

# MIAMI BEACH

## PLANNING DEPARTMENT

### Staff Report & Recommendation

### PLANNING BOARD

TO: Chairperson and Members  
Planning Board

DATE: March 26, 2024

FROM: Thomas R. Mooney, AICP  
Planning Director



SUBJECT: **Discussion on Uses in Residential Marinas.**

#### **HISTORY**

On April 25, 2023, the Planning Board scheduled a discussion on uses in residential marinas for the June 27, 2023 meeting. On June 27, 2023, the Planning Board discussed the item and continued it to the September 26, 2023 meeting. On September 26, 2023, the Planning Board deferred the item to the October 24, 2023 meeting. On October 24, 2023, the Planning Board continued the item to the January 30, 2024 meeting with a request that a presentation be made by the Marine and Waterfront Protection Authority. On January 30, 2024, the item was deferred to the February 27, 2024 meeting. On February 27, 2024, the item was continued to the March 26, 2024 meeting as members of the Marine and Waterfront Protection Authority were not available.

#### **DISCUSSION**

For the purposes of this discussion, staff is providing relevant sections from the City Code, which may be helpful for the board's discussion.

Uses in public docks are regulated by Chapter 66, entitled "Marine Structures, Facilities and Vessels," Article IV, entitled "Vessels." See the excerpt below:

***Sec. 66-151. Launching, hauling and docking at public seawall, etc., prohibited—Unauthorized vessels: enforcement.***

- (a) No person shall launch, dock, or remove any vessel from the waters of the city over any public seawall, sidewalk, street end, or public property except at locations where a regular business of launching, docking and hauling vessels is conducted, which has the necessary equipment to do such work, or in areas designated and posted for such purpose by the city. Any vessel that is docked along a city seawall shall be considered an unauthorized vessel.*
- (b) Docking of unauthorized vessels at public seawalls in residential neighborhoods prohibited.*
  - (1) No person shall dock or otherwise secure any vessel, or embark or disembark any passengers or charter parties, at any municipal or public seawall, wharf, dock, or*

*bulkhead, in a residential neighborhood, except in case of emergency involving safety to life or property.*

Private Marinas are regulated through Chapter 66, Article III, entitled “Piers, Docks and Boat Ramps.” The regulations primarily relate to the projection of such structures into the adjacent waterway. See the excerpt from the City Code below:

**Sec. 66-113. Limitation on projection of structures; public hearing.**

- (a) *Boat slips, docks, wharves, dolphin poles, mooring piles or structures of any kind shall not be constructed or erected that extend into any canal or waterway in the city more than ten percent of the width of such canal or waterway at a specific location measured from the seawall or property as shown by recorded plat line if no seawall exists; but if a canal or waterway is more than 100 feet in width, the structure may extend into such canal or waterway a distance not greater than 15 percent of the width of such canal or waterway at that specific location, but not to exceed a distance greater than 40 feet. However, subject to the review and approval of the applicable state and county authorities, a dock, wharf, dolphin pole, mooring pile or other structure may extend from a lot zoned for residential use into any part of Biscayne Bay or other waterway in excess of 1,000 feet in width, a distance no greater than 125 feet and may extend from a lot zoned for business use into Biscayne Bay or other waterways a distance not greater than 250 feet. It is further provided that any boat, ship or vessel of any kind shall not be docked or moored so that its projection into the waterway would be beyond the permissible projections for such docks, wharves, dolphin poles, mooring piles or other structures, and the mooring of any type of vessel or watercraft shall be prohibited along either side of the walkway leading from the seawall to a boat dock. Notwithstanding the foregoing, in the event any dock, wharf, dolphin pole, mooring pile or other structure is proposed to extend greater than 40 feet from a seawall adjacent to, or abutting the WD-1 or WD-2 district, conditional use approval from the planning board, in accordance with chapter 118, article IV of the City Code, shall also be required.*
- (b) *Permits for erection of any of the above structures must be obtained from the building department, the state internal improvement fund, or any other government agency having jurisdiction over the construction of these structures, if necessary, and if abutting navigable streams, the approval of the U.S. Army Corps of Engineers must be secured.*

This City Code does not contain any specific restrictions on uses for private marinas, such as regulations for charter boats or commercial fishing.

Per the Resiliency Code, the WD-1 waterway district does provide more specific regulations as to the permissible marine uses. It specifically allows for the rental of watercraft and wet dockage of pleasure crafts, among others. See the code excerpt below:

**7.2.21.2 Uses (WD-1)**

**USES TABLE (WD-1)**

RESIDENTIAL

LODGING

OFFICE

<b>USES TABLE (WD-1)</b>	
<b>COMMERCIAL</b>	
Kiosks	<i>P</i>
Alcoholic beverage establishments	<i>Pro *</i>
Gambling and Casinos pursuant to section <a href="#">7.1.8</a>	<i>Pro</i>
Rentals or leases of mopeds, motorcycles, and motorized bicycles pursuant to section <a href="#">7.1.8</a>	<i>Pro</i>
Neighborhood and Retail Fulfillment Centers pursuant to section <a href="#">7.1.8</a>	<i>Pro</i>
<b>CIVIC</b>	
<b>CIVIL SUPPORT</b>	
<b>EDUCATIONAL</b>	
<b>INDUSTRIAL</b>	
<b>OTHER</b>	
Water transportation stops	<i>P</i>
Rental of watercraft, excluding jet skis and similar uses	<i>P</i>
Wet dockage of pleasure craft	<i>P</i>
Walkways and decks	<i>P</i>

### **UPDATE**

At the June 27, 2023 meeting the Planning Board discussed the item. Board Member Brian Elias has provided the rules and regulations for the operation of the Sunset Harbour Yacht Club, which is attached to this report, for reference.

