



Biloxi Yacht Club

Marina Rules

Revision Date: **January 16, 2012**

Owner: **Marina Committee**

Definitions

Term	Definition
Arrearage	The state of being behind in the fulfillment of obligations or of being overdue in payment
Mooring	A vessel is said to be moored when it is fastened to a fixed object such as a bollard, pier, quay or the seabed, or to a floating object such as an anchor buoy.
Hurricane	A tropical cyclone in which the maximum sustained surface wind (using the U.S. 1-minute average) is 64 kt (74 mph or 119 km/hr) or more. The term hurricane is used for Northern Hemisphere tropical cyclones east of the International Dateline to the Greenwich Meridian. The term typhoon is used for Pacific tropical cyclones north of the Equator west of the International Dateline. (NOAA.gov)

General

Purpose	To set forth in detail, rules and regulations governing any member utilizing the Club Marina.
Authority	The Biloxi Yacht Club Bylaws charges the Marina Committee with exclusive responsibility for the assignment of slips, dockage space and Pier activity. The manager and/or the Governing Board through its designee shall have the responsibility of the collection of rental fees.
Eligibility	Rental of slips is limited to Biloxi Yacht Club members in good standing.
Submission of Applicants for Slip Rental	An eligible member seeking an assignment of a boat slip will submit an application in writing to the Marina Committee with proper vessel ownership, length, beam and depth. The application will not be accepted from a prospective boat owner unless it contains proof of a boat purchase and boat delivery within three months of the application date. Proof of liability insurance is required.
Assignment of Slips	Slips are assigned in the order of the dates the applications are received by the club. An exception may occur when it is deemed by the Marina Committee to be in the best interest of the club. The Marina Committee reserves the right to reassign slips to provide maximum usage.
Slip/Dockage Rental Payment	Slip/dockage rental fees are due in advance and on a monthly basis. Statements will be forwarded at the beginning of each month and are payable upon receipt. The slip/dockage fee is set by the Governing Board and may be adjusted from time to time at its discretion. Thirty (30) Amp shore power and twenty (20) amp receptacle use is available at a flat rate set by the governing board and may be adjusted from time to time at its discretion.
Arrearage	Prompt payment is required. Members in arrear will be subject to Administrative action by the Governing Board. Specifically, Members failing to make payments in conjunction with regular monthly billing of the club and the constitutional provisions provided therefore may be subject to having their slip assignments terminated.
Use of Marina	The marina is for the exclusive use of members' private pleasure and or competitive craft. Vessels engaged in primarily commercial activity of any kind are expressly

	<p>excluded.</p>
Control of Slips	<p>The Marina Committee reserves the right to make changes in existing slip assignments when deemed to be in the best interest of the club.</p> <p>When a slip is to be vacant for a period of more than seven (7) days, the member shall notify the Marina Committee in writing, including the starting and ending dates of the vacancy. Although the member continues to pay rent, control of the slip is assumed by the Marina Committee. The slip may then be temporarily assigned and any additional revenue accrues to the Biloxi Yacht Club.</p> <p>The Marina Committee immediately shall be notified in writing when a boat which is occupying a slip is sold. At the time of notification, the control of the slip is assumed by the Marina Committee. The member shall have a period of six (6) months to replace the boat with a like-type boat, and the member is liable for rent charges during such time the slip is not occupied by member's boat. It shall be the responsibility of the member to keep the Marina Committee informed. If no action is forthcoming by the member by the end of the six (6) month grace period, the slip shall be considered vacant and may be reassigned. A SLIP SHALL NOT BE SUBLEASED BY THE MEMBER. Members shall not exchange slips without the approval of the Marina Committee. A member shall have only one (1) slip.</p>
Liability	<p>The member agrees to assume responsibility for any damage caused to the Biloxi Yacht Club Marina and /or adjacent boats by his vessel, himself, or his guest while occupying, approaching or leaving the slip, and while embarking or disembarking from the boat and while docking the vessel.</p> <p>Neither the Biloxi Yacht Club, or its agents or employees shall be liable for loss or destruction of, or damage to, the vessel or anything therein or thereon from any cause whatsoever, or for the injuries to the member, any person, or any property that maybe sustained by the member's use of the Biloxi Yacht Club Marina. Members shall indemnify and hold harmless the club, its agents and employees from such liability.</p> <p>A member's continued use of the assigned slip will be considered acceptance of the liability and the responsibility stated herein.</p>
Mooring	<p>The member, and not the club, its agents or employees, at all times is responsible for maintaining his boat in a seaworthy condition and mooring it in such a manner and with sufficient lines and fenders so as not to cause damage to the piers or adjacent vessels. Failure to comply with this rule shall result in termination of the slip lease.</p> <p>The Marina Committee shall have the authority, without liability for damage thereto, to board, secure, and/or move a boat as deemed necessary for safety reasons. Any cost incurred by reason of this paragraph shall be charged as additional slip rental.</p> <p>Any and all improvements made to the Marina by a vessel owner remain the property of the Biloxi Yacht Club unless otherwise approved by the Governing Board.</p>
Pier Storage & Alterations	<p>Members and Race Committee Chairman shall not use the piers or finger piers for the storage of dinghies, ground tackle, crab traps, paint, lumber and the like, provided however gear boxes may be installed as follows:</p>

	<p>All dock boxes must be bolted to the pier with pressure treated 2 by 4's underneath to prevent rotting of pier surface. ALL BOXES MUST BE APPROVED BY MARINA COMMITTEE.</p> <p>NO ALTERATIONS OR MODIFICATIONS SHALL BE MADE TO THE PIER'S WITHOUT PRIOR WRITTEN PERMISSION OF THE MARINA COMMITTEE.</p>
Visiting Yachts	<p>ALL VISITING YACHTS SHALL REGISTER WITH BYC. Subject to space available, BYC members who are not slip holders may dock for a period of forty-eight (48) without charge, excepting power use which shall be charged at the same rate as that which would be paid by the slip holder. After that time the slip shall be subleased and the member charged fees at the same rate as would be paid by the holder of the slip</p> <p>Subject to availability, members of recognized yacht clubs may dock for a fee of fifty cents (\$.50) per foot of boat length per day, paid in advance. Thirty (30) amp shore power is available at a rate of two (2) dollars per day paid in advance. Twenty (20) amp receptacles are available for a flat rate of one (1) dollar per day paid in advance.</p> <p>There will be no dockage charge for vessels belonging to skippers, officials and observers participating in regattas of other event sponsored or co-sponsored by the Biloxi Yacht Club. This includes a period of one (1) week prior to and after such regatta or event. The Governing Board, at its discretion, may shorten or lengthen this period for special events.</p>
Inclement Weather	<p>All yachts shall be prepared to move at all times during Hurricane Season and shall move promptly when instructed to by the Marina Chairman in the event of a Hurricane.</p>