

LAKE CANYON YACHT CLUB
SLIP, DOCK, AND STORAGE UTILIZATION POLICY
Effective October 10, 2020

General Policy: LCYC's commitment to the Corps of Engineers is to promote safe yachting on Canyon Lake. In accord with this commitment, LCYC's policy regarding boat slip utilization is to fairly and effectively administer the leasing and subleasing of boat slips for the greatest recreational sailing benefit for the club membership as a whole.

- I. **Assignment of Slips** - Assignment of boat slips will be based on an eligible member's position on the waiting list for the specific size of slip requested. The member's position on the waiting list is determined by the date of receipt of the slip deposit. In the event of identical dates of receipt, the lowest membership number will take precedent.
 - A. **Waiting List Eligibility** - All members in good standing except Honorary and Non Resident are eligible. Prospective members are not eligible. No member will be placed on the waiting list for a powerboat without Board of Governors approval.
 - B. **Requirements**
 1. A \$150 deposit is required from members desiring to be on the slip waiting list. The deposit will be placed in a separate general ledger account and will be applied to the slip security deposit at the time of assignment of the slip. Interest then becomes the property of the club. The deposit will be returned if the member's name is removed. The deposit is waived for members who want to move from one slip to another.
 2. Information as to the size of slip requested shall be provided and become a part of the waiting list.
 3. A member on the slip waiting list may change the size and criteria of the slip desired at any time by contacting the Club Administrator. The member will retain the same position on the slip waiting list.
 - C. **Procedure**
 1. The size of slip requested, and the member's position on the waiting list, in that order, will determine the priority in all decisions concerning assignment, leasing, and subleasing of slips. All slips will be offered to members according to their position on the waiting list as long as the member's boat conforms to the prescribed boat size for the slip as described in Section I. D. of this policy.
 2. When a slip is available, the Club Administrator will attempt to contact the member nearest the top of the waiting list, whose slip criteria meet the specifications of the available slip, for five (5) working days. The member will have two (2) working days after the weekend following contact to accept or refuse the available slip. If the member does not contact the Club Administrator by 5:00 PM on the last day to accept the slip, the member will be deemed to have refused the slip.
 3. A member may refuse a slip because of slip location, slip size, status of boat, or other reasons, however, the members name will then be moved to the bottom of the slip waiting list. The available slip will then be offered to the next in line following procedure in Section I. C. 2. If the member accepts the slip, but desires a different slip, they may request to move to another slip, and still retain their same position on the waiting list.
 4. The member will begin being charged rent for the new slip from the date that the member accepts the slip and it is available for occupancy.
 5. **Moving Between Slips** - When a member that is currently leasing a slip, accepts a new slip, they will have two (2) working days following the second weekend after they were offered the slip to vacate the old slip. If the slip the member is offered is not vacant at the time it is offered, the member will have fourteen (14) days following the day the new slip is vacated to remove their boat from the old slip.
 - a) If the member does not vacate their old slip in the time period allotted, they will be charged a slip fee for both slips starting from the time the new slip was first offered to them and was available for occupancy.
 - b) If after thirty (30) days from the date the new slip was first available to them, the member has not vacated the old slip, both of the member's leases will be terminated and their boat must be removed from the LCYC waterfront. The member will continue to be charged for both slips until their boat is removed.
 - D. **Prescribed Boat Size in Slips**
 1. LCYC Slip Sizes are as follows:

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- a) 12'x24'
 - b) 12'x28'
 - c) 14'x32'
 - d) 16'x32'
 - e) 18'x32'
2. **Boat Length:** The manufacturer's stated length on deck of the lessee's boat may not exceed the length of the finger piers of the slip by more than three (3) feet, or be shorter than seven (7) feet less than the length of the finger piers. Any variance from these specifications will require Board of Governors approval.
 3. **Boat Beam:** The maximum beam of a boat in an LCYC slip must be at least 16 inches less than the width of the slip.
 4. Members on the waiting list with no boat or a boat smaller than prescribed for their desired slip may go through the normal waiting list procedure in Section I. C., and be temporarily assigned a slip of the size they desire under the following conditions.
 - a) For the privilege of leasing a slip without a boat or leasing a slip for an undersized boat, the lessee must provide LCYC with an additional deposit of \$500 at the time they accept their temporary slip assignment.
 - b) The temporary slip lease will be limited to a term of 6 months. At the end of 6 months, if the lessee has not placed a proper size boat in the slip, the following actions will be taken:
 - 1) The \$500 additional deposit will be forfeited.
 - 2) The 6-month temporary slip lease will be terminated and will NOT be renewed.
 - 3) Any boat in the slip must be immediately removed.
 - 4) The member's name will be removed from the slip waiting list.
 - c) If the lessee acquires a proper size boat within the 6-month term of the temporary lease, places it in the slip, and notifies the Club Administrator of such change, the \$500 additional deposit will be credited to the members account. The lessee will be issued a standard 12-month lease, and will retain the slip subject to the provisions of the Boat Slip Lease Agreement and the Slip Utilization Policy.
 5. Members leasing a larger slip from LCYC, who sell their large boat and intend to purchase a small boat, may be allowed to berth the small boat in a large slip only for such time as is required to acquire a proper size slip through the normal waiting list procedure in Section I. C. above. However, lessees must accept the first slip of proper size offered to them.
 6. Boats larger than herein prescribed and boats of atypical design, having long bowsprits, or unusually wide beam, etc., may be allowed in a slip with the approval of the Board of Governors following notification of the Docks and Grounds Committee and the Slip Utilization Committee.
 7. Slip fees are periodically set by the Board of Governors and are based on the size of the slip. Slip fees for boats larger than herein prescribed, and boats of atypical design will be reviewed individually and set by the Board of Governors.
- II. **Leasing of Slips** - The Boat Slip Lease Agreement shall be executed by one (1) eligible member whose name is properly processed through the slip waiting list.
- A. **Eligibility**
 1. Lessee must be an LCYC member in good standing and current with all monies due LCYC.
 2. Honorary and Non Resident members are not eligible.
 3. Titled co-owners are allowed and must be LCYC members in good standing. Names of co-owners shall be recorded on the lease.
 4. The lease is issued to a designated lessee who will be responsible for all rent payments. Rent is not prorated among co-owners.
 5. A security deposit equal to twice the amount of the monthly slip storage rent is required and will be deposited in a separate account.
 - B. **Information Required**
 1. Lessee's name, titled owners, copy of title, LCYC number, billing address, phone number, fax number, and TX number or US Government documentation.
 2. Complete identification of boat and insurance coverage.
 3. Hydrohoist or other personal equipment to be placed or installed in or on slip.
 4. Power requirements for air conditioning and other equipment.
 5. Any changes shall be reported to the Club Administrator.
 - C. **Slip Lease Review Procedure**

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1. Each month the Slip Utilization Committee will contact members whose annual slip leases will end in three months to ensure good standing for renewal of the lease. Good standing is based on the following criteria:
 - a) The member's use of his/her boat. Use is defined as the boat being sailed at least twice during the 12 months ending with the renewal date.
 - b) The member's activity in Club events.
 - c) Compliance with club slip policies (dock lines, snubbers, etc.), maintenance and appearance of the member's boat.
 - d) Current Texas registration.
 2. The goal of the review will be to promote active use of the boat and ensure compliance with the Club's slip policies, boat maintenance and appearance standards.
 3.
 - a) If the Committee is satisfied that the conditions for good standing have been met, a twelve month lease renewal will be offered to the member.
 - b) If the Committee has concerns about whether the good standing conditions have been met, the member will be advised of what is expected for the duration of the current lease.
 - c) If the good standing conditions are met prior to expiration of the current lease, a twelve month renewal will be offered. If the good standing conditions are not met, a conditional lease of three months will be offered to the member.
 - d) If the good standing conditions are met during the three month period, a renewal for twelve months will be offered to the member. If not, the lease will terminate and the member will vacate the slip by the termination date.
 4. The purpose of this procedure would be to free up slips for more active members, and hopefully allow less active members to maintain their boats on LCYC premises at a reduced cost
- D. Slip Alterations - Lessee shall request approval in writing addressed to the LCYC Docks & Grounds and Slip Utilization Committees for any alteration or addition to the slip. The office is then informed of approved alterations. A Request for Boat Slip Modification form is available from the LCYC office.
- E. No boat will be allowed in a slip for over ten (10) days unless it is designated on the lease of the lessee and/or approved sublessee except as provided in Section II. F. below.
- F. Lessees may allow another member in good standing to use their slip for up to sixty (60) days on a gratis basis, regardless of the member's standing on the slip waiting list, provided the following guidelines are followed:
 1. The lessee must notify the Club Administrator when a boat is placed in lessee's slip, which is different from the boat described on the lessee's Boat Slip Lease Agreement.
 2. The boat and gratis user must conform to all provisions of this policy. Lessee will be held responsible for the actions and compliance of the gratis user with this policy.
 3. There must not be any consideration to lessee for use of the slip. If it is determined that lessee has received any valuable consideration for the use of a slip that was indicated as being loaned to another member on a gratis basis, the lessee's lease on such will be subject to immediate termination. Any boat in the slip must be removed immediately.
 4. The LCYC Board reserves the right to reject the gratis use of lessee's slip if it believes that such use may create a situation that is potentially dangerous or harmful to other boats, the waterfront facilities, or members and their guests.
- G. The signed lease must be returned to the LCYC office within sixty (60) days of the anniversary date of the lease. If the lease is not returned within this time, the use of the slip will be terminated. Any boat remaining in the slip must be immediately removed.
- H. If during the term of a lease, lessee wishes to moor a different boat that is owned by lessee in the slip that meets the size requirements of the slip, lessee will be required to notify the Club Administrator and file an addendum to the lease containing the appropriate information describing the boat as indicated in Section II. B. above.
- I. If the lessee wishes to include a powerboat on the slip lease or addendum to the lease, lessee will be required to obtain approval from the Board of Governors. Permission to lease a slip for a powerboat may be granted for a term of up to one year, and may be renewed on an annual basis upon review and re-approval by the Board of Governors.

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- J. If during the term of the lease, the slip is vacant for longer than six (6) months, including gratis use of the slip as provided for in Section II. E., it will be required that the slip be made available for sublease or reassignment as determined by the Board of Governors.

III. **Subleasing of Slips**

- A. The lessee can request to sublease to any member in good standing with the Board of Governors approval.
- B. Approval of the Board of Governors is required for a member to sublease their slip. A lessee must submit a Sublease Request Application to the Slip Utilization Committee. The Slip Utilization Committee will review, and approve or reject the Request. Approvals will then be submitted to the Board of Governors for action at the next Board of Governors meeting.
- C. The lessee will retain responsibility and obligations for all fees and liability associated with the slip during the term of the sublease.
- D. Consideration to the lessee may not exceed the amount lessee pays LCYC for basic slip lease and applicable taxes.
- E. Members subleasing will retain their position on the waiting list in accordance with Section I.

IV. **Payment Policy**

- A. LCYC will charge a \$15 late fee to slip lessees whose payment is not received in the LCYC office by 5:00 PM on the 25th of the month, and for each month thereafter. The account will be considered delinquent.
- B. If payment has not been received after sixty (60) days from the invoice due date, the club has the option to impound the boat in the slip or move the boat to dry storage at owner's expense and risk. In order to satisfy LCYC's lien and collection of all unpaid fees for boat removal and subsequent storage, the club may sell lessee's boat and other associated property in accordance with applicable laws of the State of Texas.
- C. Lessee will be billed on a daily basis for any time between the execution date of the lease and the first day of the following month. The lease period of twelve (12) months will commence with the first day of the month following the execution date.

V. **Slip Lease Transfer Policy**

- A. Co-owners - Must be co-owner of record with LCYC.
 - 1. A slip may be transferred from one co-owner to another provided both members are co-owners of record on the commencement date of the original lease and transfer is approved by the Board of Governors.
- B. Death of Lessee
 - 1. Surviving spouse -- Six (6) months will be allowed to settle estate. If desired, the slip be transferred to the surviving spouse.
 - 2. Co-owners -- If the deceased lessee's spouse declines use of the slip, the slip may be transferred to the co-owner of record. If the deceased lessee's spouse becomes a member and wishes to retain the slip, they will replace the deceased spouse as the co-owner of record.
- C. Divorce of Lessee
 - 1. Boat awarded to lessee - Slip lease remains as is.
 - 2. Boat awarded to spouse of lessee - Spouse will have sixty (60) days to become eligible member in order to retain slip.
- D. Mutual Consent of Lessees with like Slips
 - 1. Upon mutual agreement, lessees with like slips, being identical in size, and facing the same direction, may exchange slips, If such an exchanges requires the dismantling, moving and reinstallation of major items of equipment such as hydrohoists that are legally installed in one of the slips, these changes must first be approved as requires in II D above.

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2. The Chairmen of the Docks and Grounds Committee, and the Slip Utilization Committee must approve the exchange. At their discretion, they may request approval of the LCYC Board of Governors.
3. The purpose of such exchange must not be purely arbitrary, and lessees must demonstrate that the exchange is beneficial to the betterment of the club and its facilities.
4. If the exchange is granted, both members must execute a new lease, and assume responsibility for all slip modifications, by executing a new Boat Slip Modification form for their respective slips.
5. A \$25 transfer fee will be charged to each member involved in the exchange.

VI. **Termination of Lease** - The Board of Governors may act to terminate slip leases based on but not limited to the following reasons:

- A. Any violation of Slip or Sublease Lease Agreement.
- B. Converting membership to Honorary or Non Resident.
- C. Any violation of slip leasing policy.
- D. Termination of membership because of failure to pay monetary obligations to LCYC.
- E. Alteration or addition to slip without approval of the Board of Governors.
- F. Any result of divorcee not becoming an eligible member.
- G. If the lessee has received any valuable consideration for the use of a slip that was indicated to be loaned to another member on a gratis basis.
- H. Failure to meet requirements and satisfy concerns of the Slip Utilization Committee Review Board.

VII. **Boat, Trailer, and Hydrohoist Storage**

- A. Members storing boats, trailers, or hydrohoists on LCYC property must properly identify them with decals prominently displaying the member's number.
- B. A member with an empty trailer belonging to a boat assigned to a slip, and stored in the designated empty trailer storage area, will not be charged any additional storage fee. If their trailer is stored in the "dry land boat storage" area, the member will be billed for a dry land storage fee. No other item may be stored in lieu of the trailer.
- C. When a member sublets a slip, the use of this associated land storage space shall be determined by an agreement between the lessee/sublessor and the sublessee.
 1. The sublessee may store a trailer on Club grounds at no additional charge if the lessee/sublessor does not store a trailer.
 2. If the slip lessee/sublessor has an empty trailer stored in the designated area, and the sublessee also desires to store an empty trailer for the boat moored in the sublessor's slip, the sublessee will be billed for storage at the prevailing rate for dry land storage.
 3. The lessee/sublessor shall include a statement regarding use of the dry land storage space with a request for permission to sublease a slip.
- D. An empty boat trailer not belonging to a boat assigned to a slip will be charged the standard Dry Storage Fee set by the Board of Governors.
- E. **Work Area** - After obtaining approval from the Property Manager, a slip lessee may place his/her boat on its trailer in one of the places designated as a "work area" for up to three (3) months at no additional charge. Boats kept in the "work area" for more than the three months will be charged for a dry land storage fee in addition to the slip fee.
- F. If a slip lessee stores on the club grounds another member's boat on the trailer for the boat specified in the lessee's slip, a dry land storage fee will be charged to the member whose boat is stored on the lessee's trailer.

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- G. Club members may store a hydrohoist on club property at a location designated by the Property Manager. The member will be charged a dry land storage fee for the hydrohoist as prescribed by the Board of Governors.
- H. **Boat and Trailer Storage**
Each trailer will be charged the standard Dry Storage Fee set by the Board of Governors. A member may store an additional boat such as a dingy, raft, or another small boat, on top of the boat on a trailer, without incurring any added fees, provided they receive approval from the Property Manager. The second boat must be safely secured, and stored in a neat and orderly manner. Boats without trailers, stored on a cradle or jack stands, will be charged the standard Dry Storage Fee.

VIII. **Temporary Docking**

- A. With exception of boats used for Race Committee and other special events sanctioned by LCYC, unattended boats may not tie up to the super-dock for any period of time.
- B. Except during special club sanctioned events, properly secured boats may be left unattended on the LCYC waterfront for a maximum of three (3) consecutive nights at the following locations:
 - 1. The leeward side of the B-Dock, and either side of the B-Dock walkway before the Youth Dock..
 - 2. The ends of B-dock, C-dock, and D-dock.
 - 3. The west side of the long walkway, and the east side of the walkway provided they do not block or interfere with boats in slips.
- C. After launching, boats may be secured to the northern most available cleats of the walkway, but only for a period of time long enough to allow the skipper and crew to load and rig the boat. The boat must then be moved to the southern most available cleat on the pipe dock.
- D. Upon request to the Club Administrator, and approval by the Docks and Grounds and the Slip Utilization Chairmen, members who demonstrate a legitimate need to do so may moor their boats at one of the locations above for a period of time exceeding three (3) consecutive nights. If approved, a Temporary Docking Permit will be issued, and must be: 1) Attached to the dock side of the boat; 2) Readily visible and legible; and 3) Enclosed in a clear, water tight envelope, when the boat is at the dock. Temporary Docking Permits will not be approved for general boat storage.

IX. **Compliance**

- A. A Deficiency Notice will be mailed to lessees whose boats are not in accord with the LCYC Standards for Slips.

X. **E Dock Storage**

- A. E Dock is established for on-the-water Dry Storage. Storage in this area is reserved only for those with an assigned space.
- B. As with all boats, trailers, or hydrohoists on LCYC property, members must properly identify the item stored on E-Dock with decals prominently displaying the member's number.
- C. Spaces on E Dock are assigned by the Property Manager.
 - 1. No power boats will be stored on E Dock.
 - 2. Only sail boats no longer than 16 feet will be assigned spaces on E Dock unless previously approved by the Board of Governors. Boats already present at the time this rule is made are grandfathered with the existing boat(s).
- D. If a boat stored on E Dock does not appear to have been used for twelve (12) months, this boat can be reported to the Slip Utilization for follow-up. The intention is for these spaces to be available for active sailors.