

ACSC DRY STORAGE MEMBER RULES

EFFECTIVE DATE: OCT 24, 2020

ALAMEDA
COMMUNITY SAILING CENTER



ALAMEDA COMMUNITY SAILING CENTER
PO BOX 1707, ALAMEDA CA 94501
(510) 629-9282

Alameda Community Sailing Center (ACSC) primary use is as a sailing center and not a boat storage yard.

By moving your boat into this yard you are expected to regularly sail your boat and be a participant in the community sailing center.

1. We Need Your Help

The Alameda Community Sailing Center owes a large part of its existence to the City of Alameda, who owns the land on which we operate. The lease between ACSC and the City of Alameda sets limits on what ACSC can and cannot do on the property.

By agreeing to the terms of the Dry Storage Membership Agreement (the **Agreement**) and paying membership fees, you become a Dry Storage Member (**DS Member**) of ACSC.

The ACSC facility (the **Facility**) will be kept clean by all of us. Never step over trash. Pick it up, put it in its place.

The ACSC is a community sailing center. Volunteers do nearly everything that we get done. Please do not make work for others; rather, do more than your share to keep our Facility and its reputation clean and polished. Alameda Community Sailing Center is a 501c(3) not for profit corporation. The fees you pay as a Dry Storage Member are used in their entirety to support the goals of ACSC.

2. Storage Fees

As of the Effective Date above, the current monthly storage fee is calculated as follows: Length x Width x \$0.60. Length and Width are in feet and include trailer or dolly, boat, and all projections (trailer tongue, trailer wheels, bowsprit, rudder, mast, wings, etc.). For documentation purposes, please fill out the Length and Width as required on the DS Member Agreement, even if your boat is listed in the one design table below. The minimum fee is \$30 per boat per month, regardless of dimensions. ACSC has the right to adjust the fee from time to time, with 30 days written notice. Billing will be done on a quarterly basis.

One design class as follows:

CLASS	ON DOLLY	ON TRAILER
Laser	\$55	\$65
FJ/420	\$50	\$60
Hobie 16	\$85	\$110
Others	\$0.60 per SqFt	

ACSC defines a dolly as a boat carriage that increases the boat's length by less than 1 foot and increases the beam by less than 1 foot.

3. Use of Facility

- Being a DS Member of ACSC entitles you to store the single Boat described in the Agreement at the Facility. A DS Member sticker will be affixed to the upper starboard corner of the Boat's stern. If you use a dolly, you must have your name on the dolly in permanent marker or pain and reapply as needed to keep it highly visible.
- The reason for the existence of ACSC and this Facility is the active promotion of on-the-water activities. "Active use" of boats belonging to DS Members is defined as 8 times a year. If your Boat does not meet the active use definition, you may be asked to remove it. Compliance is expected within 30 days of such notice. After that, the Agreement will be considered terminated, and the Boat will be impounded (see below).

4. Safety

- Footwear is required at the Facility at all times.
- Anyone under the age of 16 must be supervised by an adult while at the Facility.
- Alameda police and fire local dispatch number: 510-522-2423 or 911.
- The Coast Guard can be reached on VHF radio channel 16 or by phone at 415-399-3451

5. Security

The Facility is off the beaten path. Police presence and security are limited here. **Do not leave the gate unlocked.** Get to know others at the Facility – engage them in conversation.

6. Main Gate

The combination to the main gate will change from time to time. DS Members will be notified of changes of the combination via email. DS Members shall not divulge the combination to non-members other than their crew. For the safety of all equipment stored at ACSC, please keep the combination to yourself and your crew members. Each occupant is responsible for the security of the Facility; however, DS Members are additionally responsible for each of their guests. Please relock the gate every time after you use it. To this end, never leave the lock hanging open on the chain, since the combination is visible, and the lock and chain can be removed, meaning the gate cannot be secured. Always rotate the combination tumbler and close the lock on the chain.



7. Impounded, Abandoned Boats

- a. If the monthly fee is unpaid for 30 days, a written notice of non-compliance will be sent to the DS Member's address on file. If the monthly fee is unpaid for 60 days, the Boat, its equipment and any associated dolly or trailer will be impounded.
- b. The fee for impounded boats is \$10 a day.
- c. To remove a Boat from impound, the DS Member must pay all back rent, surcharges, and impound fees.
- d. The ACSC Facility Director manages the impound process.
- e. If fees are unpaid for 60 days or more, ACSC or its designee may attach a lien to all such impounded property and sell the property to pay rent, fees, and costs of impound and sale.

8. Misuse of Space

- a. Unregistered or unmarked boats will be impounded per section 7, or removed from the Facility to outside the gate.
- b. A boat not subject to a signed agreement will be immediately impounded per section 7 above. If the boat remains unclaimed for more than 30 days, ACSC may have it removed, destroyed, or sold, with the proceeds to be retained by ACSC.
- c. Any DS Member storing a boat or trailer without markings will receive a written notice of non-compliance. If non-compliance continues for 30 days or more, the Dry Storage Member will be assessed a penalty of \$50, and ACSC will have the immediate right to terminate the Agreement.
- d. DS Members agree not to borrow from, alter, or remove other people's boats or equipment.

9. Restrictions and Limitations

These restrictions are dictated by our lease with the City of Alameda and will be strictly enforced.

- a. The terms of our lease with the City allow ACSC members to store non-motorized wind-powered boats up to Twenty-Five (25) feet long and manually powered boats up to Forty (40) feet long.
- b. DS Members may not store hazardous materials (including gasoline and diesel) at the Facility. ACSC reserves the right, without notice, to dispose of anything in the space other than a boat, boat parts and associated trailer. The DS Member will be charged for all costs of disposal.
- c. No motorized vessels or equipment may be stored at the Facility, except for support boats belonging to ACSC. This means DS Members may not store outboard engines or fuel at the Facility.
- d. ACSC has the right at all times to inspect anything stored at the Facility. DS Members shall comply with and facilitate such inspections.
- e. Boats stored at the Facility shall not be used for the conduct of a business or trade.

10. No Use of ACSC Boats and Equipment

ACSC boats (motor and sail) and equipment are for ACSC programs and special events, and shall not be used by DS Members unless prior written permission is received from the ACSC Facility Director for other use.

11. Boat Location Assignments

In order to increase organization and density in the Facility, boats may be repositioned from time to time, at the discretion of the ACSC Facility Director. The goal will be to keep boats of similar sizes and styles together. DS Members will be notified via email when such changes occur.

12. Securing Your Boat

All Boats should be stored in a seamanlike manner when not in use. Do not secure a boat, trailer, or anything else to the fence. Trailers and dollies must have all tires inflated, working, and wheel chocks must be used to avoid rolling. All boats must be securely tied to their trailers or dollies. Covers must be strapped down so they stay on in a storm. The stormy season is November 1st through March 1st. This is a good time to unstep the mast. This will reduce the chances of damage to your boat or other boats caused by your boat. There will be no additional charge for storing masts down from November 1—March 1. ACSC is not responsible for damage to your boat or trailer.

13. Insurance; No Liability of ACSC

All DS Members are required to have liability insurance and may be asked to provide proof from time to time. DS Members assume all liability for bodily injury and property damage caused by their boat or related equipment, dollies and trailers. DS Members agree to release, hold harmless and indemnify ACSC and its officers, members, employees and agents for any claims arising out of DS Member's use of the Facility. ACSC is not responsible for damage due to wind, weather, other acts of God, or improperly secured boats and equipment.

14. Keeping Information Current

DS Member shall promptly notify ACSC if there are any changes to DS Member's contact information, or the boat. If the boat is sold, the seller is responsible to have the boat removed from the yard or is liable for any further storage charges until the new owner completes a new agreement with ACSC. Unless otherwise specified, all written notices will be sent to the DS Member's email address on file.

15. Changes to these Rules

These rules may be changed from time to time by ACSC. Changes will be communicated to DS Members by email. DS Members' continued storage of their Boat constitutes agreement with any rules in place at the time.

