

PORTLAND ROWING CLUB

Boater Rules (amended Jan 14th 2022)

Preamble:

Your peace and enjoyment of the Portland Rowing Club (PRC) and that of others depends on the willingness of all Members to be considerate, cooperative, and courteous with each other. The following are the PRC rules.

1. PRC reserves the right to change these rules. These rules, as may be amended from time to time or times, apply to anyone who is a Member of PRC and who keeps watercraft here.

Members and Conditions of Membership.

2. Members agree to observe the requirements of the PRC Articles of Incorporation and By-laws as far as they are relevant.

3. Membership in PRC is necessary to moor a boat here. Only boats belonging to Members are permitted to moor at the PRC, and only in their assigned slips. So long as Membership dues and fees are paid, Membership shall continue by mutual agreement. Either PRC or the Member may end the agreement at any time. If a boat is or becomes jointly owned, the Member takes full responsibility for all matters relating to that boat, the slip and all matters relating to other owners.

- a. Subletting or lending of boat slips to non-PRC Members is not allowed. A Member who has an assigned slip may allow another Member to put their boat in the first Member's slip, provided:
 - i. The Moorage Manager is notified and their approval obtained
 - ii. All moorage fees are paid and kept current by the Member assigned to the slip
 - iii. Subletting is allowed only by arrangement through the Moorage Manager.
 - iv. The PRC reserves the right to relocate a Member to a different slip.
- b. All Members who own boats must provide the PRC Moorage Manager with a copy of their boat title and proof of current boat insurance. The Member's name must appear on the title of the boat as owner of the boat. All information mentioned on the Member application form must be provided and kept up to date.
 - i. Boat owners must maintain and provide proof of current third party liability insurance annually to the Moorage Manager. Liability insurance of \$500,000.00 and PRC's interest must be included.
 - ii. Annually, boat owners are required to confirm to the Moorage Manager that all their personal details, including the information required on the application form, are current when paying their annual dues.
 - iii. Boat owners must have and display a current Oregon Marine Board number.
 - iv. Failure to comply with rules 3,b: i, ii and iii will result in: suspension of Membership, the boat being chained, imposition of the \$250.00 fee mentioned in para 8.c, continuing liability for dues and fees until the omission is rectified or the Member vacates the slip.

- c. A boat owner wishing to end their Membership must give 30 days written notice to the Moorage Manager. Moorage fees may continue until 30 days after such notice.
 - d. Boat owners must immediately inform the Moorage Manager if they sell their boat. When sold, the boat must be immediately removed from club property, unless the new owner has already been accepted as a Member.
 - e. No liveaboard moorage is permitted.
 - f. No Member is permitted to run a business of any kind from PRC. No Member may engage in activities which would lead to a significant number of visitors to PRC without the PRC Board's agreement.
 - g. Guest moorage, if available, shall be at the discretion of the Moorage Manager.
 - h. Any damage caused to PRC property by a Member, or their boat must be repaired either by the Member or their agent within a reasonable timescale at the Member's cost. If the repair is not completed within a reasonable time or to a reasonable standard PRC may undertake the repair at the Member's cost. The time for completion and standard of work are to be determined by PRC. During such an occurrence the actions described in para 8.d , access to the slip/boat by the Moorage Manager, are agreed by the Member.
 - i. If PRC wishes to carry out work on a slip or slips, the Member must facilitate that work.
4. Members are responsible for their behavior and that of their guests. Guests include anyone using the boat when the Member is present or not. Guests include contractors.
5. The Member accepts PRC in the condition it is with all its faults, latent or patent, and waives any claim(s) arising from the condition of PRC.
- a. In addition to the Oregon life jacket laws, children under the age of 12 are required to wear a U.S. Coast Guard approved life jacket at all times while at the PRC, except when within a fully walled building or an automobile.
 - b. All dogs must be kept on a leash when being walked from the parking lot to the Members' boats. Members are required to clean up after their pets.
 - c. Members are required to make no loud noise especially before 8:00am and after 10:00pm.
 - d. Members may not dive, swim or fish within PRC boundaries.
 - e. No cooking is allowed at PRC.
 - f. No: running, rollerblading, roller-skating, skateboarding, cycling or use of any similar motorized or non-motorized device is permitted anywhere at the PRC houses or boat docks. ADA equipment is allowed.
6. Members and their guests may park their vehicles in any available uncovered parking space in the parking lot or the overflow parking lot. PRC makes no guarantee of a parking space.
- a. Storage of non-residents' trailers in the PRC parking lot is not permitted. Non-residents' trailers will be towed at the owner's expense.

- b. Members may not work on vehicles parked on PRC property. Vehicles that are inoperable, leaking or having expired plates will be towed at the owner's expense.

