

### 5.3 Dry Storage Berth Rules

5.3.1 Purpose and Use of Storage Berths — Dry storage berths are a scarce resource. A dry storage berth may only be occupied by a sailing vessel that is registered as a Club Enrolled Yacht as defined in the Bylaws and is actively raced under the St. Francis Burgee by the Member or Members under whom it is registered.

5.3.2 Qualification, Allocation, Occupation, and Management of Dry Storage Berths —

5.3.2.1 Member Qualification — A Member must be a Regular, Special, or Junior Member in good standing in order to qualify for use of a dry storage berth.

5.3.2.2 Yacht Qualification — During each calendar year, a Member's yacht occupying a dry storage berth must be entered by the Member, and participate under the StFYC burgee, in at least five regattas.

5.3.2.3 Annual Report — By December 31 of each year, the Member must provide to the Dockmaster a written report in a form prescribed by the House Committee which shall include the following:

- a) An updated sailing resume of the Member
- b) A report of all regattas in which the yacht has been entered during the year, including race results for each regatta
- c) A plan for the regattas that will be entered in the ensuing year
- d) Proof of ownership or charter of the yacht by the Member
- e) Proof of insurance for the yacht in an amount approved by the House Committee designating StFYC as an additional insured. The Dockmaster shall furnish the annual written reports for each dry storage berth to the General Manager, together with any recommendations the Dockmaster deems appropriate, by January 15 of the following year.

5.3.2.4 Enforcement — If the Dockmaster (or the Port Captain) determines at any time that a Member or yacht is or may be out of compliance with the Dry Storage Rules:

- a) The Dockmaster shall send a Warning Letter to the Member at the Member's address of record, with a courtesy copy via email to the Member's email address of record.
- b) If after the expiration of 30 days from the date of the Warning Letter the Member has failed to satisfy the Dockmaster that the Member and the Member's yacht are in compliance with the Dry Storage Rules, the Dockmaster shall send the Member a Thirty-Day Courtesy Reminder to comply.
- c) If after the expiration of Sixty days from the date of the initial Warning Letter the Member has failed to satisfy the Dockmaster that the Member and the Member's yacht are in compliance with the Dry Storage Rules, the Dockmaster shall send the Member a Sixty-Day Notice to (a) demonstrate that the Member is in compliance with the Dry Storage Rules or (b) remove their yacht from the dry storage area. The Member shall thereafter be charged, in addition to the regular dry storage fee for the Member's yacht, a penalty fee equal to 100% of such regular dry storage fee, which shall accrue from the date of the Notice until the Member is either found to be in compliance or has removed the yacht from the dry storage area. The Dockmaster shall send a copy of the Sixty-Day Notice to the General Manager and the Chair of the House Committee.

5.3.2.5 Wait List — The Dockmaster shall maintain a Wait List for dry storage berths. The Wait List shall be posted online and at the Dockmaster's office for inspection by all Members. There shall be no fee to participate in the Wait List.

When a dry storage berth becomes available:

- a) The Dockmaster shall call the first Member on the Wait List and send an email to the Member's email address of record. The First Member shall thereupon have (A) ten (10) days to accept the dry storage berth, and (B) thirty (30) days to
- i. Provide the participation plan and documentation required of every dry storage berth occupant as provided above, and
  - ii. Place a qualified yacht in the dry storage berth.
- b) If after thirty days the First Member has declined the dry storage offer or failed to comply with the requirements for accepting it, the Dockmaster shall notify the next Member on the Wait List, and repeat the procedure until the berth is taken.
- c) A Member on the Wait List who declines or fails to exercise the option to occupy a dry storage berth shall maintain their position on the Wait List but may not exercise any new offer of a space for a period of one year. If after the one-year suspension period the Member fails to exercise a second offer of a space, the Member shall lose their position on the Wait List.

5.3.3 Dry Storage Fees — The fee for a large dry storage berth is \$200.00 per month and the fee for a half dry storage berth is \$80.00 per month. Laser Rack: Junior Member – \$25.00, Other Member – \$50.00, Non-Member – \$80.00 only with the expressed permission of the Club's General Manager.

5.3.4 Assignment and Subletting by Members — Members are prohibited from assigning or subletting assigned dry storage berths, racks, or other spaces (each a "space").

5.3.5 Business or Trade Use — Assigned spaces shall not be used by Members for the conduct of a business or trade except as may be allowed by the House Committee with approval of the Board of Directors.

5.3.6 Alterations and Improvements — A Member may not make alterations or improvements to an assigned space without approval of the House Committee.

5.3.7 Storage of Flammable Materials, Trash, Food, Etc. — Storage in assigned spaces of flammable materials shall be in conformity with the ordinances, rules, and regulations of the City and County of San Francisco, or its agencies. Trash, garbage, or food in open containers shall not be stored in assigned spaces. It is the responsibility of Members to determine the applicability of ordinances, rules, and regulations pertaining to storage or use of space assigned to each Member.

5.3.8 Right to Inspect — The Dockmaster or other designee of the House Committee has the right at all times to inspect assigned spaces for the purpose of ascertaining conformity with applicable rules and regulations. Members shall promptly cooperate with the Dockmaster or other designee of the House Committee in making such inspection.

5.3.9 Termination — Non-conforming use, storage of prohibited materials in assigned spaces, or unreasonable refusal to cooperate in enforcing rules and regulations, shall constitute a breach of these rules and shall be promptly reported to the House Committee. The House Committee may terminate use of a dry storage space or other assigned space upon finding that any rule or regulation has been violated and shall give fifteen days written Notice of Termination to a Member affected by such termination. The House Committee may cause any yacht remaining in a dry storage space after the expiration of such fifteen day

Termination Notice to be removed from the dry storage space, with any cost of such removal to be charged to the Member. The House Committee with approval of the

Board of Directors may terminate use of an assigned space which is determined to be needed for a Club use, and shall give thirty days written notice to any Member affected by such termination.

5.3.10 Records, Inspection — The Dockmaster shall maintain a record of all assigned spaces showing the names of Members holding such spaces, description of yachts stored (if any), and other information pertinent to identifying the assigned space and its use by a Member. Any Member, upon request, shall be permitted to inspect such record.

#### 5.4 Storage

5.4.1 Yard Storage of Yachts and Equipment — Dry storage berths and all other space in the yard is for active boats only.

Dead Storage is not permitted. Boats may be left only on authorization and assignment of space by the Dockmaster. Unstepped masts shall be hung in slings unless the mast does not overhang its yacht or a trailer on which its yacht is supported. All miscellaneous equipment and gear shall be stored in boats or assigned spaces. Spars equipment or gear may not be left in dead storage without approval of the Dockmaster.

5.4.2 Gear on Floats — Gear shall not be left on floats any longer than necessary.