

# **SANTA ROSA YACHT AND BOAT CLUB**

## **OPERATING RULES AND ENVIRONMENTAL POLICIES**

**IMPORTANT: In the best interest of all slip owners, wet slip subleases and renters: All slip owners, wet slip subleases, slip renter and guest are required to adhere to yacht club operating rules and environmental policies. Your cooperation is needed and appreciated. The term “marina” in these rules includes all marina property, parking areas, driveways, hangar, offices, walkways, jetty, and all other parts of the Santa Rosa Yacht Club Owners Association, Inc. (SRYC) uplands property in addition to the slips, docks, piers and waterways within the SRYC submerged land lease.**

**ALL OBLIGATIONS TO RELEASE FROM LIABILITY, HOLD HARMLESS, DEFEND, AND INDEMNIFY SRYC INCLUDE INCIDENTS OR CLAIMS ARISING OUT OF, OR CAUSED OR CONTRIBUTED TO BY, SRYC’S NEGLIGENCE, STRICT LIABILITY STATUTORY OR REGULATORY VIOLATION, OR OTHER FAULT, AND INCLUDING, WITHOUT LIMIT, CLAIMS, DAMAGE, INJURY, AND/OR DEATH ARISING OUT OF PREMISES OR EQUIPMENT DEFECTS, WHETHER OR NOT SUCH DEFECTS PREEXIST THE FORMATION OF THESE RULES OR VESSEL OWNERS AGREEMENT TO BE BOUND BY THEM.**

- 1. The Dock Master, representing the Board of Directors of the owners association has full authority in the interpretation and enforcement of all rules and decisions affecting the yacht club operation. Every vessel entering the yacht club will be immediately become subject to the directions and decisions of the Dock Master.**
2. The United States Navigation Rules, Admiralty Law and Rules of the Road apply to all vessels in or approaching SRYC.
3. The speed limit of any vessel in the club waters shall be at a speed that does not create a wake.
4. All vessels berthed at SRYC shall be properly documented and/or registered and numbered as required by the State of Florida and the U.S. Coast Guard.

5. The owner of any vessel kept at SRYC, whether in a wet slip or dry storage, is required to have a minimum of **\$500,000.00 liability insurance** on their vessel and execute a hull and equipment recovery waiver or have sufficient hull and property insurance to cover the full value of their vessel and equipment. “Santa Rosa Yacht Club Owners Association” must be an Additional Insured in each policy and underwriters must waive subrogation rights as to “Santa Rosa Yacht Club Owners Association. Every vessel owner with a vessel in dry storage or wet slip or both must maintain on file with Dockmaster a current Certificate of Insurance showing the required coverage and that “Santa Rosa Yacht Club Owners Association”. In the event of a lapse cancellation, or other termination for any reason, the vessel owner must notify SRYC immediately.
6. No person may dock or berth any vessel at the yacht club which is in unseaworthy condition or so deteriorated as to pose a danger of sinking or damage to yacht club property or other vessels. The Dockmaster may grant an exception in case of extreme emergency.
7. In the event a vessel is shipwrecked or sunk in the marina, for whatever reason, it is the owner’s responsibility to mark the location and shall arrange for prompt raising and disposition of the vessel at the owners expense and assume all liability for damages to the environment, the club or other vessels.
8. All vessels are to be docked and secured properly and docking equipment must be maintained in good condition. The Dockmaster may, in the event of an emergency or at any other time, board any vessel not properly docked and provide lines and fittings or otherwise adjust the vessel to prevent possible damage to the vessel, other vessels or yacht club property. Lines fittings and labor thus extended will be charged to the boat owner on a non-refundable basis. **The charges are set as follows: \$250 plus the cost of the lines for boat tying and adjustment during normal non storm times. \$1,000.00 plus the cost of the lines during a pre-storm or storm event prep. \$5,000.00 if the boat needs to be professionally moved during storm events.**
9. At the time of launch of a dry storage vessel, the owner and/or operator of the vessel should be available to board the vessel at the floating dock adjacent to the boat launch lift hoist. For the safety of all concerned, it is important that all other boat occupants, guest, gear, etc. be loaded on and off vessel at the C-Pier. Both sides of this pier are provided exclusively to accommodate dry storage boats for loading, unloading and temporary mooring. Dry storage boat owners/operators should not return their boat to the launch area unless requested to do so by the Dock Master. Otherwise, moor all dry storage boat on either side of the C-Pier. Caution: Always moor your boat as if it will be in storm conditions. Serious damage may occur to boats at any time they are not properly moored.
10. No vessel shall dock at the designed FUEL PIER except while in the actual process of taking on fuel and ice or receiving a holding tank pump out. Unloading of guests onto the FUEL PIER AND C-PIER while receiving fuel is permitted and recommended. Vessels should not be left unattended at the FUEL PIER.

- 11.** Fueling of vessels is permitted at the fuel pier ONLY. Each vessel being fueled is required to have fuel absorbent pads on board and to use such pads to retrieve any spilled fuel. In the event staff must provide such pads, the vessel owner/operator will be a charged appropriately.
- 12.** Dry storage vessels may not occupy wet slips on Dock A or Dock B. Dry storage boats shall dock only along Dock C. Only dry storage boats shall moor and berth within the designated temporary slips provided on Pier-C. No vessel shall dock along the seawall or along the deck area between B and C dock.
- 13.** Use of wet slips is restricted to the occupancy of vessels belonging to the slip sub-lessee or to a legal renter of said slip. EXCEPTION: A dingy or similar small vessel also belonging to the legal occupant of the slip, may also occupy the slip provided that neither vessel extends beyond the boundaries of the slip.
- 14.** Definition of LIVE ABOARD: Either vessel or person may meet the definition of live-aboard as follows: A vessel meets the definition of Live Aboard when docked at the SRYC facility and inhabited by a person or persons for any five (5) consecutive days or a total of 10 days within any 30 day period. The term Live Aboard also includes and persons who inhabits any vessel docked at SRYC facility for 5 consecutive days or a total of 10 days within any 30 day period.

In no event shall a Live Aboard status for the inhabitant or the vessel exceed 6 months within and 12 month period, nor shall any vessel constitute a legal or primary residence. Any persons inhabiting a vessel docked at SRYC facility for any 5 consecutive or a total of 10 days within a 30 day period shall complete the SRYC Live Aboard form and provide it to the Dockmaster before completing the 5<sup>th</sup> consecutive day of occupancy or the 10<sup>th</sup> day within any 30 day period.

The SRYC Board of Directors shall determine when a person and or vessel shall become classified as a Live Aboard consistent with the definition above. Once a person or vessel becomes classified as a Live Aboard, notification of non-occupancy or the vessel shall be the responsibility of the inhabitant. Whenever a vessel is classified as a Live Aboard, the vessel is considered to occupied each day thereafter except when the owner informs Dockmaster on a SRYC Live Aboard form that he vessel will not be used as a Live Aboard as defined above, until further written notification. The Live Aboard notification requirement applies to all SRYC owners, tenants, guests, renters and members.

Each wet slip sub lessee shall ensure that no vessel or inhabitant who meets the above definition of Live-Aboard shall remain at the SRYC facility for a period exceeding 6 months in any 12 month period. There shall be no Live Aboard circumstance or personal inhabitation of the clubs premises that could cause the club to be in non-compliance with SRYC Sub-merged Land Lease with the State of Florida.

15. **THIS MARINA IS NOT TROPICAL STORM OR HURRICANE PROOF.** Severe damage can be caused to the marina's docks, piers, pilings, utilities and upland property by vessels within the marina's basin during a Tropical Storm or Hurricane. Owners of vessels in the marina's basin during a Tropical Storm or Hurricane are financially responsible for all damages caused by their boats. All owners of vessels moored in marina's basin are responsible for making evacuation arrangements from the marina's premises once a Tropical Storm or Hurricane has entered the Gulf of Mexico. In the interest of the owner's personal safety and/or the safety of those who are assigned by the owner to handle the vessel evacuation, removal of said vessels should occur before the marina is included in the area of Tropical Storm or Hurricane Watch and Warning. Waiting to see whether the area may become affected by the Tropical Storm or Hurricane may be too late to safely move the vessels.

#### **NOTICE TO VESSEL OWNER**

**SANTA ROSA YACHT AND BOAT CLUB HEREBY INFORM YOU THAT IN THE EVENT YOU FAIL TO MOVE YOUR VESSEL FROM THE MARINA PROMPTLY (WITHIN 24 HOURS) AFTER THE ISSUANCE OF A TROPICAL STORM OR HURRICANE WATCH WHICH INCLUDES GULF BREEZE, FLORIDA UNDER FLORIDA LAW, SANTA ROSA YACHT AND BOAT CLUB OR ITS EMPLOYEES OR AGENTS ARE AUTHORIZED TO REMOVE YOUR VESSEL, IF REASONABLE FROM ITS SLIP OR TO TAKE ANY AND ALL OTHER REASONABLE ACTIONS DEEMED APPROPRIATE BY SANTA ROSA YACHT AND BOAT CLUB OR ITS EMPLOYEES OR AGENTS IN ORDER TO BETTER SECURE YOUR VESSEL AND TO PROTECT MARINA PROPERTY, PRIVATE PROPERTY AND THE ENVIRONMENT. YOU ARE FURTHER NOTIFIED THAT YOU MAY BE CHARGED A REASONABLE FEE FOR SUCH ACTIONS. THE FEES ARE AS FOLLOWS: \$1,000 PLUS THE COST OF LINES TO SECURE YOUR VESSEL AND OR \$5,000 TO HAVE A PROFESSIONAL CAPTAIN MOVE YOUR VESSEL. SANTA ROSA YACHT AND BOAT CLUB SHALL NOT BE HELD LIABLE FOR ANY DAMAGE INCURRED TO A VESSEL FROM STORMS OR HURRICANES AND IS HELD HARMLESS AS A RESULT OF SUCH ACTION.**

16. Owners of all vessels in wet slips are required and responsible to have a written STORM EVACUATION PLAN on file with the Dock Master regarding their plan to remove their vessel from the club's harbor when a named storm first enters the Gulf of Mexico. The vessel owner, without call or reminder from any club employee, is fully responsible to follow this plan any time the occasion should arise to do so.

17. Vessel owner agrees to exercise due care in the occupation and use of the SRYC premises. Owner agrees to be financially responsible to Marina for damages caused by the vessel owner to docks, pilings, bulkhead, utility lines, and other property located at the Marina. Owner also agrees to be financially responsible for guests and those who occupy their slips for damages and charges that the guests may incur.
18. The owner of each vessel is personally responsible for the conduct and behavior of their guests, employees, boat mechanics and subcontractors. Profanity, intoxication, obnoxious behavior, obscene pictures, language or gestures, signs advertising sexual orientation and nudity are prohibited at all times. Running on sidewalks and or docks is prohibited. Skateboards. Skates, bicycles and scooters are prohibited on docks, waterside decking and launch area.
19. This policy applies throughout the Marina. Fishing, cast netting, crab traps, bait buckets, holding cages or similar devices are allowed within the boundaries of the sub-lessees own slip. All other fishing activities are subject to prior approval by the Dockmaster. When guests engage in fishing activities, they must be accompanied by their sponsor member. At his or her discretion, the Dockmaster may stop, limit or deny any fishing activity that threatens safety in the marina or interferes with any sub-lessees peaceful enjoyment of his or her slip. It is anticipated that permission for all fishing activities will be restricted during busy times and relaxed when boating and marina maintenance activities are lax. Within the guidelines above, it is the intention of the SRYC Owners Association to accommodate the fishing activities of our members and guests. Please remove all bait residue and trash to receptacles on shore. In the event of a Tropical Storm or Hurricane, do not leave bait buckets, crab traps, holding cages, etc. in the water or on docks. They must be discarded.
20. Minor repairs to and maintenance of vessel may be carried out while the vessel is its proper wet slip provided that all work is done within the confines of the vessel and not upon docks and piers. Such repairs or maintenance must not adversely impact any other vessel or have any effect upon the environment. The use of welding machines, cutting torches or other open flame is prohibited.
21. Spray painting and sandblasting are prohibited. All sanding must be done with approved vacuum or dustless sanders.
22. Scraping of aquatic growth or bottom paint in the maintenance area is prohibited. Aquatic growth may be removed from boats moored in a wet slip. Bottom paint removal is prohibited.
23. Boat owners or outside contractor's utilizing the maintenance area shall clean up the area completely upon completion of maintenance.
24. Work racks are available on an available space basis. Boats will be allowed up to one full day during the week and one-half hour on the weekend and holidays when there are others waiting to use the rack. Unattended boats will be returned to dry storage.

25. The Dockmaster may require any vessel to temporarily change berths for the purpose of repairs, maintenance, construction or any other reason the Dockmaster deems appropriate.
26. No person, except the Dockmaster or their staff, shall board, move or any way tamper with any vessel docked at SRYC without the consent of the vessel owner except to protect life or property.
27. Laundering and or drying of laundry on docks, piers, decks, lines and rigging is prohibited.
28. All piers and docks shall be kept free of any material, equipment, gear or supplies. Storage of loose or miscellaneous gear on piers and docks is not permitted. Shore power cords will be routed to ensure that trip hazards are avoided and that no part of the power cord touches the water. Only properly UL designated Marine shore power cords will be used to connect vessels to dockside power.
29. No structure may be built for purpose of berthing, anchoring and mooring without approval and written consent from the Associations Board of Directors.
30. Nothing may be built upon or attached to the docks and piers without written approval and consent from the Association's Board of Directors.
31. Any persons using the fish cleaning station will immediately clean up the station in a proper and sanitary. Failure to properly clean the fish station after use will result in an assessment of \$25 against the boat owner.
32. No person shall throw bait, fish or fish into the yacht club waters. Fish cleaning is prohibited on vessels or docks or anywhere in the yacht club, except in designated fish cleaning station. Only soft parts are to be place in the macerator. Fish parts, heads and carcasses are to be disposed of outside the yacht club leased area.
33. Cooking aboard vessels is restricted to the use of permanently installed cook tops or stoves, microwave ovens and similar devices commonly used aboard vessels. Propane grills are allowed but and type of charcoal grills are prohibited. The storage of any vessel and or presence on the club premise of self-starting charcoal is prohibited.
34. A vessel's sanitary facilities (toilets, head, sinks, etc.) shall not be used while the vessel is in the club waters unless the vessel is equipped with an approved holding tank. It is prohibited for any person to discharge any treated or untreated sewage or any other pollutants into waters within the marina. Any vessel owner and or sub-lessee intentionally in violation of this shall cause as slip to be banned from occupancy for 1 year for the offense plus a \$500 fine shall be paid to the club by the vessel owner. If a second violation occurs the slip shall be banned from the occupancy for 3 years plus a \$1500 fine shall be paid by the vessel owner to the club and the slip shall remain vacant. An exception that shall allow a re-occupancy or the slip can occur during this period only if said slip is sold or sub-leased to another party who is approved by the Board of Directors. Any slip owner, sublease or renter intentionally in violation of this rule shall be immediately banned from occupancy of any wet or dry slip on the club premises.

35. No person shall throw, drop, discharge or otherwise deposit from any vessel, dock, or pier any trash, household garbage, litter or refuse of any kind into the water or onto the property of the yacht club. All such material must be deposited in proper refuse containers.
36. Slip or boat owners and their guests may swim only within the confines of their designated slip and at their own risk. Jumping or diving from docks or seawall is prohibited.
37. Solicitation and advertising are prohibited. EXCEPTION: Boat owners or wet slip sublease may display one FOR SALE sign not to exceed 4 sq. ft.
38. No domestic pets are allowed anywhere on the premises of the Santa Rosa Yacht Club. The sole exception to this rule shall be dogs not specifically excluded below which are kept at all times on a leash no more than 4' in length. Pets are not allowed in any building. The following dogs shall not be permitted anywhere on the premises of the Santa Rosa Yacht Club: Pit Bulls, German Shepherds, Rottweilers, Doberman Pinschers or any dog that growls at a person on the premises of the Santa Rosa Yacht Club.
39. Overnight occupancy on the upland property is prohibited.
40. Anytime a member or renter has their boat moored onto C dock finger pier and are leaving it for the remainder of the day, the key to the boat must be left in the boat, key drop slot or with Dockmaster. AFTER BOATING IS COMPLETED FOR THE DAY NO BOATS MOORED ONTO THE C DOCK FINGER PIER IS TO BE LEFT WITHOUT A KEY. A member or renter requesting overnight mooring of their boat onto C dock finger pier is done so at the discretion and choice of the Dockmaster.
- 41. It is expressly understood and agreed that SRYC shall not be liable for any reason in connection with storage, docking, and transport of the vessels and other property in the marina, dry storage areas and common areas. Owner agrees to maintain liability and hull insurance to execute a waiver of hull and equipment recovery, as outlined in Rule 5. By way of example and not limitation, SRYC shall not be liable for any loss or damage that may occur while the boat and motor are in storage facilities or in transit within the storage facilities or to or from launching area, or while in the process of launch or retrieval from the launch ramp or being transferred to or from a trailer or set of stands.**
- 42. Vessel owner shall save SRYC, its officers, employees, directors, agents, servants, representatives and affiliated corporations harmless from any and all liability for personal injuries, wrongful death, and or property damage arising out of or resulting from or in any way connected with, either directly or indirectly, the use by Vessel Owner or the marina, or any of the SRYC premises, the dry storage area, the performance of services under this agreement, Vessel Owners use of the facilities and or any acts Vessel Owner or Vessel Owners guests, contractors, sub-contractors, licensees or invitees actions upon the premises. Vessel Owner also agrees to indemnify and hold harmless SRYC, its officers, employees, shareholders,**

**directors, agents, representatives and affiliated corporations from any loss, claim, suit, liability or damage including reasonable attorney's fees, caused by Vessel Owners breach or any rules and regulations of SRYC.**

43. Vessel Owner is responsible to equip any boat stored in dry storage facility with a Battery Disconnect Switch.
44. Boats stored in dry storage facility must comply with the size limits provided on the attached Exhibit 1 showing the dimensions of the slip.
45. No owner may work on boats or motors in the storage building. Marina employees only are able to be inside the storage building.

## **ENVIRONMENTAL POLICIES**

**Boaters and independent mechanics, contractors, sub-contractors are required to comply with the following environmental Best Management Practices. You, the unit owner will be held liable for any damage to SRYC property, the vessels or other property in and about the SRYC marina and or premises, and or for any fine or penalty imposed by any governmental agency, that results directly or indirectly from the breach of any of these rules and policies by you, your contractors or guests.**

## **ENGINES AND BILGES**

- **Use absorbent bilge pads, socks and or sorbent to soak up oil and fuel.**
- **Dispose of waste oil, fuel, filters and anti-freeze only as directed by yacht club staff.**
- **Do not place oil, oily rags, fuel, filters or anti-freeze in garbage cans or trash dumpster.**
- **Do not discharge bilge water contaminated with oil, anti-freeze or fuel at any time.**

## **CLEANING PAINTING AND VARNISHING**

- **All vessels washing and cleaning must be performed with non-toxic and biodegradable cleaning agents. Use of cleaners containing ammonia, petroleum distillate, sodium hypochlorite or chlorinated solvents is prohibited both in wet slips and in on-shore maintenance area.**



- **Vessel bilges shall be inspected visually before drain plugs are removed to insure bilge water is free of fuel or oil.**
- **Only vacuum sanders are approved for use on yacht club property.**
- **Prepare mix and apply paints, epoxy, etc over an adequate tarp or ground cover.**
- **NO spray painting is allowed on yacht club property.**
- **Paint, paint cans, paint thinner and contaminated cloths, ground covers, brushes, rollers, etc. must not be placed in trash cans or trash dumpster. These must be removed from yacht club property by painter or boater.**
- **Pressure washing and or scraping of aquatic growth and bottom paint from vessels in prohibited on yacht club property.**

### **SEWAGE**

- **ABSOLUTELY NO SEWAGE OR ANY KIND, NEITHER TREATED OR UNTREATED SEWAGE IS TO BE DISCHARGED OR DUMPED INTO YACHT CLUB WATERS UNDER ANY CIRCUMSTANCES.**
- **Contact yacht club staff to arrange pumps out of holding tanks or dumping portable MSD's.**
- **Use of yacht club restrooms and showers by all boaters is strongly encouraged by SRYC.**

### **HAZARDOUS WASTE DISPOSAL**

Hazardous waste container is provided. Dispose of waste oil, fuel, filters, anti-freeze and bilge water contaminated with oil into proper designated containers. Disposal fees are due to be paid to the club at the time of the disposal. Caution: Inspect your boats bilge water before drain plug are removed to ensure that the bilge water is free of fuel and oil. Placing oil, rags fuel, filters, or anti-freeze in the clubs garbage can or trash dumpster is not permitted.

Santa Rosa Yacht Club will accept only those hazardous wastes for which clearly labeled containers are provided. All other hazardous waste products, such as fluorescent tubes, bilge pump switches containing mercury and out of date distress flares must be removed from Santa Rosa Yacht Club property of mechanic's, painters, boaters or other responsible parties.

Properly dispose, discard or remove old batteries from the club's premises. It is prohibited to abandon old batteries on the club premises and or to put old batteries into club trash cans or dumpsters.

Any questions pertaining to the proper disposal of hazardous waste products must be referred to the Dockmaster.

If in doubt, please ask!

### **SOLID WASTE GARBAGE DISPOSAL**

Disposal of all garbage in proper shore-side garbage cans or dumpster. Please do not litter. Discarding litter in the water or ashore is illegal!

Please recycle aluminum cans. Place in proper, marked containers.

Do not discard unused bait or fish remains and carcasses in yacht club waters or in garbage containers or dumpsters. Deposit it outside the yacht club leased area.

Please clean up and wash down fish cleaning station after use.

### **FUELING**

Vessel's fueling at SRYC should not top off tanks.

Dry storage vessels should stop fueling at 3/4<sup>th</sup> capacity prior to storage or vessel to avoid vent line overflow into dry storage building.

Any vessel spilling fuel into water is responsible to immediately clean up the spill with absorbent pads. Pads will be provided at a cost of \$1.50 each.

**AMMENDED 3-16, 2009 AND 9/14/2020**

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