

Berth Assignment Rules

These rules, adopted by the Ventura Yacht Club, Inc. (“VYC” and “Club”) Board of Directors on 09/19/2024, supersede all prior written rules and regulations and all prior unwritten practices, customs and/or conventions of VYC related to the assignment of berths and live aboard status in the VYC marina. Any changes or modifications of these rules may only become effective upon approval by a vote of the VYC Board of Directors at a regular or noticed meeting of the Board, which approval must be confirmed by a second vote by the Board of Directors at a regular or noticed meeting of the Board held no sooner than twenty-eight days (28) nor later than one hundred (100) days after the meeting where the changes were initially approved.

1 BERTH ELIGIBILITY IN THE VYC MARINA

1.1 Each Regular, Senior, or Life member in the VYC, as defined by the VYC Bylaws, is entitled to rent one berth (a slip or end-tie) of an appropriate size for his/her vessel, when available and in accordance with the provisions of these rules. Convertible, Honorary, and Non-Resident members may not occupy berths.

1.2 The Board of Directors reserves the right to allow Trial members to occupy berths only if no eligible Regular, Senior, or Life member qualifies for that berth. When an eligible Regular, Senior or Life member qualifies for the berth the Trial Member shall be given 30 days notice to vacate. If the Trial member submits an application to become a Regular member prior to receiving a notice to vacate then they shall keep the berth assignment. Failure on the part of the Trial member to follow through with the change to Regular membership shall result in termination of the temporary berth assignment.

1.3 All vessels berthed in the VYC marina must be owned by Club members or legal entities exclusively controlled by Club members, must be properly insured with VYC as an additional insured, and must have current state registration or USCG documentation.

1.4 No member may occupy more than one berth or have more than one vessel in a berth. A kayak, dinghy, or small tender is not considered a second vessel occupying a berth. A seawall tie (wet storage) or Dry Storage space is not considered a berth. However, an additional berth may be assigned for a temporary six-month term if it would otherwise be unoccupied, with the condition that the member agrees to vacate the berth and remove the vessel from the marina at the end of the term if another member with a qualifying vessel under vessel length rule as defined in section 2.1 is on the waitlist at that time. The temporary assignment of the additional berth may be renewed for additional six-month periods if no member with a qualifying vessel is on the waitlist. The

vessel length rule, defined in paragraph 2.1, does not apply in such cases of a member temporarily having a second vessel in another slip.

1.5 Vessels of commercial registry and vessels intended or available for commercial use may not be assigned berth space and shall not be permitted to use the docking facilities of the Club.

1.6 Vessels berthed at the VYC marina must meet minimum seaworthiness, maintenance, and cosmetic requirements as defined in the Berth Permit Agreement, section 11. The vessel must be made available for inspection prior to occupying a berth in the marina.

2 SIZE RESTRICTIONS

2.1 Except for 30' berths and 63' berths each vessel occupying a berth, including end-ties, in the VYC Marina shall have an overall length (LOA) of a minimum of 90% of the slip length or available end-tie length. The minimum length of a vessel for a 30' berth shall be 24'. The minimum length of a vessel for a 63' berth shall be 54'. LOA is defined in paragraph 2.3.

2.2 If no member with a vessel of qualifying size or desiring to rent the available berth is currently on the waiting list for berthing, the Club Manager may temporarily assign a member to an oversized berth for a term of six months, with the condition that the member agrees to vacate the berth and remove the vessel from the marina at the end of the term if another member with a qualifying vessel under the vessel length rule as defined in section 2.1 is on the waitlist at that time. The temporary assignment of the oversized berth may be renewed for additional six-month periods if no member with a qualifying vessel is on the waitlist. Temporary assignments shall be offered starting with the highest-ranked member on the appropriate size waitlist. Acceptance or refusal of a temporary assignment offer shall not affect a member's placement on the waiting lists

2.3 For purposes of berth eligibility only, the LOA of a vessel includes all overhangs, above and below the waterline, of items permanently attached to the vessel such as pulpits, bowsprits, swim platforms, transom mounted outboards in the "up" position for power vessels with the primary propulsion system as an outboard or outdrive only. All retractable and folding appendages such as dinghy davits, bow sprits, and swim steps or ladders, shall be in the folded or retracted position. If a dinghy is regularly carried on the stern, either on davits or other fixed brackets, it shall be included in the LOA measurement for berth eligibility. Each vessel shall be measured and approved by the Club Manager before being allowed to occupy a berth in the VYC marina.

2.4 Berth Overhang

Except for an end-tie berth, no portion of any vessel or her equipment shall extend more than four (4) feet beyond the end of any berth into the waterways of Ventura Harbor.

2.4.1 No portion of any vessel shall extend over or above any walkway or portion thereof.

2.4.2 No portion of any vessel secured in berths E1-E6 shall extend more than two (2) feet beyond the end of the berth. No portion of any vessel secured to end-tie berths B26E and D16E shall extend more than four (4) feet beyond the end of any berth into the waterways of Ventura Harbor. No portion of a vessel, secured to any other end-tie, shall extend more than two (2) feet beyond the end of any berth into the waterways of Ventura Harbor. There shall be a minimum three (3) foot separation zone maintained between multiple vessels on end-ties.

2.4.3 For berths that have mixed finger lengths, the vessel length shall not exceed the longest finger.

2.4.4 The lengths of gangway slips are considered the same as the length of the nearest adjacent slip in the same row and they are subject to the same size limitations that apply to the adjacent slips (i.e., the berthed vessel may not extend more than four feet beyond the end of the slip fingers into the fairway).

2.5 Berth Dimensions

2.5.1 General Dimensions

Berths are approximately the following dimensions:

30' x 11' 8" (A dock)

36' x 13' 8" (B and D docks)

37' x 15' (C dock)

42' x 15' 8" (B and D docks)

42' x 14' 10" (E dock)

50' x 16' 8" (B2, D2, D4, D6, D8)

50' x 15' 8" (rest of B dock)

63' x 18' 6" (D dock)

A few berths are slightly wider than the sizes listed above:

30'x13' (A2)

36' x 14' 6" (B25)

36' x 15' (D17)

42' x 15' 11" (B1)

2.5.2 Narrow Berth Dimensions

The following berths are narrower than the general berths:

42' x 14' 4" (E1)

42' x 14' 6" (E5)

42' x 15' 2" (B24)

2.5.3 End-tie dimensions

49'x15' (E6)

43'x15' (C9)

36'x16' (D17)

Variable x 16' (B26)

Variable x 16' (B29)

68'x16' (A29/A34)

2.5.4 Members are responsible for determining if their vessel will fit in the available berth sizes.

3 SENIORITY DATE

A member's *seniority date* is determined in accordance with the Club Bylaws. Once a member's *seniority date* has been established it cannot be changed so long as that person remains a member. A member who was previously a member (including a Convertible member) who ceases to be a member of the Club for any period of time shall have a *seniority date* based on the most recent membership certificate date or convertible membership application approval date. A seniority list of all Club members shall be maintained by the Club Manager and posted on the bulletin board.

4 WAITING LIST

4.1 Waiting lists for berths shall be maintained by the Club Manager, with copies posted on the VYC bulletin board. There shall be separate waiting lists for the following categories of berths: 30' windward berths, 30' leeward berths, 36', 37', 42' B & D docks, 42' E dock, 50', and 63' berths, as well as a list for members desiring live aboard status and a list for members desiring to be considered for sub-assignments. In addition, the

waitlist shall indicate if the member will accept an end-tie placement or an undersized (narrow) berth placement. All changes to the list shall be made in a timely manner. The waiting lists establish the order in which berths are assigned whether it be an intra-marina move, a first-time berth, sub-assignments, temporary assignments, or for live aboard status.

4.2 A member's position (rank) on the waiting list is determined by his/her seniority date (3 above). Only Regular, Senior, Life, Non-Resident, or Convertible members' names may be placed on a waiting list. A Non-Resident or Convertible member shall immediately and automatically be converted to Regular membership status upon assignment of a berth. Members on each waiting list are responsible for periodically checking the waiting lists for accuracy and notifying the office in writing in the case of errors.

4.3 The Club Manager shall maintain a waiting list of Trial members who desire a berth in the Club marina.

4.4 To be placed on a waiting list, a member shall fill out, date, and sign the waiting list request form for a berth. Each member may apply for up to three different berth waiting lists, as well as for live aboard status.

4.5 After a member has submitted his/her berth waiting list request form, there shall be a 180-day waiting period before that member is eligible for the assignment of a berth. If no other member is on the waitlist for a vacant berth or a berth held by a trial member, the Marina Management Committee (MMC) shall assign the berth to the member closest to the end of his/her 180-day waiting period.

4.6 Each waiting list shall contain the names of all eligible members who have fulfilled the requirements of 4.4 and 4.5 above and indicates the size berth the member requests and whether or not they will accept an end-tie placement, or an undersized (narrow) berth assignment.

4.7 When a member chooses to be on a berth waiting list, the member agrees to be responsible for the payment of the berth rent from the time the berth is made available to the member until the berth is relinquished by the member in accordance with these rules and the berth permit agreement.

4.8 A member may elect to drop off one or more of the waiting lists while maintaining a position on another waiting list. Conversely, a member who is on less than three (3) lists may submit an application for an additional list(s). The 180-day waiting period shall

apply only for the new list(s). The columns for liveaboard, end-ties, undersized berth assignment and sub-assignments are not included in the three list restriction.

4.9 Members on the waiting lists shall be required to maintain good financial standing with the Club. Berths shall not be assigned to a member who currently has a balance owed to the Club over 60 days and shall be immediately removed from the waiting list.

4.10 Members who have an assigned berth may remain on the waitlists to move to another berth of same or different size and orientation. For berths of the same size and orientation as the current assignment, the member must state which berths he would accept assignment for.

5 BERTH ASSIGNMENT

5.1 Members relinquishing berths or live aboard assignments are required to give 30 days written notice to the Club of their intention to terminate their berths or live aboard agreements. The notice of relinquishment shall be non-revocable.

5.2 Upon receipt of the termination notice at the Club office, the member highest on the applicable waiting list shall be assigned the berth. After signing the Berth Permit Agreement and having his/her vessel measured, the new assignee is eligible to move the vessel into the slip on the 31st day after the office received the termination notice or at such earlier date as is acceptable to the vacating member upon written consent of the vacating member. Billing will commence based on the date the berth is made available to be occupied by the new assignee.

5.3 If the vacating member has not removed his/her vessel from the relinquished berth within thirty (30) days of the delivery of the notice of termination, the vessel should be moved, if possible, to the guest dock. Guest dock rates shall be charged for berthing until the vessel is moved from the Club marina. If said vessel cannot be moved, due to legal or other restrictions, the new assignee will be offered temporary moorage on the guest dock until that member can occupy his assigned berth. The member is not required to accept this temporary moorage, and in any case, he retains the assignment of the berth when the berth becomes available for occupancy.

5.4 In the event that in accordance with these berth assignment rules a berth is assigned to a member and the member chooses not to accept the berth assignment for any reason, including failure of the vessel inspection, the member shall be charged one month's rent for the assigned berth and will be dropped from the waiting list for that

requested slip size. This includes intra-marina moves. This provision does not apply to temporary assignments to oversized berths

5.5 A first-time berth applicant or a current berth permittee requesting a smaller or larger berth with the intent of purchasing another vessel must, within 120 days of assignment of the new berth have the qualifying vessel in place or provide proof of the completed purchase of a vessel which qualifies under these assignment rules for the size berth assigned within that time or shall forfeit and vacate the berth. Proof of purchase shall be provided to the Club Manager within the 120-day period. Rental payment commences as provided in paragraph 5.2 above. The vessel length rule defined in section 2.1 does not apply during the 120-day vessel acquisition period.

5.6 A current berth permittee may request a larger berth for his current vessel with the intention of modifying and lengthening his vessel. If the vessel does not already qualify for the larger berth at the time it is assigned, the intended modifications must be stated to and approved by the Marina Management Committee. Modifications must conform to the size restrictions in Section 2. All modifications must be functional, seaworthy, and permanent. Modifications that serve no obvious purpose except to “stretch” the length of a vessel in order to qualify for a larger slip will be disallowed. The owner shall complete the modifications and make the vessel modified under this rule available for inspection within 45 days. In special circumstances, the Marina Management Committee (MMC) may grant additional time to modify the vessel. The MMC shall be the judge as to the functionality, seaworthiness and acceptability of the modifications.

5.7 Vacancies on end-ties shall be offered to eligible members starting with the largest size list that qualifies for that berth (i.e. 63, 50', 42', etc.). If no member has a vessel that qualifies a temporary assignment shall be made in accordance with paragraph 2.2. The minimum charge for end-tie berths is the amount of available space excluding overhangs, unless a temporary assignment to an oversized berth is being made, in which case the minimum charge is based on the overall length of the vessel as defined in section 2.3.

5.8 When a live aboard space becomes available it shall be assigned to the highest eligible member on the live aboard waiting list.

6 BERTH EXCHANGES

Current marina permittees may voluntarily "swap slips" if both slips are the same size and orientation (e.g., a 30' windward slip for a 30' windward slip). Different

size/orientation slips must be assigned through the regular waiting list process set forth in these rules. 42' berths on B and D docks shall not be swapped with 42' berths on E dock. Before swapping slips a request form signed by both berth-renting members must be submitted to and approved by the Club Manager. A member applying for a same size and orientation exchange shall not be subject to the 180-day waiting period.

7 FEES

Berth rental rates are set in accordance with the requirements of the VYC Financial Manual. In general, berth fees are based on whichever is greater: the length of the berth or the LOA of the vessel excluding items not permanently attached (e.g. anchors, dinghies, dinghy outboards, barbecues, etc.). See the Financial Manual for the current rates and specific details.

8 BERTH PARTNERSHIP

8.1 Statement of Purpose

Ventura Yacht Club discourages partnerships that appear to circumvent the seniority-based process for slip assignments. The Board of Directors shall review applications for berth partnerships to assure compliance with the spirit of this requirement and may deny the berth assignment application.

The Board of Directors will consider:

- Where the partners live
- The terms of the partnership agreement
- The seniority of the partners
- The percentage of ownership between the partners
- Participation in the use/maintenance of the vessel by the partners
- Proof of legitimacy of the partnership including a bill of sale, tax and insurance documents, title, and registration.

8.2 Two or more members may be partners in a berth. All partners in the berth shall meet the eligibility requirements of paragraph 1.1 and shall also be partners in the boat that is assigned the berth. The partners shall submit title, registration and insurance documents to the Club Manager, naming all partners as owners and insureds of the boat in question.

8.3 The member first assigned the berth is defined as the senior partner. Another member applies to become a junior partner in the berth by submitting an application to be placed on the appropriate size berth waiting list and the documentation required in

paragraph 8.2. The berth application shall indicate in the notes the berth assigned to the partnership vessel at the Club. The office shall place a “P” in the appropriate size slip column and indicate the slip number in the notes column. When the junior partner’s name rises to the top of the waiting list then he becomes a qualified junior partner in the assigned berth. Note: the three-list limitation still applies.

8.4 To apply for berth partnership the members shall send a signed, dated, Application for Berth Partnership to the Club Manager. The partners shall submit title, registration, tax documents (if available), insurance documents, bill of sale, and partnership agreement to the Club Manager. Upon approval, all berth partners are jointly and severally liable for all berthing fees relating to the berth partnership boat. The Club Office will charge the account of the senior partner for the berth rents.

8.5 When dissolving a partnership, the senior partner may choose to retain or release the berth. A junior partner may only assume the berth if the senior partner releases the berth and the junior partner has become qualified in the berth partnership as described in paragraph 8.3.

8.6 Partnership in a berth is considered as the single berth that members are entitled to as described in paragraph 1.1.

9 Death of Berth Holder

9.1 In the event of the death of a berth holder, the surviving spouse, registered domestic partner, or cohabitating partner (as specified in the Club By-laws, presently, Article VII, Section B1a) shall retain the berth if the surviving spouse or partner is listed as a joint owner on the membership certificate.

9.2 If the surviving spouse, registered domestic partner, or cohabitating partner is not a joint owner of the membership certificate, then the surviving spouse or partner is not eligible for the assignment of the berth. The deceased member’s date of death shall automatically be the irrevocable 30-day notice to quit the berth as required by the Berth License Agreement between the deceased member and the Club. The berth shall be vacated within 30 days of the member’s date of death.

9.3 When the berth is held in a partnership of two or more members (as specified in section 8), the senior partner is the partner that originally qualified for and was assigned the berth. If it is the senior partner who is deceased, the surviving junior partner shall not retain the berth unless the junior partner is a “qualified partner in the berth” based

on seniority as defined by section 8.2. If it is the junior partner who is deceased, then the surviving senior partner shall retain the berth.

9.4 If the berth was both held in a partnership of two or more members (as specified in section 8) and the deceased member's certificate was also held jointly (as described in section 9.1 and the bylaws), then the surviving spouse, registered domestic partner, or cohabitating partner shall continue to be a partner in the berth.

10 TRANSFER OF OWNERSHIP

When one Club member sells his/her vessel to another member, the right to rent the berth does not go along with the transaction. The member making the purchase will be eligible for a berth based solely on his/her position on the Berth Assignment waiting list.

11 SALE OF VESSEL

11.1 If a berth holder sells his/her vessel, it shall be removed from the berth immediately upon the completion of the transaction.

11.2 A member wishing to retain the berth for a new vessel after the sale of a qualifying vessel shall have the replacement vessel, owned by the member, and which qualifies under these rules for the assigned berth, in place within 120 days of the sale of the qualifying vessel or shall provide proof of completion of the purchase of a qualifying vessel within that 120-day period. Proof shall be submitted to the Club Manager within 120 days of sale of the previous vessel or the berth assignment shall automatically be terminated and the berth reassigned. If a member retains a berth with the intent to purchase a replacement vessel and both fails to purchase a replacement vessel within 120 days of the sale of the sold vessel and fails to notify the Club Manager within that 120-day period of the failure to purchase a replacement vessel, the berth rent for all days past the 120 day replacement period shall continue until the berth is reassigned. Berth rent continues during the time the member maintains the use of the berth while seeking to purchase another vessel.

11.3 In the event that the member does not procure a new vessel in the allotted time, the berth shall be assigned to the member highest on the waiting list at the date of sale of the previous vessel.

12 SUB-ASSIGNMENTS

12.1 To facilitate members with an assigned berth to go cruising, a member may request the Club to make a sub-assignment by completing a sub-assignment agreement, form 380, to sub-assign the berth to another member on a temporary basis. A temporary occupant is also required to complete the sub-assignment agreement form 380.

12.2 When a berth sub-assignment becomes available in accordance with the provisions of paragraph 12.1 of these rules, the Club Manager presents the offer of berth sub-assignment to non-berth holders in accordance with the same procedure set forth in paragraph 5.2 for regular berth assignments. Sub-assignments will only be offered to members who have indicated they are interested in a sub-assignment. Acceptance or refusal of a sub-assignment offer shall not affect a member's placement on the waiting lists.

12.3 The original member offering the berth for sub-assignment continues to be responsible for berth fees until that member relinquishes the berth. The member must also continue to maintain regular membership and pay related dues and fees for the duration of any sub-assignment.

12.4 During the period that a berth is sub-assigned to other members, the originally assigned berth occupant shall be credited a percentage of all rent monies received from the sub-assignee. The amount to be credited depends on the time period that the original member offering the berth will commit to making that berth available and if that member is engaged in long-distance cruising (as defined in 12.5). The credit is as follows:

1 year or more	90%	Requires cruising status
6 months or more	80%	Requires cruising status
Less than 6 months	50%	

12.5 The 80% and 90% credits are only available to those berth holders who are truly engaged in long-distance cruising. The member must actively cruise his own vessel north of Point Conception or south of Ensenada, Mexico while living aboard for a substantial amount of time.

12.6 The Board of Directors may ask the member for details of the cruise and itinerary to ascertain that the spirit of this requirement is being met. The Board of Directors may deny this credit if it determines the long-distance cruising status is not being met.

12.7 If the original berth holder quits the club or terminates his berth agreement during the interval for which he committed to make the berth available, he will be charged for the amount he would have owed for the remainder of the sub-assignment commitment period, less any expected credits. This amount owed can be deducted from the proceeds of the sale of the membership certificate. The sub-assignee can continue to occupy the berth until the commitment period has expired. If the sub-assignee vacates the berth prior to the expiration of the commitment period or the sub-assignee is eligible to be assigned that berth on a regular basis, then the original berth holder is released from his commitment and remaining owed amounts with regards to the berth.

12.8 Sub-assignments for short term (less than 6 months) or where the member is not engaged in long-distance cruising (as defined in 12.5) will receive a credit of 50%.

12.9 The member holding the original assignment must give a minimum 30-day notice to the Club Manager and sub-assignee prior to returning to occupy the berth.

12.10 Sub-assignments have a limit of 3 years. Sub-assignments may be extended an additional 2 years with approval of the Board of Directors.

13 LIVING ABOARD

13.1 Members shall not live on board more than three days per calendar week without obtaining live aboard status and acquisition of a Live aboard Permit issued by the Ventura Port District. Exception: In addition to the three days per week, members may stay aboard each year for an additional 30 days, in any combination, without being considered a live aboard.

13.2 A waiting list for live aboard status is incorporated into the berth waiting lists established in section 4 of these rules.

13.3 No more than fifteen (15) vessels shall be occupied by members with live aboard status.

13.4 Under no circumstances is a non-berth-holder member to be granted live aboard status.

13.5 Live aboard positions that become available are automatically assigned to the eligible member highest on the live aboard waiting list. In order to be eligible to be

assigned live aboard status, the member must already have a berth assignment in the marina which is not to be a sub-assignment.

13.6 Live aboard fees are payable starting on the date live aboard status is assigned.

13.7 Fees for live aboard vessels are in addition to all other dues or fees.

14 MEMBERS' MARINA FILE

A permanent file is maintained by the Club Manager which contains all the pertinent data having to do with applications, moves, vacating, live aboard status, changes of vessels, etc.

15 BERTH TRANSFER BOOK

A permanent ledger is maintained by the Club Manager containing all data having to do with vessel movements, from berth-to-berth or in-and-out of the VYC marina.

16 ADMINISTRATION

16.1 Each year the Commodore, with concurrence of the Board of Directors, appoints a Marina Management Committee consisting of at least one member of the Board of Directors and at least two members-at-large. The Marina Management Committee is charged with overseeing the Club Manager's administration and enforcement of the rules as set forth in these Berth Assignment Rules. The Port Captain shall be the chair of the Marina Management Committee.

16.2 It is recommended that this document be reviewed 18 months from the date of adoption.