**SUNSET HARBOUR YACHT CLUB, INC.**

**RULES AND REGULATIONS**

**FOR MEMBERS, CUSTOMERS, TRANSIENT  
RENTERS, AND LEASES**

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## **PREAMBLE**

These Rules and Regulations for Sunset Harbour Yacht Club, Inc. (the "Club") are intended to be a guide to the use of the Club Facilities referred to in the Membership Plan. They are not intended to deal with all conceivable issues that may be presented for governance. These Rules and Regulations are established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all other persons using the Club Facilities. The Club is committed to providing all members and their guests with an enjoyable Club experience. To uphold these standards, members and guests are expected to act in a manner consistent with good taste. The Club may amend these Rules and Regulations from time to time as it determines appropriate in its sole discretion. In the event of a conflict between these Rules and Regulations and the Club's Articles of Incorporation, By-Laws or Membership Plan, the provisions in the Club's Articles of Incorporation, By-Laws or Membership Plan shall prevail.

## **GENERAL CLUB RULES**

1. All of these Rules and Regulations shall apply to all Club members and slip lessees, even if not specifically stated in portions hereof. The Club shall be permitted, but not required, to grant relief to one or more members from specific Rules and Regulations upon written request therefore, and good cause shown in the sole opinion of the Club.
2. Members are responsible for compliance with these Rules and Regulations by their crew, families, guests and their invitees.
3. The Club Facilities shall be open on the days and during the hours as may be established by the Club. Areas of the Club may also be closed for scheduled maintenance and repairs.
4. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Club.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by state or local law.
6. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery without the prior approval of the Club. Other than as permitted in writing by the Club, no petition shall be originated, solicited, circulated or posted on Club property.
7. Members shall not use the roster or list of members of the Club for solicitation or commercial purposes or distribute the roster to anyone other than a member.
8. It is contrary to the Club's policy to have its facilities used for functions or fund raising efforts for the benefit of a political cause, except as specifically permitted by the Club. The Club Facilities shall not be used in connection with organized religious services, charitable or other activities except as may be approved by the Club.

9. Members should not request special personal services from employees of the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by members.

10. Pets shall be leashed and are only permitted if they do not disturb other members. No pets are allowed near the pool areas. Members are responsible for damage caused by pets owned by the member or under the member's control.

11. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club or its employees must be in writing, signed and addressed to the Club Manager.

12. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the Club Manager and no member or guest shall reprimand or discipline any employee, nor shall a member request an employee to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the management of the Club immediately. In the event any Club employee does perform such services for a member, regardless of when they are performed, such employee shall be deemed to be outside the scope of the employee's employment by the Club and the Club shall not be responsible in any manner for such employee's tortuous acts, injuries and/or remuneration. The employee who performs such services is also subject to review for retention of his or her employment with the Club.

13. Self-parking is permitted in areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs may be towed at the owner's expense.

14. No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.

15. Firearms and all other weapons of any kind are not permitted on Club property at any time.

16. Use of the Club Facilities may be restricted or reserved from time to time by the Club.

17. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with these Rules and Regulations.

18. The personnel of the Club will have full authority to enforce these Rules and Regulations and any infractions will be reported to the management of the Club.

19. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.

## **MEMBERSHIP CARDS**

1. The Club will issue an identification membership card to the member and the other members of his or her family who are eligible for membership privileges. Membership cards will include the member's photograph, name, Club account number and category of membership. Membership cards will only be issued upon payment of dues by the member. Membership cards will not be issued to children under the age of 18. Members and their families must have their membership cards with them at all times while using the Club Facilities.

2. A membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable.

3. In order to protect members from improper charges, membership cards must be presented at the point of sale for all transactions.

4. Membership cards will be mailed to the members at the address designated by the member or held for pick-up at the Marina Office as determined by the Club.

5. In the event of a lost or stolen membership card, the Club must be notified immediately. The member's Club account number will be canceled and the Club will issue a new membership card number. Until notification of card loss or theft is received in writing by the Club, the member shall be responsible for all charges placed on the account. A card replacement fee as determined by the Club may be charged for lost or stolen membership cards or in any situation where the Club account number is changed.

6. Each member may receive such identification decals and other insignia as the Club may from time to time designate, and shall display such insignia as required by the Club.

## **MEMBER DUES AND CHARGES**

1. Members' dues will be billed on a monthly basis unless otherwise determined by the Club with no sublet or assignment privileges. Fees shall be based on the size of slip required. Shore power shall be metered and charged the prevailing public utility rates. Absences of forty eight hours or more must be reported to the Club. The Club reserves the right to sublease a slip that is vacated for 48 hours or more regardless of lack of notification to the Club.

2. All members must maintain insurance at all times for their vessels with the policies having types of coverage and amounts satisfactory to the Club. The Company and the Club shall be named as an additional insured on such policies. Copies of all such policies must be submitted annually to the Club. The insurance coverage must include a provision that notice shall be provided to the Company and the Club in the event the insurance coverage expires, lapses or is otherwise terminated. The Club, at its discretion, may obtain insurance on behalf of a slip lessee or Member at the owner's or member's expense. All vessels must maintain Pollution Liability/Environmental Impairment Coverage for their vessels. It is agreed that vessel owners assume full responsibility for any environmental damage that their vessels may cause.



3. The Club reserves the right to implement a credit card billing system such that all dues, fees and charges are billed to each member's approved credit card. In the event the Club implements such a system, it will give notice to such effect to the members. Each member must then furnish the Club with an approved credit card to which the member authorizes the Club to charge dues, fees and charges.

4. Members have the option of having dues, fees and other charges billed to their credit or debit card on file with the Club, or billed directly to their Club account, as provided for in the Membership Purchase Agreement. Such charges will be billed on a monthly basis and members will receive a written statement of their charges. All members agree to pay directly to the Club any amounts not paid by the credit or debit card company within ten days of receipt of written notice from the Club.

5. The credit card company shall pay the dues, fees and charges to the Club. Members will receive a written statement of their monthly dues, fees and charges, which have been charged to their credit card. All members agree to promptly pay directly to the Club any amounts not paid by the credit card company upon written notice from the Club to the member. If not paid within 10 days after written notice from the Club, a service charge of one and one-half percent per month (but not to exceed the maximum amount permitted by law) shall begin to accrue from the date of the written notice until payment in full. The member shall be obligated to keep a valid approved credit card on file with the Club at all times.

