

Inverness Yacht Club Yard Master Agreement.

Version: January 1, 2010.

Use of the Inverness Yacht Club Yard is a privilege extended to Members on the condition that they agree to the conditions set forth below, and indicate their agreement by signing and returning this document prior to January 1st.

The Board has instituted a new Master Agreement and annually updated permit system. This document is the Master Agreement.

The annual permit will be renewed on January 31st of each year, provided the boat has been deemed to meet the usage and condition rules described below by the Board, and a current version of the Master Agreement has been signed and returned to the Port Captain. In the event of inconsistencies between this Master Agreement and the Inverness Yacht Club Yard and Locker Rules, as published in the Membership Directory, the provisions of this agreement will govern.

An Annual Permit will be deemed renewed when the Port Captain attaches a small permit sticker to the boats hull by January 31st of each year. The permit sticker will show the year for which it applies, and a unique permit number provided in this agreement below.

Members must be in good financial standing with the Club for this Agreement to apply.

Boat dry slips and lockers at the Inverness Yacht Club are available solely for the use of members and the temporary day use of their guests.

The yard is intended to provide space for members' boats that are primarily launched from the yacht club.

No boats may be on the club premises that exceed 1800 lbs cruise ready weight.

To allow proper management of the yard by the Port Captain the following conditions apply:

You must request permission of the Port Captain before bringing a boat into the yard.

You must notify the Port Captain if you move your boat to a different location in the yard or remove it from the yard.

Failure to notify the Port Captain when you move your boat from your designated space to another will result in a tenfold increase in your storage fee for one quarter.

If your boat is absent from the yard for 90 days your space may be reassigned to the next member on the waiting list. (Keep the Port Captain informed of maintenance off site).

Assignment of spaces is at the discretion of the Port Captain. Your boat will usually be in the same space to which it was originally assigned but it may be moved by the Port Captain to facilitate the smooth running of the yard. You will be notified if your regular space changes.

The Port Captains are club members and volunteers. Please treat your Port Captains with civility and respect. Failure to do so will be grounds for ejection from the club.

The ability to be an effective Port Captain requires knowing the location of all boats and the identity and contact information of their owners. Spaces are assigned to specific boats. In the event that you replace your boat with another, the Port Captain must be consulted and provided with a description.

Boats whose owners are unknown to the Port Captain may be moved to the “boneyard”.

Boats Stored on trailers

You agree that you will maintain your boat in sailable and trailerable condition at all times:

Your boat needs to be easily moveable by one or two people and/ towable by a vehicle with a trailer hitch. You are responsible for maintaining the inflation of the tires, the structural integrity of the frame, springs, axel, bearings, wheels, etc. This is a part of boat ownership and the responsibility of the boat owner, not the responsibility of the Port Captain or the IYC.

If your boat or trailer fails to meet these requirements, your boat will be tagged with yellow tape and you will be notified by phone and/or mail and asked to remedy the situation within 35 days. If after 35 days of your notification the boat or trailer still fails to meet the requirements, your boat will be tagged with red tape and you will be asked to remove it from the yard. A red taped boat will have it's storage fee increased by ten times until the boat has been removed.

Boats in or on racks.

The same conditions apply to boats in or on the racks as to boats on trailers, except for the provisions applying to trailers. No vessel may be stored on club racks that cannot be moved by one person.

Unused Boats

If a boat has not been in the water, as it was designed to be used, in a 12 month period, then it may not remain in the Inverness Yacht Club Yard. Exceptions may be considered by the Board of Directors on an individual basis. The spirit of this contract is to have active boats in the yard and to prevent inactive boats from decaying in the yard.

The Port Captain endeavors to keep track of evident use of boats. If you use your boat infrequently you may wish to document its use and keep the Port Captain informed.

If your boat or trailer fails to meet these requirements, your boat will be tagged with yellow tape and you will be notified by phone and/or mail and asked to remedy the situation within 35 days. If after 35 days of your notification the boat or trailer still fails to meet the requirements, your boat will be tagged with red tape and you will be asked to remove it from the yard. A red taped boat will have it's storage fee increased by ten times until the boat has been removed.

Locker Storage

No paints, solvents or anything flammable may be stored in lockers. You are responsible for maintaining your locker so that it poses no inconvenience to anyone else.

If your locker poses a threat or inconvenience to the club or any of its members you will be notified by phone and/or mail and asked to vacate it. If it has not been vacated within 35 days of your notification your locker fee will be increased by ten times until it is vacated.

If your locker has not been used in conjunction with the use of your boat in 12 months your locker will be tagged with yellow tape and you will be notified by phone and/or mail and asked to vacate it. If it has not been vacated within 35 days of your notification your locker will be tagged with red tape and your locker fee will be increased by ten times until it is vacated. If it has not been vacated within 90 days of your notification then you agree to be responsible for any expense or damage incurred in removing the lock and disposing of the contents of the locker.

Exceptions may be considered by the Board of Directors on an individual basis. The spirit of this Agreement is to provide lockers to active members and prevent inactive lockers from denying space to those who would use them.

BOAT DESCRIPTION

(Measurements should include trailer if used)

NAME.....

CLASS (If any).....

SAIL, ROW, KAYAK OR POWER?.....

LENGTH.....

WIDTH.....

COLOR OF HULL.....

DISPLACEMENT (including rig or engines).....

CALIFORNIA REGISTRATION NUMBER.....

IYC Permit/Space Number. (Provided by Port Captain).....

Agreement to the terms of this Agreement.

By signing below you agree to all the terms and the spirit of this contract:

NAME:

DATE:

Signature.....

Boats whose owners have not returned a signed contract by January 30th may be moved to the “boneyard”, and are required to be removed from the yard by April 1st for the member to remain in good standing.