

# OKLAHOMA CITY BOAT CLUB FACILITIES POLICY

The Board of Governors confirms adoption of the following Facilities “Policies”, relating to the clubhouse, grounds, slips, hoists, lockers, boat parking and all other property of the Oklahoma City Boat Club, Inc. (“the Club”), herein described as “facilities”. All of these facilities, being property of the Club, must be used in conformance with these policies. These policies incorporate applicable federal, state and local laws and regulations, the applicable portions of the Club’s lease agreement with the Oklahoma City Water Utilities Trust (OCWUT), and the needs of the Club.

## 1. LIABILITY

A. The Club shall not be responsible for any loss, theft, or damage to any boat, person or property arising out of the use of the facilities. Upon acceptance of an assignment, confirmation of a prior assignment or the use of any facility, the assignee, for himself or his heirs, agrees to hold the Club harmless from any and all loss, cost or liability in connection with the use of said facility. The waiver, assumption and indemnification are to be in force as long as the assignee is affiliated with the Club or until the facility is reassigned.

B. Members who are boat owners shall carry liability insurance applicable to sailing activities including racing, with a minimum combined limit for property damage and/or bodily injury of \$100,000.00. Any boat on Club grounds/property shall at all times be insured for liability insurance with a minimum limit of \$100,000 for property damage, bodily injury, or combined limit.

## 2. USING CLUB FACILITIES

A. All facilities owned and/or controlled by the Club shall be used only for Member’s boats and only by Club Members. Exceptions will be permitted for invitational regattas, when registered contestants may use the facilities under Club supervision.

B. A Member who is a commercial boat dealer may use the facilities only on boats that are to be used in Club activities.

C. Club powerboats shall be used only for official Club business and shall not leave the grounds without prior approval by the Board of Governors. They may be used to aid Members requiring assistance or for rescue in cases of emergency. Equipment malfunctions shall be reported immediately to the Rear Commodore.

D. A Member shall not lend a boat to non-members to sail from the Club grounds unless a Club Member is aboard the boat. The only exception shall be during invitational regattas hosted by the Club.

E. A Member shall not invite more than seven (7) guests to the Club at any one time. Private parties with more than 24 persons attending a single function at the Club must be approved in advance by the Board of Governors, regardless of the number of Club members in attendance.

F. The conduct of a Members children and guests shall be the responsibility of the Member. Guests shall not remain at the Club after the host Member leaves the Club.

G. A Member shall be responsible for the clean-up of the house and grounds after the Member's own activities.

H. No pets are allowed on the Club grounds.

I. No smoking shall be permitted inside or within twenty-five (25) feet of the Club buildings in accordance with State Statute Title 21:1247. All smoking materials shall be properly disposed of, including butts in the butt containers.

J. Members are encouraged to observe proper nautical etiquette by signing in and out of the Club log for each visit to the Club, regardless of the purpose.

K. Members have the responsibility to help safeguard the Club property against theft and vandalism. The last Member leaving the Club grounds shall see that the Club has been properly secured and the main gate is closed. A Member leaving after dark shall properly secure the buildings and close the gate.

L. Members shall not utilize wet slips when the USGS reports the water level of Lake Hefner at or below 1195.0 or at other times as determined by the Rear Commodore, with approval from the Board of Governors. Members may trailer launch vessels for day sailing purposes.

### 3. FACILITIES ASSIGNMENTS

A. Application for facility assignments or reassignments shall be in writing and directed to the Rear Commodore, at the official club address, by e-mail to the Rear Commodore or posted on the HD&A Board. The application shall contain the name of the applicant, the type of facility being requested, the date of the application, and if applicable, the name, class and type of boat to be moored or parked, overall length, beam and draft.

B. The Rear Commodore, subject to approval by the Board of Governors, shall make assignments of these facilities as deemed appropriate, taking into consideration the needs of the boat or other property, the seniority and annual activity of the applicant and the date of the application. Assignments shall continue until vacated, deemed abandoned or reassigned in accordance with these policies.

C. The assignment of all facilities shall be reviewed annually by the Board of Governors. By March 31st of each year, the Rear Commodore shall post and maintain a list of current assignments of the various facilities.

D. A Member may be assigned, as available, one (1) wet slip for the mooring of a sailboat which the assigned Member owns. Wet slip assignments are to support the regular (annual) use of a Member's sailboat. The assignment of this facility is subject to annual review. Wet slips that are not utilized by the Member to whom it was assigned, may be reassigned temporarily or permanently by the Rear Commodore in accordance with these policies

Da. If a wet slip is not available at the time the written request is received, the request will be logged with the appropriate information including the name, class and type of boat to be moored. Requests will be filled, as available.

Db. Member may request the use of an additional wet slip in writing to the Rear Commodore. The temporary usage of an available slip may be granted.

Dc. Members shall not take it upon themselves to reassign or "loan" a slip which is assigned to them or to another Member. The Rear Commodore, with approval from the Board of Governors, is responsible for temporary usage of facilities.

Dd. Members shall not utilize wet slips when the USGS reports the water level of Lake Hefner at or below 1195.0 or at other times as determined by the Rear Commodore, with approval from the Board of Governors. Members may trailer launch vessels for day sailing purposes.

E. A Member may not be assigned more than one (1) keelboat trailer and one (1) centerboard trailer parking space without permission of the Board of Governors. Requests for additional dry slip area parking shall be submitted, in writing, to the Board of Governors. Approved requests will be reviewed at least annually and the Member notified when their additional parking space is being reassigned.

F. Facilities may be reassigned by the Rear Commodore or Facilities Chairman, with approval from the Board of Governors.

#### 4. BOATS, TRAILERS, OTHER PERSONAL PROPERTY AND SLIPS

A. All boats kept on the premises:

(1) Shall be licensed in full accordance with all applicable federal, state, local and lake laws;

(2) Shall have current Oklahoma registration numbers and decals and current Oklahoma City annual boat permit stickers displayed in their proper location. The only exceptions to this rule are USCG Documented vessels that are not required to display state registration numbers, and vessels that meet the Oklahoma Title and Registration exclusions and exemptions according to Oklahoma Tax Commission OAC 710:22.

(3) Shall have an operable trailer sufficient to store the boat. The Board of Governors may require evacuation of the harbor due to low water level or for any other reason it deems necessary.

B. All boats and/or trailers shall use the assigned parking places on the Club grounds. Boats and trailers shall not be left in areas not designated for boat or trailer parking, this includes beached along the harbor shoreline, in car parking areas including the north parking lot in front of the clubhouse or in the south parking lot along C Dock.

C. Trailer parking areas shall contain only sailboats, sailboat trailers and items relating to sailing, such as Race Committee boats or coach boats, that are authorized for use on Lake Hefner. No Member shall park any other boats or trailers without submitting a written request to and receiving permission from the Board of Governors. Boats and trailers that do not meet these requirements must be moved off the premises.

D. If the Board of Governors permits temporary assignment of a parking space, the assignee shall remove the property within seven (7) days upon request by the Rear Commodore, Vice Commodore or Commodore.

E. All vessels kept on the Club grounds shall be seaworthy and serviceable (to include all required registration.) All trailers kept on the Club grounds shall be kept in a condition of repair such that they can be easily moved at any time. Each trailer on club grounds shall have only the current Member's name clearly visible and legible on the trailer tongue.

F. Requests to use weed mat covered by gravel, or gravel, as ground cover must be submitted, in writing, to the Rear Commodore. Carpet is not a suitable ground cover and is not allowed. When approved by the Board of Governors, the material shall be kept in good condition. If the Board of Governors determines the material is unsightly, objectionable or for another reason needs to be replaced/removed, the Rear Commodore will notify the Member. If the Member cannot be contacted or fails to comply within 30 days, the Rear Commodore may have the material removed and any expense incurred billed to the Member.

G. Boats on trailers shall be securely tied to the trailer frame. Trailers holding lightweight boats, centerboards and multi-hull boats shall be securely staked to the ground.

H. With permission of the Rear Commodore, boats may be stored north of the West Hoist for a maximum of three (3) months. After the permitted time has passed, the boat shall be moved to a properly assigned facility or removed from the Club grounds.

I. All boats moored in the harbor in wet slips or on lifts must be securely tied with a minimum of one-half inch (1/2") nylon lines. All lines (dock, slip dividers, etc.) must be tied to the ring on the tide risers on the outer pilings of the wet slips. All such lines must be tied loose enough to allow the floating docks to change levels with the water without pulling on the docks or the pilings.

J. An assignee shall not, upon sale or trade of his boat or other property, represent to a prospective purchaser that the purchaser may use or will be assigned any specific facility, including the facility or facilities previously used by the assignee. An assignee shall notify the Rear Commodore of the sale or trade of the assignee's boat or other property within 48 hours of the transaction. Notification shall be in writing and directed to the Rear Commodore, at the official Club address, or by email to rear\_commodore@okcboatclub.com.

K. All other personal property stored on the Club grounds shall have the Member's name displayed prominently thereon. Property to be labeled includes masts, booms, sails, centerboards, etc. Property stored on the mast racks, in the locker building or in the centerboard house shall be neatly stowed. Only centerboard related equipment shall be stored in the centerboard building. Items not clearly identified as to the owner may be deemed abandoned property and disposed of without notice.

L. Hazardous materials shall not be stored on the Club grounds or in the Club facilities.

M. Members are responsible for any and all damages committed by themselves and/or their guests.

## 5. MODIFICATIONS TO ASSIGNED FACILITIES

A. An assigned facility shall not be modified in any way without prior permission of the Board of Governors. Examples of modifications include hydrohoists, dock or storage boxes, ladders, boarding steps. Application for modifications shall be in writing and shall be signed by the applicant. Before granting permission for any modification, the Board of Governors shall determine whether the proposed changes are permanent or temporary.

(1). Temporary modifications are defined as any change, which can be removed without damage to the existing facility. Temporary modifications shall be the responsibility of the assignee and be maintained in accordance with these policies.

(2). Permanent modifications shall become the property of the Club. All permitted modifications and maintenance thereof shall be made at the expense of the assignee.

B. The purchase and/or ownership of a hydrohoist does not include assignment of a specific wet slip.

C. The Board of Governors may assess for and/or restrict the use of shore power.

## 6. HARBOR HOISTS AND YARD HOISTS

A. Hoists shall only be operated by current Members that have completed an orientation to use the hoists and operation shall be performed in accordance with posted rules/limitations. Use of the harbor hoists is limited to launching boats, loading boats on trailers and water rinsing only. Maximum time allowed for the use of the harbor hoists is two (2) hours. During scheduled Race

and Regatta events and for two (2) hours preceding any Harbor Gun, the harbor hoists are to be used only for launching competitors' boats.

B. Use of the yard hoists is limited to a maximum of forty-eight (48) consecutive hours, unless a longer time is specifically authorized by the Commodore, Vice Commodore, or Rear Commodore.

C. Members shall not use the West Harbor Hoist when the USGS reports the water level of Lake Hefner at or below 1195.0 or at other times as determined by the Rear Commodore, with approval from the Board of Governors. Members shall not use the East Harbor Hoist when the USGS reports the water level of Lake Hefner at or below 1192.0 or at other times as determined by the Rear Commodore, with approval from the Board of Governors.

## 7. VEHICLE PARKING

A. Members shall not park vehicles on the Club grounds for a period in excess of two weeks without permission of the Rear Commodore.

B. Members shall not park in front of boats, hoists or trailers on days when races and regattas are scheduled. Crews are strongly encouraged to park in the main parking lot north of the clubhouse. Centerboards and catamarans may be beached for short breaks, between races and during regattas. While daysailing and during races/regattas, tow vehicles may be parked with trailers attached in areas that do not block access to any dry slips and do not impede traffic flow in the driveways and around the launch ramps/hoists.

## 8. WHEN MEMBERSHIP IS TERMINATED

A. Upon termination of membership, the former Member shall remove all property from the Club grounds within fourteen (14) days.

B. The former Member may request, in writing, to the Rear Commodore an extension of time, not to exceed an additional thirty (30) days. If an extension is granted and the property has not been removed within this time limit, the Board of Governors may approve additional time. Any approval of additional time will be at a storage charge of \$250 per month; payable, in advance, by the former Member. When any approved extension has expired and the property has not been removed from the Club grounds, the Board of Governors may authorize the sale or removal of such property. Any expense incurred by the Club in the sale or removal of such property shall be the responsibility of the former Member.

C. If a person's membership is terminated by session of the Board of Governors said person will no longer be allowed on the club grounds nor be allowed as a guest.

## 9. ABANDONMENT OF ASSIGNED FACILITIES

A. When the Board of Governors determines a facility has been abandoned, the facility shall, immediately and without notice to the former assignee, revert to the Club and be available for reassignment by the Rear Commodore.

B. An assigned facility shall be deemed abandoned and shall require no notice to the assignee, upon:

(1) Membership is terminated for non-payment of dues or assessment.

(2) Sale of the boat assigned to the designated wet and/or dry slips.

(3) Loss of membership, resignation, or death. In the event of the death of an assignee, no action shall be taken with regard to the use or assignment of the facility for a period of 90 days and facilities assigned to the deceased member shall be assigned to the surviving spouse of a deceased member if such surviving spouse becomes a member under the provisions of Article I, Section 1d.

(4) Voluntary abandonment by the assignee. A facility shall be deemed voluntarily abandoned if:

(a) The facility is not used within thirty (30) days of the date of the initial assignment unless prohibited by adverse water conditions or other extenuating circumstances as approved by the Board of Governors.

(b) The facility remains vacant for 60 consecutive days between May 1st and October 1st of any year unless prohibited by adverse water conditions or other extenuating circumstances as approved by the Board of Governors.

(c) The property is not in compliance with the facilities policy.

(5) Exceptions to the abandonment rule:

(a) If a Member sells his boat and purchases another boat of similar physical characteristics within thirty (30) days, his wet and dry slip assignments will not change. The Member shall inform, in writing, the Rear Commodore of the new boat, including the type, length, beam and draft. The Member's newly acquired vessel and any accompanying equipment shall comply with Paragraph 4A above.

C. If an assigned facility is not being utilized and properly maintained by the assignee, as determined by the Board of Governors, or is being used in violation of these policies, the Board of Governors shall give notice of intention to require the assignee to vacate the facility. The assignee shall have reasonable opportunity for hearing. In the event the assignee fails to respond or cannot be located within thirty (30) days of attempted notice, the Board of Governors may declare the facility abandoned and reassign the facility.

(1) When a facility has been declared abandoned by the Board of Governors, the assignee shall remove all property from the facility within fourteen (14) days.

(2) If such removal is not accomplished within the prescribed time, the Board may take such further action regarding the property as may be necessary, including disposal, without additional notice to the assignee. Any expense incurred by the Club in the disposal or removal of such property shall be the responsibility of the assignee.

## 10. ENFORCEMENT

A. If a Member is in violation of this Facilities Policy, the Member shall be subject to appropriate disciplinary action by the Board of Governors, including but not limited to, one or more of the following:

(1) Suspension or termination of some or all membership privileges

(2) Loss of some or all facilities assignments

(3) Fines

(4) Declaration of property abandoned and disposal thereof

B. In addition, the Board of Governors may (but shall not be required to) in its sole discretion take whatever action it deems necessary or appropriate to obtain the offending Member's compliance with this Facilities Policy at such Member's sole expense. If such action involves physically touching, moving or removing the offending Member's property, such Member or former Member agrees to hold the Club and its employees, agents and representatives harmless from any and all loss or cost of liability in connection with such actions.

*Date: 6/01/2023*