

LORAIN SAILING & YACHT CLUB
DOCK LEASING POLICY

GENERAL RULES

1. **Members Only.** Only members in good standing have the right to lease slips. Good standing shall be defined as, but not limited to, members having a non-delinquent payment status on all indebtedness to the club. No member will be assigned a slip or permitted to occupy an assigned slip unless their dock contract and club membership payment obligations are current.
2. **Renewal Rights.** Members in good standing will be permitted to renew the lease for their current slip assignment for the subsequent season without interference from the waiting list or another member's preference, up through September 30th of the current season. Renewal shall consist of a signed Dockage Agreement, proof of boat insurance, and 20% deposit for the subsequent season. Slips not renewed by October 1 will be considered vacant and available.
3. **Failure to Pay.** Fees for slip rental are due and payable as shown on the Dockage Agreement. If the Member breaches any of the terms of that agreement, including failure to pay, LSYC shall, as provided in the agreement have the right to terminate the agreement and the slip may then be rented to another Member at the discretion of LSYC.
4. **Refunds.** Dockage Agreements may be cancelled through May 1. LSYC will refund any advance payments in excess of the cancellation fee specified in the Dockage Agreement.
5. **LSYC Right to Rent Vacant Slips.** LSYC may rent vacant slips on a temporary or transient basis at the convenience of the club. Temporary or transient occupants of these slips have no rights on the waiting list. A vacant slip is one for which there is not a current lease agreement with a member in good standing.
6. **Open Slips.** An open member slip is a slip for which there is a current lease agreement but the member has notified LSYC that their boat will be away from the slip for a period of time. Open member slips may be temporarily made available to other transient boats, such as visiting ILYA members or for special events at LSYC discretion.
7. **Written, Non-Assignable Agreement Required.** No slip may be occupied without a current Dockage Agreement or Overnight Rental Agreement indicating the slip to be occupied and identifying the occupant boat and its owner, signed by the member or visitor and an authorized LSYC representative. All assignments, transfers, or trading of slips must be reviewed and approved by the Marina Committee. Any rights granted a member or guest under these agreements are personal to the member/guest and are not assignable to any other party. Sub-Letting will not be permitted.
8. **Maximum Boat Size.** Boats occupying slips shall not exceed the maximum overall length and width requirements established by the Marina Committee for each slip. A boat's overall length and width shall include all marine extensions as docked.
9. **Authority.** The Operations Manager is the Board of Trustees' designated leasing representative and as such shall be responsible for compliance with these policies and procedures. The Marina Committee is the Board of Trustees' designated representative for maintenance of these policies and procedures.

WAITING LIST POLICIES

1. Only LSYC members in good standing are permitted to apply for a place on the Dock Waiting List. Any membership type may apply. Waiting List applications must be received by September 30 to be considered at the October meeting. Wait Listed Members (WLs) shall consist of those who have completed an LSYC Wait List application.
2. The Operations Manager will maintain two separate Wait Lists. One list is for current dockers seeking a preferred dock, the other for members seeking entry into the marina. Current Dockers requesting a dock for a second boat do not receive preferential treatment and will be listed on the Entry list.
3. Waiting Lists will be available for review at the Gas Dock during regular business hours during the boating season and by appointment out of season.

AWARDING OF SLIPS

1. **Available Slips.** Vacant slips not renewed by October 1st will be offered each year to WLs at a meeting immediately following the General Membership Meeting in October. Vacant slips remaining or becoming available after the Annual Meeting will be rented for the season at the discretion of LSYC.
2. **Procedure** The Annual Dock Awards Meeting will be held immediately after the General Membership meeting in October. Only properly registered WLs, or their representative holding an original Power of Attorney, may participate. The Marina Committee will conduct the meeting. All vacant slips as of October 1, plus slips vacated as a result of the awards process, will be available to the participants. Current dockers will have first choice of available slips according to their placement on waiting list. Members on entry waiting list will then have choice of slips according to their placement on waiting list.
3. **Priority Order.** WLs on each list shall maintain a place on that list in priority order based on their accumulated points. Ties between WLs having the same number of points will be settled by their length of time on the waiting list. WLs are responsible for submitting their list of points, in the place provided on the application, to the Marina Committee for review and verification. WLs are responsible for updating the points on their application annually. Points are as follows:
 - a. 1 point for each year of membership in the club, beginning with the 2002 season.
 - b. 1 point for each year docking in the marina, beginning with the 2002 season. (Unless the application is for a second dock)
 - c. 1 point for every \$50 in LSYC Bucks surrendered for the purchase of points (the \$50 annual limitation does not apply). LSYC Bucks must have been issued to the member, their spouse or their non-adult children. Members will be refunded the LSYC Bucks submitted if the application is voluntarily withdrawn prior to acceptance of a dock or no dock is awarded.
 - d. Career (not yearly) service points, which is the highest of:
 - i. 2 points for having served as a Board Trustee, or non-paid Operations or Business Manager.
 - ii. 3 points for having served as a designated Officer (except Commodore) under Article VIII of the Constitution.
 - iii. 4 points for having served as Commodore.Service points are awarded to either or both spouses / significant others having served in the LSC, LYC, or the LSYC.
4. **Completing the Process.** A Member who is awarded a different or new slip will immediately sign a new dockage agreement for the slip awarded, furnish proof of insurance, any LSYC bucks that were bid, and money necessary to meet a 20% deposit. If there is a current leasing agreement in effect with member, that agreement will be ended and deposit or payments made will be applied to the new leasing agreement. Failure to comply will result in the slip being awarded to the next member on waiting list.

LSYC MARINA WAITING LIST APPLICATION 2004

Application Date _____

Boat Name _____ OII# _____

Length Overall ___ft ___in Width Overall ___ft ___in Draft ___ft ___in

Currently Dock at Marina _____ Dock# _____, Slip # _____

Member Name _____

Street Address _____

City, State Zip _____

Work phone (____) _____ - _____

Home phone (____) _____ - _____

Cell phone (____) _____ - _____

Fax number (____) _____ - _____

e- mail _____

Request for Specific Slip(s), Please specify Dock letter & Slip #.
_____, _____, _____, _____, or _____

Request for any slip with a 25' dock

Request for any slip with a 27' dock

Request for any slip with a 28' dock

Request for any slip with a 30' dock

Request for any slip with a 33' dock

Request for any slip with a 35' dock

Points Submitted:

1 point for each year of membership beginning 2002 - _____

1 point for each year LSYC Docking beginning 2002 - _____

1 point for each \$50 of LSYC Bucks submitted - _____

Highest Career Service points earned: either 2 points for _____

Trustee, 3 points for Officer, or 4 for Commodore _____

Total Points _____

Member Signature _____

Accepted by _____

Printed name _____