6. If the member fails to pay any amounts not paid by the credit card company within 30 days after written notice from the Club to the member, the Club shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full and/or charge the member's credit card on file with the Club for the amount owing.

**Continued delinquency for a period of 90 days from the date of written notice from the Club, or repeated incidents of delinquency by the member, may result in termination of membership in the Club. If a member maintains a past due balances for 6 months or more the Club privileges will automatically be terminated and the club will revoke the Equity Membership Certificate.**

7. Club accounts shall be deemed delinquent from the date first billed if payment is not received within 30 days after the date of the monthly statement. **Past due bills will be subject to a one and one-half percent (1.5%) late payment charge per month, but not to exceed the maximum amount permitted by law.** The late payment charge shall accrue 30 days from the date of the monthly statement until the account is paid in full. Members having past due bills may be charged a reinstatement fee at the discretion of the Club to reactivate an account once it is deemed delinquent. The Club shall have a lien on the membership certificate and vessels for any unpaid dues, fees or charges which are not paid to the Club when due, and the Club may pursue all legal and equitable remedies to perfect and foreclose said lien. The right of enforcement of the lien herein granted to the Club shall be in addition to any and all other rights and remedies available to the Club.

8. When a membership is issued in the name of more than one person, each person shall be jointly and severally liable for all dues, fees and other charges and liabilities associated with the membership.

9. If the Club account of any member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of a membership or legal action. If the Club commences any legal action to collect any amount owed by any member or to enforce any other liability of any member to the Club, and if the Club prevails in said action, the member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

10. Please See Articles XV, XVI and XVII of the By-Laws and the Membership Plan.

## **GRATUITIES**

It is customary for the Club to send a letter providing an opportunity for members to contribute a suggested contribution to a Holiday Fund for all Club employees. Payment of such contribution will be voluntary and will be included on the contributing member's November bill. This Holiday Fund provides the members with an opportunity to show their appreciation to Club employees during the holiday season. Club management shall be responsible for the distribution of these funds.

## **MAILING ADDRESSES**

1. Each member shall be responsible for filing with the Membership Office, in writing, preferably on a form provided by the Club, his or her mailing address and any changes thereto, where the member wishes all notices and invoices of the Club to be sent. A member shall be deemed to have received mailings from the Club ten days after they have been mailed to the address on file with the Club. In the absence of an address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the Club Manager may think is most likely to cause its prompt delivery.

2. The Club must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of these Rules and Regulations.

## **MEMBERSHIP CORRESPONDENCE**

**Complaints or suggestions concerning the management, service or operation of the Club should be in writing, signed by the member and addressed to the President or officers of the Club or the Club Manager.** Errors in billing charges should be directed to the attention of the Accounting Department.

## **CLUB SERVICES AND ACTIVITIES**

1. The Club desires to encourage the use of the Club Facilities by members for private functions on any day or evening, provided it does not interfere with the normal operation of the Club, or with the services regularly available to members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.

2. Private functions are permitted at the Club only with prior permission of the Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsor of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function.

3. Special events and functions may be scheduled from time to time at the discretion of the Club.

## **RESIGNATION OF MEMBERSHIP**

1. A member may resign membership in the Club by delivering written notice of resignation to the Club's Office. A membership shall be deemed to have been resigned as of the date the Club receives written notice of the member's resignation.

2. Notwithstanding any resignation, the member and his or her spouse or individual living with a member shall remain liable for any amounts unpaid on the member's Club account.

3. Resignation of a member is irrevocable, unless otherwise determined by the Club.

4. Please see the By-Laws and Membership Plan provisions regarding resigned members, including the payment of dues by resigned members.

## **DISCIPLINE**

1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any member whose conduct or whose family's or guest's conduct shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its members or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the membership suspended or terminated by the Club. The Club shall also be entitled to exercise any remedy available at law or in equity and shall be cause for immediate removal of the vessel and the person(s) in question from the marina and shall be deemed sufficient reason to deny future requests for dockage. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for membership, (ii) submitting false information on the Membership Purchase Agreement, (iii) allowing his or her membership card to be used by another person, (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (vi) abusing Club personnel or employees, or (vii) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the members or the Club. Please See Article XVII of the ByLaws and the Membership Plan.

2. Any member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If such member desires to be heard, the Club

shall set a time and date (not less than ten days thereafter) for a hearing. While such complaint is being considered by the Club, the member shall enjoy the privileges of the Club. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership and/or, after notice, terminate a member for failure to pay in proper and timely manner dues, fees or any other amounts owed to the Club. Please see Article XXI of the By-Laws and the Membership Plan.

3. The Club may restrict or suspend some or all of a member's, family member's and/or guest's Club privileges. If the Club determines that a member's conduct or the conduct of his or her family or guest is improper, the Club may expel the member, suspend or restrict the member's membership privileges, or restrict the use privileges of the member's family or guest whose conduct was improper. No member is entitled, on account of any restriction or suspension, to any refund of any membership deposit, dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.

4. The membership of any member who has been expelled hereunder shall be placed on the waiting list for reissuance and the member's membership deposit shall be returned to the member upon reissuance of the membership in the same manner as in the case of any resigned membership. All membership privileges shall cease upon expulsion from the Club. The amount refunded to the person will be reduced by the amount of any unpaid dues, fees and charges.

## **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

1. Each member as a condition of membership and each guest as a condition of invitation to the Club Facilities assume sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any personal property used or stored on the Club Facilities, whether in lockers or elsewhere. Any such personal property which may have been left in or on the facilities for six months or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.

2. No person shall remove from the Club's premises any property or furniture belonging to the Club without proper written authorization.

3. Every member of the Club shall be liable for any property damage caused by the member, any guest or any family member. The cost of such damage shall be charged to the responsible member's Club account.

4. Any member, family member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk. The member and his or her family members and guests shall hold the Company, any manager of the Club Facilities, their affiliates, their successors and assigns and their respective shareholders, partners, directors, officers,

members, employees, representatives, agents and members of the Club's Board of Directors or committees (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Club Facilities, arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties.

5. Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against any one or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

## **CHILDREN**

Members are responsible for the conduct and safety of any children under their supervision when enjoying the Club Facilities.

## **ATTIRE**

**General Attire** - It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that members will advise their guests of the dress requirements. The Club may publish dress requirements from time to time.

## **GUEST PRIVILEGES**

Although it is the intention of the Club to accommodate guests without inconvenience to the members, the Club reserves the right to limit the number of guests that are invited or are sponsored by a member on any given day. The Club also reserves the right to determine from time to time the maximum number of times a particular guest may use the Club Facilities as a guest of a member during each membership year. The Club may establish from time to time the rate of the daily guest fees, charges and the rules and regulations for use of the Club Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion. The sponsoring member shall be responsible for all charges incurred by the guest. The sponsoring member is also responsible for the conduct of a guest while at the Club. Please see the Membership Plan provisions regarding guest privileges.

## **MEMBER'S RESPONSIBILITY AS TO USE OF THE CLUB**

You should consult with your physician before using our services and facilities. You understand and acknowledge that we have no expertise in diagnosing, examining or treating any medical condition. You agree you will not use the facilities with any medical condition, including open cuts, abrasions, sores, infections, maladies or inability to maintain personal hygiene, if such a condition poses a direct threat to the health or safety of yourself and others and agree you will use the facilities in accordance with all applicable public health requirements. It is your responsibility to consult with your physician to determine if any of

these medical conditions exists and, if so, whether such condition poses a direct threat to the health or safety of yourself or others. The Club reserves the right, however, to make the final determination in this regard

### **Personal Belongings**

We recommend that members do not bring valuables into the Club. DO NOT LEAVE VALUABLES UNPROTECTED. WE ARE NOT RESPONSIBLE FOR LOST OR STOLEN ARTICLES. Pursuant to your membership contract or your use agreement, you have waived any right to sue the Club for lost or stolen articles... We accept no responsibility for articles left behind. Club personnel are not allowed to accept responsibility for personal articles.

No hair dyeing or bleaching permitted in the locker room or the wet areas. No glass containers are permitted.

### **NO SMOKING/GUM CHEWING**

In the interest of providing a healthy and safe environment for our members and guests, SHYC adheres to a NO SMOKING in the gym and a NO GUM CHEWING policy. The use of any type of tobacco products, including smokeless tobacco, within the gym is prohibited.

### **FOOD AND DRINKS**

Food is permitted only in designated areas and not inside the pool area or exercise areas. You may carry beverages in covered plastic containers only during your workout; no glass containers are permitted in the Club. Please properly dispose of all drinking containers and refuse in the trash receptacles.

Alcoholic beverages are not permitted in the gym or pool area. Do not drink alcoholic beverages before using the Club's gym and pool facilities.

**DO NOT USE** wet areas if you are taking any medication that causes drowsiness or have any medical condition which makes such use inappropriate. Please follow all posted signs carefully.

### **Members are required to advise all guests of the Sunset Harbour Yacht Club of the rules and regulations:**

- a. Marina Rules & Regulations**
- b. Pool and Fitness Center Area Regulations**
- c. Vehicles**
- d. Pets**

To help ensure your safe use and enjoyment of our facilities, we have established the following rules and regulations that we require everyone to follow. Please note that from time to time we may find it necessary to amend or add to these rules and regulations. Rules and regulations may also be orally communicated to you or contained on signs posted in the Club. Please review and familiarize yourself with them. Please contact our Club manager if you have any questions.

## GENERAL POOL RULES

Hours- Pool is open from 7:00 AM to Sunset.

1. NO LIFE GUARD ON DUTY - Use of the pool at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the Marina Office or Security immediately.
2. Children 12 years and younger must be accompanied and supervised by an adult at all times.
3. Children who cannot swim must be accompanied by a parent or guardian at all times while in the pool area.
4. Children must be three years of age and toilet trained to use the pool. Children wearing diapers other than swim diapers are not permitted in the pool.
5. Swimming is permitted only during designated hours. The pool is officially closed when a "CLOSED" sign is posted.
6. For sanitary purposes, please shower before entering the pool. (Suntan oils MUST be showered off!)
7. Bottles, glass objects and sharp objects are not permitted in the pool area. Trash should be placed in the proper receptacles located throughout the pool area.
8. Radios, televisions and the like are permitted only when played at a sound level which is not offensive to other members and guests. Television, radios, tape players, etc. are not permitted at the poolside or in pool area, unless equipped with headphones.
9. Animals, bicycles, skateboards, play balls of any type and coolers are not permitted in the pool area.
10. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
11. Running, ball playing and hazardous activities are not permitted in the pool area. Pushing, dunking and dangerous games are prohibited.
12. Diving is not permitted.

13. Fishing, spear fishing and snorkeling equipment, other than a mask and snorkel, are not to be used in the pool area except as part of an organized course of instruction.

14. Throwing footballs, Frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the pool area. The Club staff has the authority to expel from the pool area anyone who does not follow these Pool Rules or whose conduct is otherwise unbecoming of a member.

15. Swimming parties may be arranged through the Club in advance of the occasion.

16. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions, as the use of these oils and lotions could stain or damage the furniture.

17. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, and all other trash in the proper receptacles.

18. Flotation devices are permitted for non-swimming children up to five years of age.

19. Persons who leave the pool area for over 30 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.

20. Members must accompany their guest at all times.

#### OUTDOOR GAS GRILL

Gas grill and the covered cabana space are designated for Yacht Club members only. Grill users are responsible for cleaning the grill immediately after cooking. Use of Gas Grill is at user's own risk.

After using the grill the gas supply handle at the tank must be turned off. Gatherings at the grill that anticipate more than 6 participants shall notify the Club office of the event. Club social functions scheduled in advance shall have priority over all other recreation area uses.