Fees and payment

- 7. Members are required to pay a joining fee, annual dues and slip fees at times determined by PRC. The annual fee and slip fee are payable in advance and are communicated to Members by scheduled invoices. All payments are non-refundable even if Membership ends for any reason. Non-return of fees is not regarded as penalty, but rather intended to cover the PRC's reasonable administrative costs. If additional costs are incurred by PRC they will become the responsibility of the responsible Member or former Member and remain valid after Membership has ceased.
- 8. This agreement is subject to the Oregon Self-Service Facility Lien statutes, ORS 87.685 to 87.693, and as such liens and remedies provided by law. In addition, Boat Owners grant PRC a lien on Boat Owner's property stored in the boat to secure the payment of all rents, charges and costs arising from the Boat Owners default, including attorneys' costs.
 - a. In the case of default PRC will assert the lien rights provided in this agreement.
 - b. Late fees will be applied to any payments that are more than 5 days past their due date. Returned checks are also subject to a fee.
 - c. Any Member in arrears 60 days from the billing due date will be required to remove their boat from the PRC moorage and the Member may have their Membership cancelled. A charge will be levied on the Member to cover administrative costs over and above what is due.
 - i. If the boat is not removed, using summary proceedings, if necessary, the PRC reserves the right to: attach a lien to the boat, chain up or move the boat to another slip, or remove the boat from the moorage. PRC is not responsible for any damage.
 - ii. The Member remains liable for any outstanding payments including any late fees and any fees not available to PRC because the slip is occupied.
 - iii. The Member will be responsible for any costs incurred by PRC.
 - iv. Fees are set by the Board and are subject to change.
 - d. The Member agrees that the PRC Moorage Manager or any PRC Member authorized by the Moorage Manager or the PRC Board, its agents and employees are authorized to board and take action concerning any boat in performance of their duties or to do something a Member is required to do and has not done after notice and within a reasonable timescale. Reasonable care will be taken with the Member's property, but the PRC will not be liable for anything that happens to the boat as a result of such an act and the Member will be liable for any costs incurred by PRC.
 - e. In addition to the rights of possession and sale the Member agrees the PRC shall have the right, upon default in payment of any sums due from the Member, to remove the boat from the PRC and place it in open storage for such time as the PRC, at its sole discretion deems reasonable. The Member agrees PRC will not be held liable for any damage, loss or deterioration to the boat by this action. The Member shall pay the PRC's attorney's fees for such suit.

Boats

9. Boats moored at PRC must have quiet/muffled motors. Member's boats brought onto the moorage must be pre-approved for size and noise level, or moorage at the PRC cannot be guaranteed.

a. The height, width, configuration, or location of a boat shall not damage the moorage in any way or impede the use of docks and/or waterways, except as approved by the board.

b. Size limitations of boats shall be at the discretion of the Moorage Manager and shall not exceed 28 feet for large slips and 21 feet for small slips, except as approved by the Board.

c. The Moorage Manager or any PRC Member authorized by the Moorage Manager or the PRC Board, its agents and employees shall have access to all boats whilst at the PRC to inspect and make sure it complies with Federal, State of Oregon and PRC rules, fighting fires or remedying or prevention of any casualty or potential hazard to the vessel or the PRC.

d. All boats must be kept clean and in operational condition. Boats must be able to operate under their own power at all times. Derelict vessels of any kind are not permitted.

e. If a boat sinks, the Member is responsible for dealing with its recovery, disposal or repair and any associated matters especially contamination. The Member will be liable for all and any expense including expense incurred by PRC in relation to the matter.

f. Keep all of your gear on your boat. Do not store anything on the docks. City of Portland fire regulations require walkways to be kept clear at all times.

g. Heat lamps and winter warming devices must be secured in a casing of an approved type and secured to a bulkhead.

10. Boats being operated within PRC must not make a wake. If a Member causes a wake, they will be liable for any resulting damage.

11. Except minor day-to-day servicing, no boat repair, exterior boat scraping, painting or sanding is allowed at PRC.

12. Connecting to shore power requires a MARINE-RATED 30amp cord that provides a direct connection between your boat and the 30 amp dock power outlet. Electrical cords must stay out of the water at all times and not cause a tripping hazard. Any shore power connection which appears to present a hazard of any sort will be disconnected without notice. All connections must include a GFI for safety.

a. PRC is not liable for any damages or injuries caused by a Member's electrical cords. Expenses incurred by the PRC related to Member's electrical cords will be charged to the Member.

Liabilities and responsibilities

13. PRC shall not be liable for, nor shall payments normally due be abated, as a result of any act or occurrence not within the control of the PRC, including Force Majeure.

a. PRC will not be liable for the interruption of water or electricity supplies for whatever reason. Water is not available during cold weather.

14. The PRC is not responsible for any and all Members' personal property while at the PRC and does not carry insurance for an event involving such property. Members are responsible for the

security of all their personal property. Please report any suspicious behavior to the Moorage Manager.

15. Whilst at PRC, the Member is liable for and will indemnify, defend and hold PRC, its Members, directors and harbormaster/manager harmless for any fuel spillage or other damage linked to the Member, their guests, pets, vehicle, boat or any other thing however caused which leads to damage or loss to the PRC (including legal costs) or anyone else. This requirement shall survive termination of Membership by PRC or the former Member.

a. Member's are financially liable for any damage caused by the Member's boat, coverings, or guests to Club or another Member's slip, property (boat, boat covering, or sundries).

b. Members must observe City of Portland Fire department regulations concerning moorages. No fuel cans are to be stored at PRC.

16. If any term or provision of these rules or any document referred to in these rules or their application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these rules or the other document or the other application of such time or provision to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of these rules or other document shall be valid and be enforced to the fullest extent permitted by law.

17. Communication with Members regarding these rules is to be by email or certified mail.

18. Time is of the essence in the performance of each Member's obligations in these rules and under all Articles of Incorporation, Bylaws, Federal and State of Oregon laws.

19. Failure of PRC to enforce its rules and regulations shall never constitute a waiver of them. Any disputes will initially be referred to the PRC Board.

Sundries

20. There are to be no attachments to moorage structures unless approved by the Moorage Manager. Dock bumpers and cleats for the slips are to be installed by the PRC.

a. Boat lift installation must have the prior approval of the PRC Board. The PRC manager will allocate slips where PRC permits boat lifts. Only one boat lift on any dock may be operated at a time.

21. Do not clean fish anywhere on PRC property. Avoid fish and blood drippings by packaging up your fish in a cooler or plastic bag.

22. The dumpster in the garbage area is for the use of all Members while on the moorage. Disposing of garbage of any sort brought from outside the Club is not permitted.

The Member who signs agrees to observe these rules:

Slip number: Name:

Date: