MOORAGE RULES AND REGULATIONS

(Rev. February 2017)

I. MARINA AND MOORAGE ADMINISTRATION
II. GENERAL RULES FOR ALL MEMBERS WHO USE GROUNDS AND MARINA
III. REGULAR MOORAGE - GENERAL
IV. REGULAR MOORAGE RENTAL AND SUB-RENTAL
V. SUMMER SUB-RENTAL
VI. BOAT PARTNERSHIPS
VII. GLOSSARY

I. MARINA AND MOORAGE ADMINISTRATION

A. These Moorage Rules and Regulations provide a consistent, fair and equitable framework for all members in administering moorage and for safe, efficient operation of our Facilities. Grey areas or alternate interpretations are possible and the Club requests members do not attempt to "find a loophole" or "stretch the rules" for their personal gain. The spirit of cooperation in the layout of these Rules should appear obvious to a reasonable person. If ever in doubt, ask the Rear Commodore, a Dock Captain, or seek a resolution through the Board of Trustees (Board).

B. It is the responsibility of all members using the Club grounds and marina to read and to comply with these Moorage Rules and Regulations. For purposes of this document, all provisions of the MBYC Bylaws apply and if any conflict occurs herein, the Bylaws prevail. These MBYC Moorage Rules and Regulations, as amended from time to time by the Board, are an integral part of the Moorage Rental Agreement and the Moorage Sub-Rental Agreement.

C. The Rear Commodore (Dock Chairman) shall establish a Moorage Committee consisting of a minimum of two moorage member(s) from each of the three docks (Dock Captains) and the Dinghy Storage Captain. The Committee provides continuity, advice, and counsel to the Dock Chairman. Dock Captains are available to assist members and answer questions on daily dock operations. If the Dock Chairman becomes temporarily unavailable, a Dock Captain may be assigned the Dock Chairman's duties excepting moorage assignments.

II. GENERAL RULES FOR ALL MEMBERS WHO USE THE GROUNDS AND MARINA (Facilities)

A. The use of the Facilities is restricted to members and their accompanied guests except by permission of the Board. Standing permission has been granted to Reciprocal Yacht Clubs, boats participating in MBYC Sail Regattas, Predicted Log Navigation Contests, Special Peoples Cruise, and Opening Day.

B. Usage of the Club Facilities is exclusively at the members' and their guests' risk. The Club is not responsible for personal injury, loss or damages due to theft, stress, weather, fire, or any other cause whatsoever. The Club, a member, an employee, or agent of a member, is not obligated to perform service on vessels at the Club moorage. However, a member or Club employee may board any vessel to enhance the safety or security of members, guests, agents, or vessels, or facilities in any situation where reasonable persons would agree that an emergency condition exists. Members or Club employees shall not be held liable for their actions in such regard.

C. All members mooring their boats or watercraft at Club docks must provide annually, when prompted by the Club website email, to the Rear Commodore, proof of insurance in the amounts and coverage as dictated by the Board, proof of ownership (registration), display a current State Decal and, if renting moorage, must have an acceptable activity report on file for the most previous year.

D. Only vessels registered, or documented, in the name of the member(s) may use Club Facilities, except by written permission of the Board of Trustees. A membership shall be allowed to have only one boat holding club moorage except for the summer sub-rental period where members may have an additional boat(s) granted

moorage only after all other non-moorage holding members on the sub-rent wait list have been accommodated (at the time of application).

E. Only members may operate boats or watercraft at Club Facilities and the boat owner member must be present whenever boarding or disembarking their guest passengers. Friends, relatives, siblings, and children over 21 years of age who are not members may not operate any vessel at Club Docks unless the member is aboard and supervising and that such persons are covered under the member's insurance policy.

F. Members' children (not including grandchildren) under the age of 21 may operate their member parent's owned boats or watercraft and must be covered by member's insurance and have completed the Washington State Boaters' Education Program. The member is responsible to supervise their children (or have deemed the children are capable and responsible for solo operation) and is responsible for the children's safety, behavior, and compliance with the Club's Bylaws, and all Club Rules and Regulations.

G. Club Facilities may not be used for Charter Parties or Charter Operations whatsoever.

H. Members shall not trade slips or otherwise occupy slips to which they are not assigned without prior approval of the Dock Chairman.

I. Vessels must visibly fly the Club burgee; on dinghies or personal watercraft an appropriately placed burgee decal will suffice. Member contact information must be posted either on the vessel in a dockside window or the nearest dock post.

J. The Club docks are designated as a no smoking area and the MBYC owned marina waters are designated as a no swimming area. Dogs must be kept on a leash, and disruptive behavior by members and guests is prohibited. Firearms shall not be discharged on Club property.

K. Noise: Music and activities must be held to a reasonable and respectful level at all times; buffers or mechanical devices should not be audible after 7 p.m. and quiet shall be maintained after 10:00 p.m.

L. General Safety Rules: Barbecuing on boats is permissible only in presence of the boat owner. In the case of covered moorage, the barbecue must be located on the end of the boat facing the fairway. No briquettes are permitted. No cooking implements are permitted on the dock decks. Boats may not be connected to city water for longer than 20 minutes per filling period; boats may not be tied to roof support columns; and, no fuel fired heaters may be used on unattended boats.

M. The end of Dock 1 is available for member use by rafting to the boats temporarily berthed there, or on the dock when the slips are vacant but only with the permission of the Rear Commodore and the respective moorage holder. The slips on the end of Dock 1 are not available for sub-rental and will be returned to general Club usage upon vacation of the members currently assigned temporary moorage there.

N. The end of Dock 2 is the "Reciprocal Dock" that is kept available to comply with our reciprocity agreements with sister yacht clubs. Every effort must be made to accommodate our reciprocal guests up to rafting of three boats out and if a Club boat is present (see provisions below) the guest should be placed dockside with electricity, if feasible. Reciprocal privileges are year around except during Special Peoples Cruise weekend (first weekend in December) and Change of Watch weekend (first weekend in June). At any time during the year, with permission of the Dock Chairman (who is aware of usage restrictions), members may use the reciprocal dock for up to 48 consecutive hours with the proviso that sufficient space is available for reciprocal boats to moor or raft. Boats shall not be left unattended overnight unless the Dock Chairman approves such.

O. The end of Dock 3 is the pump-out facility and moorage is not permitted except that members may temporarily moor there but must remain aboard and any member wishing to use the pump out has immediate priority.

P. All Club vessels shall operate at idle speed between MBYC docks and the speed buoy nearest to the public marina. Boats must observe a "No Wake" policy within the bay confines.

Q. The Dock gates must be kept closed at all times except when loading or unloading. Gate access shall not be given to non-members except as authorized by the Board in the Club's Security Policy. Mechanics or agents conducting business on behalf of Club members must gain admission in concert with this Security Policy, and such member assumes all responsibility for actions of their agents.

R. Members must display the club burgee decal in their road vehicle window. Guests of members must place in their front window their name and telephone number and the name of the member they are visiting. Unmarked vehicles risk being towed at the owner's expense. Members parking vehicles for more than 5 days while out cruising should park away from the gates and fence line, if space is available.

S. Boats or watercraft shall not be fueled at Club docks. No waste of any kind shall be emptied or pumped overboard. All garbage shall be placed in the parking lot dumpsters. Hazardous waste, including batteries, must be removed from the premises.

T. Club Facilities may be used for making minor repairs only. Major sanding or paint removal is not permitted. Exterior spray painting is not allowed. Litter and rubbish shall be cleared away and all walkways shall be kept free enough to allow safe passage. Club property (i.e. pumps, paint floats, ladders) must be returned to their proper location when the member, or the member's agent, is finished with such equipment.

U. Mooring members and the Club are jointly responsible for safe and adequate moorage electrical connections. A three-wire Approved Shore Power cord of at least 10 gauge for 30A/110V and 8 gauge for 50A/220V shall be used from the shore receptacle to a three-wire receptacle on the vessel. Members or their agents using power equipment with extensions cords plugged into the boat or the dock outlets must have an approved ground fault circuit interrupter (GFCI) on the plugged-in end of the arrangement.

V. Dinghies shall not be stored on or around the docks or in the water. Temporary placement of a dinghy in the slip of the moored vessel for maintenance of either, or in preparation for cruising, may be granted by the Rear Commodore if such action does not impinge upon neighboring moorage renters. Members may rent space in the Dinghy Storage Shed, if available.

W. Vessels renting moorage or using Club docks must be in an acceptable state of repair and kept neat and clean. Boats for sale can have one "For Sale" sign on the boat, and must be posted on the bulletin board and website. For sale boats must remain as "Active Boats".

X. Annually, all moorage holders shall permit access by a designated MBYC representative to verify vessel electrical safety. There are two tests that must be passed: 1) Stray Current Test and, 2) Ground Integrity Test. The Stray Current Test checks that no current is currently leaking. The Ground Integrity Test checks for a solid ground connection between the power cord and the vessel's submerged water parts. The moorage holder shall be given notice of testing in the Fairwinds or via email. Testing will be performed in accordance with the MBYC Vessel Electrical Safety Procedure which can be found on the MBYC website. Any vessel failing the Stray Current Test will be immediately disconnected from shore power and shall not be reconnected to shore power until the vessel has been repaired and tested to confirm that it passes the Stray Current Test. Any vessel not equipped with an Isolation Transformer or an Equipment Leakage Circuit Interrupter (ELCI) failing the Ground Integrity Test (lacking a solid ground connection between the power cord and the vessel's submerged water parts) shall be disconnected from shore power anytime the vessel is unattended until such time that the vessel can pass the second test. The vessel shall be repaired to pass both tests within a reasonable time as agreed upon by the member and the Club with such time not to exceed three months. Vessels failing either test six months after notification of test failure are subject to loss of moorage.

III. REGULAR MOORAGE - GENERAL

A. Only Regular and Life Members who have continuously maintained their Regular or Life Membership status are eligible for moorage. A Non-Resident Member returning to Regular Member status shall have their seniority date adjusted, for the purposes of moorage only, to a later date by the amount of days of Non-Resident Membership. Intermediate Membership seniority date for moorage is the date they transfer into Regular Membership status.

B. To be placed on the Moorage Wait List the designated member must own an eligible boat, or have Club moorage but desire a different slip, or have a valid purchase agreement to acquire an eligible boat. Members must apply for moorage in writing to the Dock Chairman using the Moorage Wait List Request form, including whether seeking open or covered moorage and interest in open moorage while waiting for covered moorage, or vice versa.

C. Annually by November 15th the Dock Chairman shall publish in the Fairwinds and on the Club website, the Annual Activity Report form. All members seeking or holding moorage must complete out the form documenting their participation in MBYC activities for the year just ending. The completed form shall be returned to the Dock Chairman by January 15th of the next year. Members not returning the completed form will be deemed to have no activity to report. At the regularly scheduled February Board meeting, the Dock Chairman shall present members' names that lack meaningful participation in Club activities or whose boat has been determined "Inactive". The Board shall determine appropriate action, including possible termination of moorage, and shall instruct the Dock Chairman to notify affected members in writing of the Board's decision.

D. The Dock Chairman assigns (in consultation with the Dock Committee) moorage based upon (1) the member's seniority date; (2) that the applicant owns a qualifying interest in an eligible boat, (3) a determination that the applicant member is, or for boat partnerships that the applicant member and all partners are, active and regularly participate in Club social functions, committees, work parties and other necessary Club affairs, and (4) a determination that such moorage assignment is in the best interest of the Club and the Membership. The Club shall endeavor to attempt to accommodate the eligible member who does not hold moorage but is next on the Wait List.

E. Regular moorage shall be rented only to "active members" with "active boats" as determined by the Board of Trustees. Members not meeting this standard will have their Moorage Rental Agreement terminated upon 30 days notice to the member of the Club's intent to do so.

F. The Club can re-assign any moored vessel at any time in the best interest of the Club in order to more efficiently use the available moorage space. Members in covered moorage need not accept reassignment to open moorage, or vice versa.

G. A member who holds or seeks moorage shall immediately inform the Dock Chairman verbally and in writing of any change of boat ownership. For those members currently renting moorage and whose vessel has a change to non-member ownership, the slip must be vacated at that time.

H. Members terminating their moorage must notify the Dock Chairman in writing not less than one full calendar month prior to their intended slip vacation date.

I. If a moorage holder violates these Moorage Rules and Regulations and such violation remains uncorrected for 30 days after written notice thereof from the Dock Chairman, then the Board may terminate the Moorage Rental Agreement.

J. A membership that has their Moorage Rental Agreement or moorage privileges terminated by the Club under any provisions in the Club Bylaws or these Moorage Rules and Regulations, shall have 15 days to appeal to the Board and have the opportunity to appear before the Board at the Board's next scheduled meeting. The Board will hear the appeal, and may take statements from others. The Board shall then rescind or affirm the termination, which shall be final and binding. If the termination is affirmed, the member shall have 72 hours, or an alternative period as determined by the Board, to remove their vessel from the slip (see provisions in IV. C.). Any membership who has their moorage privileges terminated or suspended by the Club shall not qualify for the moorage wait list for a period of 12 calendar months.

K. Any member aggrieved by a moorage assignment action or inaction of the Dock Chairman may appeal to the Board, who shall make a determination at the Board's next regularly scheduled meeting.

IV. REGULAR MOORAGE RENTAL AND SUB-RENTAL

A. Members renting Club moorage shall execute a Moorage Rental Agreement, as revised from time to time, and shall abide by the terms and conditions thereof. Moorage Rental Agreements are from month to month but shall be reviewed annually including the submission of a current Club Activity Form, current proof of insurance,

and ownership documents. Failure to provide this documentation to the Dock Chairman as requested will result in the cancellation of the Moorage Rental Agreement and termination of moorage privileges.

B. Moorage charges shall be assessed on the boat's Overall Length (LOA) or the slip's finger pier length whichever is greater. LOA is the length of the vessel as measured from the farthest point forward (e.g. bowsprit, anchor) to the farthest point aft (e.g. swim step, dinghy) as measured by the Rear Commodore or designee. The Dock Chairman must approve in advance any extensions that increase the boat's LOA as measured at time of slip assignment, and subsequently the boat will be re-measured. Moorage fees are paid quarterly in advance. Club bills are payable according to provisions in the Club's Bylaws. However, the fact of a delinquency, as determined by the Board, is adequate cause without further notice to terminate the Moorage Rental Agreement.

C. Should a member fail or refuse to vacate a slip after termination of the Moorage Rental Agreement, that member shall be a holdover in unlawful detainer and the Board shall authorize the Club's legal appointee to commence unlawful detainer action in a King County court of appropriate jurisdiction. Until the member vacates the slip, or is forcibly removed by an action in unlawful detainer brought against the member, the member may be assessed a daily rate equal to the monthly rental rate, plus $40 per day as liquidated damages until the member has been forcibly removed from the premises.

D. If either the Club or the member brings an action to enforce the terms of these Moorage Rules and Regulations, or to enforce, protect or establish any right or remedy of either party, the substantially prevailing party shall be entitled to recover as part of or incident to such action or proceedings, its reasonable attorneys' fees and court costs incurred in such proceeding and on any appeals therefrom. Should the member fail to immediately pay these costs when billed by MBYC, the member shall be subject to a collection action.

E. A moorage prime renter temporarily vacating the assigned slip while still owning the boat for a period greater than 30 days shall notify the Dock Chairman and shall make the slip available for sub-rental. Sub-rental shall not exceed 6 months in any 12-month period, except by Board action for extenuating circumstances, and the moorage prime renter must reoccupy the slip with the assigned boat or relinquish the slip.

F. A moorage prime renter who vacates their assigned slip because they no longer have ownership in the assigned boat shall immediately relinquish the slip, or may notify the Dock Chairman of their action in pursuing the purchase of another eligible boat and make the slip available for Sub-rental for a period not in excess of six months from the date of vacation at which time they shall reoccupy the slip with an eligible boat or shall relinquish it.

G. For regular sub-rental of a slip, non-moorage holding Regular, Life, and Regular Intermediate members, who own an eligible boat, and who want to sub-rent moorage shall enter their request on the Club website or in writing to the Dock Chairman including the desired commencement date, term of sub-rental and size of slip desired. Sub-rental moorage allocation shall be in the same manner as for regular permanent moorage. The regular moorage renter and the sub-renter shall execute a Moorage Sub-Rental Agreement and the sub-renter shall remove the boat at the end of the agreed period, or as directed by the Dock Chairman. Any member in occupancy of a slip as a sub-renter shall have first right of refusal if the slip is reoffered on a continuous sub-rental basis.

V. SUMMER SUB-RENTAL

A. For the summer sub-rental season, Regular, Life, and Regular Intermediate members are allowed to sub-rent space for boats or watercraft regardless of size and accommodations. Vessels may share a sub-rented slip if they all fit safely therein.

B. For the convenience of those members involved in summer sub-rentals, the Dock Chairman shall be allowed to allocate slips beginning in April.

C. Both Regular Moorage Holders wishing to sub-rent their slips for the summer and members wishing to sub-rent slips, even those who have moorage but wish for a different slip for the summer, must enter their request on the website or in writing to the Rear Commodore.

D. Members must have an acceptable MBYC Activity Report (except new members of the current and most previous calendar year), proof of insurance, and ownership documents on file with the Rear Commodore to be awarded sub-rent mooring privileges. Additionally, a Moorage Sub-rental form must be executed by the Regular Moorage Renter and the sub-renter, and approved by the Dock Chairman.

E. Moorage assignments shall be made on a seniority basis except with the recognition of best usage of available slip sizes and dates for all vessels on the Sub-Rental Wait List at the time of assignment. Moorage holders wishing to summer sub-rent for a second boat they own will be allocated space only after all other requests on the Sub-Rental Wait List at the time have been accommodated.

F. Payment to the Regular Moorage holder is to be in full at time of slip occupation unless alternate arrangements for payments are agreed to between the affected parties.

G. Members can bring any unresolved sub-rental grievances to the attention of the Board. Any willful misconduct, such as lack of making the agreed payment in a timely manner, shall be dealt with by the Board under Article III, Section 6, of the Bylaws, notably "…conduct unbecoming a member".

VI. BOAT PARTNERSHIPS

A. For the purposes of this document, alternate forms of boat ownership mechanisms such as Corporations, LLC's, etc., will be considered a Boat Partnership.

B. All partners must be members of the Club and the member who qualifies for moorage rental must have a share equal to, or greater than, the largest share in the boat, with a maximum of three partners. The ownership interest of each member must be documented to the satisfaction of the Board of Trustees. When the moorage prime renter sells or otherwise relinquishes their interest in the boat partnership, the Moorage Rental Agreement terminates unless a partner is next in seniority on the Moorage Wait List.

C. In fairness to other members, newly formed or reconstituted partnerships that include a new member to the Club of less than four years shall not be eligible to rent regular moorage until the most junior member has seniority of at least four years.

D. All members in a partnership must be Active Club members with a current Activity Report on file in order for the member who qualifies for moorage to retain their right to moorage. If the Board considers any member in the partnership inactive, then the Moorage Rental Agreement shall be terminated.

VII. GLOSSARY OF WORDS AND TERMS

CLUB: Meydenbauer Bay Yacht Club (MBYC), collective membership and facilities.

ACTIVE MEMBER: An active member is defined as one who regularly participates in Club social functions, committees, work parties and other necessary club affairs and substantiates such through an annual Activity Report on file with the Rear Commodore.

ACTIVE BOAT: A boat that is in an acceptable state of repair and appearance, is continuously capable of cruising, and is operated annually by the moorage renter: (a) for no less than 6 times for "day cruises" (participation in an MBYC boating event is equivalent to a day cruise), or (b) which is used for extended salt water cruising (two weeks or more); the burden of proof rests with the member but only upon request of the Rear Commodore.

ELIGIBLE BOAT: A boat that is documented or registered in the name(s) of the member(s) and a proof of insurance is on file with the Club. Configuration consists of having an inside cabin with not less than two permanent sleeping bunks, a permanently installed head including an approved holding tank, and a permanently installed galley consisting of a sink and stove.

APPLICATION FOR MOORAGE: A form which is available in the Club office, or can be downloaded from the Club website, upon which a Regular or Life Member in good standing, who owns an eligible boat, or

wishes to change his slip assignment, or has a signed contract to acquire an eligible boat, may make application for rented moorage at Club facilities. This form must be submitted to the Rear Commodore.

SENIORITY DATE & ADJUSTED SENORITY DATE: The date of the Board of Trustees meeting at which such Member was approved for membership as a Regular Member. In the event that more than one member was approved at the same meeting, then the members will be prioritized for the purposes of moorage administration by the dates and times on their respective Membership Application Forms. The Board will adjust the Seniority Date for the period of days, months and years of Non-Resident status or for membership suspension.

MOORAGE PRIME RENTER: A member who has been assigned a slip in accordance with these Moorage Rules and Regulations and holds a valid Club Moorage Rental Agreement. Equivalent terms are moorage renter, moorage holder, or regular moorage holder.

MOORAGE SUB-RENTER: A member who has been assigned a slip in accordance with these Moorage Rules and Regulations and holds a valid Club Moorage Sub-Rental Agreement.

MOORAGE WAIT LIST: A list of the names of Regular and Life Members in good standing seeking moorage that own an eligible boat, or who have moorage but request a different slip assignment, or who have a signed purchase contract to acquire an eligible boat. This list will be maintained and prioritized based on the member's Seniority Date.

VESSELS: For the purposes of this document the term "Vessels" shall refer to boats, personal watercraft, jet skis, dinghies, etc.