

CP01 – Marina and Harbor Operating Policies

CP01.1 – Objectives: The Marina shall be operated and managed by the Club for the benefit of and in the best interest of the Club membership and in a way that preserves the asset for its intended use. Leased marina slips, launching ramp slips and the launch ramp shall be for DKC member use only except as otherwise provided herein.

CP01.2 – Scope: The scope of this document includes leased marina slips, temporary moorage docks, launching ramp area, boat trailer parking, the harbor basin, entrance channel, private docks, and private marinas (as pertinent to the management of the harbor basin).

CP01.3 – Roles & Responsibilities: The Board oversees all aspects of Marina operation. Substantial changes in Marina and Harbor operation shall be approved by the Board. The Board shall appoint a Trustee as Docks and Waterfront Chair. The Docks and Waterfront Chair is responsible for forming a Docks committee that will advise the Board regarding the maintenance and improvement of existing Marina and Harbor facilities. The Harbor Master, under the supervision of the Docks and Waterfront Chair, is responsible for the day-to-day operation of the Marina. (See the “Docks and Waterfront Chair Responsibilities” and “Harbor Master Responsibilities” policy documents for more information.)

Club Office personnel handle the administrative duties of the marina including marina slip leases, waiting lists, private dock leases and guest moorage registrations.

The Club Treasurer is responsible for all Marina finances including payment of marina expenses and making financial reports to the Board.

CP01.4 - Marina Financing: The marina shall be a financially self-sustaining amenity for the use of the membership of the Driftwood Key Club. See the “Marina Finance” policy document for more information.

CP01.5 - Marina Slip Eligibility: Leased moorage is available to all DKC members in good standing on a first come, first serve basis. A waiting list for each slip length shall be maintained by the Club office. See the “Marina Slip Waiting List” policy document for more information. The following conditions apply to all Marina Slip leases (new or renewals):

- A signed slip lease shall be submitted to the Driftwood Key Club.
 - If the lessee has a boat when the lease, whether new or renewal, is signed, then at that time:
 - Proof of ownership and current state registration is required.
 - Proof of liability insurance is required.
 - The boat registration documenting the length must be submitted.
 - If lessee does not have a boat at the time of signing, he or she has 90 days to either obtain a boat or provide a purchase order for a boat. An extension of time may be granted by the Board.
- If a member sells his/her boat, the member must purchase or have a verifiable purchase order for another boat within 90 days. An extension of time may be granted by the Board.
- Leases are non-transferable under any circumstances.
- Renters are not eligible for slip leases under any circumstances.

- If the lessee acquires a new boat and intends to keep it in the leased slip, they must notify the office and submit the new registration documents within 30 days
- Sub-lease of slips is forbidden under all circumstances
- The lessee may permit guests to use their slip for a period not to exceed two (2) weeks per annum, provided the guest's boat is registered with the Harbor Master together with the time of such use.

CP01.6 - Types of Marina Lease Agreements: There are four different kinds of slip lease agreements:

- BOAT DOCK LEASE - for all new leases
- BOAT DOCK LEASE RENEWAL AGREEMENT - for annual slip lease renewals
- TEMPORARY BOAT DOCK LEASE - for lease of a second slip
- PRIVATE DOCK LICENSES AND AGREEMENT - for leasing Club owned tideland for private docks

All leases are for DKC members only. TEMPORARY BOAT DOCK LEASES for a second boat are available at the same price as the primary lease, as long as space is available. If a waiting list develops for these slips, the lessee shall relinquish the second slip.

CP01.7 - Restrictions on Marina Usage: The Marina is private property and as such shall not be open to non-members or their vessels, except as provided herein for guests of members or in times of distress as prescribed by Maritime Law. The owner of a distressed boat shall contact the Harbor Master for an expeditious removal of the boat. The Marina is not available for commercial enterprises (e.g., commercial fishing; selling fish; charter boats; boat sales). Floatplanes and boats over 40 feet, registered or documented length, are not allowed moorage. No personal watercraft ("Jet Skis") are allowed moorage.

CP01.8 - Disseminating Marina Policies and Rules: Copies of all rules and policies governing usage of the Marina shall be made readily available to DKC members. Copies will be included with slip leases and renewals. The "Rules For Harbor and Marina Facilities Use" will be posted in conspicuous places at all Marina facilities, and given to guests of members at time of registration.

Slips lessees shall indicate their agreement to abide by the "Rules For Harbor and Marina Facilities Use" when they sign any "Boat Dock Lease" documents.

CP01.9 - Temporary Moorage and the 72 Hour Rule: Temporary moorage for member use, for member guest use and for emergency use by non-members will be maintained under the following conditions:

- Only one guest boat per DKC member is allowed in temporary moorage.
- A three consecutive day (72 continuous hours) limit will be placed on all temporary moorage.
- 72 hours must pass before a member is eligible for a new 72-hour temporary moorage period.
- Violation of the 72 hour limit may result in a \$50 per day charge.
- Guests of members must register, display a guest sticker and pay a per/day fee (the amount determined by the Board).

CP01.10 - Marina Slip Pricing: The annual price for marina slips is determined by the current and future needs of the Marina. Leases are paid in advance for a full year based on Driftwood Key Club's fiscal year (July 1st to June 30th). Annual lease rates are based on four slip lengths (20' - 30' - 35' - 40') plus any overage. Overages beyond the designated slip length will be charged on a per foot basis. Overages are determined by the total length of the boat in normal moorage configuration including all

accessories and attachments (e.g., swim steps, outboards in the up position, outdrives, bow or stern pulpits, anchors and anchor rollers, bow sprits). In no case shall the registered or documented length of the boat be longer than the designated length of the slip.

CP01.11 - Partial Year Slip Leases: Slip leases are prorated by monthly amount after July 1st. Termination of a slip lease in mid-term will result in a refund, if the slip can be promptly leased to a new lessee. Refunds will be calculated starting the first month after termination.

CP01.12 - Private Docks/Club Tidelands: Most of the private docks in the Driftwood Key harbor are built partially on tidelands owned by the individual property owners and partially on Club owned tidelands. Owners of private docks are granted a perpetual license for use of Club owned tidelands and charged a fee every five years only to cover administrative costs (3% of applicable Club expenses) plus a share of the Club insurance and property taxes. A private dock cost sharing report has been established to determine the actual amounts of shared expenses. New leases are prorated so that all leases are renewed at the same time. Private dock owners must adhere to the same Harbor and Marina Facilities Rules adopted by the Board for the Marina. The Architectural Control Committee, following the ACC Rules and Regulations for "Docks and Bulkheads," must approve any changes to or new construction of private docks or other structures in the harbor basin

CP01.13 – Boat Maintenance and Registration: Moorage is intended for members' boats that are currently registered, maintained in safe, operable condition, and periodically used. The DKC marina is not a boat storage facility. The following criteria must be met:

- A moorage holder's boat must occupy the assigned moorage space at least 2 months of the year.
- "Currently registered" means that it has a current state decal which is properly displayed
- "Safe" means equipped and maintained so as to not represent an undue risk to marina infrastructure and adjacent boats. Display of a current US Coast Guard Auxiliary "Vessel Safety Check" sticker is encouraged and will be accepted as conformance with this requirement.
- "Operable" means capable of entering and leaving the marina under individual effort, sail or power without outside assistance and shall be demonstrated at the Harbormaster's request. If inoperable, the member shall demonstrate operability within 45 days.

CP01.14 – Boat Trailer Parking and Registration: All DKC member boats and trailers shall display a DKC sticker. Guests of members must display a temporary sticker on their trailer. There shall be no overnight parking in the launching ramp area, dusk to dawn.

CP01.15 - Violations of Harbor Rules and Marina Operating Policies: Willful violation of Harbor Rules and these Marina Operating policies may result in a loss of Marina privileges, upon approval of the Board.

*Board of Trustees approved the original CP01 document, July 2003
Board approved a substantially revised document, July 2011*