGNMENT PROCEDURES:** The procedures for slip assignments at the CCYC marina are listed below:

1. When assigned a slip, the member must complete and sign a Slip Rental Agreement. This Slip Rental Agreement requires the member to strictly adhere to the requirements of the CCYC Clean Marina Program and Best Management Practices as described in Sections IX and X of these CCYC Marina Rules and Regulations. Upon occupying the slip, the member is required to establish proof of boat ownership or charter agreement as outlined in Section IV, Eligibility Requirements for Slip Assignment.
2. The Port Captain or Dock Master will use the following guidelines when making slip assignments. The maximum size boat assigned to any slip should normally be no greater than the assigned slip length +7 percent rounded to the nearest foot or + 6 percent rounded to the next foot. Boats with a length less than the slip size are conforming if the boat length is greater than the next smallest available slip size. The Port Captain or Dock Master may deviate as reasonably necessary from these guidelines to fit special conditions.
3. A boat assigned to a slip according to the above guidelines is considered a CONFORMING BOAT and the slip a CONFORMING SLIP.

4. If a slip is not occupied by the Member's conforming boat for a period of three months after acceptance of a slip assignment, the Slip Rental Agreement may be terminated. The Board of Directors may, in special circumstances, extend this time period for circumstances involving extended cruising, offshore delivery, or extensive yard repair. The request for extension must be in writing and submitted to the Board of Directors before the time expires. CCYC marina tenants will still be responsible for all slip fees due without right of offset from any amounts collected by the Club from a sub-lessee.

5. A Member who departs the Southern California area to cruise for a time period of less than one year may retain their slip by filing a cruise/float plan and paying all fees. If the Member plans to cruise longer than one year they must relinquish their slip and may apply in writing to the Board of Directors for extended cruising status as mentioned above. The member granted extended cruising status can maintain their active membership or apply for absentee status as specified in the Club By-Laws. A member who anticipates being gone for more than six months may at their discretion surrender their slip and be placed at the top of the wait list for the same size slip on their return.

6. If a Member sells or otherwise disposes of their Yacht or boat, it must be removed from the slip within three days of change of ownership. If the member intends to replace the boat, they may retain and leave the slip vacant for a period of up to three months starting after the date of ownership change of the boat vacating the slip in accordance with paragraph 4 of this section. This period may be extended to six months if approved by the Board of Directors for special circumstances where the member cannot obtain a replacement yacht in the three month time period for reasons beyond his control.

7. Inside Tie Assignment and Fees:

- a. Inside tie slip rates are calculated in the same manner as all other slips and shall be at a rate 35% of the then current per foot slip rental rate.
- b. Vessels assigned to Inside Ties requiring power shall be subject to the standard minimum monthly electricity fee charged to all other vessels that do not exceed said minimum;
- c. Unlike other slips, Inside Ties are not considered exclusive use slips and as such are by their nature shared use for multiple vessel assignment by the Port Captain or Dock Master, i.e. more than one vessel may be assigned a specific location to reside on an Inside Tie.

VIII. **SLIP WAIT LIST PROCEDURES**: When slips are not available to fill all slip requests, the Dock Master will maintain a SLIP WAIT LIST displayed in the Clubhouse. The SLIP WAIT LIST will be sequenced by date of slip request according to slip size. All assignments will be made in writing and include date established. Any changes made to a CCYC marina slip request will be entered using the date the change was made for priority status. When a slip becomes available for assignment, it will be offered to the member with the oldest date of request in that slip size category according to the following procedures:

1. The member at the top of the slip wait list has a 72-hour period to respond to the offer or the next member on the list will be offered the slip.
2. If a member does not respond to a slip offer within the allotted 72-hour period of being informed of the slip availability or declines the offer, the member's name will be removed from the slip wait list for 60 days.
3. If the member on the slip wait list accepts an offer to lease the slip and does not currently own a yacht or boat, the member shall start paying for the slip immediately. The member will then have 90 days to find a suitable boat to occupy the slip that meets the ownership criteria specified in Section III, Eligibility Requirements for Slip Assignments. The Board of Directors may, in special circumstances, extend this time period when the member experiences unexpected problems with delivery of his boat beyond his control. The request for extension and reasons must be in writing and submitted to the Board of Directors before the time expires.
4. If the 90-day period expires before the member can occupy his assigned slip with a yacht meeting the Club's "ownership criteria," then the member shall lose all rights to the assigned slip and will be dropped from the wait list for 60 days. The Port Captain or Dock Master may extend this time period if there are no members on the wait list for that size boat.
5. Members that have been dropped from the slip waiting list for any of the reasons listed above may reapply to be placed at the end of the list after a 60 day waiting period by completing the appropriate CCYC Marina slip form

IX. ADHERENCE TO AND REQUIREMENTS OF THE CCYC CLEAN MARINA

PROGRAM: All CCYC members must adhere to the CCYC Clean Marina Program. CCYC marina tenants can contact the CCYC Port Captain or Dock Master with any questions about the Club's Clean Marina Program. Information about the program may also be obtained at the Club's administrative office or by contacting the Club Manager. All members that are assigned a slip in the CCYC Marina are required to sign a statement indicating they have read, understand, and will adhere to the program requirements. Tenants declining to sign will be subject to having their boat removed from the CCYC marina. Specific details of this program are listed below.

1. CCYC marina tenants shall not throw, discharge, or deposit from vessels or floats any solid or liquid materials including but not limited to hazardous refuse, oily bilge liquids, hazardous galley drain water, or inflammable liquid ("Waste Materials") into or near the CCYC marina premises. Furthermore, CCYC marina tenants must adhere to the following elements of the CCYC Clean Marina Program:
 - a. Vessels with automatic bilge pumps shall be maintained in a manner that will prevent hazardous waste from being pumped automatically into the water.
 - b. Overboard discharge of marine sanitation devices is strictly prohibited at the CCYC marina. Marine Sanitation Devices must be properly installed and operated at all times. All CCYC marina tenants must avoid improper disposal practices such as pumping overboard within three miles of the nearest land. All CCYC members are expected to

follow the rules and regulations of the U.S. Environmental Agency's "No Discharge Zone" that includes San Diego Bay, Mission Bay, Oceanside Harbor, and Dana Point Harbor. Members must also adhere to the Federal Clean Water Act, the San Diego Unified Port District Code, and related city and county codes.

c. Disposal of hazardous waste anywhere on Club property is strictly prohibited. This includes expended batteries, oil waste, used filters, expended zincs, expired flares, etc.

d. Every precaution should be taken to guard against fuel spills including the use of oil- absorbing materials in the bilge. If a fuel spill occurs in spite of precautions, the use of detergents and emulsifiers is prohibited. All spills, whether fuel, chemical, or other material, shall be cleaned up immediately.

e. Alongside or underway, sound practice requires compliance with the laws and regulations that define legal disposal.

2. All non-hazardous waste materials shall be deposited in the appropriate receptacles within the CCYC marina premises, subject to CCYC supervision. Marina tenants shall not empty any sanitation device in any toilet or lavatory facility on marina premises.

3. Any boat maintenance performed at the CCYC marina must be approved by the Port Captain or Dock Master. The CCYC marina tenant must submit a written request explaining how the boat maintenance to be accomplished will adhere to all elements of the CCYC Clean Marina Program and Best Management Practices. Major boat construction, maintenance, repair, painting, or overhaul shall not be permitted on CYC marina premises. CCYC shall be the sole judge as to what constitutes "major construction, maintenance, repair, etc." However, any boat maintenance affecting more than 25% of the topside deck length shall normally be considered major. Except for routine hull cleaning, no hull sanding, paint removal, spraying, or scraping shall be performed on marina premises. The policy for underwater hull cleaning follows:

a. In order to keep paint intact on the hull and prevent contaminates, such as copper contained in antifouling hull paint from entering the water, hull cleaners:

- (i) Shall use only carpet, sponge or soft nylon material to clean the hull
- (ii) Shall not use aggressive abrasives such as sandpaper, stainless steel pads, and/or scrapers on hull paint
- (iii) May use stainless steel pads and brushes or scrapers on unpainted metal only (e. g., shafts, props, struts, etc.).

b. Expended zincs shall be removed to shore and recycled in a legal manner. It is the boat owner's responsibility to ensure divers hired to clean their yacht's hull comply with this policy.

c. Recognizing the potential environmental effects of toxic materials, only legal hull paint or nontoxic coverings shall be used on boat hulls. Members must observe the published sound practices for the application and maintenance of hull paints.

4. No storage of flammable or combustible materials of any type including, but not limited to gasoline, diesel fuel, oils, lubricants, kerosene, "white gas," paints, thinners, cleaners, turpentine, solvents, resins, epoxy, or catalysts are allowed on CCYC docks, or under dock steps.

X. **ADHERENCE TO CCYC BEST MANAGEMENT PRACTICES**: The CCYC "Best Management Practices" listed below must be followed by all CCYC marina tenants.

1. The following general cleaning practices shall be followed by CCYC marina tenants:

a. In-water hull scraping and/or any process that occurs underwater that results in the removal of paint from boat hulls are prohibited.

b. In-water hull cleaning processes performed by divers following BMP'S established by the California Professional Divers Association and accepted by the San Diego Port District in its Divers Certification Course is authorized.

c. Slip occupants shall use only detergents and cleaning components for washing boats that are phosphate-free and biodegradable. Amounts used shall be minimized. The Dock Master can assist with recommendations for detergents and cleaning compounds that are acceptable.

d. The use of detergents, cleaners and/or brighteners containing acids, ammonia, phosphates, sodium hypo chlorite, chlorinated solvents, petroleum distillates or lye is prohibited.

e. Any surface preparation and/or cleaning on the docks must use tarps and debris collection devices to assure that vessel debris does not contact harbor waters. Dust and debris should be vacuumed every time the tarp is moved. The Dock Master has a waterproof tarp and drip pan that can be checked out for use by CCYC marina tenants to help ensure compliance with this requirement.

f. No maintenance materials, equipment, debris, or waste shall be placed or stored where it may be subject to wave or wind erosion and dispersion.

2. The following practices and procedures for boat painting and varnishing shall be followed by CCYC marina tenants:

a. Painting and varnishing shall be limited to minor maintenance, touch-up, and/or repairs. Paint removers and spray paint guns are not allowed. The Dock Master shall be the sole judge of what work constitutes minor maintenance and the slip occupant shall cease any maintenance work immediately upon the direction of the Dock Master or his designated representative.

b. Major, full-scale painting or varnishing must be accomplished in a commercial boat maintenance yard. Owners should use nontoxic and legal hull paints.

c. The mixing of paints and epoxies must always take place over contained drip pans or waterproof tarps. Spills or drips of coating materials must be avoided, but if they occur they must be collected and properly disposed immediately upon occurrence.

- d. Spray painting is not allowed within the Marina.
 - e. Paints or solvents may not be thrown in the harbor/marina waters, CCYC marina dumpsters, or marina trash receptacles.
 - f. Tenants must use environmentally-safe liquid cleaning materials. Only the amount of non-hazardous liquids required for minor maintenance work should be stored safely onboard or in a dock box inside a secondary container.
 - g. The Dock Master can provide information on the nearest and currently approved recycling and disposal locations.
3. The following practices and procedures associated with sewage must be followed by CCYC marina tenants:
- a. Untreated sewage is prohibited from being discharged overboard into harbor waters.
 - b. Sewage shall be stored in holding tanks (Marine Sanitation Device-MSD) Type III and disposed of at specifically designated public sewage pump-out stations. The slip occupant shall provide access to the Dock Master or his representative to test the MSD as much as twice a year to assure that the MSD holding tank is sealed and valves in the proper position to avoid overboard discharges. This test may be composed of injecting an environmentally-approved dye liquid or pill into the holding tank and checking for leaks. If leaks are detected, the slip occupant shall immediately have the MSD serviced or replaced. Failure to take immediate action is grounds for eviction from the CCYC marina.
 - c. The Dock Master can provide the telephone numbers of commercial pump out services, if appropriate, for the boater's convenience.
 - d. Any MSD must be discharged no nearer than 3 miles out to sea, beyond any breakwater.
4. The following practices and procedures for the handling or recycling of solid waste or trash shall be followed by CCYC marina tenants:
- a. All trash must be disposed of in proper receptacles. Only solid (trash) waste is to be placed in receptacles. No liquid waste or items considered hazardous materials are to be placed in receptacles. Disposal of non-authorized waste by placing at/or near proper receptacles is forbidden.
 - b. When appropriate, items deemed as "recyclable" will be placed in proper containers used for recyclable materials.
5. The following practices and procedures for the handling and management of liquid waste storage shall be followed by CCYC marina tenants:
- a. Liquid Hazardous Waste materials are identified as the following items:
 - Old gasoline and diesel fuel

- Water mixed with gasoline
- Used oil
- Oily water
- Oil filters
- Oil absorbent materials
- Antifreeze
- Lead acid batteries
- Paints
- Solvents
- Other hazardous waste products

b. All liquid waste materials must be transported and disposed of at an approved, certified waste handling site by the marina tenant.

c. Storage of antifreeze, lead acid batteries, used oil, and oil filters is prohibited.

d. Pouring hazardous liquid waste products into the harbor waters is strictly prohibited.

e. CCYC Marina tenants may use absorbent pads to capture liquid waste products onboard their boats. When used, an absorbent pad becomes hazardous waste and must be transported and properly disposed using the CCY absorbent pad exchange program or at approved waste disposal sites provided by the Dock Master or CCYC administrative office. Used absorbent pads are not to be placed into any trash receptacle, but can be placed in the receptacle used for the CCYC absorbent oil exchange pad program. Marina tenants should contact the Dock Master with any questions regarding proper disposal of used absorbent pads.

f. Bilge water is considered hazardous liquid waste if contaminated with oil or any other hazardous substance previously identified in this section above. Bilge water must be evaluated for type and amount of oil contamination prior to deciding the proper handling and removal procedure to be followed. The Dock Master will assist the marina tenant in determining whether bilge water is contaminated with oil and needs to be treated as hazardous liquid waste. Large amounts of contaminated bilge water must be removed by a certified waste handling firm. Cost of disposal will be borne by the marina tenant. Small amounts of bilge waste can be handled by using absorbent pads. Proper removal, containment, transportation and disposal of the contaminated bilge water and any absorbent pads shall be the responsibility of the marina tenant who shall also be responsible for all costs.

6. The following practices and procedures for fueling and containing petroleum spills shall be followed by CCYC marina tenants:

a. All members are strongly encouraged to fuel their vessels only at authorized facilities designated for that purpose. If circumstances require using a portable gas can to fuel a vessel at the marina, extreme caution and adherence to the following procedures must be followed:

- The portable gas can must be completely free of any leaks.
- Put out all smoking materials and secure your boat to the dock.
- Know how much fuel your boat holds and how much you need.
- Turn off engine(s), electronics, and extinguish all open flames.
- Ensure boat is level and do not refuel when weather conditions are not safe.
- Use an appropriate funnel to guard against spills while pouring gas.
- Use an absorbent pad or donut around deck fill to catch spills.
- Catch spills from the fuel vent with a device like a “No Spill.”
- Wipe up all spills and drips on deck from the overboard fuel vent.
- Dispose all pads properly.
- Do not use detergents to disperse a sheen or spill on the water – it is illegal.
- Open ports, hatches, and doors to ventilate.

b. Oil and diesel fuel must be recycled properly. The Dock Master can provide a list of certified disposal sites and services.

I have read, fully understand, and agree to abide by the above-stated Marina Rules and Regulations and all amendments thereto as provided above.

CCYC Marina Tenant Signature:

Dated:
