



lido isle
community
association

701 VIA LIDO SOUND, LIDO ISLE • NEWPORT BEACH, CA 92663

**BOARD APPROVED
POLICY/PROCEDURE
DIRECTIVE**

DIRECTIVE NO. 9
ADOPTED: February 8, 2017
SUPERSEDES: February 12, 2014

POLICY: RULES FOR THE USE OF CLUBHOUSE AND ALL OTHER LICA DOCKING FACILITIES

The docking facilities, including the piers at the Clubhouse, receive almost constant use. It is imperative therefore that these facilities be available for LICA and LIYC functions. The docking of vessels for all LICA owned docks is prescribed in this policy. **The length limit is set at sixty-five feet (65') L.O.A. (Length Over All).** LIYC has priority for regattas and scheduled sailing classes. However, there may be designated docking space made available on a First-Come-First-Serve basis, during LIYC Sailing classes and regattas throughout the year. This can be arranged by calling the LICA office as further specified in paragraph 5 herein. The LICA office has full authority to restrict or prohibit docking during peak use times.

To qualify for docking facility use, LICA Members must be in good standing (not in arrears on assessments or boat storage fees). With the exception of the Clubhouse dock, the facilities may be used up to a maximum of two (2) hours per day. No commercial, charter or political use is permitted under any circumstance. Loading and unloading of non-LICA Members is not permitted except in conjunction with Clubhouse rental, LIYC function or guests accompanied by a LICA Member or with prior written permission from the LICA office.

1. Authorized Use of all LICA owned docks by User Category.

A. User Category 1: LICA members or their tenants with a current annual lease (collectively, "LICA Resident")

- a. Docking facilities may be used by a LICA Resident in good standing (not in arrears on assessments or boat storage fees). The docking facilities include the LICA Clubhouse docks and street end docks. The LICA Resident must comply with all LICA rules and posted signs on all docks including the 2-hour maximum for street end docks.
- b. Any overnight stay by a LICA Resident is only permitted at the Clubhouse dock. The vessel must be registered with the LICA office through the submission of a completed **Docking Facility Policy and Agreement Form** as specified herein. In any thirty (30) day period, there is a seven (7) night limit per LICA Resident household. Any overstays will be charged a penalty fee of fifty dollars (\$50) per night, escalating by twenty five dollars (\$25) per night for every overstay night until the boat is removed either by the owner or impounded as provided by law (e.g. the first night over the seven (7) night limit is fifty dollars (\$50), the second is seventy five dollars (\$75) and so on.) Any boat in an overstay status is subject to immediate impound. During any overstay period and until all penalty fees are paid, following notice and an opportunity for a hearing, all LICA privileges (tennis, beach, docks, boat storage, Clubhouse use, etc.) of the LICA Resident will be suspended.

B. User Category 2: Guest of a LICA Resident, LIYC Associate Member or LIYC Reciprocal Member.

- a. Guests of Residents must be chaperoned by the LICA Resident at all times.
- b. Overnight stays are allowed at the Clubhouse Dock only. The vessel must be registered with the LICA office through the submission of a completed **Docking Facility Policy and Agreement Form** as specified herein. In any thirty (30) day period, there is a three (3) night limit. The first two (2) nights are available at no charge and the third night is charged at a rate of \$1.50 per foot Length Over All (LOA). Any overstays will be charged a penalty fee of fifty dollars (\$50) per night, escalating by twenty five dollars (\$25) per

night for every overstay night until the boat is removed either by the owner or impounded as provided by law (e.g. the first night over the three (3) night limit is fifty dollars (\$50), the second is seventy five dollars (\$75) and so on.) Any boat in an overstay status is subject to immediate impound by the LICA office.

2. Holidays.

Memorial Day Weekend (Friday through Monday), July 3rd and July 4th, Labor Day Weekend (Friday through Monday), and Christmas Boat Parade dates.

- A. LICA Residents: May use Clubhouse docks (inside) if registered with LICA office. No overnight use on outside Clubhouse docks.
- B. Guests of LICA Residents, LIYC Associate Members, LIYC Reciprocal Members: No use of Clubhouse docks on Holiday weekends as stated above.

3. Vessels staying overnight at the Clubhouse docks.

ALL VESSELS MUST HAVE HOLDING TANKS if persons are staying aboard. There are NO EXCEPTIONS to this regulation, which is accordance with the LICA Policy, City of Newport Beach and Harbor Department ordinances. Violation of this rule will result in demand for immediate departure of the vessel. If the vessel does not depart within one hour after demand, a report and request for assistance will be made to the Harbor Patrol and the Newport Beach Police Department.

4. Maintenance, Cleaning and Trash Removal.

No maintenance of any kind is permitted on LICA docks except for emergency repairs necessary for a non-operational vessel to be moved. No commercial cleaning or repair service vendors are permitted on LICA docks at any time. Authorized Users of LICA docks must dispose of any trash in dumpster area at east end of Clubhouse. No trash is to be left in small cans on the docks.

5. The Docking Facility Policy and Agreement.

All docking forms may be obtained from the LICA office during normal business hours and must be signed and posted by the LICA office **Before the Overnight Stay Occurs**. A copy of your valid Marine Certificate or DMV registration must be supplied with all docking forms.



DOCKING FACILITY POLICY & AGREEMENT

As a condition for the temporary berthing of your vessel at the Lido Isle Community Association Clubhouse dock, it is required that you provide the information requested below and acknowledge your understanding and agreement of LICA Directive No. 9, the rules and regulations governing the use of the Lido Isle Community Association docks, moorings and shore facilities by you ("Yachtsman"), your Vessel, and your invitees.

Yachtsman's Vessel (the "Vessel")

Vessel Name: _____ Builder: _____

Type: Power () Sail () (LOA) Length Overall: _____

CF No.: _____ USCG Document No.: _____

Port of Registration: _____ State: _____

Yachtsman's Name: _____

Yachtsman's Address: _____

Tel: (____) _____ Cell: (____) _____ Owner of Vessel: Yes () No ()

Owner's Name (if different): _____ Telephone: (____) _____

LICA Sponsor: (if Yachtsman is non-resident): _____

LICA Sponsor's Address: _____

If LIYC Reciprocal, name and address of Yacht Club: _____

Insurance Carrier: _____ Liability Limits: _____

Policy # _____ Expiration Date: _____

Arrival Date: _____ Time: _____

Departure Date: _____ Time: _____

Penalty Fee assessed, if applicable: \$ _____ Balance Due: \$ _____

LICA DOES NOT HEREBY ASSUME CUSTODY OR POSSESSION OF THE VESSEL OR ANY RESPONSIBILITY WHATSOEVER FOR THE CARE OR PROTECTION OF SAME AND YACHTSMAN ASSUMES ALL RISKS OF INJURY OR DAMAGE TO PERSON OR PROPERTY ASSOCIATED WITH THE TEMPORARY USE AND OCCUPANCY OF THE DOCK AND/OR MOORING. YACHTSMAN AGREES AND UNDERSTANDS THAT LICA SHALL NOT BE CONSIDERED AN INSURER OF THE VESSEL OR ANY PROPERTY CONTAINED IN, ON OR ABOUT THE VESSEL BELONGING TO THE YACHTSMAN OR OTHERS.

YACHTSMAN ACKNOWLEDGES THAT LICA HAS FULLY RELIED ON THESE STATEMENTS IN ALLOWING YACHTSMAN TO TEMPORARILY BERTH THE YACHTSMAN'S VESSEL AT LICA DOCK.

I HEREBY CERTIFY THAT I HAVE RECEIVED AND READ LICA POLICY DIRECTIVE NO. 9 – RULES FOR USE OF CLUBHOUSE AND ALL OTHER LICA DOCKING FACILITIES AND I AGREE TO COMPLY FULLY THE PROVISIONS. I ACKNOWLEDGE THE VESSEL IS BERTHED PURSUANT TO ITEMS 1 THROUGH 9 HEREIN, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

YACHTSMAN'S SIGNATURE

Date: _____

Approved by: _____, LICA Manager

1. Compliance with Laws, Rules and Regulations: Lido Isle Community Association (LICA) in permitting the temporary berthing of Yachtsman's Vessel at the LICA docks and use of its moorings does so as an accommodation to Yachtsman which may be denied for any reason, or if extended, may be revoked at any time and for any reason at the sole and absolute discretion of LICA Management. Yachtsman agrees at all times to comply, and to cause Yachtsman's invitees to comply, with all applicable laws, codes, orders, rules and regulations of governmental authorities including, but not limited to the California Harbors and Navigation Code and the Orange County Harbor Ordinances, and the pertinent sections of the Bylaws and the Mooring, Dock and Boat Yard Rules of LICA, the pertinent sections of which are attached hereto. By initialing this page, Yachtsman acknowledges that he or she has read and understands the contents hereof, the attached LICA Rules and agrees to be bound by them at all times while Yachtsman's Vessel is berthed or moored at LICA.
2. Assumption of Risk. Yachtsman is aware that there are risks associated with the use of LICA's facilities and Yachtsman assumes all risks, including the risks of boat accidents and slip and fall injuries, as well as unforeseen risks. Yachtsman has examined the premises and the LICA's facilities and accepts the same in an "as is" condition. LICA makes no warranty as to the condition of its docks, floats, moorings, fixtures, slips, walkways, or any other property or facilities and disclaims all implied warranties. LICA shall not be responsible for the care or protection of the Vessel or its' contents. LICA shall not be liable for any loss, injury, or damage to Yachtsman, Yachtsman's invitees, the Vessel, or any person having any interest therein, whether caused by a condition of LICA's facilities or otherwise, except if solely caused by LICA's gross negligence or willful misconduct.
3. Insurance. For vessels over fifteen feet (15') LOA, Yachtsman shall carry a Watercraft Liability policy with limits of not less than \$300,000 per occurrence and sufficient to protect Yachtsman and LICA from all risks arising from the Yachtsman docking at the Clubhouse dock. Yachtsman shall furnish LICA with insurance certificates evidencing the required coverage upon execution of this Agreement and upon each policy change or renewal date.
4. Release and Indemnity. Yachtsman agrees to be fully responsible and to promptly pay for any loss or damage caused by Yachtsman, the Vessel or Yachtsman's invitees. To the fullest extent permitted by law, Yachtsman waives all claims and forever releases and agrees to hold harmless and indemnify LICA and its' agents, employees and members from any liability, loss, damage, cost, or expense, including attorney's fees, in connection with injury to any person or property loss arising from this Agreement or occurring on LICA property and arising out of Yachtsman's or its invitees use of the docks, moorings, shore boat, row boats or any other equipment or facilities of LICA.
5. Utilities. LICA does not warrant that the utility services available to its docks will be compatible with the utility service requirements of Yachtsman's Vessel, including electrical interconnection and polarity or the effect of electrolytic action on the Vessel. LICA shall not be responsible nor liable for any damage or loss caused by any power surges or loss of power to its docks.
6. Discharge of Waste and Hazardous Materials. No substance or material of any kind, including without limitation waste matter from sinks, toilets, marine heads, holding tanks, bilges or any other receptacles, shall be discharged in the waters of Newport Harbor. If the Vessel is equipped with a toilet, a marine head, or other permanent or temporary receptacle for human waste, then the Vessel must be equipped with a holding tank designed to retain all contents deposited in the receptacle until such time as such contents may be discharged into a sanitary sewer system or discharged otherwise in accordance with law. All sewage systems on the Vessel must meet U.S. Coast Guard guidelines and must be locked shut while the Vessel is berthed or moored at LICA. Yachtsman agrees to permit LICA to deposit dye tablets into and to inspect such holding tanks upon demand. Yachtsman shall not release or permit to be released into the water or upon the docks or land, by action or inaction, any hazardous waste or environmentally objectionable substances. Yachtsman shall immediately report any release to all appropriate governmental agencies and to the Management and shall immediately implement necessary clean up and disposal of any hazardous materials. Yachtsman shall be responsible for the prompt payment of all costs associated with clean up and disposal, including fines, penalties and legal fees.
7. Proper Seamanship. At all times the Vessel is berthed or moored at LICA docks, Yachtsman shall cause it to be safely and properly secured to the dock or mooring in a seaman like manner acceptable to LICA. All lines on docks must be coiled to avoid creating a tripping hazard for others.
8. Emergencies. In case of emergency, LICA is authorized to do whatever LICA or LICA Parties deem appropriate, including boarding the Vessel, moving the Vessel, utilizing auxiliary pumps or taking any other action the LICA Parties reasonably believe necessary to secure and protect the Vessel. LICA assumes no responsibility for the safety of the Vessel or anyone onboard the Vessel and shall not be liable for fire, theft or any damage to the Vessel, its equipment or any other property in, on, or about the Vessel or injury to anyone onboard the Vessel by reason of LICA's exercise or failure to exercise its rights to secure and protect the Vessel.
9. Yachtsman as Authorized Agent of Owner. In the event that the undersigned Yachtsman is not the owner of the Vessel, the Yachtsman warrants and represents that he or she is authorized to executed and deliver this agreement on behalf of the Owner.

Initial _____