

PORTLAND ROWING CLUB

PRC Rower Rules Mk 5 (Updated April 22nd 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, with adequate notice, to anyone who is a Member of PRC and who keeps craft (see Rule 3) here.
 - a. In accordance with PRC's Articles of Incorporation item II, PRC's objectives are "...the development and enjoyment of rowing and kindred sports and to provide means for accomplishment of the same."
 - b. PRC is ideally placed to promote river activities and storage for craft used. In accordance with PRC's Articles of Incorporation item II, storage racks are available to active rowing Members. It is not PRC's intention to provide long-term inactive craft storage at PRC boathouse.

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. Rowers and Paddlers are Associate Members of PRC and referred to as Members throughout this document.
 - a. In order to ensure the maximum number of Rowers have access to the river, use of more than one rack space by the same Member requires Board permission.
 - b. The Moorage Manager will maintain a list showing when Members joined PRC. If a rack space becomes available, it will first be offered to existing Members in the order that they joined PRC ie seniority order of existing Members.
 - c. If no existing Member takes the rack space offered or there is a vacant rack space after existing Members move their craft, the empty rack space will be offered to people on the Wait List for new rowing membership.
 - d. The Moorage Manager will maintain a Wait List of people who wish to join PRC showing the date of when they expressed an interest in doing so, i.e. seniority order. If after several attempts a potential Member cannot be contacted, or they refuse a rack space, they will be removed from the Wait List for new Membership.
3. PRC Membership is required to have a human-powered craft (referred to as craft hereafter) in the Boathouse. All craft must be approved by the PRC Board and be kept in the Members' assigned rack space (s).
 - a. Lockers are available for Members' use. PRC will not accept liability for items stored in them.
 - b. The PRC Board and Moorage Manager reserve the right to move Members' craft into different rack positions as deemed necessary or expedient for any reason including but not limited to: inactive Rowers, height restrictions, Rower's requests. The PRC Board's decision is final.

PORTLAND ROWING CLUB

- c. If the PRC Moorage Manager needs to move a craft, they will assess the urgency and if possible give, typically, one week's notice to the Member to move it. If there is no response or more prompt action is required, the Moorage Manager reserves the right to move Members' craft.
4. 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 craft is or becomes jointly owned, any of the owners will take full responsibility for all matters relating to that craft, the rack space and all matters relating to other owners.
 - a. Subletting or lending of racks to non-PRC Members is not allowed. A Member who has an assigned rack space may allow another Member to put their craft in the first Member's rack space, provided:
 - i. The Moorage Manager is notified and their approval obtained.
 - ii. All rack fees are paid and kept current by the Member assigned to the rack.
 - iii. All Members who have a copy of their manufacturer's certificate of origin naming them as owner must provide PRC with a copy.
5. If PRC or a craft owner wish to end a Membership they must give 30 days written notice to the other party. Moorage fees may continue until 30 days after such notice. At or before expiration of the period of notice, the Member must remove all personal property from PRC.
 - a. Craft owners must immediately inform the Moorage Manager if they sell their craft. If the purchaser does not become a PRC Member, the craft must be immediately removed from PRC.
 - b. Purchasers are not guaranteed Membership or use of the craft's former rack space. However, if Membership is approved, they will be charged the usual joining fees and additionally, if they want to use the existing rack space, the transfer fee.
 - c. No Member is permitted to run a business of any kind from PRC. No Member may engage in activities which would lead to an increase in visitors to PRC without the PRC Board's agreement.
 - d. Any damage caused to PRC property by a Member, or their craft 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 3.b & 3.c, access to the rack space/craft by the Moorage Manager, are agreed by the Member.
6. Members and their guests are welcome at PRC. Guests include anyone using the craft when the Member is present. Members are responsible for their behavior and that of their guests.
7. 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 on PRC property, except when within a fully walled building or an automobile.
 - b. All dogs must be kept on a leash. Members are required to clean up after their pets.

PORTLAND ROWING CLUB

- 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 inside or open-air 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 on any docks or structures serving the PRC houses or boat docks. Naturally, ADA equipment is allowed.

8. 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.

Fees and payment

9. Members are required to pay a joining fee, annual dues and rack space fees at times determined by PRC. Transfer fees may also be payable, see rule 5.b. The annual fee, rack space fee and transfer 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 relating to the Membership or former Membership are incurred by PRC they will become the responsibility of the former Member and accrue or remain owing after Membership has ceased.

10. 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. For the purposes of this act PRC is the owner and craft owners are occupiers. In addition, Craft Owners grant PRC a lien on Craft Owner's property stored in the boathouse to secure the payment of all rents, charges and costs arising from the Craft 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 past due accounts. 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 craft 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 craft is not removed, using summary proceedings if necessary, the PRC reserves the right to: attach a lien to the craft, chain up or move the craft to another rack space, or remove the craft from the Moorage. PRC is not responsible for any damage.
 - ii. Additionally, PRC may suspend Membership, until all monies, dues and fees are paid. Non-payment of fees will result in termination of Membership.
 - iii. The Member will be responsible for any costs incurred by PRC.
 - iv. All fees mentioned in this document are set by the Board and are subject to change. Any fee change will be at 30 days notice.
- 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 take action related to ORS 87.685 to 87.693. After notice to the Member and within a reasonable time period.

PORTLAND ROWING CLUB

PRC will not be liable for anything that happens to the craft. 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 craft from the boathouse 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 craft by this action. The Member shall pay the PRC's attorney's fees for such suit.

Craft

11. Member's craft brought onto the moorage must be pre-approved for size.
 - a. The height, width, configuration, or location of a craft shall not damage the moorage in any way or impede the use of racks and/or other space, except as approved by the Board.
 - b. Size limitations of craft shall be at the discretion of the Moorage Manager.
 - c. The Moorage Manager or any PRC Member authorized by the Moorage Manager or the PRC Board, its agents, volunteers and employees shall have access to all craft while at the PRC to inspect and make sure the PRC complies with Federal, State of Oregon and PRC rules, fighting fires or remedying or prevention of any casualty or potential hazard to the craft or the PRC.
 - d. All craft must be kept clean and in operational condition. Derelict craft of any kind are not permitted.
 - e. If a craft sinks, the Member is responsible for its recovery and any related expense.

Liabilities and responsibilities

12. 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.
 - b. Members accept that PRC will not provide security anywhere within PRC boundaries.
13. The PRC is not responsible for any and all Members', personal injury, personal property, including property stored in boathouse lockers, 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.
 - a. Members are responsible for replacing the goose guard and securing the boathouse after rowing. By viewing the rack occupancy, the main boathouse doors should be locked after all rowing shells have returned.
 - b. Members must inform the Manager if their rack is going to be temporarily empty for a period of time and the Manager must post a sign to that effect. There will not be any reduction in payments for temporary absences.
14. The Member is liable for and will indemnify, defend and hold PRC, its Members, directors, volunteers and Moorage Manager harmless for any contaminate spillage or other damage linked to the

PORTLAND ROWING CLUB

Member, their guests, pets, motor vehicle, craft 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 the PRC or by the former Member.

- a. Members may not sand, abrade, paint or do any other thing to their craft that could produce a hazardous atmosphere or create hazardous conditions in the boathouse or elsewhere at PRC.
- b. No flammable liquids or any other inherently dangerous materials may be stored at PRC.
- c. Members using the boathouse or elsewhere at PRC must clean up after themselves.
- d. No smoking, vaping or similar activity in the boathouse or the areas within its envelope.
- e. Members must observe City of Portland Fire department regulations concerning moorages including but not limited to keeping walkways clear at all times.
- f. Members are financially liable for any damage caused or fines incurred by their or their guests actions.

15. 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.

16. Communication with Members is to be by email, mail or certified mail.

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

18. 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

19. There are to be no attachments to Moorage structures unless approved by the Moorage Manager or the PRC Board.

20. The dumpster in the garbage area is for the use of all Members while at PRC. Disposing of garbage of any sort brought from outside the PRC is not permitted.

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