

## **KYC, INC. BOAT STORAGE RULES**

**(Revised May 1, 2018)**

KYC, Inc. (“the Club”) extends seasonal boat storage privileges for the benefit of its members and temporary or overnight docking privileges for its guests and transient boaters. The Club accepts no liability for property damage or injuries resulting from the extension of these privileges. The Club’s Board of Directors (“Board”) shall use its discretion to address exceptions or conflicts resulting from the enforcement of all rules, policies, and procedures, relating to boat storage. Boat Storage privileges will only be granted to members in good standing (“Renters”) and subject to availability.

### **Slips are limited to one slip per paid club membership (family or single)**

Waiting lists for both inside and outside storage are posted at the Club for review by all members. Members interested in boat storage must sign the appropriate list (inside or outside) and enter the required information. Renters of storage space in the Sailing Club will have first right of refusal for outside storage spaces that become available on the East Side of the harbor. The Boat Storage Committee is responsible for monitoring each list and will notify the person at the top of the list when space becomes available. The member will have seven (7) days to accept/reject the opportunity. If the member does not respond or rejects the opportunity, their name will revert to the bottom of the list. If the member accepts the storage space, fees for storage will begin immediately to hold the space until an appropriate size boat is purchased but no longer than May 1st of the following boating season. If the storage space becomes available between January 1st and May 1st of the current year, the member will have an additional ninety (90) days after the May 1st date. (“Grace Period”) of the current year to purchase an appropriate size boat. Interim rental costs will be based on prevailing boat storage rates. If an appropriate size boat is not purchased by May 1<sup>st</sup> (or expiration of the Grace Period) of the following boating season, the storage space will revert to the Club, all interim Fees paid will be forfeited and the next member on the list will be contacted.

### **Cost of Storage**

1. Inside Storage: All Boathouses = \$50.00/month (May 1st thru October 31st)
2. Outside Storage: 10-foot Slip = \$68.00/month (May 1st thru October 31st)  
12-foot Slip = \$99.00/month (May 1st thru October 31st)  
14-foot Slip = \$131.00/month (May 1st thru October 31st)
3. Winter Storage Rate (Inside & Outside) = \$50.00/month (November 1st thru April 30th)
4. Boat Storage Fees are billed in two (2) month segments (6 billings per year). A 10% fee may be assessed for payments later than 30 days. DELINQUENT PAYMENTS not received within 30 days of a 2nd consecutive billing can result in relinquishing of storage privileges and the "GOOD STANDING" status for club membership.
5. The Board of Directors reserves the right to revise all Fees and other assessments at its discretion.

**Note:** The Board of Directors increased all Boat Storage Fees 5% at the October 17, 2017 Board Meeting. The increase was rounded down to the nearest dollar.

### **Proof of Insurance**

Proof of insurance is required yearly

### **Boat Length**

1. Inside storage spaces are limited to a maximum registered length of twenty-four (24) feet.
2. Outside storage spaces are limited to a minimum registered length of twenty-four (24) feet.

### **Purchase of Different Boats**

Renters must notify the Board of their intention to change boats. The Club will not guarantee continued boat storage for purchases of boats that do not meet space limits.

### **Temporary Vacancy of Slips**

Permission to use an outside storage space during a Renter's absence may only be granted by the Board or their designate. The Club has the right to use the storage space for temporary guests or transient boaters during the renter's absence. Storage spaces equipped with a boatlift must have the lift in the down position when the storage space is not occupied by the Renter.

### **Subletting**

Renters of inside storage space will be allowed to sublet their slip per the following provisions:

1. Their boat is stored elsewhere not owned by the Club.
2. The current renter contacts a member of the Boat Storage Committee requesting permission to sublet.
3. Members on the Inside/Outside Storage Lists are to be contacted first, starting at the top of the list until the storage space is sublet. If no member on either list wants to sublet, the Renter will be allowed to offer the space to other KYC members. Space limits must be met. The Boat Storage Committee must be contacted for approval before the subletting can be finalized.
4. Once the space has been successfully subleased, the Renter will be billed 50% of the current rent (beginning with the next month) until the end of the subleasing period.
5. The Sub-lessee will be billed for the storage space at the prevailing rental rate (beginning with the next month) until the end of the subleasing period.
6. The Sub-lessee must complete the "Inside and Outside Storage Form" and provide KYC with proof of insurance to finalize subleasing approval.

### **Boat Trailers/Dollies**

1. Overnight parking of boat trailers, is not permitted on Club property without permission of a Boat Storage Committee Member. Parking of Boat Trailers is not allowed in the automobile parking spaces adjacent to River Road.
2. Permission to store unused dollies must be granted by the Boat Storage Committee. All dollies must be identified with the owner's name clearly embossed on the dolly. Unidentified dollies will be considered abandoned. The Club accepts no liability for dollies and reserves the right to sell, remove or dismantle abandoned dollies located on Club property.

### **Sale of Boats**

A renter who sells their boat to another member, who has been a member for at least six (6) months, may transfer the use of their storage space with the boat. The six (6) month rule maybe waived if there are vacant slips available. (May 15, 2012) **In addition, a boat transfer form (attached) must be completed and submitted to the Boat Committee Chair prior to the transfer of the slip. Current minimum documentation is a copy of the title and the title transfer form. The boat being transferred must be the specific boat listed on the documentation submitted to KYC in May each year.** If the boat is sold elsewhere, the renter must purchase an appropriate size boat by May 1<sup>st</sup> (or grace period outlined above) of the following boating season to retain their storage space. The renter shall continue to pay rent and other storage costs at the prevailing rates or the storage space shall revert to the Club and the next member on the appropriate list will be notified of an opening.

### **Overnight Docking (Members)**

Members may dock their boat outside one (1) night per calendar month at no charge. Subsequent nights will be charged at the rate of \$1.00/foot per night. Exceptions may be granted at the discretion and agreement of two Boat Storage Committee Members. All overnight docking is subject to availability.

### **Personal Water Crafts (PWC's)**

Each PWC stored at the Club will be charged at a rate of \$15.00 per month. Permission to store PWC'S must be granted by a Member of Boat Storage Committee. (Sept. 16, 2006 Board Meeting) There is a waiting list posted on the bulletin board at the Club.

### **Winter Storage**

1. Renters, sub-lessees, and others MUST have their boats winterized and available for winter storage no later than the 1st of November (preferably the last week of October).
2. Winter Storage rates are in effect from November 1st thru April 30th.
3. The Boat Storage Committee and the Grounds & Maintenance Committee will handle the movement of boats for winter storage, which may result in boats assigned inside storage spaces being relocated to achieve maximum space for winter storage.
4. Outside Slip renters will be offered 1st rights to available inside space and must notify the Boat Storage Committee no later than the first week of October to secure inside storage.
5. Additional space, if available, will be offered to members of "Good Standing" on a first

request basis and subject to space required. Proof of insurance will be required.

6. Boats will be taken from winter storage no later than April 30<sup>th</sup> to prepare for the summer season. Boat owners will be notified.
7. Any special requests not addressed above will be at the discretion of the Boat Storage Committee.

### **Modifications to Storage Spaces**

No modifications to outside storage spaces or Club property shall be allowed without prior approval of the Board of Directors. This includes installation of Outside Slip decks and dock boxes. Specifications for the construction and installation are available from the **Boat Storage Committee**. The cost of modifications made to docks/fingers to accommodate the installation of a boatlift will be the responsibility of the member. Deck maintenance and modifications will be the responsibility of the slip renter and must be kept safe and presentable. Except for boatlifts and dock boxes, all other shall become the property of the Club upon installation.

### **Gas Docks – Parking**

This space is for fueling only. Each boat must be moved after fueling and not be left at the gas dock.

### **Relocating**

The Board reserves the right to relocate storage privileges to best serve the interests of the Club. No storage space will be exchanged between holders without Board Approval.

### **Electrical Usage**

The KYC Board reserves the right to charge for electricity use when deemed excessive. Charges will be based on average KWH rate as shown on club electrical bill. KW usage will have based on meter reading (where available) or calculated.

### **Diesel Fuel**

A phone number(s) for Diesel Fuel suppliers will be available at the KYC bar. **Individuals needing diesel fuel will be responsible to make the supplier contact.** Delivery is at the discretion and availability of the fuel supplier.

### **Annual Boat Verifications**

**Each year, prior to May 1<sup>st</sup>, the slip renter is required to supply to KYC, the attached notification, which provides current information on the boat being stored including proof of insurance.**

### **Revisions**

Notwithstanding the above, the Board reserves the right to revise, as necessary, any rule, procedure, or policy regarding boat storage and related activities at the Keokuk Yacht Club. The membership will be notified of such revisions.

**TENANT (RENTER) ACKNOWLEDGES THAT HE OR SHE HAS FULLY READ AND UNDERSTANDS EACH TERM OF THIS AGREEMENT AND FULLY UNDERSTANDS THE LEGAL EFFECT THEREOF.**

**KEOKUK YACHT CLUB**

RULES COMMITTEE MEMBER OR CHAIRMAN (PRINT) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

TENANT (PRINT) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

KEOKUK YACHT CLUB BOAT STORAGE RULES

INSIDE AND OUTSIDE STORAGE AGREEMENT TO BE COMPLETED ANNUALLY BY APRIL 1<sup>ST</sup>.

INSIDE SLIP# \_\_\_\_\_ OUTSIDE SLIP # \_\_\_\_\_

TENANT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

PHONE (HOME) \_\_\_\_\_ (WORK) \_\_\_\_\_ (CELL) \_\_\_\_\_

EMERGENCY CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_

BOAT:

MAKE \_\_\_\_\_ HULL ID # \_\_\_\_\_

YEAR \_\_\_\_\_ STATE REGISTRATION # \_\_\_\_\_

LENGTH \_\_\_\_\_ INSURANCE COMPANY \_\_\_\_\_

POLICY NUMBER \_\_\_\_\_

CERTIFICATE OR DECLARATION PAGE TO BE ATTACHED

LIABILITY COVERAGE (\$100,000 MINIMUM)

RULES COMMITTEE CHAIRMAN AND MEMBERS STATED HERE:

Tenant shall be responsible for all damage done to the property, guests, customers, and employees of KYC, and other tenants on premises because of tenant. Tenant indemnifies KYC from all liability, damage, loss, etc., including but not limited to, reasonable attorney's fees) arising out of any breach by tenant of this agreement and/or any negligent, wanton, criminal and/or malicious act of tenant.

Only the boat identified above shall be docked at the assigned wet slip or dry storage space.

Tenant agrees to timely notify the KYC of any changes in the information supplied by tenant and recorded above. Tenant grants permission to KYC to take all steps reasonably necessary to verify tenants' compliance with the terms of this agreement and/or KYC By-laws and rules.

**KEOKUK YACHT CLUB – BOAT TRANSFER FORM**

**EXISTING INFORMATION**

INSIDE SLIP # \_\_\_\_\_ OUTSIDE SLIP # \_\_\_\_\_

TENANT NAME: \_\_\_\_\_

STREET \_\_\_\_\_ CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

PHONE (HOME) \_\_\_\_\_ WORK \_\_\_\_\_ CELL \_\_\_\_\_

**BOAT INFORMATION**

MAKE \_\_\_\_\_ YEAR \_\_\_\_\_ HULL ID \_\_\_\_\_

STATE REGISTRATION # \_\_\_\_\_

LENGTH \_\_\_\_\_

**NEW INFORMATION**

INSIDE SLIP # \_\_\_\_\_ OUTSIDE SLIP # \_\_\_\_\_

TENANT NAME: \_\_\_\_\_

STREET \_\_\_\_\_ CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

PHONE (HOME) \_\_\_\_\_ WORK \_\_\_\_\_ CELL \_\_\_\_\_

**BOAT INFORMATION**

MAKE \_\_\_\_\_ YEAR \_\_\_\_\_ HULL ID \_\_\_\_\_

STATE REGISTRATION # \_\_\_\_\_

LENGTH \_\_\_\_\_