



## **GTYC Moorings Policy**

As last revised & approved, February 16, 2021

### **1.0 Purpose**

This policy describes availability, assignment, and usage of the Grand Traverse Yacht Club's (GTYC) mooring facilities. Application for a mooring should be made on the Club's website or to the Moorings and Storage Chair (MSC).

### **2.0 Eligibility**

2.1 Member Eligibility: Mooring privileges are available to Active Members in good standing. At least one Active Member must have a controlling interest in the boat. Active Member and Member in this policy refer to the Equity Owners of the Club as defined in the GTYC Bylaws.

2.1.a Associate Members in good standing may apply for a mooring but may be required to move to Active Member status in order to lease a mooring.

2.2 Vessel Eligibility: No boat greater than thirty-six (36) feet, nor displacement greater than 18,000 pounds may be moored on GTYC buoys. Boats moored on GTYC buoys must react to winds and water conditions in a manner that does not endanger other moored boats.

2.3 Exceptions to eligibility requirements requires approval by the Moorings and Storage Chair and the Board.

### **3.0 Storage Season and Renewal Policy**

#### **3.1 The Mooring Storage Season begins May 1 and ends October 15.**

3.2 Prior year Mooring Holders, with the right of automatic renewal, must be in good standing and execute the appropriate Storage Contract and User Agreement and pay their Mooring fee by April 1. Moorings not renewed by April 1 will be considered abandoned and offered to the first Member on the waiting list.

3.3 Mooring holders that fail to moor a vessel after paying for storage shall be considered to have used a grace year. If they fail to moor a vessel in a succeeding year, the mooring permit may be considered abandoned.

### **4.0 Mooring Waiting List**

4.1 The MSC will establish and maintain a Mooring Waiting list when the Mooring Field is at capacity. Members who wish to reserve a space on a Storage Waiting List must complete an online application, and pay a one-time, non-refundable fee.

4.2 When a mooring becomes available, it will be offered to the first Active member on the Waiting List. The member shall have seven (7) days to accept the offer, execute the appropriate Storage Agreement and pay the season's mooring fee. If the wait listed member declines the mooring offer, the wait listed member may elect to go to the bottom of the wait list or be removed from the list, and the mooring shall be offered to the next member on the Waiting List.

4.3 If a wait listed member is unable to accept the open mooring offer for good cause, the wait listed member may request a one-season grace period and accept the offered mooring the following season. In this instance the next member offered the mooring shall be advised that the mooring opportunity may only be for the upcoming season.

## **5.0 Fees**

5.1 Mooring Fee: \$500.00 per season.

5.2 Mooring Waiting List Fee: \$25.00 one-time, non-refundable fee

5.3 Transient Mooring Fees, when a mooring is available, is \$20 per day and shall be collected by the MSC, Club Manager or their designate. Transient Mooring Fees shall include transient Dinghy Dock Storage at no additional fee.

5.4 A Mooring Fee may be partially or fully refunded if the Club is given appropriate opportunity to reassign the Mooring. Any such request for refund shall be made in writing to the Moorings and Storage Chair for approval by the Board.

## **6.0 Usage Rules, Terms and Conditions**

**6.1 Mooring holders are responsible for the provision and maintenance of their own floating ball and pennants to be attached to the assigned ground tackle**

**6.1.a The GTYC mooring standard requires the use of two mooring pennants to secure the boat to the assigned ground tackle. Each pennant must be shackled in some combination of galvanized shackles (moused with stainless wire) to the ground tackle**

6.1 All Mooring holders shall be granted dinghy dock storage for one tender at no additional fee. The tender and its use shall comply with the GTYC Dry Storage and Dinghy Dock Policy.

6. Moorings and associated rights are non-transferable. Grand Traverse Yacht Club (hereinafter referred to as GTYC) reserves the right to offer moorings to transient guests when not occupied by a contract holder. The contract holder agrees to notify GTYC of his/her expected departure and return dates when gone overnight.

6.3 Mooring holders that intend to be off of their mooring for more than two days are to inform the MSC, Club Manager or any Flag Officer of their intention so that their

mooring can be made available in case of emergency or Transient Use by visiting guests to the Club.

6.4 The Fixed and Floating Docks of the Grand Traverse Yacht Club are intended for launching, retrieving, vessel loading and unloading convenience only. Due to the exposed nature and limited dock stability, no overnight dockage is allowed without specific permission of the MSC, Flag Officers, or Club Manager.

6.5 Mooring holders, as members of GTYC, have a responsibility to aid in the installation, removal, and maintenance of amenities aiding the mooring and dockage of the vessels, including docks and cleats

6.6 GTYC does not offer launch service

6.7 Mooring assignments are subject to the needs of the Club and may be reassigned to optimize the distribution of yachts in the field at the direction of the Moorings and Storage Chair.

6.8 GTYC provides no security protection and assumes no responsibility whatsoever for the safety of boats and/or equipment referred to herein, directly or indirectly.

6.9 All vessels must have hull and liability insurance with a minimum liability limit of \$300,000. Proof of insurance must be filed with GTYC prior to the start of the season

6.10 GTYC is not responsible for damage to your vessel or other personal property for any reason including but not limited to fire, storm, theft, wind, ice, acts of God, the work of contractors or members, failure of your mooring, failure of any aspect of the mooring field, or for any other reason. Mooring your vessel at the GTYC is entirely at your own risk.

6.11 Club staff, property, and vessels will not be endangered in rendering assistance in the rescue or recovery of member property

6.12 The contract holder acknowledges that GTYC makes no representations regarding the adequacy of water levels for ingress and egress. GTYC is not responsible for damage resulting, directly or indirectly, from low or high water levels

## **7.0 Grace Period**

7.1 A one season grace period may be granted to a Member for good cause, such as illness or issues involving the availability of the Member's yacht, to allow the Member to maintain the right of renewal of a mooring in the following season.

7.2 The grace period request shall be made in writing to the Moorings and Storage Chair, who shall have the power to evaluate the request and shall be responsible for reporting to the Board that such a request has been made, granted, or denied.

## **8.0 Disagreements and Disputes**

Any decision by the Moorings and Storage Chair, regarding this policy or its enforcement, may be brought before the Board of Directors of the Club, at a regularly scheduled Board Meeting, for further review at the request of a Member

## **9.0 Revision Log**

February 20, 2018 Adopted

January 21, 2020

Revised amending 3.1 storage season dates, adding 3.3, clarifying 5.2, increasing transient fee in 5.3 and adding 6.5

February 16, 2021 Adopted Revisions:

1.0 — Add acronym

2.1.a — Add Associates eligible for application

3.1 — Revise definition of mooring season

3.2 — add language of Mooring Contract & User Agreement

4.1 — add acronym & change to “fee”

4.2 — change to “first Active”

5.2 — change to one-time \$25 fee

6 — change in language in regards to transient occupation of mooring s

6.4 — Include Club Manager

6.5 — added in whole

6.6 — added in whole

6.8 — added in whole

6.9 — added in whole

6.10 — added in whole

6.11 — added in whole

6.12 — added in whole

7.2 — added “in writing”

