



ACSC Dry Storage Member Rules

Effective Date: January 1, 2014

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 and put it in its proper place.
- The ACSC is a community sailing center. Nearly everything that we get done is done by volunteers. Please do not make work for others; rather, do more than your share to keep our Facility and its reputation clean and polished.

2. Storage Fees

As of the Effective Date above, the current monthly storage fee is calculated as follows: Length x Width x \$0.55. Length and Width are in feet, and include trailer or dolly, boat and all projections (trailer tongue, trailer wheels, bow sprit, rudder, mast, wings, etc.). The minimum fee is \$20 per boat per month, regardless of dimensions. ACSC has the right to adjust the fee from time to time, with 30 days written notice.

One design class pricing:

| Class | On a dolly | On a trailer |
|--------------|-------------------|---------------------|
| Laser | \$40 | \$50 |
| FJ / 420 | \$45 | \$55 |
| Hobie 16 | \$75 | \$95 |

A dolly changes the length and width of the boat's footprint by a small amount: beam increase less than 1 foot, length increase less than 1 foot.

3. Use of Facility

- a. Being a DS Member of ACSC entitles you to store the single Boat described in the Agreement at the Facility. A DS Member sticker must be affixed to the upper starboard corner of the Boat's stern and the name of the DS Member and ACSC number must be written on the tongue of the trailer and or dolly. This marking must be made in permanent marker or paint and reapplied as needed to keep it highly visible.
- b. 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 your Boat. 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

- a. Footwear is required at the Facility at all times.

- b. Anyone under the age of 16 must be supervised by an adult while at the Facility.
- c. Alameda police and fire local dispatch number: 510-522-2423 or 911.
- d. 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.

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 impound process is managed by the ACSC Facility Director.
- 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. All unregistered or unmarked boats will be impounded per section 7 above 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 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, 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 allows 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 re-positioned 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 dinghies must be securely tied to their trailers or dollies. Covers must be strapped down so they stay on in a storm. Dinghy masts must be down and secured to the dinghy during the stormy season (November 1st through March 1st). Doing this will save your Boat from damage and prevent damage to other boats. There will be no additional charge for 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. Communication

DS Member questions or concerns should be directed to the ACSC Facility Director. The Facility must stay functional, clean, safe, and well maintained to stay within the provisions of our lease with the City of Alameda. It is the responsibility of all DS Members to abide by these rules and regulations so that ACSC does not lose its lease. If you see something that needs attention, notify the ACSC Facility Director in person or by email.

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.