

Sunset Harbor Yacht Club

Dock Rules

Section 1.

The Club has both assigned boat and transient slips. Each slip is supplied with fresh water and individually metered 30 AMP, 50 AMP or 100 AMP electrical boxes. Television cable is provided for each dock. The slip lessee may arrange with the Dock Master to have this connected to that individual slip. Slips are also available for temporary docking by a member who arrived by boat to use the club facilities. Slips are also available without electric.

Section 2.

Fire extinguishers are placed at regular intervals along the docks, and ladders are placed from the docks and sea wall into the water. For safety and security purposes, boat owners should file a "Float Plan" when away from the Club overnight. Forms are available at the Dock Master's Office.

Section 3.

Any member desiring permanent dockage at the Club must submit an application available at the Dock Master's Office, to Management, along with proof of ownership or lease agreement prior to boat arrival. In the event of multiple ownership, all owners must be club members. In addition, owners must furnish proof of insurance of not less than \$1,000,000 liability insurance. Upon approval of application, insured boat owners shall designate Sunset Harbor Yacht Club, 861 Ballough Road, Daytona Beach, FL 32114, as an "Additional Insured" with verification provided to Sunset Harbor Yacht Club.

Section 4.

The Dock Master shall have the right to require an inspection of each vessel for seaworthiness, safety, ability to get underway under its own power and general acceptable appearance prior to dock assignment. Recommendation of the Docks Committee will be given to Management.

Section 5.

Management shall approve dock space and may reassign space in order to maximize the use of the docks.

Section 6.

Management reserves the right to “sublet” an assigned dock space for a planned extended period of time. It is the Dock Master's responsibility to handle “subletting” in coordination with the Docks Committee.

Section 7.

When a member with an assigned slip conveys the vessel to a new owner, said member must inform the Dock Master, in writing, of the transaction and its effective date. The vessel must vacate within 24 hours. The member may retain the slip for 60 days (the grace period) following the effective date of sale and continue to pay the same dockage. If a replacement vessel has been purchased, said vessel must be inspected and approved for dockage by the Dock Master. If no vessel has been purchased within the 60 day grace period, the member may request additional time from the Dock Master or relinquish the slip which will automatically revert back to the Docks Committee for reassignment.

Section 8.

Use of the docks shall be at sole risk of the owners, crews and guests. Management shall not be liable for care, protection or safety of any vessel, its contents or equipment, including times of storms or other perils. Owners of Vessels docked at the Club shall, at all times, be responsible for the safety and security of their vessels to prevent any personal injury, damage to club property or other vessels. All vessels must have an engine in operating condition. Boat Owners are responsible for damage to S.H.Y.C. dock structures and pilings. In the event of an emergency, S.H.Y.C. reserves the right to move boats to other mooring places at owners' expense.

Section 9.

Garbage and trash must be tied in plastic bags and deposited in containers ashore. Dumping of any refuse overboard is strictly prohibited. Members' pets are to be kept on a leash at

all times when on Club property. Pet droppings are to be picked up and disposed of directly in the dumpster.

Section 10.

Members are permitted to make only minor alterations, additions, and repairs to the vessel while docked at the Club. Members may not employ more than two persons at any one time, except in emergencies or special permission from the Dock Master or Management.

Section 11.

Owners are responsible for keeping the dock at which they are moored free of clutter. One dock box is permitted for each assigned slip. This box will be white in color and its dimensions will not exceed 20" deep x 18" high x 48" wide, and will be placed so as not to obstruct traffic on the dock. Inspection of the dock box and placement will be by the Dock Master before installation.

Section 12.

During periods when storm warnings are hoisted, the owner shall fix additional lines to the satisfaction of the Dock Master and remove any loose furniture or fixtures that may balloon or cause damage from the wind. The Dock Master may cut off electricity and water to the docks when water levels rise or winds reach a dangerous level, all without incurring any liability unto himself or Management by such action. It is expected that boat owners keeping their boats at S.H.Y.C. during the hurricane season will have made arrangements for the safe and sheltered anchorage of their boats elsewhere on the approach of the storm. In the event of dangerous weather conditions, S.H.Y.C., at the discretion of management, reserves the right to evacuate unattended boats at the owner's expense and risk. However, nothing contained herein shall require S.H.Y.C. to do so.

Section 13.

A club member may stay overnight on his vessel for a period of no longer than eight nights per month with prior notification to the Dock Master.

Section 14.

There will be no "Live Aboard" residence allowed at Sunset Harbor Yacht Club.

Section 15.

Use of Club docks by member's assigned slips at the Club for the purpose of conducting commercial business for profit is prohibited. The showing of "FOR SALE" or equivalent signs on any vessel is also prohibited.

Section 16.

Members who do not have assigned dockage at the Club may bring their boats to the Club to attend special Club functions on a space available basis as determined by the Dock Master, for a maximum of 72 hours without paying dockage charges. The charge for electrical hookup will be the same as for visiting yachts. After 72 hours the boat owner will be charged dockage at the published rate for visiting yachts.

Section 17.

Dockage fees shall entitle the boat owner to the use of the Club docks, water connections, 30 AMP, 50 AMP or 100 AMP electrical outlets, shower facilities, laundry facilities and trash and garbage disposal. Each slip has its own electric meter and current rates for electric and TV cable are available from the Dock Master or Management.

Section 18.

The current dockage fees are posted in the Dock Master's office and are subject to change without notice.

Section 19.

The Dock Master will be responsible for measuring the length of all vessels docked at the Club. This measurement will be taken from the stern of the vessel or dive platform (if so equipped) to the bow or end of the bowsprit. Slip minimum dockage will be for a 25 foot measurement.

Section 20.

The ice machine in the laundry area is for the use of boaters. Instructions for proper usage are posted and shall be followed.

Section 21.

Exceptions to the above for dockage and special fees will be forwarded to the Dock Master for recommendations to Management for final action.

Section 22.

Visiting yacht owners are expected to call in advance for dockage and upon arrival, show proof of yacht club membership, insurance, register their vessel with the Dock Master or representative and make proper arrangements for expenses accrued during the stay. Length of visit may be subject to season, reservations or special events. Electric charges for visiting yachts shall be on a daily basis and according to 30 AMP or 50 AMP usage. Fees are posted in the Dock Master's Office.

Section 23.

All boat owners must keep strict observation of any children or minors in their custody at all times.

Section 24.

The Rear Commodore shall schedule a Docks Committee meeting once per month at an agreed upon date and time. The Dock Master shall be in attendance. Any Flag Officer may attend.

Section 25.

Boat owners are at all times required to contact the Dock Master prior to arriving and departing the docks.

Application for Dockage

The vessel Owner and the vessel will indemnify and hold harmless Sunset Harbor Yacht Club and its officers, employees and agents for the consideration hereinbefore set forth, from any cost, expenses, damages and against all claims, demands, damage, liability that may be asserted by anyone due to (a) property loss of any type, property damage due to fire, theft, collision, or property loss from any other cause to said vessel Owners vessel motors, sails, furniture, equipment, tackle or appurtenances, or to any other property contained in or on Owner's vessel, or on the premises of Sunset Harbor Yacht Club or to personal property of others on the vessel or Yacht Club premises, and (b) any personal injury, death or illness arising from the occupancy or use of the Yacht Club premises or facilities, where such injury or damage is caused, in any part regardless of how slight, by the acts or omissions of the vessel owner, his agents, servants, invitees or (c) any alleged damage or loss to marine property, non-marine property or personal injury caused in part, regardless of how slight, by vessel Owner, his agents, servants, invitees or employees.

(This document and the rules herein are subject to revision.)