

Perry Yacht Club Policy Statements

Policies may be changed by the Board of Governors (BOG) except for dues which require a vote of membership. Dues include base dues, dry storage fees and slip fees. Other fees may be changed by the BOG.

Section I Membership and Participation:

A. Definitions:

1. Member is defined as an individual or couple residing at the same address, and their children under age 21
2. Boat partners/ co-owners are each considered as separate member
3. Cost for storage can be shared among boat partners/co-owners
4. The membership year is January through December - the same as the fiscal year

B. Expectations and Requirements:

1. Commitment to sailing and community by doing some or all of the items set forth in B.1.a through B.1.f.
 - a. Own a functional sailboat appropriate to the use/needs of the owner. (Boats in active repair/restoration will be considered as meeting this standard for a period of time as approved by the BOG)
 - b. Have a sailing resume/history
 - c. Have taken or currently enrolled in sailing lessons/classes
 - d. Is a regular sailing guest or crew of a member
 - e. Interest in sailing (requires nomination by a member, if no other requirement is met)
 - f. Volunteer Hours: As a member-operated club, members are expected to support work days and/or the planning and hosting of social events.
2. Financial and Insurance Obligations:
 - a. Members are obligated to pay dues and fees as defined in the Policy Statements
 - b. Members with storage (dry or slip) will maintain a minimum of \$100,000 liability insurance at all times that the boat and/or trailer is on property or in a slip. Members will provide current proof of insurance at the time of renewal and name Perry Yacht Club (PYC) as "an additional insured."
 - c. Members who are not current with their financial obligations or those whose membership has lapsed may be charged late fees and/or may be liable for other costs as provided herein or as may be imposed at the discretion of the BOG.

C. Privileges and Benefits:

1. The number of memberships and available benefits will be established consistent with the capacity of facilities as determined by the BOG.
2. Storage
 - a. Season storage is from April 1 through October 31
 - b. Winter storage is from November 1 through March 31
 - c. Slip storage comes with the right to park a trailer in a storage location determined by the Buildings and Grounds Chair as defined in these policies.
3. Special Circumstance - selling a boat or relocation:

- a. Past Members in good standing who are selling a boat or relocating may request a dry storage-only option for up to one-year following their relocation or listing of the boat for sale.
- b. Boats must be removed from the property by the end of the storage period unless other arrangements are approved by the Board.
- c. Storage fees paid by a previous owner will be credited toward new owner's fees if they join PYC
- 4. Member Voice – members have the right to request the BOG address issues of concern either in the management of PYC or the actions of fellow members.
 - a. Issues related to operations or management of PYC should be presented in writing to either the Commodore or Secretary for addition to the next BOG agenda.
 - b. Issues related to actions of members should be presented in writing to the Memberships Chair or Commodore for review by the Membership Committee.

D. Application, Renewal and Termination of Members

1. New Members

- a. New member applications will be made on the approved form, and can be accepted at any time during the year
- b. New member applications will be sent to the Membership Chair for approval by the Membership Committee
- c. Upon approval, the new member will make payment in full within 30 days.
- d. The Committee will provide specific cause to the BOG for denial of membership to any applicant

2. Renewals

- a. Renewal notices will be sent to members beginning January 1 with reminders sent each month through March 1. It is the member's responsibility to renew and pay on time irrespective of the timing of renewal notices/reminders.
- b. Membership Committee will review and process renewals for changes in member information and benefit/privilege updates
- c. The Treasurer and/or Assistant Treasurer will process all payments
- d. Late and Lapsed Renewals
 - i. Renewals are officially late as of the day after the March spring membership meeting, except if there is no membership meeting in March in which case renewals are late as of the last day of March.
 - ii. Late renewals or payments will automatically incur a late charge of \$100.00.
 - iii. If not renewed, memberships officially lapse on April 15. The membership is no longer active and slip and/or dry sail space assignments are forfeited.
 - iv. Memberships are not considered renewed until payment in full and proof of insurance is received.
 - v. Lapsed members must remove boats, trailers and all other personal property located at PYC within 30 days of the lapse of their membership, unless they have applied for reinstatement within such 30 days. If reinstatement is denied, lapsed members must remove boats, trailers and all other personal property located at PYC within 30 days of the notice of denial.

3. Reinstatement: Lapsed members may apply for reinstatement by sending a request for reinstatement to the Membership Chair within 30 days of the lapse.

- a. Reinstatement is discretionary with the Membership Committee.
- b. The reinstatement request must be accompanied by all of the following, and the reinstatement request is not considered submitted until all such sums have been paid in full:

- i. Payment in full of all sums due for past years including late charges;
 - ii. Payment in full of all sums that will be due for the year for which reinstatement is applied, including late fees and the reinstatement fee.
- Note: If reinstatement is denied all payments associated with the current year will be refunded after all boats and personal property are removed from PYC grounds.*

4. Termination

- a. A membership can be terminated for cause, including but not limited to:
 - i. Failure to meet all financial obligations.
 - ii. Willful damage to or theft of PYC property or that of another member or guest of PYC.
 - iii. Assault or threatening violence against another member or guest of PYC
 - iv. Actions that present a safety issue to people or property
 - v. Failure to correct inappropriate actions or behaviors following a ruling by the Membership Committee or BOG.

5. Process for termination (other than financial)

- a. A request to terminate the membership of another member must be presented to the Membership Committee for review.
- b. The member will be notified and provided an opportunity to present information to the Membership Committee prior to a termination ruling.
- c. All requests for termination by the Membership Committee will be presented to the BOG for a majority vote.
- d. If termination is approved, the member will have 30 days to remove property from PYC.
- e. Depending on the nature of the termination, a member may request reinstatement after a period determined by the BOG.

6. Failure to Respond to Termination Requirements: If the past member has failed to pay balances due, and/or failed to remove property from PYC, on or before 30 days after termination, PYC may exercise its rights under the membership agreement and all other PYC documents.

E. Other Participation

1. Crew: (other than a member)

- a. Individuals who crew/skipper on boats for the racing series
- b. Crew can only be on property with their host member during races, practice, or when working on the racing boat

2. Family and Friends: (other than a member)

- a. Individuals who are visiting or sailing on member boats other than for racing.
- b. Family and Friends can only be on property with their host member.

3. Students:

- a. The BOG will determine an annual program fee for students (under the age of 25) who are participating in youth programs held at or supported by PYC.
- b. Students under the age of 18 must have a parent or assigned guardian on property while sailing unless under the supervision of a PYC sailing instructor.
- c. Students are not members and are considered "guests of PYC."

3. Guests of PYC:

- a. The BOG reserves the right to extend guest status to recruit members or meet other needs of PYC.
- b. Privileges offered to guests will be determined by the BOG or approved officer depending on each situation.

4. Privileges of Crew, Family and Friends and Guests of PYC:

- a. Events: These participants can attend PYC functions if the host member is present.
- b. Camping: These participants can stay in the camper or boat of the host member (if member is on property) or Camp on unimproved sites (as available).
- 5. Limits:
 - a. Family and friends who are at PYC more than five times a season should purchase a Membership
 - b. Members planning to have multiple guests (more than four adults) and planning to use the PYC clubhouse, camping facilities, or attend a PYC event should notify the Commodore, or in his/her absence, the Vice Commodore, for approval for a "group event."
- 6. Non-Member Access to PYC Facilities
 - a. PYC will make access to its facilities available to non-members to launch and retrieve boats when conditions on the lake limit ramp access at other public and private facilities
 - b. General Rules
 - i. Approval can be granted by the Commodore, Vice Commodore, or Property Manager
 - ii. Fees will be set by the BOG and are due prior to use of facilities (these can be paid on site)
 - iii. All non-member users will sign a PYC-provided waiver and attestation of liability insurance for any boat and/or trailer prior to use of the facilities
 - iv. Access must be scheduled in advance and an authorized PYC representative must be present unless otherwise approved in advance
 - v. Access for non-members is limited to Monday through Thursday. Access is restricted to the parking lot, ramp, and use of a gin pole. No other equipment or facility is to be used without the express permission of the PYC representative on site. The only exception is the use of restroom facilities.
 - vi. Boats or other personal property cannot be stored or left on PYC property unattended by the owner and/or professional service provider
 - c. Access by professional service provider (PSP)
 - i. PSPs are defined as a business or individual who is launching or recovering a boat for a fee on behalf of a boat owner
 - ii. PSPs will be the authorized party to access the PYC facilities and are responsible for requesting access, scheduling the times, and any payment due to PYC
 - iii. PSPs will sign a waiver prior to use of the authorized facilities and will see that the owner of the boat also signs a waiver. Waivers will be provided by PYC when the authorized access is scheduled
 - d. Fees: Fees for access provided by this section may be set by the BOG.

Section II Dues and Fees

- A. Current Dues and Fees (for 2025 season)
 - 1. Membership: (approved by the Members)
 - a. Annual Dues \$650
 - b. Dry storage season \$250
 - c. Slip storage season \$49 p/f
 - d. Equity storage season (90% of Slip) \$40 p/f
 - e. Dry storage - winter \$125
 - f. Slip storage - winter \$300
 - g. Capital Assessment \$0
 - h. (annual or special)

2. Program & Guest Fees: (approved by the BOG and may be changed from time to time)
 - a. Initiation \$0
 - b. Reinstatement \$100
 - c. Racing Fees \$0
 - d. Student Activity \$0
 - e. Boat Share \$0
 - f. Guest Fees: \$0
 - g. Participation in Youth Sailing Classes: \$0 for members children and \$100.00 for non-members children.

3. Storage fees for boats whose owners are former members or boat owners who store their boat at PYC without being a member (boat storage by non-members is not allowed and is considered trespassing):
 - a. Storage fees commence 30 days after lapse of membership, or if the boat is stored by a non-member then on the date storage commenced. The fees set forth in this amended policy are effective July 1, 2025.
 - b. Dry storage is \$25.00 per day.
 - b. Slip storage is \$30.00 per day.
 - c. All charges shall carry interest at 1.0% interest, compounded monthly. In addition, any charges for insurance coverage, because of failure to provide insurance coverage, insuring PYC for damages to its property, or any liability, including any claim by owner shall be at the cost incurred to PYC and shall bear interest at 1.0% compounded monthly.
 - f. PYC shall have the right, at its option, to remove any boat and/or trailer owned or controlled by a former member, or brought to the property by someone who is not a member, to any location on PYC property. PYC may do so itself or contract for the same. Costs for PYC to remedy the failure to remove the boat and/or trailer at the expiration of the membership or adequately secure said boat and/or trailer shall be in addition to the storage costs.
 - g. If any legal action is required, the provisions of Section VIII (Legal Actions) shall apply.
 - h. For boats sold to a non-member, but not removed from the property, the original member shall remain liable as provided for herein for these costs, and fees. For boats and/or trailers placed on the property without an accompanying membership, damages for trespassing may be sought

B. Waiver of Dues and Fees: The BOG, or the Vice Commodore in consultation with the Commodore, may waive dues and fees for special circumstances.

C. Pro-Ration of Dues and Fees for new members joining PYC after specified dates:

- i. July 1 - 75% of membership and season storage
- ii. August 1 - 50% of membership and season storage
- iii. September 15 - 10% of membership and season storage

D. Termination or Resignation of Membership: Dues are not prorated back or refunded to current or former members if they leave PYC during the current season

Section III Docks and PYC Infrastructure

A. Dock Modification:

1. Structural modifications to the docks are prohibited in order to protect their integrity and comply with USACOE restrictions.

2. Aesthetic modifications (e.g., dock lighting, dock steps) will be allowed provided the aesthetic modification does not require structural modification (e.g., no drilling or anchoring to the docks). The USCOE restricts the installation of electrical items, including decorative lighting. Any aesthetic modification must meet USACOE requirements.
- B. Storage Lockers/Dock boxes:
1. Shall be safely secured. Securing with C-clamps to the dock corner is the preferred method, as it does not require drilling or screwing into the dock. If installed on a wooden corner it can be safely secured by a method approved by the harbor master.
 2. Shall be similar in design, material, and color. White is the preferred color.
 3. Shall be made of "marine grade" rust and corrosion proof material.
 4. Must fit within the 4-foot footprint of the dock corners without impinging upon the USACOE-mandated 3-foot clear walkway requirement.
 5. Shall not contain flammable liquids or chemicals.
 6. In the interest of safety, the Dock Master has access to inspect on an as needed basis.
 7. Those that are compromised or visibly discolored may, at the discretion of the Dock Master, be removed from the docks to the back storage lot until repairs are made and reinstallation is approved by the Dock Master.
- C. Dock Corners: the sole option to expand the size of dock corners is the purchase of a larger corner from the dock manufacturer and installation by a professional installer. The USACOE has approved this modification. Modifications performed without Dock Master approval may be subject to any action deemed appropriate by the BOG to enforce PYC Policy, the Rules and Regulations, the Membership Agreement, and USACOE requirements.
- D. Dock and Infrastructure Care:
1. Members shall exercise all due care to prevent damage to the docks and shall immediately report any damage to dock structural components, electrical/plumbing systems, decking, or edging to the Dock Master.
 2. Members shall be liable for damage to docks, electrical pedestals (located on the docks and/or in the campground), and any damage to other PYC infrastructure caused by the member and/or member's boat, member's family and/or guests, guest's boat, camper, vehicle, etc. PYC has the right to seek restitution for repairs and/or pursue a claim on member's insurance policy.

Section IV Slip and Dry Sail Assignment and Storage on PYC Grounds

- A. Equity Slip Holders: There are no new equity slips available. The only equity slips are those that have already been purchased.
1. All holder(s) of Equity Slip Rights must maintain Equity Slip Rights membership in PYC unless the same is assigned to PYC. If the equity slip holder does not maintain a membership the equity slip is automatically assigned back to PYC without any action on the part of any party.
 2. Holder(s) of Equity Slip Rights may assign such slip rights to PYC for a one-year period provided the assignment is made in writing prior to February 1 of that season. While the holder(s) will not be responsible for dues for that year, in recognition of the fact that assignment does not guarantee that the slip fees will be assumed by another member, and also in recognition of the fact that these assigned slips are less desirable to Leased Slip Rights Members, the holder(s) may be assessed a fee by the BOG to cover maintenance of that slip, the holder(s) share of property tax, Army Corps dues, building and grounds maintenance, insurance, and other fees shared by the membership. While PYC will make the slip available to any Leased Slip Rights members for the year, use of the slip by such members does not release the holder(s) from their obligation to pay the

assessment as described. The holder(s) on an assigned slip will retain Equity Slip Rights for subsequent years. As with dues, these fees will be due in accordance with section D.2.d..

3. PYC shall have the first option to purchase Equity Slip Rights. If the holder(s) have a firm offer from a third party, the BOG will have 10 days to match said offer. Absent a third-party offer, the BOG may make a fair market price offer and specify terms. The holder(s) shall have 10 days to accept or reject the offer.
 4. In the event a holder(s) of Equity Slip Rights becomes delinquent in dues and fees, the BOG may offer to purchase with terms the slip rights at a fair market price, less delinquent amounts. The holder(s) shall have 10 days to accept or reject the offer.
 5. In the event a holder(s) of Equity Slip Rights becomes two years delinquent, the BOG has the subsequent right to claim the slip rights paying the holder any difference between the fair market value and the delinquent amounts due to PYC. If at any time delinquent amounts equal or exceed the fair market value, the slip rights become the property of PYC.
 6. The BOG shall be notified in writing of any change in ownership of Equity Slip Rights. The notification of transfer shall include the slip location, the current owner, the new owner with mailing address, and selling price. The Membership Chair will forward to the new owner all appropriate documents and applications for membership to PYC.
- B. Slip Assignment Guidelines
1. An equity slip owner has the only right to his/her slip unless he/she notifies PYC that he/she wants to assign that slip and has paid the assignment fee.
 2. Whenever possible, members are reassigned to the same slips assigned to them the previous season. A member loses any claims to assignment priority if fees are not paid in accordance with section D.2.d . Equal claims of assignment priority will be resolved on a first pay/first choice basis.
 3. Slips are assigned based on matching boat length with slip size and on a first-come first-serve basis, as determined by the Dock Master.
 4. The Dock Master has the responsibility to reassign slips at any time if deemed necessary to accommodate PYC membership.
 5. The Dock Master will maintain the slip waiting list. When all slips are full, a waiting list will be established.
- C. Dry Sail Storage Assignment
1. Dry sail and trailer parking is assigned by the Director of Buildings and Grounds
 2. Whenever possible, members are reassigned to the same storage space assigned to them the previous season. A member loses any claims to assignment priority if fees are not paid in accordance with section D.2.d . Equal claims of assignment priority will be resolved on a first pay/first choice basis.
 3. All empty trailers will be assigned to unimproved areas
- D. Storage Other Than Boats:
1. No personal property, except property stored in a dock box, or attached to or stored on a members' boat, or trailers for the members' boat, shall be stored or kept on PYC property.
 2. Automobiles including RVs and travel trailers may be parked on PYC property only while the member or guest is on PYC property.
 3. Motor boats, jet skis and other powered boats/equipment shall not be stored or kept on PYC property (other than sailboats with auxiliary power) and PYC owned boats/equipment.

Section V BOG

A. Assignment of duties

1. The Commodore will appoint Governors and or Officers to one or more committees, functions, or activities each year.
2. Co-Directors that are not BOG members may be appointed, and are considered ex-officio members of the BOG.
3. These are one-year appointments, but can be reappointed in subsequent years.
4. All BOG directors shall perform such other duties as may, from time to time, be prescribed by the Commodore or the BOG.

B. Management Functions and Activities of the BOG

1. Social Director

- a. shall make arrangements for the Spring Business Meeting, the Fall Annual Membership Meeting, the spring and fall workdays and plan the November awards and installation of officers meeting
- b. shall plan or coordinate arrangements for social functions during the year
- c. track and report all expenses to the defined meeting/functions
- d. All such duties shall be performed as directed by the Commodore or the BOG

2. Building & Grounds Director

- a. shall have charge of constructing, repairing, and maintaining all buildings, roads, and structures owned or maintained by PYC.
- b. will also have responsibility for all tools and machines that are the property of PYC.
- c. has control of all land areas of PYC, including but not limited to roads, parking, camping areas, and boat and trailer storage.
- d. shall ascertain that all permits, licenses, insurance, and regulations by the Corps of Engineers, county, and state are properly obtained and abided by
- e. All such duties shall be performed as directed by the Commodore or the BOG

3. Harbor Master

- a. shall attend to the maintenance and repair of the breakwater, piers, buoys, launching areas, and waterways owned or maintained by PYC as directed by the Commodore or the BOG.

4. Dock Master

- a. shall assign slips based on BOG-approved guidelines and maintain the slip waiting list. The Dock Master shall keep records as to which slips rights are held by Equity Slip Rights members and which slip rights are PYC owned and available for Leased Slip Rights members.

5. Treasurer shall:

- a. Work in conjunction with the external accounting firm approved by the BOG and the Assistant Treasurer to ensure complete and accurate financial statements.
- b. Prepare or oversee the external accounting firm's work which may include delegated tasks such as:
 1. Bank statement reconciliation.
 2. Processing vendor and reimbursement payments in the bill paying service.
 3. Payroll preparation.
 4. Filing and paying quarterly and annual payroll taxes (withholding and unemployment) with the State of Kansas and IRS.
 5. Preparing monthly financial statements.
 6. Preparing and filing the annual income tax return (Form 990).
 7. Filing and paying monthly sales and use tax.

- c. Reimburse members for expenses on a timely basis (generally within two weeks of reimbursement request).

- d. Pay PYC bills on a timely basis as requested by the vendor.
 - e. Prepare deposits, deposit into the Bank and record deposits in QuickBooks.
 - f. Monitor PYC PayPal account, reconcile to database and transfer funds to bank account.
 - g. Monitor PYC credit cards, collect receipts and pay on a timely basis.
 - h. Provide financial information required for PYC insurance renewals and other government agencies.
 - i. Collect, review and follow-up on member insurance.
 - j. Present the financial statements to the BOG at monthly meetings.
 - k. Prepare a proposed annual budget and present to the BOG and Membership for approval.
 - l. Communicate with members regarding questions related to reimbursements, budgets and financial statements.
 - m. Other tasks as requested by the Commodore or BOG.
6. Assistant Treasurer
- a. shall perform duties as prescribed by the Treasurer, typically the collection, review and follow-up on member insurance..
7. Communications Director
- a. shall be point of contact for submissions or comments on the PYC website, and all other approved websites, or delegate such tasks to an individual who will be the webmaster (perryyachtclub.com).
 - b. will publish official notices of all meetings and events of PYC
 - c. publication of such other news and articles as approved by any flag officer.
8. Sail Education Director
- a. Shall lead events and/or coordinate with organizations to support and host sail education activities for youth at PYC.

C. Advisory Roles

- 1. The Commodore may appoint non-BOG members to advisory roles to support the BOG, subject to BOG approval. Advisory roles should not conflict with the defined work of the BOG as defined in the Bylaws and Policy Statements.
- 2. The Liaison to the Corps of Engineers shall act as PYC spokesperson to the Corps of Engineers.

Section VI Standing Committees

A. Membership Committee

- 1. Chaired by the Vice Commodore,
- 2. Members to include Social and Communications Directors
- 3. Vice Commodore may recruit up to three non-BOG members to participate on the committee
- 4. Charge of the Committee
 - a. Recommend to approve or deny applications for new membership
 - b. Mediate charges brought against any members for actions not consistent with PYC policies and rules, including but not limited to termination of membership
 - c. Insure a focus on the membership experience as PYC priority when the BOG is making decisions
 - d. Support active recruitment of new members

B. Race Committee

- 1. This Committee shall consist of not less than three members. The Rear Commodore shall be Chair.

2. The Committee shall promote racing in such a format as is beneficial to PYC.
- C. Long-Range Planning Committee
 1. Shall consist of the Commodore, Past Commodore, and Vice Commodore and any other members appointed by the Commodore.
 2. Shall poll the membership to ascertain their interests for near and long term projects, developments, and courses of direction and develop a running plan out to five years to include priority and estimated financial impact.

Section VII. Indemnification of Governors and Officers

- A. Each person who is or was a governor or officer of PYC or is or was serving at the request of PYC as a director or officer of another corporation, including the heirs, executors, administrators, or estate of such person, are indemnified by PYC to the full extent permitted or authorized by the laws of the State of Kansas, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost and expenses including attorneys' fees incurred by such person in his or her capacity, or arising out of his or her status as governor or officer of PYC or, if serving at the request of PYC, as a director or officer of any other corporation. The indemnification provided by the bylaw provision shall not be exclusive of any other rights to which he or she may be entitled under any other bylaw or agreement, vote of members or disinterested governors, or otherwise, and shall not limit in any way any right that PYC may have to make different or further indemnification with respect to the same or different persons or classes of persons.
- B. No person shall be liable to PYC for any loss, damage, liability, or expense suffered by it on account of any action taken or omitted to be taken by such person as a governor or officer of PYC or of any other corporation which he or she serves as a director or officer at the request of PYC, if he or she exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of his or her own affairs, or if he or she took or omitted to take such action in reliance upon the advice of counsel for PYC or for such other corporation, or upon statements made or information furnished by governors, officers, employees, or agents of PYC or of such other corporation, that he or she had no reasonable grounds to disbelieve.

Section VIII Legal Actions


- A. If allowed by applicable law, and if PYC employs an attorney to enforce its rights under the provisions of the Membership Agreement, Policies or Bylaws of PYC, and is the prevailing party in any litigation or arbitration, the member (current or past) will pay PYC's reasonable attorney fees and costs incurred in connection with enforcing the provisions. This includes litigation, and without limitation, the costs of debt collectors, securing liens, expert witnesses, investigation expenses and all other reasonable costs incurred.
- B. PYC shall have a lien on all boats, and personal property stored or kept on said boats, when the person responsible for said boat being at PYC fails to pay any sums due to PYC.

Section IX. Amendments to Policy by BOG

- A. The Policies of the PYC BOG may be changed or amended by the BOG at any regular BOG meeting.
- B. All Policies that are passed at BOG meetings shall be signed by the Commodore and the Secretary to indicate they are the official copies.

- C. Policies of the PYC shall be published on the PYC website.
- D. Amendments to the Policies take effect upon approval by the BOG, unless otherwise specified.

By: Lawrence W. Bigus Commodore



By: Neil Barkley Secretary

