

ROYAL JAMAICA YACHT CLUB
MARINA AND BERTHING REGULATIONS
AND AGREEMENT THERETO

GENERAL

1. All berths are owned by **The Royal Jamaica Yacht Club** and the Marina Committee is responsible to assign, cancel or reallocate berths to members.
2. All vessels berthed at **The Royal Jamaica Yacht Club** are subject to the rules, regulations and bye-laws of the club, and all guests entering the club grounds or boarding vessels in the marina are subject to these rules, regulations and bye-laws.
3. **The Royal Jamaica Yacht Club** is a private members club, not a public Marina, and as such the assignment or reallocation of berths shall be based on availability and the vessel's requirements.
4. A berth shall comprise the pier and/or shoreline, and pilings and/or mooring buoys together with such facilities such as fresh water and electrical services where installed. In the case of a Hard Standing berth ashore, the berth shall comprise the allocated space with reasonable clear entry access. No modifications shall be made to the assigned berth without the written approval of the Marina Committee. Each berth holder is responsible for the provision of securing lines appropriate to the size of the vessel to be berthed. The Club employs Marina staff whose responsibilities include the general supervision of the Marina and the maintenance of berth facilities. Security lighting is provided by the Club and watchmen employed to patrol the premises and control entry to the facility.
5. The Club reserves the right to install suitable meters to measure the use of water and electricity by the berth holder. In the absence of such meters, where water or electricity is provided, the berth holder will be assessed for the use of such services, based on prevailing rates, as may be determined from time to time. The intent of an assessed service is to provide water and power on a temporary basis only; vessels requiring permanent connection of such services will be metered wherever possible.
6. The security of vessels berthed at the Club is the responsibility of the respective owner, agent or assign, as the case may be, and **The Royal Jamaica Yacht Club** shall not be liable for the care and protection of a vessel, including its gear and contents, or for any loss or damage thereto. Nor shall **The Royal Jamaica Yacht Club** be liable for any injury to any persons incurred on its premises.

ASSIGNMENT OF BERTHS

7. Only Members in good standing of **The Royal Jamaica Yacht Club**, any other Royal Yacht Club or any other recognized Yacht Club, may be assigned berths at **The Royal Jamaica Yacht Club**, at the discretion of the Marina Committee, provided however that any such non-member of **The Royal Jamaica Yacht Club** may not occupy an assigned berth for more than six months. Proof of ownership of the vessel shall be required on application for an assigned berth.
8. On allocation of an assigned berth the berth holder shall be liable to pay all such fees as may be prescribed by the Management Committee and applicable at the time of assignment, to include a berth allocation fee, which shall be non-transferable with the sale of the vessel named in the original application, but which may be applied towards any future berthing assignments of the berth holder, at the discretion of the Management Committee. A discount of the Berth Allocation Fee shall be permitted as follows:
 - a) After one full year of Club Membership 20%
 - b) After two full years of Club Membership 40%
 - c) After three full years of Club Membership 60%
 - d) After four full years of Club Membership 80%
 - e) After five full years of Club Membership 100%
9. If for any reason, a member of the Club wishes to vacate his or her assigned berth in the absence of his or her vessel, the assigned berth may be reserved, with the consent of the Management Committee, for a period not exceeding one year, provided all fees as may be prescribed by the Management Committee, continue to be paid by the berth holder over that period. Any arrears of these fees exceeding three calendar months will automatically lead to the revocation of rights to the berth. The Club shall be entitled to allocate space in the berth not utilized by the berth holder's boat to any member of the Royal Jamaica Yacht Club or qualified visitors. Any berth allocated by the RJYC shall be charged for at standard rates charged by the Club to its members and the amounts received in respect thereof shall be divided as to 50% to Club and 50% to Berth Holder. The Credit of 50% of berth revenue is conditional upon payments for the reserved berth being current. If for any reason a member's berth is cancelled or is vacated within a period of five years of the allocation thereof, a refund of the Berth Allocation Fee will be made as prescribed hereunder:
 - a) If within one year of allocation 80%
 - b) If within two years of allocation 60%
 - c) If within three years of allocation 40%
 - d) If within four years of allocation 20%
 - e) If within five years of allocation Nil
10. Visitors, Privileged and temporary members on being allocated a berth at the discretion of the Marina Committee, shall be exempt from the Berth Allocation Fee, but shall pay such fees as shall be prescribed by the Management Committee, together with any service charges for water or electricity as may be applicable. Such berths must be vacated on demand by the Marina Committee with recourse to appeal.
11. No Berth holder may temporarily or otherwise cause another vessel other than his or her own to occupy his or her assigned berth without the written consent of the Marina Committee.

12. Where a member changes his or her vessel, an application for berthing must be made in writing to the Marina Committee who will advise the member as to the berthing assignment and the applicable fees. If there is a Change in ownership of a vessel, the berth assignment for that vessel is automatically terminated.
13. The Dock Master in consultation with the Marina Committee, may, as an expedient, temporarily place or shift vessels provided that such movement does not interfere with the berth holder's right to his or her assigned berth.
14. If the Marina Committee deems it necessary for a berth to be reallocated, cancelled or vacated by a Member for whatever reason, the Member shall be given thirty (30) days written notice, which shall be subject to appeal to the Management Committee, provided such appeal, in writing, is lodged before the notice expires. In the event of any emergency, the Club reserves the right to move any vessel without notice.

CANAL LOTS

15. Canal Lot owners shall have the sole right to berthing their vessels at their respective lots 'free of charge' but may not let, hire or offer free occupation of their berths.

FUEL DOCK

16. The Fuel Dock is for the refueling of vessels only, and is to be observed as such. Smoking or naked lights, whether on board a vessel refueling or on the dockside, is strictly prohibited. During refueling the engine or engines of the vessel being refueled must be shut down, and not restarted until the refueling hose has been removed and secured. Refueling by use of portable cans of more than five gallons, or from tankers, or by pumping fuel from drums, is strictly prohibited in or around the Marina. Violation of this clause will be grounds for revocation of the berth allocation by the Management Committee.

POLLUTANTS

17. Discharge of rubbish, garbage, sewage or any pollutant in the Marina is prohibited.

LIVEBOARD

18. Any person wishing to live on board a vessel berthed in the Marina may do so only with the written permission of the Management Committee. Persons granted such permission are to be mindful of the restrictions on the discharge of rubbish, garbage, sewage or other pollutions in the Marina, and in this regard, are enjoined to make use of the facilities provided by the Club.

ANCHORING IN THE MARINA

19. No vessel shall anchor in the Marina, fairway or channel connected thereto.

HURRICANE REFUGE

20. **The Marina is not suitable as a Hurricane Refuge for any vessel over forty five (45) feet in length, and such vessels, must be removed from the Marina when a hurricane alert is in effect and at least twelve (12) hours before the predicted passage of such hurricane.** Vessels of forty five (45) feet in length and under must be secured in such a manner as to prevent it overriding the berth, pier or pilings or causing damage to its neighbors in the storm surge. The safety of any vessel left in the Marina during the passage of a hurricane remains the sole responsibility of the owner, agents or assigns of the vessel, and **The Royal Jamaica Yacht Club** accepts no responsibility for any damage that may result.

I _____ owner / agent / assign

of vessel named _____, having read and understood the above (1 to 20); do hereby agree to the respective rules, regulations and bye-laws of The Royal Jamaica Yacht Club, and submit herewith my application for the accommodation of this vessel in the facilities of The Royal Jamaica Yacht Club.

Name of Yacht Club of which I am a Member _____

Type of Berthing Required? Regular / Temporary / Shed / Hard Standing / Canal / Lagoon

Make of Boat _____ Type _____ Length _____

Beam _____ Fly Bridge _____ Draft _____ Number of Engines _____ Type of

Engines? Gas / Diesel / Outboard Electrical Power Required? Yes / No Voltage 110 / 220

Phase Single Phase / Three Phase

Electrical Appliances on Board a) _____ b) _____

c) _____ d) _____ e) _____

Name of Owner / Owners _____

_____/_____/20_____
Signature Date

For Official Use Only

Assigned Berth # _____ Regular / Temporary / Hard Standing / Shed. _____/_____/20_____
Date assigned

Comments _____

RJYC Flag Officer/ Chairman Marina Committee