



Member Handbook

Revised January 2024, February 2025



Marquette
Yacht Club

P.O. Box 296 Marquette, MI 49855



Dear MYC Member,

Welcome to the Marquette Yacht Club and thank you for joining or renewing your membership. Having joined MYC, you already recognize the value of Lake Superior and our fantastic community here on the lake. As a participating member of the MYC family, you now play an important role in our mission of supporting Marquette as an active and safe boating community.

In this handbook, you will find a wealth of information about the benefits of being a member of MYC. We are here to support your participation, so if you want to learn more about any of the programs and amenities available to you, please don't hesitate to reach out to one of your Board members.

I encourage you to become an active member of the club. If you have a passion or area of expertise, jump in and volunteer. Whether it is keeping things ship-shape around the club, helping with a party, or planning for the future - the more people that are involved the stronger we will be.

Sincerely,

Michael Twohey

Commodore, MYC

Table of Contents

About the MYC	5
<i>Our Vision</i>	5
<i>Our Mission</i>	5
<i>Club Values</i>	5
Stay Connected	6
<i>MYC Website</i>	6
<i>MYC Facebook Group</i>	6
<i>MJYC Website</i>	6
Membership	7
Dockage and Upland Boat Storage.	7
<i>Docking</i>	8
<i>Upland Storage – Summer</i>	8
<i>Upland Storage – Winter</i>	9
<i>Temporary Boat and Trailer Parking</i>	9
Club Rental	9
Parking at MYC	10
MYC Administration and Meetings	11
<i>2024 MYC Board of Directors</i>	11
<i>General Membership Meetings</i>	11
<i>Board of Directors Meetings</i>	12
<i>2020 Standing Committees</i>	12

Racing at MYC	13
<i>Ensign Fleet 35</i>	13
<i>Open Class</i>	13
<i>Laser Fleet</i>	13
Appendix I. Membership Categories and Privileges	14
Appendix II. Dockage, Storage and Membership Fees	15
Appendix III. Dock Regulations	16
Appendix IV. Club Rental Policy	20
Appendix V. Marquette Yacht Club Charter & Bylaws	28
Appendix VI. MYC Committees	35
Appendix VI. MYC Liability Waiver	39

About the MYC

While the Marquette Yacht Club has been in existence in an on-again-off-again capacity for over a century, its present incarnation is the result of a handful of like-minded folks, an ad in the Mining Journal, and a loveable little boat called the Pearson Ensign. Since then, the club has grown considerably, and now serves as the home of not just Ensign Fleet 35, but other groups as well, including the Marquette Junior Yacht Club Sailing School, the NMU Sailing Club, Laser Fleet 35, and the Community Rowers. These affiliate organizations make our club stronger, and more interesting for all our members.

Our Vision

To provide a unique gateway to recreational boating in our community.

Our Mission

To encourage and support sailing and non-motorized boating by providing facilities for the recreational, educational, and social use of its members.

Club Values

- *To maintain the cost of access to achieve affordable facilities for members with a predictable fee structure.*
- *To host and encourage user groups to promote diverse community participation in activities with an emphasis in educations, safety, respect, and outreach.*

We ask you to please consider these statements carefully. Weigh them against the actions of your board of directors. Compare

them to your own feelings and opinions of what matters as members of both MYC and the community of Marquette. This club serves the interests of its members and as such, is guided by your collective voice. If you have opinions, please share them with the board and volunteer to support the smooth function of the club.

Stay Connected

MYC Website

All of the resources contained in this handbook are readily available on our website. Please visit us on the web for membership forms, agreements, race information and more.

<http://www.marquetteyachtclub.org>

Mailing address: P.O. Box 296, Marquette, MI 49855

MYC Facebook Group

The facebook group is a fun site filled with pictures and current information about club activities.

<http://www.facebook.com/groups/marquetteyachtclub>

Marquette Junior Yacht Club Website

The Marquette Junior Yacht Club maintains its own web-site with information about the summer sailing school program and fundraising events, this is your one-stop shop for all things Marquette Junior Yacht Club.

<https://www.mqtjyc.org/>

Mailing address: PO Box 812, Marquette, MI 49855.

Membership

There are four levels of membership in MYC. The cost of each membership level is set by the MYC Board each year at the Annual Meeting. Bills are sent in late winter with payment due by May 1st. Membership rates and other fees listed in Appendix II.

Regular Membership	The member is eligible to hold club office, lease dock space, access the clubhouse, have parking privileges, and can vote on club issues. A onetime purchase of club stock is required.
Joint Membership	Available to a Regular member and their spouse or significant other. They both hold all privileges of Regular membership including two votes on club issues.
Associate Membership	Associate members can use the clubhouse and club grounds as regular members and are eligible for upland storage. They do not have parking privileges at the clubhouse.
Student Membership	Student members have similar privileges to associate members.

See Appendices I & II for current fees and further detail of privileges.

Dockage and Upland Boat Storage.

Docking and storage agreement forms must be signed prior to using these services. Fees, forms and complete rules are available at the MYC Website and below in the Appendices. Here is an overview of these services:

Docking

Currently the club leases 26 dock spaces to Regular Members. Spaces are available to prior year lessees on a priority basis. A waiting list is maintained as part of the MYC database. As spots become available, they will be offered to the member next on the waiting list. Any Regular Member wishing to lease a dock space can be placed on the waiting list by written or email request to the dock committee. Do not pay for dockage unless you have been offered a slip by the dock committee.

Non-members wishing to have dock space may ask to be placed on a notification list, but they will always be superseded by a regular member. Non-members on such list will be notified if the members wait list is depleted and they will have an opportunity to join as a regular member and secure a slip, or obtain a position on the regular wait list.

Dock renters must follow ALL the dock regulations outlined later in this booklet. Copies of the dock regulations are included in the appendices or can be obtained at the MYC website.

Upland Storage – Summer

Upland storage for dinghies and paddle sport boats < 18' is available between Memorial Day and October 1. Storage is intended to facilitate the use of small boats during the boating season, and not intended for long-term storage of boats in non-use. Boats greater than 18' are not eligible for summer storage on the premises without special permission from the dock committee. Each boat must be:

- stored on the site or area designated by the Club.
- labeled with MYC registration number on transom, and owners name must be painted or affixed to the trailer tongue.
- Boats must be on trailers or provided racks as assigned by Dock Committee.
- Spars on racks must have owners name affixed.

Fees are noted in Appendix II and on the MYC website along with the storage agreement form.

Upland Storage – Winter

Winter storage of boats may begin on Labor Day and boats must be removed no later than 7 days following Memorial Day or otherwise as informed by Dock Committee Chair. Any boats placed on Club property prior to Labor Day, or remaining on Club property 8 days after Memorial Day, may be moved by the Club at boat owner's expense. Boats moved by the Club will be stored by the Club at a location chosen solely by Club and owner will be charged \$30 a day storage. Boats improperly placed for storage or boats that create an obstruction will be moved by the Club. Owners name must be painted or affixed to the trailer tongue. Each boat must be stored on the site designated by the Club. Additional rules and fees are noted on the upland storage agreement form available on the MYC website.

Temporary Boat and Trailer Parking

Temporary (a few days) storage of member owned boats or trailers on the grounds is tolerated (space permitting) to facilitate transport, outfitting or repair. Boats should typically be parked off the North end of concrete parking area near small boat storage. Dock or Grounds Committee chair should be contacted for permission. The owner name must appear on trailer tongue.

Club Rental

The Club grounds are available for rental by Regular Members only. A written request will be submitted to the MYC Board detailing the nature of the event, estimated attendance, and time the Club is needed. Approval or denial of the request will be determined by the Board. The fee for the event varies with the size of the event. Renting the

Club does not give the renter the right to keep other members from using the Club. The renter is responsible to clean up afterwards. The fee structure and other requirements are outlined on the rental agreement documents found on the MYC website and in the appendices.

Parking at MYC

Only Regular members are allowed to park at the MYC. Regular members are issued two parking passes, one of which must be displayed in your vehicle's lower driver's side windshield while on the property. If you have not received your parking passes, please contact the Club Secretary. Any vehicle not displaying a MYC parking pass is subject to removal at owner's expense.

Parking of automobiles or motorcycles in the Harborview parking lot (concrete area) is allowed only outside normal business hours. MYC has priority parking after 5 pm and on weekends. Parking of boats and trailers is not allowed on the concrete apron adjacent to the building. Temporary parking for boats is allowed to the north of this lot as described above under Upland Storage.

Parking on the edges of the gravel at the north end of the property is allowed, though passage must be kept clear through to the launch ramp.

The gravel parking area to the south of the club property is owned by the Fish Dock and should be avoided. Parking of boats in this area is strictly prohibited by the Fish Dock.

MYC Administration and Meetings

MYC Board of Directors

Commodore	Michael Twohey
Vice Commodore	Michael Potts
Secretary	Dennis Nezich
Treasurer	Matt Zavislak
Director-at-Large	Kristen VanWierin (expires fall 2025)
Director-at-Large	Jeff Choidi (expires fall 2026)
Director-at-Large	Austin Gatz (expires fall 2027)

Contact the MYC at: Marquett yachtclubsecretary
@gmail.com

General Membership Meetings

MYC has regular general meetings which will be held at least two times per year, and additionally as called by the Commodore. Any member of the MYC is welcome to attend. Any member wishing to discuss a subject at any General Meeting is requested to contact the Commodore to have the item added to the meeting agenda.

An Annual Banquet (which is also a general meeting) is held in late fall, usually in October. Membership is notified of the time, place and cost for this event. The Annual Banquet includes a short business meeting. Members not attending the dinner portion of the Banquet can attend the business meeting portion at no cost. Club officers and Board members are elected at this meeting.

This is the only meeting where dues can be adjusted. Other business can be proposed.

Board of Directors Meetings

Board meetings are held at least twice per year or as called by the Commodore to transact necessary business. Any member may attend.

Standing Committees

The MYC Board has established four standing committees to coordinate, manage, and make recommendations for different aspects of the club; **House, Grounds, Dock, Communications,** and **Purpose Protection**. The responsibilities and leaders of these committees are posted at the MYC website and below in the Appendices.

Committees act semi-autonomously with periodic consultation with the Board. Committees will generally be led by a Board member. Leaders are appointed by the Board for indefinite terms and additional members may be appointed or relieved by the Commodore. Expenditures by Committees may be made consistent with the Committee's terms (see Appendix) and within limits preapproved by the Board. Committees need not follow formal rules of order during meetings, but should act by consensus when possible.

Racing at MYC

Ensign Fleet 35

Ensign Fleet 35 conducts races every Wednesday night from the end of May through mid-September. Anyone interested in Ensign racing can contact the Ensign Fleet 35 Captain, whose contact information can be found on the MYC website.

Open Class

Various races are conducted at MYC throughout the year. These races are open to any boat and will be scored on a time-adjusted basis using the boat's Portsmouth rating. Open class races fees are set by the Open Class Race Chair yearly. For information on Open Class races please contact the Commodore or visit "Marquette Yach Club" on Facebook, or check the MYC website

Laser Fleet

The laser fleet races are conducted Sunday afternoons at 2 pm. Race fees are set yearly by the Laser Fleet at their Spring Meeting. For information on Laser racing please contact the Laser Fleet Captain, whose contact information can be found on the MYC website.

Appendix I. Membership Categories and Privileges

	Regular member	Joint member	Associate	Student
Vote and serve on Board	Yes	Yes Both Individuals	No	No
24 hr access to Clubhouse	Yes	Yes	Yes	Yes
24 hour access to grounds	Yes	Yes	Yes	Yes
24 hour access to south restroom	Yes	Yes	Yes	Yes
Dock rental	Yes	Yes	No	No
Dock wait list	Yes	Yes	No	No
Upland storage	Yes	Yes	Yes	Yes
Parking @ MYC	Yes	Yes	No	No

Appendix II. Dockage, Storage and Membership Fees

Adopted October 20232

Membership

Regular	\$220
Joint (both partners)	\$330
Associate	\$110
Student	\$55
Stock – one time purchase for regular member	\$25

Upland storage

Summer	
Rack	\$60
Ground <18'	\$95

Winter	
Up to 15'-6"	\$60
>15'-6" <= 24'	\$95
>24'	\$120

Note: Winter storage is typically paid after winter with dues in spring.

Dockage fees

	Full season	Sub-let Monthly	Sub-let Weekly	Short-term 2-6 nights	Short-term 1 night
Regular member					
<24'	\$725	\$ 240	\$60	Free	Free
>24'	\$845	\$ 280	\$70		
SubOptimal	\$485	\$165	\$45		
Other members	NA	Same	Same	Free	Free
Member other YC	NA	NA	NA	Free	Free
Non-member	NA	NA	NA	\$30/night	Free

Appendix III. Dock Regulations

1. Dock Committee Membership

The members of the standing Dock Committee shall be appointed by the Club Commodore. The number of Committee members shall be three to five at discretion of the Commodore, normally having one member who does not rent a dockage slip.

2. Payment

Dockage fees must be paid, in full, by May 1st and before the boat occupies the dockage slip. If the dockage is not paid by May 1st, the Dock Committee may consider assignment of the space to the next member on the waiting list. The next member on the list would have 10 days to decide and/or pay the dockage.

3. Reservations

Club members occupying dockage slips during the previous boating season shall have the right to reserve a slip for the coming season by payment of the dockage fees, in full, on or before May 1st. A final billing notice will be sent to the occupants of slip spaces during April of each year by the Club Treasurer.

4. Assignment of Dockage

When a dockage slip becomes available, either through relinquishment by the previous occupant or by non-payment of fees by May 1 of the current season, the Dock Committee may re-assign said slip. For this purpose, the Club Treasurer and Dock Committee Chairperson will maintain a waiting list of applicants desiring dockage.

5. Reserved but Unoccupied Dockage Slips

Dockage slips, reserved by full payment but not occupied by the reserving member, and where there is no immediate probability of occupancy, may be sub-let by the Club, AND ONLY BY THE CLUB, at a rate determined by the Board each season. The slip must be relinquished by the temporary occupant (sub-letter) to the reserving member on one week's written notice to the Club from the reserving member and one week's written notice to the sub-letter by the Club. The reserving member of a subleased space shall have the right to reserve said space for the next season.

6. Procedure for Sub-Letting Slips:

1. Sub-let fees will be 1/3 of the annual rate per month, or 1/12 the annual rate per week, and will not exceed the annual rate for the entire season. The fee will be split (50/50) between the MYC and the originally assigned dockerman.
2. Dock Committee will ascertain in early June which spots are still unoccupied and contact those assigned dockermen to find out when they expect to occupy their spaces. If occupancy is not scheduled for at least 1 month, the Club should then explore sub-letting the space.
 - a. Sub-lets will first be offered to members on the dock waiting list in priority of time on list; then offered to others. Any Club member interested in sub-letting a slip space needs to inform the Treasurer of their desire *in writing*, who will inform the Dock Committee, as soon as possible.
 - b. The Dock Committee will inform the assigned (non-occupying) dockerman in writing that their spot is being sub-let and give them the contact information of the sub-letter.
 - c. Once the original assigned dockerman is ready to occupy the spot, they will need to notify the Dock Committee in writing of their intended date to re-occupy (need to give at least two weeks' notice.) The Dock Committee will then notify the sub-letter, in writing, and give at least one week's notice to vacate the spot. The Dock Committee will then instruct the Club Treasurer and original assigned dockerman to refund the unused portion of the sub-letter's payment.

7. Short-term Docking – Less Than One Week

1. Any dockerman may allow another member to use their slip for a period of less than 1 week with no fees due to the MYC. Periods of one week or longer will follow rules for sublets.
2. Non-members may use a slip at the discretion of the dockerman assigned the slip:
 - a. For one night with no fee due the MYC.

- b. For 2-6 nights at a rate listed in Appendix II.
 - c. Fees will be assessed to the docker assigned the slip and it is their responsibility to inform the Treasurer and pay the fee, not the short-term docker.
3. Members of other Yacht Clubs will be granted privileges of members for purposes of short-term docking as described here.
4. Short-term dockers must complete a dock agreement form, and must be insured per dock regulations (see item 12).

8. Waiting List

A waiting list of those Regular members desiring slip space shall be maintained by the Club Treasurer and Dock Committee Chairperson. A Regular-member wishing to be placed on the waiting list must identify, in writing or email, the type and size of the vessel for which space is sought. The Dock Committee shall accept or reject applications for the waiting list on the basis of the type and size of the vessel for which slip is sought. Assignment of slips will be based on size of boat and slip, and seniority on list.

9. Placement of Boats

The Marquette Yacht Club Board shall have the right to designate, adjust or reassign slip spaces based upon recommendations by the Dock Committee. Members may use their assigned slip for any boat that they own or have chartered and may interchange them at the slip as they choose, provided the required boat information is provided on the dock agreement form and the boat's length is appropriate for the site.

10. Transfer of Boat

If an occupant of a slip transfers ownership of the docked vessel, the new owner shall be entitled to occupy the slip space for the rest of that boating season only if the vessel is already in the water and the Dock Committee determines there has been no effort to subvert this clause.

11. Grievance Procedure:

1. Any member on the waiting list for a slip space or on the floating docks, and next in line for the fixed dock, can request a review of spot assignment if ownership of a boat already occupying the hard dock is transferred.

2. Written notice of a review needs to be made to the Dock Committee.
3. Within 15 days of receiving this request, the Dock Committee must meet to discuss the specifics of the request and either make a ruling and/or set another meeting, within 15 days, to allow for further research. This may include requesting documentation and/or interviewing those involved.
4. The Dock Committee will then render a decision, in writing to all parties involved and to the Secretary for inclusion in the official records of the Club.

12. Insurance

All members renting slip spaces must carry liability insurance. Members will not be allowed to occupy slip spaces or maintain their seniority on the dock without liability insurance.

13. Occupancy of Slip

If the slip space is not occupied for at least 15 days between Memorial Day and Labor Day by the reserving member for two consecutive seasons, the Dock Committee shall be able to review the situation and determine if the slip should be reassigned.

14. Marquette Yacht Club Dock Agreement

A signed Marquette Yacht Club Dock Agreement with reference to these rules must be on file with the Secretary prior to vessels being allowed to occupy the slip space. A copy of the regulations will be sent with the dues notice each year to be signed and returned with payment.

Appendix IV. Club Rental Policy

The Marquette Yacht Club (MYC) grounds are available for rental by Regular and Joint Members only. A written request for events larger than 15 people will be submitted to the MYC Board detailing the nature of the event, estimated attendance, and time the Club is needed. Approval or denial of the request will be determined by the MYC board. Care will be exercised so that the informal friendly nature of the club is not compromised. The event cannot infringe on the use of the clubhouse or grounds by the membership, though members are encouraged to be respectful and give the participants fair space. The renter is responsible for prompt clean up and restoration afterwards.

No fee will be charged for small informal gatherings involving 15 people or less. An application is not necessary, but permission should be requested from the MYC Board, and logged on to the club calendar to ensure there are no conflicts.

Requests to host private events involving more than 15 people will be considered by the board if the applicant has been a member for at least 1 ½ seasons prior to submitting a request. The process to apply for a permit is as follows:

- Download the application/agreement from the MYC website or request a copy from the MYC Secretary,
- Fill out the top application portion of the form with event details and submit to the MYC Secretary,
- The MYC Board will review an application within 14 days, and if approved will return a draft permit to the applicant with the Club's portion filled out,
- The draft agreement must be signed and returned to the club secretary with the date reservation fee.
- The event agreement will be signed by a MYC board officer and returned to the applicant.
- Security deposit, rental fees, and insurance requirements are listed below:

Number of people	Min. Rental Fee	Date Reservation Fee (non-refundable)	Security deposit	Formal application	Insurance
1-15	none	None	none	No. Informal request only	Not required
16-50	\$100	\$20	\$100	Yes, submit 30 days prior to event	Submit proof at least 14 days prior to event
51-100	\$200	\$30	\$250	Yes, submit 30 days prior to event	Submit proof at least 14 days prior to event
More than 100	\$500	\$50	\$500	Yes, submit 60 days prior to event	Submit proof at least 14 days prior to event

- The non-refundable date reservation fee will be applied toward the rental fee if the event is held.
- The balance of the rental fee (rental fee – reservation fee), security deposit, and proof of insurance (if required) are due within 14 days of the event.
- The security deposit is fully refundable when the club determines cleanup was sufficient and there is no damage or loss to facilities.
- Cost may be greater depending on event details.
- Only one event greater than 15 people per year per member will be approved.
- The MYC will only permit large events (>100) during non-holiday weekends and will approve no more than 3 per year.
- Additional details on rental requirements are noted on the rental application/agreement form.
- Insurance coverage must list the MYC as an additional insured with minimum coverage of \$1,000,000.

The Board may approve community service events and community fund raising events with the rental fee and conditions determined on a case-by-case basis. Events for Club associated entities (e.g., MJYC, Ensign Fleet, Laser Fleet) will be considered separate from these rules and will normally not involve a fee.

Rental requests received from non-members will not be considered and commercial events will not be approved. A commercial event is defined as one where an event organizer hosts the event as a business venture for personal gain.

Marquette Yacht Club Rental Application and Agreement

Rental Application (information provided by applicant)

Name of Applicant:

Date of event:

Hours of Event:

Purpose of event:

Number in attendance:

Rental Agreement (to be prepared by MYC Secretary)

Marquette Yacht Club Facility Rental Agreement

The following terms and conditions govern rental of Marquette Yacht Club facilities by Regular or Joint Members (hereinafter Member or Renter).

PLEASE READ THIS CONTRACT CAREFULLY:

If there are any parts of the contract you do not understand, contact the House Committee Chairperson or Club Secretary.

RENTALS AND FEES:

Reservations to rent Marquette Yacht Club (MYC) facilities are accepted from Regular/Joint Members only, on a first come, first served basis. Upon request, MYC will provide access to the club for a preliminary showing before you submit your completed rental application. Once a signed Rental Application and a Date Reservation Fee is received that date will be held for you. The remaining fees are due at least 14 days prior to the event.

If you need to cancel your event, you must do so in writing. In this case, all fees will be refunded except the Date Reservation Fee.

The MYC Board reserves the right to refuse a rental application if, in their judgment and decision by the Board, they determine the applicant is unwilling or unable to ensure that they and their guests will take proper care in the use of the property. In addition, MYC reserves the right to order the cessation of all activities and the immediate eviction from the property

Noise Levels

Noise levels (including music) must be kept to a volume consistent with the time of day, other activities on adjacent public and private property, and local laws.

Decorations

Decorations may be put up. Care will be taken not to damage the property. Use of nails or other fasteners that leave holes or other damage of any kind in the Club building or deck is prohibited. All decorations must be removed after the event. Candles are allowed only on tables with appropriate holders.

Kitchen and Restroom Use

The kitchen may be used to heat food in the electric oven and stove and keep food and drinks in the refrigerator. You must supply your own dishes and silverware. You will need to supply all other expendable items, i.e., trash bags, tablecloths, glasses, etc. Restrooms are normally stocked with soap, paper, trash receptacles, etc.; however, the renting Member is responsible to ensure sufficient supplies are available for the event and to furnish any additional supplies that may be required, including but not limited to cleaning supplies.

Tents and Lawn Use

Rental and personally owned tents, chairs, tables, etc. may be set up on the lawn outside of the club house, provided that the location of tents, etc. is agreed to in advance by the House Committee Chair or designated representative. All such use of the lawn shall be accomplished without damage to the surface of the lawn other than reasonable wear and tear. Although the Club maintains the lawn, there is no lawn service available other than through to the efforts of MYC volunteers. As a result, in the event that the renting Member desires lawn cutting, watering, etc., the Member can coordinate with the House Committee Chair for the Member to perform or hire someone to perform the desired landscape maintenance services.

Post-Rental Cleanup

The building and grounds will be cleaned to their original condition by noon the day following the event or as otherwise expressly agreed in writing with the House Committee Chair. All garbage (including all cigarette butts, cups, plates, etc.) must be removed from the premises. Any garbage left onsite will result in a deduction from your deposit depending on cost to rectify.

Docks and Boats

Except for Members and member's guests using their own boats, the floating docks are off-limits for the group or organization participating in the rental. Likewise, the MJYC boats and other Member boats stored on land are off-limits. The renting Member shall insure that the Member's guests are aware of and comply with these limitations, which are intended to protect guests from injury and to protect other Members' private property from damage or theft.

Alcohol

If you plan to serve alcohol with a cash bar, paid caterer, or other circumstance where consideration as defined in section 913 of the Michigan Liquor Control Code is given, you must obtain and provide the MYC with a copy of the appropriate State Liquor Commission approval documentation. This permit must be posted in a prominent place within MYC on the day of the event. If there is no cash bar but alcohol is served to event guests, an alcohol endorsement on an insurance certificate must be provided.

Parking

MYC parking is limited, and existing parking policies shall apply to rentals for private events. Members with parking stickers, including but not limited to those invited to the event, may park on club property on a space available basis. Particular care will be taken to ensure that restrictions on parking that apply to the joint use area between the Club and the adjacent property are honored by attendees. The renting Member is obligated to ensure that guests are informed of the parking restrictions and advised to park in the adjacent City Parking Lot on the south side of Main Street.

LIABILITY INSURANCE:

Liability insurance for events with more than 15 guests is required from the Member renting the club. Renters shall provide Corporate, Homeowners, or Certificate of Liability Insurance for their event and provide proof of such insurance as required in the MYC rental policy. Lack of proof of insurance will result in cancellation of the event. In the case where a Member sponsors an approved rental for an organization (i.e., a charity, church group or other association), the organization shall have liability insurance that includes the MYC as "additionally insured" during the rental period.

INDEMNITY:

The Renter hereby agrees to defend, indemnify, and hold the Marquette Yacht Club, MYC board members, managers, insurance carriers, and

assignees harmless against any and all claims, costs, suits, actions and liabilities, including reasonable attorneys' fees and costs (including costs and fees associated with any lawsuit or appeal) arising by reason of any injury or claim of injury to person or property, of any nature and howsoever caused, arising out of Renter's use, occupation and/or control of the Marquette Yacht Club, or from any activity, work, or thing done, permitted or suffered by Renter in or about any violation of any governmental or insurance requirements by Renter, its invitees or others who are guests or employed by the Renter.

SIGNATURES:

THE UNDERSIGNED CERTIFIES RENTER'S UNDERSTANDING OF THE FOREGOING POLICIES AND AGREES TO COMPLY WITH SAME. THE RENTER UNDERSTANDS THAT NON-COMPLIANCE MAY RESULT IN FORFEITURE OF DEPOSIT AND ASSUMPTION OF ANY LIABILITIES RESULTING FROM NONCOMPLIANCE WITH ANY OF MYC'S RENTAL POLICIES.

(Renter's Signature)

(Printed name)

(Date)

FOR THE MARQUETTE YACHT CLUB:

(Signature)

(Title)

(Date)

Appendix V. Marquette Yacht Club Charter & Bylaws

Article I Name and Objective

Section 1. The name shall be the Marquette Yacht Club

Section 2 The purposes of this association are:

Vision: *To provide a unique gateway to recreational boating in our community.*

Mission: *To encourage and support sailing and non-motorized boating by providing facilities for the recreational, educational, and social use of its members.*

Principles: *To maintain the cost of access to achieve affordable facilities for members with a predictable fee structure. 2) To host and encourage user groups to promote diverse community participation in activities with an emphasis in education, safety, and outreach.*

Section 3. This shall be a non-profit association. Any gains or remainder from dues shall not benefit any member or individual and shall be used only as stated in this charter.

Article II Membership and Dues

Section 1. Regular Members shall have all the privileges of the club including voting (one vote) and holding office (one board seat). All members shall be Regular Members unless they have been admitted to one of the classes described elsewhere in this article. The classification includes privileges for all family members including two adults in a committed relationship and their dependents as recognized in the US Tax Code.

Section 2. Joint Membership: A Joint Membership shall have all the privileges of a Regular Membership and allows two adults in a committed relationship the ability to have two votes and/or two board seats.

Section 3. Associate Members will generally have all the privileges of Regular Members except they may not vote or hold office. The Board of Directors may adopt other differences as deemed appropriate.

Section 4. Student Members shall generally have all the privileges of the Associate Member, though the Board of Directors may adopt other differences as deemed appropriate.

Section 5. Termination of Membership

- A. A member in good standing may resign upon written notice to the Secretary.
- B. Members who have not paid their dues by May 1, may be notified and their membership terminated on June 1 if dues remain unpaid.

Section 6. Regular Members are required to purchase one share of capital stock.

Section 7. The Board of Directors shall set the dues for the coming year at the Annual Meeting. Annual dues are payable beginning April 1. Members accepted after August 15 shall pay one half the annual dues.

Article III Meetings and Voting

Section 1. Meetings of the club general membership shall be held at least two times per year, and additionally as called by the Commodore

Section 2. The Annual Meeting shall be in the Fall at which time the officers and Board of Directors shall be elected.

Section 3. The Board of Directors shall meet at least twice annually or as called by the Commodore to transact necessary business.

Section 4. Any Regular Member in good standing and present at a general membership meeting is eligible to vote.

Section 5. Electronic participation in meetings and voting may occur when deemed advantageous by the Board. In such cases, electronic participants voting are considered as “present” as referenced in this document.

Article IV Officers and Board of Directors

Section 1. Election and Term

- A. The Board of Directors shall consist of the Commodore, Vice-Commodore, Secretary, Treasurer and three members all in good standing. The immediate past-Commodore shall be an ex-officio member of the Board.
- B. The Officers of the club shall be elected for one-year terms at the Annual Meeting and serve until their successors are elected.
- C. Three members shall be elected to the Board of Directors to serve three-year terms, one member elected each year and serving until their successors are elected.

Section 2. The management of the club shall be entrusted to the Board of Directors. The officers shall act in an administrative capacity and the entire board shall act in a representative legislative capacity and exercise the powers normally appurtenant within these definitions.

- A. The Commodore shall preside at meetings of the Club and board and shall have the powers normally appurtenant to the office of Commodore in addition to those specified in this charter.

- B. The Vice-Commodore shall have the powers and duties of the Commodore in the case of the Commodore's absence or incapacity and shall succeed to the vacated office of Commodore.
- C. The Secretary shall keep a record of all meetings of the club and the board, notify members of meeting dates, mail out club dues notices, keep a roll of the members with addresses, shall have charge of all correspondence, function as co-historian, and help maintain a scrapbook.
- D. The Treasurer's duties include, to collect and receive all monies due the Club and receipt therefore. All monies shall be deposited in a bank designated by the board in the name of the Club. The books shall be made open to inspection by the board and any agency required by law.

Section 3. Vacancies occurring on the Board during the year shall be filled for the unexpired term of office by a majority vote of the remaining members of the board at its first regular meeting following the creation of such vacancy.

Article V Club Year, Annual Meeting, Elections.

Section 1. The Club's fiscal year shall begin on the first day of January and end on the last day of December. The Club's official year shall be following the election at the annual meeting and continue through the election at the next annual meeting.

Section 2. Nominations – During the month of September, the Board shall select a slate of candidates to present at the annual meeting for officers and Board members.

Section 3. Elections shall be held at the annual meeting. Elections shall be held by secret ballot unless a motion is adopted to proceed with a voice vote, and those receiving a majority of the eligible votes present will be declared elected.

Article VI. Committees

Section 1. Standing committees will be formed to care for the docks, buildings and grounds. The committees and their Chairpersons shall be appointed by the Board, and members will be appointed by the Chairpersons. Other committees may be appointed at the discretion of the Commodore.

Section 2. Purpose Protection Committee

- A. There shall be a permanent committee known as the Purpose Protection Committee with three (3) members. Initial members of the Purpose Protection Committee shall be appointed by the Board of Directors for indefinite terms and shall continue as Purpose Protection Committee members until resignation, removal as set forth in Section 2(B) below, or death. Appointments to fill vacancies on the Purpose Protection Committee shall be made by majority vote of the Board of Directors.
- B. Members of the Purpose Protection Committee shall be Regular Members and shall have held Regular Membership in the MYC for at least ten (10) years prior to appointment to the Purpose Protection Committee. A member of the Purpose Protection Committee shall be removed from the Committee only upon the written vote of all other members of the Purpose Protection Committee.
- C. The Purpose Protection Committee shall review all proposals that the MYC land or buildings be transferred, sold, or that the essential purposes of the MYC be changed, or that the MYC be dissolved. Any such proposal must be unanimously approved by the Purpose Protection Committee prior to being submitted to a vote of the Members of the MYC.

- D. There shall not be regularly scheduled meetings of the Purpose Protection Committee. Meetings of the committee may be called on five (5) days notice by any committee member. All members of the Purpose Protection Committee shall be present before a quorum is present. At a meeting of the Purposed Protection Committee, the members shall first elect a Chairperson and Recording Secretary for said meeting, and then discuss and vote on any proposal described in sub-section (C) above. A unanimous affirmative vote of the members of the Purpose Protection Committee shall be required before any proposal described in subsection (C) above shall be submitted to a vote of the MYC Regular Members.

Article VII Amendments

Section 1. With the exception of Article VI, Section 2 above, amendments to this Charter and Bylaws may be proposed by the Board of Directors or by written petition addressed to the Secretary and signed by 20 percent of the Regular Members. Proposed amendments must be considered by the Board and presented with recommendations within three months from receipt.

Section 2. The proposed amendment must be advertised prior to the meeting it will be voted on. This will be done by written communication from the Secretary. Electronic communication will qualify as written communication. The Charter may be amended by two-thirds vote of members present at the meeting.

Article VIII Dissolution

The Club may be dissolved at any time by the written consent of three-fourths of the members. In the event of the dissolution of the Club, any property or assets of the Club shall be given to a worthy organization that promotes boating or improvement of harbor facilities to be selected by the Board of Directors. Dissolution and transfer of club property must first be approved by the Purpose Protection Committee as specified in Article VI, Section 2, C.

Article IX Order of Business

Section 1. All meetings of the Club shall be conducted according to parliamentary procedures.

Section 2. Board meetings shall have a business meeting including reports of officers and committee chairpersons.

Article X Non-discrimination

The Marquette Yacht Club does not and shall not discriminate on the basis of age, gender, sexual orientation, marital status, national origin, race, religion, disability, socioeconomic background, or any other status prohibited by applicable law.

Appendix VI. MYC Committees

Marquette Yacht Club Committee Terms of Reference

Committees are organized as described in this document and approved by the MYC Board. Committees act semi-autonomously as described herein, within constraints placed by the Board or noted in this document, and with periodic consultation with the Board. Committees will generally be led by a Board member. Leaders will be appointed by the Board for indefinite terms and additional members may be appointed or relieved by the Commodore. Expenditures by Committees may be made consistent with the Committee's terms and within limits preapproved by the Board. Documentation must be provided to the Treasurer for reimbursement. Committees need not follow formal rules of order during meetings but should act by consensus when possible.

COMMITTEES and TERMS

COMMUNICATIONS: Chairperson: Matt Zavislak. Members: as noted below:

Members of this committee have specific roles:

Web Leader (Zavislak) – Maintain web site, databases and other infrastructure to support e-services. Assist secretary in accessing, maintaining and using operational databases. Assist in posting/circulating provided communications.

Commodore - Work with club officers to draft important updates to members for posting on the website, facebook and circulation by email.

Secretary and Treasurer – work together to maintain updated mailing lists of members and assure that key dues and fees notices are sent.

Fleet captains and committee chairs – Work with web leader

to assure necessary notices and events are posted on calendar and key information is circulated.

General duties of the Committee as a whole:

- Keep membership informed of current events, club initiatives, and key Board actions.
- Use web site, email, and other traditional and novel methods to inform prospective members and like-minded entities to promote MYC activities of interest and to recruit new members.
- Maintain website with current information, with frequent updates.
- Maintain up-to-date calendar of events and critical dates on website.
- Work with Secretary to maintain robust mailing lists for members, past members, and interested parties and associations to increase interest and knowledge of MYC.

DOCK: Chairperson: Chad. Members: Twohey, Nezych, Shinnars, Strandlie. Up to five members are appointed by the Commodore and will usually include one non-docker (not at present).

- Develop dock rules for approval by Board
- Assure technical design and configuration of docks.
- Assure technical design; and layout of upland storage in consultation with House/Grounds Chair.
- Assign dock and upland storage space based on established Board approved rules.
- Maintain records of docker seniority and dock waiting list requests consistent with Board approved rules.
- Coordinate volunteers, and develop and communicate schedules for dock installation, removal, and repair.
- Monitor condition of shore-side retaining wall and dock

facilities, and plan for long term maintenance and improvement.

- Make periodic projection of future expenses with recommendation for sinking fund (capital replacement), maintenance, and operations funding.
- Recommend annual budgets to Board for dock installation, removal, operations, and maintenance.
- Maintain records of dock warranties, life expectancies.
- Work with Treasurer and Secretary to monitor billing and initiate late payment procedures.
- Enforce dockage rules with discretion.
- Keep Board informed of critical operations and timetables.

GROUNDS: Chairperson: Mike Potts. Members: TBD at discretion of Commodore.

- Coordinate organization and maintenance of grounds and shed exclusive of docks and boat storage.
- Propagate/amend rules for use of grounds as needed for approval by the Board.
- Coordinate volunteer activities for landscaping and maintenance, including:
 - Lawn maintenance, leaf and litter pick-up, dumpster schedule, periodic cleanups, and organization of the shed.
- Plan for cost effective improvements to facilities consistent with long-term planning objectives approved by Board.
- Maintain fencing consistent with Board policies.
- Propose and maintain useful signage as approved by Board.

HOUSE; Chairperson: Austin Gatz. Members TBD at discretion of Commodore.

- Coordinate organization and maintenance of clubhouse, canopied area and deck.
 - Coordinate volunteer activities for building maintenance, including winterization, regular cleaning of clubhouse, stocking of toilet and cleaning supplies, care of grill, deck furniture and replenishment of propane.
- Plan for cost effective improvements to facilities consistent with long-term planning objectives approved by Board.
- Work with Secretary to assure security features e.g. locks passwords, and keycards, are consistent with Board policies.
- Propagate/amend rules for facilities as needed for approval by the Board.
- Propose and maintain useful signage as approved by Board.

PURPOSE PROTECTION Wim McDonald, Eric Seaborg, and Neil Lynch.

The Purpose Protection Committee shall review all proposals that the MYC land or buildings be transferred, sold, or that the essential purposes of the MYC be changed, or that the MYC be dissolved.

See Bylaws, Article VI Dissolution and Article VIII sec.2. Purpose Protection.

Appendix VII Waiver.



LIABILITY RELEASE & WAIVER AGREEMENT

In consideration for my participation in boating activities associated with the Marquette Yacht Club, the undersigned participant (“Participant”), and if such Participant is a minor, the Participant’s parent or legal guardian, and their respective heirs, executors, administrators, personal representatives and next of kin (collectively with Participant, “Releasers”), hereby forever waive, release and discharge the Marquette Yacht Club, its affiliates, and their respective members, volunteers, officers, directors, agents, guests, representatives, successors and assigns (each a “Released Party”) from any and all claims, demands, damages, judgments, executions, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, which a Releaser may have, or claim to have, against any Released Party resulting from death, personal injury, property damage or other loss Releaser may sustain as a result of participating in any boating activity associated with the Marquette Yacht Club, other related activities (including land-based activities), or the use of Marquette Yacht Club’s equipment and facilities.

THIS RELEASE IS INTENDED TO DISCHARGE EACH RELEASED PARTY FROM ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED IN ANY WAY WITH PARTICIPATION IN BOATING ACTIVITIES ASSOCIATED WITH THE MARQUETTE YACHT CLUB, EVEN IF THAT LIABILITY ARISES OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF ANY RELEASED PARTY.

Releasers hereby acknowledge that serious accidents occasionally occur during boating activities and that mortal or serious personal injuries and/or property damage or other loss may result from participation in boating activities, including further injury or damage sustained as the result of the efforts of third parties who come to the aid of Participant. Releasers hereby agree to indemnify and hold harmless the Released Parties for claims, demands, damages, judgments, executions, rights of action or causes of action relating to any such injury or damage.

Participant agrees to abide by all rules and instructions of the Marquette Yacht Club or its representatives or agents relating to use of club facilities and participation in boating activities associated with the Marquette Yacht Club.

By purchasing a membership to the Marquette Yacht Club, you enter into this liability release and Waiver Agreement, fully understand its terms, and freely and voluntarily agree to its adoption.

Thank You!

As a member of Marquette Yacht Club, you are supporting our efforts to keep safe, recreational boating alive and growing in our community. On behalf of everyone involved in MYC, thank you for your contribution! We are excited for the season ahead, and are grateful to have you as an important member of our boating family. Please share your experiences with each other, with joy and passion, and with anyone who will listen.

See you on the lake!

201 East Main Street
PO Box 296
Marquette, MI 49855
www.marquetteyachtclub.org