#### PETS

1) Pets must be on a hand held leash when outside.

2) Pet droppings must be picked up immediately and disposed of properly.

3) No pets are permitted in pool or barbecue area.

4) Pets must be walked on the outside perimeter of the Condominium Property.



## VEHICLES

All Club members' vehicles must clearly display their issued SHYC parking decal in the driver side left hand corner of the wind shield. In addition, members must park in their designated parking spots or the vehicle may be subject to towing.

All Guests of members or Sub Lessees must clearly display their SHYC parking decal in the driver side left hand corner of the wind shield. If a temporary parking pass has been issued it must be clearly hanging from the rear view mirror. In addition all vehicles must park in their designated parking spots or the vehicle may be subject to towing.

## USE OF HEALTH FITNESS AREA

Hours- Gym is open from 5:00 AM to 11:00PM.

### CHECKING IN FOR GYM USE

Members must check-in by signing in and completing the SIGN IN SHEET located at the front counter EVERY TIME THEY USE THE GYM. Members must show their membership cards to the staff when asked and may be required to leave their membership cards at the front desk and/or insert their cards into the card reader. Members may not loan their membership cards to anyone. We may require members to show additional photo identification prior to admittance to the Gym. Members must be in good standing (that is, paid to date) to use the Gym. A fee will be charged to replace lost or stolen membership cards.

**NO GUESTS ARE ALLOWED In the Health Fitness Area**

### MEMBERSHIP AGE RESTRICTIONS

**No One under the age of 18 is allowed in the gym fitness center.**

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### EXERCISE EQUIPMENT

Members must use the equipment only in the manner intended by the manufacturer and authorized by the Club. Please follow all instructions and posed signs carefully. We reserve the right to limit your use of any equipment or facilities to ensure the equitable use of the equipment and facilities by all members. Members shall not move or modify the equipment in any manner whatsoever. No free weight or loose equipment shall be used in connection with any mechanical equipment or in any manner for which the equipment was not originally intended. If you believe any piece of equipment is malfunctioning, please notify Club management immediately. Members may not bring in their own equipment. **DO NOT USE the equipment if you are taking any medication that causes drowsiness or have any medical condition which makes such use inappropriate.**

# Rules and Regulations for the Health Fitness Area

1. All members must Sign in at the Health Fitness Center desk, and must present a membership identification card before working out. Failure to have the proper ID will result in denial of workout. Lost membership cards must be replaced for a \$28.50 fee at SHYC Marina Office. NO EXCEPTIONS.
2. Members must wear appropriate exercise attire at all times. A shirt must be worn to cover the upper body, shorts must be mid-thigh or longer; socks and athletic shoes are also required. The clothing must be for exercise purposes. Therefore, casual clothing is not allowed. . No open-toed shoes, open-backed shoes, boots, sandals, or casual shoes are allowed. **Athletic shoes are required in exercise areas.** Failure to dress properly will result in denial to workout.
3. Disrupting or interfering with the workout of another member is not allowed. Respect the rights of others by using courteous and appropriate behavior. Profanity is not allowed.
4. Observe proper personal hygiene by showering regularly, wearing clean clothing and using deodorant.
5. Members must wipe off all equipment after use. Members bring their own towels; the Health Fitness Center does not provide them.
6. The Health Fitness Center is not responsible for lost or stolen personal items. Items will not be held at the front desk.
7. Except for capped water bottles, eating or drinking is prohibited. Please dispose of all trash in the proper bins outside of the fitness center.
8. Slow down, clear and reset the cardio respiratory machines for the next member. Keep all cardio workouts under 30 minutes maximum.
9. Compliance with free weights includes the following:
10. Re-rack all free weights after use
  - Collars are to be used at all times to secure weights on bars. Our insurance requires it.
  - Weight plates are not to be leaned against equipment standards and machines.
  - After utilizing equipment, strip bars and return plates and dumbbells to proper storage areas.
  - Members must use safety bars when using the squat racks, leg sled .
  - Dumbbells and weight plates cannot be dropped on floor for any reason.
- 11.
12. No trainers allowed unless accompanied by Sunset Harbour Yacht Club Member and have properly registered in the marina office with proof of licensure and their updated insurance with SHYC named as an “Additional Insured”.

13. All Trainers must sign this Waiver and Release form
- 14.
15. The fitness center is only to be used by people with approved admittance. .
16. Fitness center participants should report all equipment malfunctions, personal injuries and specific concerns immediately to the staff.
17. All participants are to comply with staff regarding enforcement of policies related to safety, programming, exercise techniques and policies.

#### **DRESS CODE**

We reserve the right to deny use of the Club to any person whose attire we do not consider to be appropriate in connection with the public image of our Club and our rules and regulations. No profane language or slogans on any attire in the Club is permitted.

## **Marina Rules & Regulations**

#### **USE OF SLIP**

1. Each member shall have the exclusive use of the slip for the sole purpose of docking the vessel (or any new vessel accepted by the Club in writing). The member may not add to, alter, modify or otherwise change the slip, without the prior written consent of the Club, which may be withheld by the Club in its absolute discretion. The member may not sub-let their slip for monetary consideration. All sub-leases must be prepared and executed through the club.
2. In accordance with our current DEP Submerged land lease only "One Vessel is Allowed Per Slip". All vessels and members shall comply with all federal, state and local rules and regulations pertaining to the operation and maintenance of vessels.
3. Members and/or vessel operators and invitees shall adhere to all speed regulations when operating within Marina waters, entrance channels and adjacent waters. Vessels operating in the night time in the Marina shall be properly equipped with navigational lights and shall be operated in accordance with all applicable provisions of federal and state maritime operating procedures. **NO VESSEL SHALL BE OPERATED IN THE MARINA SO AS TO CREATE A WAKE AND UNDER NO CIRCUMSTANCES SHALL A VESSEL BE OPERATED IN EXCESS OF THE IDLE SPEED.**
4. All slip owners and lessees must maintain insurance at all times for their vessels with the policies having types of coverage and amounts satisfactory to the Club. The Club shall be named as an additional insured on such policies. Copies of all such policies and all renewals thereof must be submitted to the Dock Master. All vessels must maintain Pollution Liability/Environmental Impairment Coverage for their vessels. It is agreed that vessel owners assume full responsibility for any environmental damage that their vessels may cause.

5. From time to time, the Dock master may require any vessel to relocate for purposes of maintenance or repairs to the Marina. The Club will provide adequate facilities while repairs are in progress for such time as the Club or the Dock Master deems it to be necessary. Repairs and/or refitting of vessels at dockside are prohibited. The extent of repairs or maintenance permitted to be performed at the Marina shall be at the sole discretion of the Dock Master and be in compliance with our posted Best Management Practices.

6. Members and slip lessees shall not be permitted to modify the utility connections of the Marina slips, without the consent of the Club. Any costs for requested improvements to existing connections shall be the responsibility of the slip owner or lessee, as the case may be.

7. In the event that a vessel has, as a part thereof or affixed thereto, an appurtenance (such as a diving platform or bowsprit), the length of which, when added to the length of the vessel, is greater than that of the vessel's slip, then such appurtenance may encroach beyond the vessel's slip so long as (a) it does not encroach over any other slip, dock or pier, (b) where the appurtenance is part of or affixed to the bow of the vessel, the vessel is moored in its slip stern-first and (c) the encroachment does not interfere with navigation over Marina waters, entrance channels and adjacent waters. In slips where a vessel is moored parallel to the main dock, the vessel's overall length may not exceed 90% of the slip's specifications. In all other slips the overall length of the vessel may not exceed 10% of the slip's specifications.

8. Members shall, at their sole cost and expense, maintain their vessels in seaworthy condition, with due regard to fire and safety hazards, and shall be responsible for pumping their vessels when needed. Vessels showing unusual leakage must be repaired or removed from the Marina, at the owner's sole cost and expense. It is the responsibility of the owner of any vessel showing unusual leakage to report the hazard immediately to the Dock Master.

9. **Employees of the Club are not to perform or be requested to perform personal services for members;** the Dock Master being solely responsible for directing and supervising employees. In the event that any Club employee does perform such services for a member (regardless of when they are performed), such employee shall be considered as acting as agent of the member and such performance shall be deemed outside of the scope of the employee's employment by the Club and the Club shall not be responsible in any manner for such employee's actions, including, but not limited to, such employee's tortuous acts, injuries and remuneration.

10. No non-service related motorized vehicle, bicycle, skateboard, roller blades, roller skates, cart or other wheeled vehicle shall be ridden, driven, stored or otherwise permitted on the piers, docks, sidewalks, catwalks, bulkheads or other portions of the common elements and the Marina not specifically designed or designated for such use.

11. Noise shall be kept at a minimum at all times. Members shall use the utmost discretion in operating main engines, radios, televisions and/or other equipment so as not to create a nuisance or disturbance in the Marina area.

12. The use of spotlights, floodlights and/or other lighting in such a manner as to affect the safety and/or comfort of others is prohibited. Without limiting the generality of the foregoing, common element lighting shall be provided by the Club. No member shall permit lighting on or near this slip or vessel which adversely affects the common elements lighting scheme.

13. No swimming, diving or fishing is permitted in the Marina area.

14. In the event that a vessel or other equipment is to be loaned to or boarded by persons in the absence of the member and/or operator, the Dock Master must be notified in advance as to allow the Dock Master to verify authorization.

15. The Dock Master's office shall be notified each time a vessel leaves the slip for an extended period. As the term is used herein, an extended period shall constitute a period wherein the vessel will not be utilizing the slip for a period of forty-eight (48) hours. The Yacht Club reserves the right to Sub Lease the slip after the slip is vacated for a 48 hour period.

16. Members are requested to record with the Dock Master current name(s), address (es) and telephone number(s) of person(s) to contact in case of an emergency.

17. Pets shall be leashed within the confines of the Marina and are only permitted if they do not disturb other members.

18. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Marina and including full compliance by them of these Rules and Regulations and all other rules and regulations of the Club. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the Marina. Applicable rules, regulations and recommendations promulgated by government agencies applicable to children (including, without limitation, those requiring the use of personal floatation devices) shall be complied with at all times.

19. The use of floating live bait wells is strictly limited to club members and long term leasers with the following provisions; All units must be contained within the designated slip area and properly secured to prevent drifting or obstructing another member's slip, the fairways or floating under any of the dock structures. In addition, units are not allowed to be stored on the docks or finger piers and must be removed when a tropical storm warning is posted.

20. Violation of any of the above rules and regulations or any misconduct or immoral or offensive behavior by a member, or such member's invitees, licensees or agents, which might injure a person, cause damage to property, be considered in bad taste by the Dock Master or cause harm to the reputation of the Club, shall be cause for immediate removal from the Marina of the vessel and persons in question, upon order of the Dock Master, and shall be deemed sufficient reason to deny future requests for dockage and to cancel memberships.

## MARINA RULES

1. All Members' vessels and transient vessels docked at the marina facilities shall comply with all applicable federal, state and local laws and rules and regulations established by the Club pertaining to the operation and maintenance of vessels at the Marina. Any Member found to be in violation of such laws will be held directly responsible for such violations including, but not limited to, the payment of all fines and penalties that may be imposed.

2. All vessels desiring to dock or obtain services at the marina facilities must register with the Club. When a vessel enters the marina, it immediately comes under the jurisdiction of the Club. The Club shall have the right, but shall not be required, to remove any vessel from the marina which fails to comply with said rules.

3. All vessels docked at the marina on a long-term basis must be registered in the name of the Member. A copy of the vessel registration certificate must be submitted upon the request of the Club. Corporate owned vessels must submit corporate officer information, if requested.

4. The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. In no event shall such "liveaboard" status exceed six (6) months.

5. Members are solely responsible for the proper mooring of their vessels and are required to maintain mooring lines in good condition and of sufficient strength to secure their vessels at all times. Any special mooring rules or procedures issued by the Club shall be complied with at all times. No member may install a boat lift for the dry storage of vessels without permission from the Club, which permission may be withheld in its sole and absolute discretion, nor shall dry storage of vessels be permitted by any other means whatsoever. All storage of vessels and boat lifts shall be subject to obtaining the necessary governmental approvals. In the event of adverse weather and/or hurricane conditions, members shall be responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, and U.S. Coast Guard, the Club or any other applicable agency. Members shall also take all necessary precautions for the safety of their vessels. Members shall be solely responsible for any damage to their vessels or the marina docks, pilings and hardware. Members may be required to relocate their vessels in the marina, if necessary, to avoid damage to the vessel, marina docks, pilings or hardware or if directed by the Club. If so directed by the Club, immediate compliance is required or the Club will have the authority to implement any directives.

6. From time to time, the Club may request any vessel to relocate to another marina slip upon ten (10) days written notice from the Club to accommodate boats involved in events scheduled or sponsored by the Club and/or for purposes of maintenance or repairs to the marina. Failure to do so will result in suspension of the membership. The Club will provide adequate facilities while repairs are in progress until such time as the Club deems it to be necessary.

7. Major repairs to vessels including major engine work, exterior spray painting, or work that is not contained on the vessel shall not be permitted. The extent of repairs permitted

to be performed at the Club shall be at the sole discretion of the Club and in compliance with the posted Best Management Practices and the Clean Marina Program.

8. All materials and equipment including hoses, cables, cords and lines must be kept clear of the docks to allow for proper ingress and egress to and from the marina slips, piers and parking areas.

9. Refuse trash and/or garbage shall not be thrown overboard. Garbage shall be deposited in cans supplied for that purpose, except engine oils, filters, spirits, combustible liquids, etc. The disposal of these items in the proper and approved manner is the responsibility of the member. Failure to properly dispose of these items will be reported to the appropriate Federal authorities for prosecution under applicable environmental laws. In addition, the member will be responsible for all clean-up costs and is subject to permanent removal of his or her vessel from the marina. No person shall discharge sewage, waste water, fuel, oil, spirits, flammable liquids or oily bilge water into the marina waters and/or adjacent channels.

10. Charcoal or open flame fires will not be permitted on docks or vessels at any time. No flammable, combustible or exposed fluids, chemicals or substances (other than fuel and oil in the vessel or in the vessel's engine system) shall be kept in any marina slip, vessel or in the marina area. In addition, in compliance with the Clean Marina Program, no solvents, flammable or hazardous liquids and/or fuel may not be stored on the docks or in the slip's dock boxes.

11. Laundry shall not be hung or spread to dry or air in public view from any vessel or marina slip.

12. In the event of an emergency during the member's absence, the Club shall be authorized to make any reasonable and necessary repairs. The cost of such repairs shall be charged to the member.

13. Each vessel must have sanitary equipment on board as is required by all applicable federal, state and local authorities. Each Member shall be responsible for scheduling with the marina office pumping out all sewage contained in holding tanks into the on-site sanitary system/Pump-out Station. In no event, whatsoever may Member discharge sewage or any foreign substance into the waters of the marina. The vessel owner or captain should be present during the pump out procedure and direct SHYC staff as needed to safely complete the pump out operation of their vessel. The vessel owner and/or captain releases and discharges us (and our affiliates, employees, agents, representatives, successors and assigns) from any and all claims or causes of action (known or unknown) arising out of our efforts to pump out the members vessel and agrees to assume full liability for this operation and to hold harmless the Sunset Harbour Yacht Club and its staff for any damage that may occur. The Club has the right to inspect for compliance.

14. No vessels may be cleaned or maintained in the marina unless U.S. Coast Guard accepted and environmentally approved solvents, additives or chemicals are used in such maintenance.

15. The Club may permit the police, the U.S. Coast Guard and similar watercraft to be docked in any portions of the marina designated for such use by the Marina.

16. Sailboat owners are required to tie off halyards. If this is not done and the slapping of halyards occurs, the Dock Master shall be authorized to tie off halyards and charge the member a nominal fee established from time to time.

17. No illegal activity or drugs or other contraband shall be conducted, used or stored on the premises of the Club facilities at any time.

18. Strict compliance with manatee warning signs is required by members, operators and invitees. Each member using the marina or the channels adjacent to the marina is responsible for complying with all applicable rules and regulations regarding the protection of manatees.

19. Each member using the marina or the channels adjacent to the marina assumes all risk of injury, loss or damage to himself or herself, his guests and invitees and to his or her vessel or its appurtenances or contents, including any loss or damage arising out of or due to adverse weather conditions. This responsibility includes damage to other vessels and damage to the marina. Club shall not have any liability or responsibility therefore. The Club shall have the authority to impose a fine or penalty upon any member, his or her guests or invitees who cause any damage to the marina facilities and shall take all such reasonable actions including, but not limited to, imposing a maritime lien on such member's vessel. The Club does not make any expressed or implied warranties or representations as to the condition of the docks, piers, gangways, wharves or ramps and does not undertake any duty to advise of any hazardous conditions requiring the attention of the member. The Club shall not be liable for any injury to persons or property occurring at the marina or the Club, or for any theft of, or from, any vessel, regardless of whether or not the loss, damage or claim results from the Club's negligence. The Club shall not have any liability for the care or protection of any vessel, and each member agrees to indemnify and to hold harmless the Club against any such loss, damage or claim arising out of the member's, or such member's family members, guests or invitees use of the marina and/or Club or the operation of a vessel at or around the marina and the Club, whether or not the loss, damage or claim results from the Club's negligence or from adverse weather conditions. The foregoing shall include the member's obligation to pay all attorney's fees and costs actually incurred by the Club in connection with any matter covered by the foregoing, regardless of whether suit is brought or any appeal is taken there from.

20. THESE RULES INCORPORATE SECTION 328.17, FLORIDA STATUTES UNDER WHICH THE CLUB MAY SELL A VESSEL AT A NON-JUDICIAL SALE IN THE EVENT OF NON-PAYMENT OF DUES FOR A PERIOD OF SIX (6) MONTHS. THE RIGHTS AVAILABLE TO THE CLUB UNDER THAT STATUTE ARE IN ADDITION TO ANY AND ALL OTHER RIGHTS WHICH THE CLUB HAS AVAILABLE TO IT UNDER THESE RULES OR AS OTHERWISE BY LAW.

21. **Mobile Fueling Operations:** Fueling may be arranged on selective basis with an approved hauler that maintains the proper insurance. This procedure must be



carefully coordinated with Sunset Harbour Yacht Club staff. Please Contact our Dock Master for assistance.

22. **Spills & Clean up:** We are obligated to abide by all USCG, Florida DEP and DERM regulations and to report spills as required. Clean-up activities fines can be very costly. In the event we find it necessary to perform clean-up or containment, those charges would be accessed directly to the responsible party

23. **Contractors & Vendors:** No outside contractors or vendors of any type are permitted to work on the vessel without prior authorization by the Club. All Vendors are required to carry at least \$1,000,000 liability cover with the Club being named as an additional insured. In addition all vendors are required to check into marina office and abide by all the rules & regulations of the club.

24. **Trash Disposal:** Trash receptacles have been provided throughout the facility for your use. If you are a SOLAS vessel and require additional disposal requirements please contact our Dock Master for assistance. In any event, please help us keep our facility clean.

25. **Hurricane Preparedness Plan:** In the event of a Hurricane Watch being issued for this area, all vessels are advised to depart the Sunset Harbour Yacht Club and seek safe harbor. Under no circumstances does Sunset Harbour Yacht Club accept any responsibility for vessels left in the marina. Each member vessel that elects to stay in the marina during a hurricane must employ a hurricane tie-down plan approved by the management and provide the necessary hardware and rope to safely secure the vessel under hurricane conditions. If a vessel is left in the marina without a proper tie-down plan in place the marina may elect, but has no duty, to secure the vessel as it sees fit and charge the member for labor and materials at an hourly rate.

26. **Florida Statue 327.59**

#### NOTICE TO VESSEL OWNER

The undersigned hereby informs you that in the event you fail to remove your vessel from the marina promptly (timeframe to be determined between the marina owner or operator and the vessel owner) after the issuance of a tropical storm or hurricane watch for Miami Beach, Florida, under Florida law, the undersigned or his or her employees or agent are authorized to remove your vessel, if reasonable, from its slip or take any and all other reasonable actions deemed appropriate by the undersigned or his or her employees or agents in order to better secure your vessel and to protect marina property, private property, and the environment. You are further notified that you may be charged a reasonable fee for any such action. A marina owner, operator, employee, or agent shall not be liable for any damage incurred to a vessel from storms or hurricanes and is held harmless as a result of such actions. Nothing in this section may be construed to provide immunity to a marina operator, employee, or agent for any damage caused by intentional acts or negligence when removing or securing a vessel as permitted under this section.

**27. All activities must be in accordance with the Clean Marina Program as well as the Florida Department of Environmental Protection Best Management Practices as posted on our gates.** Failure to maintain strict adherence to these Best Management Practices may result in forfeiture of privileges to utilize Sunset Harbour Yacht Club facilities. Sunset Harbour Yacht Club reserves the right to prevent, interrupt or stop any boat maintenance, storage or other operation which is not in compliance with our various environmental policies and to further limit where and when any such operations may be undertaken.

#### **ADDITIONAL RULES AND REGULATIONS**

We reserve the right to amend or alter these rules and regulations at any time in our sole discretion. All amendments to these rules and regulations are effective immediately. In accordance with your membership contract and these rules, we may revoke or suspend your membership if you fail to follow the rules and regulations or for any reasons of nuisance, disturbance, moral turpitude or fraud.

#### **INDEMNIFICATION, WAIVER AND RELEASE**

You hereby confirm that the Club has entered or may enter into agreements with outside contractors for the salvage of vessels and for sea spill containment and clean up. Copies of these agreements or proposed agreements are available at the Club office for your review. You hereby agree to indemnify the Club, and its affiliates, employees, agents, representatives, successors, assigns, officers, directors and owners (the "Indemnified Parties") and save the Indemnified Parties harmless from and against any and all claims, actions, damages, liability, cost and expense related to or arising out of these Agreements. You hereby irrevocably and unconditionally release, acquit, and forever discharge the Indemnified Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever arising out of or related to the Club's execution of said agreements.

You agree that if you engage in any physical exercise, class or activity, or use any Club equipment or facility on the premises, you do so at your own risk. You agree that you are voluntarily participating in activities and use of the facilities and premises (including the parking lot, pool area, all docks) and assume all risk of injury, illness, damage or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property. You agree to release and discharge SHYC (and our affiliates, employees, agents, representatives, successors and assigns) and waive any and all claims or causes of action (known or unknown) arising out of the operations of the Club (but not the gross negligence of the Club). You acknowledge that you have carefully read this Waiver and Release and fully understand that it is a release of liability. You are waiving any right that you may have to bring a legal action to assert a claim against us for perceived negligence. You agree to assume all risk of damage, loss or theft to or of any personal property.



## CUSTOMER POLICIES & PROCEDURES ACKNOWLEDGEMENT

**All activities must be in accordance with the Florida Department of Environmental Protection Best Management Practices.** Failure to maintain strict adherence to these Best Management Practices may result in forfeiture of privileges to utilize SHYC facilities.

Sunset Harbour Yacht Club reserves the right to prevent, interrupt or stop any boat maintenance, storage or other operation which is not in compliance with our various environmental policies and to further limit where and when any such operations may be undertaken.

\_\_\_\_\_  
Vessel/Company Printed Name

\_\_\_\_\_  
Owner/Captain/Representative Printed Name

\_\_\_\_\_  
Owner/Captain/Representative Signature

\_\_\_\_\_  
Date

Access Cards Code Numbers Issued: