

**Perry Yacht Club**  
**Terms and Conditions of Membership**  
**Updated December 2025**

**Membership Agreement**

**Rules and Regulations**

I understand and agree to comply with and be bound by the Perry Yacht Club ("PYC") Rules and Regulations, the Policy Statement, and this Membership Agreement. I have reviewed the Rules and Regulations and the Policy Statement provided through the registration materials. Failure to comply with this membership agreement, the rules and regulations, and/or policies can result in the Board of Governors (BOG) revoking my membership as defined in the governing documents of the PYC.

**Payments of Dues and Assessments**

I understand the dues requirements and agree to pay promptly all dues and assessments. Membership fees are due January 1 and are delinquent as of the day after the March spring membership meeting, except if there is no membership meeting in March, in which case renewals are delinquent as of the last day of March . Delinquencies may result in daily-use charges and/or legal action to recover payment or charges, including but not limited to, securing a lien on any member property at the Club. Lapsed members may be subject to any action deemed appropriate by the Board of Governors to enforce the Rules and Regulations, the Policy Statement, and/or this Membership Agreement. I acknowledge and agree to be subject to any action deemed appropriate by the Board of Governors to enforce Club Policy, the Rules and Regulations and this Membership Agreement.

In the event any membership dues or fees owed by me to PYC are more than one year past due, all personal property owned by me and stored on the PYC grounds or in slips shall be subject to a Lien held by PYC. I acknowledge and agree that in such an event, PYC may exercise its lien rights and sell such property. If a sale takes place, then any remaining proceeds of the sale will be deposited with the Kansas State Treasurer within one year of the sale, after offsetting all amounts owed and all costs and expenses related to the sale.

**Insurance Requirements**

All members with boats and/or trailers at PYC must provide proof of liability insurance (\$100,000 minimum) with the inclusion of PYC as a "named additional insured."

**Photo Release**

I understand and agree that photographs of myself, crew, and personal guest(s) and/or property may be taken and authorize the use and publication of photographs, pictures or images for the purposes of publicity, advertising, publishing (including electronic media or internet websites), for PYC use.

**Assumption of Risk**

I understand and expressly acknowledge that access to and use of the PYC facilities, grounds, storage areas, docks, ramps, boats and equipment, and attendance at or participation in PYC sponsored events, may be dangerous and pose serious hazards which may result in my injury or death, the injury or death of my family members or guests, as well as damage to my personal property. I expressly acknowledge and agree that my access to and use of PYC facilities, grounds, storage areas, docks, ramps, boats and equipment, and my attendance at or participation in PYC sponsored events, will be at my own risk.

**Release of PYC**

I hereby waive and release and forever discharge PYC, and its Board of Governors, members, employees, officers, agents and volunteers, from any and all claims, lawsuits or causes of action of any kind or nature whatsoever, arising from my access to and/or use of PYC facilities, grounds, storage areas, docks, ramps boats and equipment, and/or my attendance at or participation in PYC sponsored events, including but not limited to, claims arising from death or bodily injury or property damage.

**Indemnification of PYC**

I agree to indemnify and hold harmless PYC, its Board of Governors, members, employees, officers, agents and volunteers, from all claims, demands, lawsuits or causes of action (of any kind or nature whatsoever, and including PYC's reasonable attorney fees) by my family and my guests, arising out of or related to my family and guests' access to and/or use of PYC facilities, grounds, storage areas, docks, ramps boats and equipment, and/or my family and guests' attendance at or participation in PYC sponsored events, including but not limited to, claims arising from death or bodily injury or property damage.

## **Perry Yacht Club Rules and Regulations**

The Perry Yacht Club (PYC) facilities are for the use and enjoyment of PYC members and their guests. To ensure that use, PYC members and guests must abide by these rules. To avoid disputes, all complaints shall be made in writing to the Board of Governors ("Board" or "BOG") and the Board shall act as mediator.

### **General**

1. Ice tickets are available from any Board member or the Property Manager for \$2 each. Please do not place cash in the ice ticket box.
2. Dogs:
  - a. Dogs are not allowed on the club grounds unless leashed.
  - b. Dogs are not allowed in the Pavilion eating area while food is being served.
  - c. Owners must clean up promptly after their dogs.
3. Children and Minors
  - a. Younger PYC members and their young guests are welcome to enjoy the playground. Return all sandbox toys to the area underneath the play structure. If you have any sandbox toys at home not being used, please feel free to donate them to the playground collection.
  - b. Parents should instruct their children not to pet dogs without the dog owner's permission.
  - c. Drinking alcoholic beverages by persons under 21 years of age on PYC property is strictly prohibited.
  - d. No children under the age of 16 are allowed contact with the fire pits without direct parental supervision.
4. Quiet hours are from 11:00 p.m. until 8:00 a.m. Quiet hours apply to the clubhouse, camping areas, mooring piers, and club grounds.
  - a. People night sailing should proceed as quietly as possible when entering or departing the harbor area.
5. Members are asked to report faulty equipment, damage, or needed repairs to the Director of Buildings and Grounds
6. All regulations and conditions established by the Corps of Engineers are part of the rules and regulations of Perry Yacht Club.
7. The Club dumpster is provided for disposal of general waste created during activities at the Club. The following "excluded waste" items as defined by our waste hauler are subject to fines and shall not be placed in the dumpster. Members are expected to remove these items from Club property and dispose of them properly. **Excluded Waste: Tires, wheels, appliances, electronics, batteries, fuel canisters, paint or**

**solvents, or any form of “hazardous waste”, “toxic waste”, or “medical waste” as defined by law.**

## **Clubhouse and Grounds**

### **Clubhouse**

1. The PYC clubhouse is equally available to all members. The BOG may restrict access for club events, or member events as noted below.
2. Members may use the clubhouse for a personal event with the permission of the Board of Governors.
  - a. During those approved events, the kitchen and pavilion areas may be closed to other club members and their guests.
  - b. To close the clubhouse to other members, notice of these events must be posted in advance at the clubhouse and on the club calendar for at least 2 weeks prior to the event.
3. Kitchen:
  - a. All food and containers left in the refrigerators should be labeled with the member's name and be removed at the end of the weekend or holiday. Food remaining in refrigerators will be disposed of on Mondays or the day after a holiday.
  - b. Persons using the kitchen are expected to clean up after themselves, including washing, drying, and putting away dishes and utensils. Clean counter space and tables after use.
4. The trash cans at the clubhouse are only for trash generated at the clubhouse. Empty the clubhouse trash cans when full. The full trash bags should be taken to the dumpster located near the caretaker's house.
5. Crush and dispose of aluminum cans in the clubhouse in recycle containers.
6. No smoking is permitted in the clubhouse bathrooms or kitchen.
7. Persons using restrooms are expected to clean up after themselves and not leave personal belongings.

### **Campground**

1. Campers will enclose trash and litter in bags before depositing in the trash dumpster located in the parking lot.
2. Camping is permitted on Club grounds by tent and trailer only in specified areas, use of electrical sites is limited to members with boats stored on property.
3. Camp sites are available on a first come basis, except for two noted reserved spots (these are sold annually as a fundraiser to support youth sailing at the club).
4. Access to the campground may be limited by the BOG around or related to club events.

5. Camping is allowed for five (5) days maximum on PYC property. Longer stays only with approval of the BOG or Building and Grounds Director. After five (5) day stay, camping equipment must be removed from PYC property for 24 hours.
6. A total of twenty (20) days is the maximum allowed in a month for camping.
7. Camping equipment shall not be left unattended overnight, except in extenuating circumstances.

### **Dry Storage and Work Lot**

1. Boat trailers shall be stored in specified areas
2. Dry sailors shall park their trailers and boats in assigned spaces.
3. Spaces are assigned by the Director of Buildings and Grounds
4. Members shall not leave batteries or other hazardous items in trash containers and on Club grounds. Take oil and other boat fluids home for storage or to your local recycling station for disposal.
5. The Club's requirements for boat cleaning, refinishing, and restoration activities are as follows but may be modified from time to time as necessary to comply with the Corps of Engineer's requirements. The Club's requirement is 100% containment and proper disposal of hazardous waste.
  - a. Washing boat bottoms painted with any type of ablative bottom paint (soft, hard, modified) is prohibited on Club property. Boats with non-ablative paints such as VC-17, Speedcoat-49, etc. and boats with bare gelcoat or equivalent bottoms may be washed provided no paint is removed.
  - b. Best-practice for cleaning boat bottoms is to allow bottom growth to dry out during the off-season, then remove residue by brushing, scraping, or sanding. Effective vacuum dust collection must be used any time paint, fiberglass, or gelcoat is removed in the process.
  - c. Any refinishing or restoration process generating fugitive dust must include effective vacuum dust collection. Spray application is prohibited unless the work area is tarped and tented such that residue or overspray can be collected and disposed of properly. When applying with brush or roller, tarps shall be placed under the work area to catch any drips.
  - d. All waste (e.g., collected dust or scrapings, empty paint cans, roller covers, soiled rags, tarps, etc.) is considered hazardous waste and shall be removed from Club property and disposed of properly.
6. Gin Poles. Two gin poles are provided to facilitate stepping of masts and should not be used for other purposes. Gin poles may be used by Club members, or by guests or Professional Services Providers after execution of a waiver (and payment of a fee if applicable). The gin poles are functionally-tested by the Club annually with a load of 250 pounds, however the Club cannot certify the capacity of the gin poles. Users of the gin

poles assume all risks of use, and users are expected to confirm the weight of their lift, plus a conservative safety margin, is less than the tested capacity of the gin pole.

## **Docks and Harbor**

### **General**

1. The only persons permitted on the Club grounds or private docks are members in good standing and guests of such members when accompanied by such members.
2. The portion of the docks at the end of the piers may be used by all members of the Club as these portions belong to the Club.
3. Common courtesy shall be followed at all times by all persons on the private mooring slips.
4. All yachts moored in the water must be secured to the slip by a method approved by the Harbor Master.
5. Any part of the yacht shall not protrude into an imaginary extension vertical of the width of all walkways.
6. Any additions or alterations including dock edging, cleats, storage lockers, painting, etc. must first and always be approved by the Harbor Master.
7. Any structural modifications to the slips – including new or rebuilt platforms or replacement structural materials – become the property of the Club and may be modified or removed at the discretion of the Club. This provision does not apply to additions such as dock boxes and boat hoists.
8. The canal area between docks shall be used strictly for leaving or returning to a slip.
9. The use of portable open flame cooking appliances on docks or mounted on boats is prohibited while boats are in slips. This restriction extends to any form of hibachis, charcoal, wood, or gas type portable cooking equipment, except in specifically authorized areas that are not on the docks, on boats in the berthing area, or near flammables. This prohibition does not extend to stoves permanently mounted in galleys.
10. No human waste, trash, or garbage shall be flushed or dumped into Branch Creek Harbor. Trash of any type shall not be left on the mooring piers.
11. An Equity Slip Rights member or Leased Slip Rights member in good standing may loan his or her slip for a short time to another member in good standing. The Dock Master or a member of the Board of Governors should be notified of such action.

### **Hoists**

1. The Club will accommodate requests for boat hoists if possible, but does not guarantee any member or prospective member the ability to install a boat hoist. The Club reserves the right to rescind approval and force removal of a boat hoist.
2. Any member wishing to install a boat hoist (boat lift) in their slip must first notify the Harbor Master of this desire. Upon notification, the Dock Master will identify a suitable

slip, if applicable, and provide a list of names of the current five neighbors who occupy the slips surrounding the slip where the hoist is to be installed.

3. The five neighbors will consist of the three members then occupying the slips immediately in front of the requesting member and the members occupying the slips on each side of the requesting member. The requesting member must obtain written approval for the addition of the hoist from all five immediate neighbors and submit that approval to the Dock Master, at which time the Harbor Master will grant approval for the addition of the hoist.
4. All yachts moored on lifting hoists must be secured to the lifting cradle or slip by a method approved by the Harbor Master. The Harbor Master has the authority to deny a request if the hoist is not suitable or appropriate for the boat or dock conditions, is determined to present a danger, or may cause damage to Club property.
5. The requesting member will be responsible for all costs associated with the installation and maintenance of the hoist, as well as any cost associated with damage caused to docks.

### **Winter Storage in Slip**

1. Deicing Equipment (bubblers and/or agitators)
  - a. All deicing equipment must be connected to a properly functioning thermostat
  - b. Air temperature thermostats must be set at an activation temperature no higher than 30 degrees Fahrenheit
  - c. Water temperature thermostats must be set at an activation temperature no higher than 33 degrees Fahrenheit
  - d. To conserve electricity, the Club may un-plug or switch off bubblers to prevent operation until the water temperature falls below 35 degrees.

# **Perry Yacht Club**

## **Policy Statements**

June 2025 version updated for 2026 Dues and Fees

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 time period as approved by the BOG)
  - b. Have a sailing resume/history
  - c. Have taken or is 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)
2. Volunteer Hours: As a member-operated club, members are expected to support work days and/or the planning and hosting of social events.
3. 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
3. Late and Lapsed Renewals
  - a) 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.

- b) Late renewals or payments will automatically incur a late charge of \$100.00.
  - c) 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.
  - d) Memberships are not considered renewed until payment in full and proof of insurance is received.
  - e) 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.
4. 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:
    - c) Payment in full of all sums due for past years including late charges
    - d) 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.
    - e) *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**

Beginning in January 2026, dues will automatically increase by three percent (3%) per year, unless the board recommends a different amount for a specific year and the members vote to adopt the board's recommendation. Dues are defined as the base membership fee, slip fees for summer and winter, and dry storage fees for summer and winter. Dues will be rounded to the nearest dollar after applying the three percent increase.

### **A. Current Dues and Fees (for 2026 season)**

#### **1. Membership: (approved by the Members)**

- a. Annual Dues \$670
- b. Dry storage season \$257
- c. Slip storage season \$50 p/f
- d. Equity storage season (90% of Slip) \$45 p/f
- e. Dry storage - winter \$129
- f. Slip storage - winter \$309
- 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.
  - d. 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.
  - e. If any legal action is required, the provisions of Section VIII (Legal Actions) shall apply.
  - f. 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. Motorboats, jet skis and other powered boats/equipment shall not be stored or kept on PYC property (except for 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 (perryachtclub.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. Ensure 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.