



COCONUT GROVE SAILING CLUB

"Where Sailors Belong"

www.cgsc.org

2990 South Bayshore Drive

Coconut Grove, FL 33133

P. (305) 444-4571 | F. (305) 444-8959

Welcome to the Coconut Grove Sailing Club! We hope you enjoy your boat much more once it's on a CGSC mooring.

Date Completed: ____ / ____ / ____

First Name: _____ Middle: _____

Last Name: _____

DOB: ____ / ____ / ____ ☐ Female ☐ Male

Primary Address: _____ Apt #: _____

City: _____ State: _____ Zip Code: _____

Phone: (____) _____ - _____ Cell: (____) _____ - _____

E-mail Address: _____ @ _____

We'd like to know more about you, and how you heard about us.

1. What kind of boat do you have? _____

2. Where was your boat before?

☐ Just bought it

☐ Marina

Previous Marina Name: _____

☐ Mooring Field

Previous Mooring Field Name: _____

☐ Residential slip

☐ Anchorage

Anchorage Name/Location: _____

3. How did you hear about CGSC?

<input type="checkbox"/> Friend/Co-worker/Family	<input type="checkbox"/> CGSC Sailing Class
<input type="checkbox"/> Advertisement	<input type="checkbox"/> Website
<input type="checkbox"/> Seminar	<input type="checkbox"/> News Media



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DOCUMENT COMPLETION CHECKLIST

The items listed below must be turned into CGSC along with this agreement. Each item to be completed and initialed by person taking application:

- ☐ COPY OF REGISTRATION OR DOCUMENTATION SHOWING OWNERSHIP-ATTACHED
- ☐ INSURANCE DECLARATIONS -ATTACHED (\$300,000 WITH COCONUT GROVE SAILING CLUB AS ADDITIONAL INSURED)
- ☐ MOORING RATE SHEET-SIGNED
- ☐ HURRICANE NOTICE AND INFORMATION-SIGNED
- ☐ MOORING REGULATIONS-SIGNED
- ☐ CREDIT CARD AUTHORIZATION-SIGNED
- ☐ LICENSE AGREEMENT-SIGNED BY ALL OWNERS/LICENSEES

Mooring Holder

Signature _____ Date: _____/20

CGSC Representative:

Signature _____ Date: _____/20



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SAILBOAT MOORING LICENSE AGREEMENT

COCONUT GROVE SAILING CLUB (hereinafter CGSC) as head tenant and manager of certain publicly available sailboat moorings located at 2990 South Bayshore Drive, Coconut Grove, Florida 33133 and the below OWNER(S) OF RECORD (hereinafter LICENSEE) do hereby enter into this MOORING LICENSE AGREEMENT (hereinafter LICENSE) allowing LICENSEE to place the SAILBOAT described below on an assigned MOORING under the terms and conditions which follow.

<u>SAILBOAT</u>	
SAILBOAT NAME _____	HULL ID # _____
MANUFACTURER _____	MODEL _____
WEIGHT _____	LENGTH _____ DRAFT _____ BEAM _____
REGISTRATION# _____	or DOCUMENTATION# _____

<u>LICENSEE</u>	
OWNER OF RECORD:	
Print Name: _____	Signature: _____
Address: _____	
Phone: _____	Alternate Phone: _____
Email: _____	
ADDITIONAL OWNER(S):	
Print Name: _____	Signature: _____
Address: _____	
Phone: _____	Alternate Phone: _____
Print Name: _____	Signature: _____
Address: _____	
Phone: _____	Alternate Phone: _____

1. LICENSE PERIOD AND RATE. The License period shall be month to month, beginning _____, 20____ and continuing month to month unless terminated by one of the parties, the terms of the agreement or by operation of law. The calculation of the license rate for the SAILBOAT is attached hereto as the SAILBOAT MOORING RATE SHEET and is incorporated as part of this agreement.

2. LICENSEE'S REPRESENTATIONS AND WARRANTY. LICENSEE represents that all Owners of the SAILBOAT or any beneficial interest in the SAILBOAT are set forth above. LICENSEE will provide proof of ownership in the form of a certificate of registration or documentation with this application. CGSC may demand proof of ownership of the SAILBOAT at any time. LICENSEE shall notify the CGSC office in writing of any change or substitution in ownership of the SAILBOAT. In the event that this license is granted to more than one individual, each and every obligation or undertaking to be performed by LICENSEE under this License Agreement shall be the joint and several obligations of each such individual. This license shall be granted to the individual owners only and not to partnerships, corporations, or other legal entities.



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3. THE SAILBOAT. The SAILBOAT must be no more than 48 ft. overall length or 35,000 lbs. displacement, whichever is greater. SAILBOATS equal to or less than those limits, but exceeding 41 ft. overall length or 20,000 lbs. displacement will require a special written agreement with CGSC approved and executed by the Mooring Chair, the Waterfront Director and a Flag Officer. Regardless of length and displacement, SAILBOAT must be in good, seaworthy condition and at all times capable of safe maneuvering and navigation and of self-propulsion. The SAILBOAT will be assigned a particular mooring based upon the availability of a mooring suited to its dimensions. No other sailboat may use the assigned MOORING during the term of this License Agreement, except as specifically provided for herein. LICENSEE agrees to maintain the SAILBOAT, in accordance with the Mooring Regulations then in effect, in good seaworthy condition and to keep the SAILBOAT properly secured in a manner, which will not damage CGSC property or other sailboats. Licensee further agrees to reimburse CGSC and owners of other sailboats or property for damage incurred due to the LICENSEE'S failure to so maintain, move and/or secure the SAILBOAT. This clause is not intended to limit the responsibility a master has for his or her SAILBOAT under applicable law.

4. THE MOORING. LICENSEE represents that it has examined and inspected the MOORING to his/her satisfaction prior to the execution of this License Agreement and is satisfied with the physical condition and location of the MOORING. LICENSEE shall not remove, relocate, alter or modify any existing portion of the MOORING, nor attach, affix, or permit to be attached or affixed upon the MOORING, any fitting or appurtenance without the prior consent of CGSC. CGSC, its representatives and employees, shall at all times have free access to the MOORING for purposes related to the performance of its obligations hereunder, or in the exercise of their duty to manage the mooring area. In the event that the MOORING, or any portion thereof, shall be destroyed or damaged by fire, wind, water, other casualty, or Act of God beyond the control of CGSC, so as to prevent the use of the MOORING for the purposes and during the periods specified herein, then this license shall terminate and LICENSEE waives any claim against CGSC for damages by reason of such termination. CGSC shall not be obligated to repair or rebuild the MOORING, but may elect in its sole discretion to do so.

5. MOORING BRIDLE TO BE SUPPLIED BY OWNER. Owner shall provide a mooring bridle as specified by CGSC at the time this agreement is signed and/or subsequently modified by CGSC. Examples of mooring bridles will be available for inspection and vendors may be recommended at the dock office. The Dock Master shall be the ultimate authority as to whether the bridle is adequate to the purposes and moors the SAILBOAT securely. The Dock Master can require LICENSEE to change, renew, or replace the bridle at any time.

6. INSURANCE REQUIREMENT. It is understood and agreed that LICENSEE will maintain not less than Three Hundred Thousand Dollars (\$300,000.00) liability insurance coverage on the SAILBOAT during the term of this Agreement, with CGSC named in the policy as an additional insured. A copy of said policy of insurance must be provided to CGSC office prior to execution of a Mooring License Agreement. LICENSEE shall keep CGSC apprised of its insurance carrier at all times and provide that coverage shall not be modified or terminated with less than 30 days' advance notice to CGSC.

7. ACCESS TO MOORING. LICENSEE shall be allowed to use the CGSC launch service or CGSC rowboats to access the mooring and SAILBOAT under this agreement. LICENSEE shall further be entitled to a parking decal in order to park in the CGSC parking lot for the purpose of accessing the SAILBOAT.

8. SAFETY AND CLEANLINESS. All trash must be discarded in containers provided for that purpose. LICENSEE agrees and accepts full responsibility for the taking-on, removal, and disposal of any fuel or oil product or other chemical associated with the SAILBOAT in accordance with all applicable state and federal governmental regulations. LICENSEE further agrees to comply with all applicable state and federal government regulations and relevant laws, statutes and ordinances regarding the use of the head and holding tanks in order to protect the environment. LICENSEE is responsible for all such actions and will hold CGSC harmless and indemnify CGSC for any damages, expense, and or fines imposed as a result of LICENSEE having violated any of these regulations.

9. DELINQUENT ACCOUNTS; ADDITIONAL SECURITY; LIENS AGAINST SAILBOAT. LICENSEE agrees that CGSC shall have a lien against the SAILBOAT, her appurtenances and contents, for unpaid sums due or to become due for the use of dock facilities, for services rendered by CGSC, for damage caused to any docks or property of CGSC by the SAILBOAT, or other obligations incurred hereunder. LICENSEE further agrees that the MOORING provided herein is a "necessary" within the meaning of the Federal Maritime Lien Act and that CGSC, in addition to relying upon the credit of LICENSEE, shall retain a federal maritime lien and liens pursuant to Florida Statute 328 et.seq. against the SAILBOAT, her appurtenances and contents, for all unpaid mooring fees and expenses, delinquency charges, and for any damage caused to any piling, dock or other property of CGSC. LICENSEE further agrees that should the account be:

15 days or more past due - LICENSEE authorizes CGSC to lock the SAILBOAT to the mooring and to prevent its movement until the CGSC office receives payment and funds deposited clear the CGSC bank account. In the event of the issuance of a hurricane watch or warning, the vessel will be temporarily unlocked to allow the owner to safely remove the vessel to a more protected location.

30 days past due - LICENSEE authorizes CGSC to charge the following credit card for all charges then due:



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90 days or more past due. LICENSEE shall be charged the transient rate for the mooring. CGSC shall be entitled to proceed directly or through an agent with a non-judicial sale of the SAILBOAT, motor, and accessories pursuant to the provisions of Florida State Statutes 328 et. seq. Notice of Non-Judicial Sale shall be sent to the owner at the address on the LICENSEE application or at such address as CGSC shall properly receive in writing from LICENSEE at the CGSC office. CGSC may take any additional action pursuant to Florida or Federal Law to collect on this debt.

Select Card Type: ☐ Visa ☐ MasterCard ☐ Discover ☐ Amex

Cardholder Name: _____

CC Number: _____

Expiration Date: _____ CVV _____

City, State, Zip: _____

Select Account Type: ☐ Checking ☐ Savings

Routing Number: _____

Account Number: _____

PAYMENT METHOD - For your convenience, CGSC offers the Auto-Pay program. Choose from ACH debits from your checking or savings account by providing your bank's routing number and your account number below, or pay with a credit card. Please note that ACH helps keep club costs low.

There is a monthly **\$8.00** processing fee if paying with a credit card. We accept Visa, MasterCard, American Express, & Discover cards. Should you participate in Auto-Pay, you will receive your invoice on the 1st each month, and your bank account or credit card will be charged between the 15th and 20th of each month. You may also pay with a credit card online, or in person with a check, money order, or cash before the 15th of each month to avoid finance charges.

☐ **NO, I do not wish to participate in the Auto-Pay program.** Please send me a monthly invoice so that I may pay by check, money order or cash.

☐ **Yes!** Please sign me up for automatic billing using the credit card provided. By signing up for auto pay you are giving CGSC consent to charge your card monthly for the complete balance due. Auto pay is not for individual/split transactions. You will receive a copy of your statement before you card is charged. This will give you ample time to contact us should you have a dispute.

10. NOTICE OF DEPARTURE. The LICENSEE will notify CGSC prior to any departure of the SAILBOAT for a period that will exceed 3 days. During such absences of the SAILBOAT, the use of the space will revert to CGSC and may be used at the discretion of CGSC for any purpose at the discretion of the Dock Master without reduction or prorating of fees due under this agreement. Such notification may be written or oral, to the Dockhand or the CGSC Manager.

11. COMMERCIAL USE AND LIVE-A-BOARDS PROHIBITED. The LICENSEE shall not use the mooring or CGSC premises for Commercial Purposes which shall include, but not be limited to: chartering, carrying passengers for hire, sales, demonstrations, repairs, outfitting or alterations of SAILBOATS for gain or profit. There shall be no loading or unloading, of commercial passengers at the mooring or on CGSC premises. This Agreement does not extend live-aboard privileges to the LICENSEE.



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12. CGSC LIABILITY LIMITATIONS. CGSC or its officers, agents or employees, shall not be liable in any manner for the care, protection, or prevention of any damage to the SAILBOAT, however caused. LICENSEE agrees to exercise prudent seamanship at all times in connection with his or her use of the SAILBOAT in the mooring area. LICENSEE shall use the SAILBOAT and the MOORING at its sole risk and in a manner so as not to endanger any person or property, and CGSC shall not be liable for the care, protection or security of the SAILBOAT, her appurtenances, tackle, gear or contents, or for any loss or damage of any kind or nature due to fire, theft, vandalism, collision, equipment failure, windstorm, hurricane, rains, or other casualty. LICENSEE further agrees to protect, indemnify, hold harmless and defend CGSC from any and all liability, claims or expense, by reason of LICENSEE causing directly or indirectly any damage to property, or injury or death to any person done or occurring on or about the MOORING, mooring field, or CGSC premises used by LICENSEE including any liability incurred during the operation of the SAILBOAT. CGSC makes no warranty or guarantee of any kind as to the condition of the piers, walks, gangways, ramps or mooring gear, lifts, winches, or any of the machinery provided by CGSC, nor shall CGSC be responsible for injuries to LICENSEE'S person or property occurring upon CGSC property for any reason. LICENSEE agrees that CGSC shall not be a bailor of the SAILBOAT and that this agreement does not create a bailment of any kind.

13. CGSC'S RIGHT TO MOVE SAILBOAT. CGSC may at any time in its absolute discretion, and without advance notice, request the LICENSEE to move the SAILBOAT from its assigned MOORING to another MOORING within the CGSC mooring area and, if the LICENSEE fails to comply, CGSC shall have the right to move the SAILBOAT itself.

14. MOORING REGULATIONS and TROPICAL STORM AND HURRICANE POLICY. The use of moorings by licensees is governed by the attached "MOORING REGULATIONS". CGSC mooring regulations also require reduction of windage prior to a tropical storm warning and evacuation of the vessel prior to a hurricane warning, as stated in the attached "TROPICAL STORM AND HURRICANE POLICY". LICENSEE, by signing below affirms he/she has read and accepted the MOORING REGULATIONS and TROPICAL STORM AND HURRICANE POLICY which are incorporated into and made a part of this license agreement and agrees to stay informed of and be bound by these regulations as they may be changed or modified from time to time and posted on the CGSC Bulletin Board by the CGSC office.

15. TERMINATION OF AGREEMENT. It is agreed between the parties hereto that this Agreement may be terminated prior to its expiration date upon 15 days' notice to the other party for, but not limited to, any of the following reasons:

- A. Breach of any of the covenants or provisions of this Agreement and/or mooring regulations including, but not limited to, the posted Mooring Regulations and the Tropical Storm and Hurricane Policy, then in effect. **FAILURE TO EVACUATE YOUR BOAT PRIOR TO A HURRICANE WARNING WILL RESULT IN TERMINATION OF THIS AGREEMENT.**
- B. Termination by CGSC for cause upon giving thirty (30) days written notice to LICENSEE.
- C. 15 days' written notice of termination by LICENSEE accompanied by tender of unpaid charges, if any.
- D. The MOORING becoming unserviceable for any reason whatsoever.
- E. Sale of the SAILBOAT, unless LICENSEE elects in writing, pursuant to the Mooring Regulations then in effect, to retain the mooring for a period thereafter, not to exceed three (3) months during which time LICENSEE may place another owned SAILBOAT (of the same size or smaller) on the mooring provided a new license and accompanying documents are executed.
- F. Sale or transfer of any interest in the SAILBOAT to any person or entity.

Should the LICENSEE fail to vacate the MOORING after appropriate notice, CGSC may utilize any and all remedies provided by law including Florida Statutes and the General Maritime Law to remove the sailboat from the mooring area.

16. COMPLIANCE WITH LAW. The LICENSEE agrees to comply with all federal laws and regulations, Coast Guard regulations, state statutes, Florida Administrative Codes, city and county ordinances regarding the ownership and operation of the SAILBOAT and its mooring. LICENSEE agrees to hold harmless and indemnify CGSC from any claim, harm, or expense that results for not having done so.

17. RESERVATION OF RIGHTS. CGSC reserves the right either to cancel or refuse to renew this Agreement if, in the sole judgment of CGSC, the continuation of this Agreement would be a violation of this agreement, the mooring regulations or inconsistent with the public purpose of the mooring field.

18. NON-ASSIGNABILITY. This agreement is not assignable. Licensee may not authorize the use of the mooring by others by sub-renting, gratuitous permission, charter of LICENSEE'S sailboat or otherwise. New owners desiring to remain in the mooring area must complete a new application and take a place on the waiting list, if any.

19. WAIVER AND SEVERABILITY. Any waiver by CGSC of any breach of covenants or conditions contained herein to be kept and performed by LICENSEE, shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the CGSC from proceeding under the provisions of this License Agreement as a result of a subsequent breach. The unenforceability, invalidity, or illegality of any provision of this License Agreement shall not render the other provisions unenforceable, invalid, or illegal.

20. NOTICE. Written notice mailed or delivered to the LICENSEE'S street address as shown on the CGSC records shall



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constitute notice to the LICENSEE. LICENSEE is responsible to provide the CGSC office with a current street address at all times while this LICENSE is in effect. Written notice mailed or delivered to CGSC, 2990 S. Bayshore Dr., Miami 33133, Attention: Manager/Office shall, upon receipt, constitute sufficient notice to CGSC concerning terms of this Agreement.

21. ATTORNEY'S FEES AND COSTS. In the event of any litigation with respect to the rights or obligations created by this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

SIGNED THIS _____ DAY OF _____ 20____ At Coconut Grove, Florida.

Owner/Licensee _____ CGSC Executive Officer _____

Additional Owner/ Licensee _____ Additional Owner/Licensee _____

MOORING RATE AND ASSIGNMENT SHEET

SAILBOAT NAME _____

SAILBOAT MAKE & MODEL _____

LENGTH OVERALL (LOA) _____

Initial Mooring Assignment _____

MONTHLY RATE:

A. \$75 Facilities Operations & Maintenance Fee

B. \$9.50 per foot as measured by Dock Master, payable in advance of month

All fees subject to change. Additional fees apply for towing, overnight docking, mooring damage or recovery, holding tank pump-out and extended dockage. License Rates are subject to Florida Sales Tax in addition to the Monthly License Rate.

Monthly Fee Worksheet:

\$9.50 X _____ (LOA) + \$75.00 = _____ / MONTH + 7% (tax)

TOTAL MONTHLY FEES _____

TOTAL FEES (due now) _____

ACCEPTED AND AGREED:

LICENSEE (sign) _____ DATE _____

NAME (print) _____

ADD'L /LICENSEE _____ DATE _____

NAME (print) _____

ADD'L LICENSEE _____ DATE _____

NAME (print) _____



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TROPICAL STORM AND HURRICANE POLICY

CGSC moorings are not designed to withstand hurricane force winds and the waves they generate, storm tidal surges, and other such severe weather conditions. In hurricane conditions, the moorings are inadequate to hold your vessel, and vessels left on the moorings present a danger to each other and to property on land. Additionally, the bottom in the mooring area presents poor holding for anchors such that anchoring is not a safe alternative to mooring in this location. Prudent seamanship dictates that leaving your vessel on a CGSC mooring in the face of a hurricane is not a reasonable precaution, and that a vessel left on a CGSC mooring after a hurricane watch has been issued is not properly moored. Consequently, your responsibility as a boat owner, and to your fellow boat owners, requires that appropriate precautions be taken as a tropical storm and/or hurricane approaches. Therefore, the CGSC imposes the following policies on mooring:

When a **Tropical Storm Warning** is issued (NOAA issues this 36 hours in advance of an expected tropical storm):

- CGSC Policy: By this time, it is mandatory that you have **reduced windage**.

When a **Hurricane Watch** is issued (NOAA issues this 48 hours in advance of a possible hurricane):

- CGSC Policy: By this time, it is mandatory that you have **reduced windage and are ready to evacuate the mooring field before a Hurricane Warning is issued**.

When a **Hurricane Warning** is issued (NOAA issues this 36 hours in advance of an expected hurricane):

- CGSC Policy: By this time, it is mandatory that you have **evacuated the mooring field**.

RECOMMENDATIONS

In order to comply with the above policy, you must take action *prior to* issuance of NOAA warnings and watches. Therefore, CGSC recommends the following actions:

- When a tropical storm is 72 hours away in the cone of uncertainty, reduce windage and consider evacuating the mooring field.
- When a hurricane is 72 hours away in the cone of uncertainty, reduce windage and evacuate the mooring field.

NOTICE TO SAILBOAT OWNER

Coconut Grove Sailing Club hereby informs you that in the event you fail to remove your vessel from the mooring area according to the policy above, under Florida law, Coconut Grove Sailing Club employees or agents are authorized to remove your vessel, if reasonable, from its mooring, and take any and all other reasonable actions deemed appropriate by Coconut Grove Sailing Club employees or agents to protect Coconut Grove Sailing Club property, private property and the environment. You are further notified that you will be charged a fee for any such action. Florida Statute 327.59(3)

ACKNOWLEDGEMENT OF SAILBOAT OWNER/LICENSEE

I acknowledge that I have read the above information and agree that it is my duty as a responsible owner of a vessel in the mooring field to take all reasonable precautions to protect the lives and property of others from injury or damage that may be caused by my vessel in the face of a tropical storm or hurricane. I agree that in the event that a tropical storm or hurricane, watch or warning, is issued for the area, I will comply with the policy above. In the event that I do not comply, the CGSC shall have the right, but not the obligation, to reduce windage or move my vessel. Under no circumstances are CGSC, its agents, or employees liable for any damage to my vessel as a result of such actions, or any damage caused by a tropical storm or hurricane.

Owner/Licensee Signature



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MOORINGS REGULATIONS AMENDED

MOORINGS REGULATIONS

Page: 1 of 5

Affects: All Mooring Renters

Date Effective: June 3, 2022

PURPOSE:

To provide a procedure for protecting the interests of the Coconut Grove Sailing Club, herein referred to as CGSC, and its members regarding moorings operations including the main docks, rowboats, dinghy racks, but not pram, sunfish or laser racks.

GENERAL:

1. The placement of any boat is at the discretion of the Dock Master and subject to decisions made by CGSC officers and Board of Directors.
2. CGSC will provide 24-hour launch and security service to mooring renters.
3. The moorings will be lighted at night with shore-side floodlights.
4. If a boat is in danger of causing damage to other boats, CGSC property or the integrity of the moorings area, the Dock Master may take whatever action deemed safe and prudent to insure the safety of life, limb, or property. The mooring tenant will be responsible for whatever charges arise from such action as determined by the Moorings Chairperson.
5. CGSC is not responsible for any loss, by any cause, of any property in the mooring area.
6. CGSC will maintain CGSC rowboats in a safe, usable and well-equipped condition. Boat owners are encouraged to use the rowboats to get to their boats if they are not going sailing, i.e., for maintenance, to check the bilge or just look around. The oars are stored in the oar rack for safety, and to prevent loss and thievery. When rowboats are attached to moored boats, please remove the oars from the oarlocks, place the oars inside the rowboat and lower the oarlocks for the duration of your stay on your boat. Upon returning to the clubhouse, please secure the rowboat well, remove the oars, lower the oarlocks, and return the oars to the oar rack.
7. CGSC personnel or equipment will not service boats or transport renters outside the CGSC mooring area, as designated by the Lease with the city.
8. The launch may be used as a tow vessel to and from the moorings/main dock if a boat is unable to move on her own. There will be a charge of \$20.00 each way to the owner of the vessel on his or her monthly statement. The employee towing the vessel will be responsible for notifying the CGSC office of the charge.
9. Boats should not be left at the dock unattended without permission of the dock staff at any time. During busy times, the docks may be used only for loading, unloading and/or waste pump-out. Tie up time is limited to 30 minutes. This includes the club cruising boats.
10. Boats may not be left tied to the dock overnight without prior approval. Approval will be granted if extenuating circumstances exist, however, permission must first be obtained from either Vice Commodore, Moorings Chairman, General Manager, Marina Manager or Dock Master. Owners of any boat left at the dock will be charged \$25.00 per night.



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11. No one will be permitted aboard a boat unless accompanied by the owner or his/her family, except when written permission is presented to the Dock Master prior to and for each use of the boat by a guest. Repair personnel who are not members of CGSC must check-in with the Dock Master before any boats are boarded. Repair personnel must obtain prior approval from the Dock Master for any boat brought to the dock to ensure space availability and to obtain approval for the towing charge for the owner.
12. CGSC is not responsible for owners' keys that are kept in the dock office.
13. There will be no CGSC tools available for owners' use, save generator and battery charger. Member-donated tools may be available upon request.
14. Owners working on or having work done on their boats at CGSC will be responsible for clean-up, rowboats included.
15. Electricity, water and waste pump-out will be provided on the main dock only. Adherence to any posted rules is required.
16. Owners who use their own dinghies must keep them in the dinghy racks. The south side of the pram dock is for temporary use only by owners and guests. Boat owners may only leave a dinghy at the dock while the owner is on CGSC property. Bona fide tradesmen who have provided proof of insurance and are serving CGSC mooring renters will be accommodated at the dinghy dock.
17. Only CGSC mooring renters are allowed to bring fuel onto the docks and in containers no larger than 6 gallons in size. The dock is not to be used for major fueling and no fuel carts will be allowed on the dock.
18. Tradesmen or vendors shall not work on any owners' boats at the docks during Saturday, Sunday, a Holiday or Special Events.

RENTAL OF MOORINGS:

1. Boat owners wishing to store a boat on the moorings or dinghy rack must first complete an application form available in the office. When the completed form is signed and returned the owner's name will be posted on the Waiting List, if any, on the second floor bulletin board outside the CGSC office, or otherwise notified that space is available.
2. The Moorings Chairperson will maintain and keep posted a waiting list for the moorings and the dinghy racks.
3. Owners will be assigned a mooring as their name comes to the top of the Waiting List and space appropriate for the owner's boat becomes available. With joint ownerships, the owner on the Waiting List will be considered the owner of record. That owner and all co-owners must sign the Mooring License or Storage Agreement.
4. A mooring is non-transferable.
5. A new mooring licensee without a boat will be billed for the mooring.
6. A licensee of a mooring may rent either singly or jointly only one mooring at a time.
7. A licensee of a mooring has no right to authorize use of their mooring by another party and may forfeit their license should they do so, at the sole discretion of the CGSC.



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8. If an owner wishes to terminate his or her License or Boat Storage Agreement for any reason, including sale or removal from the premises, notification must be given to the CGSC office in writing. Monthly License or Boat Storage fees will stop on the date of removal if notice is received prior to removal. If notice is received after removal, monthly charges will be effective to the date notice is received. Boat Storage is charged by the month and any portion of a month is considered a full month.
9. A boat owner who removes his or her boat from the moorings for whatever reason but does not terminate his License or Boat Storage Agreement will continue to be billed based on the length of the boat.
10. Boats on the moorings having outboard motors tilted up must have a plastic bucket or other suitable protection on the lower units to prevent damage to other boats. A \$50.00 replacement fee will be charged to the owners of boats without such protection.
11. The owner responsible for the boat must maintain emergency contact information including telephone numbers and e-mail addresses in the CGSC office.
12. Should an owner replace his or her boat with another, a new License or Boat Storage Agreement must be signed and new documentation must be provided prior to placing the new boat on the mooring.
13. A copy of all regulations will be made available to each licensee of a mooring before signing a License or Boat Storage Agreement with CGSC. This includes guests and temporary moorings.

TEMPORARY MOORINGS:

14. Moorings will be "double rented" by CGSC as a Temporary Mooring if the original tenant is not using the mooring. Boat owners on the Waiting List will be given first consideration. Acceptance of a temporary mooring shall not affect an owner's position on the Waiting List.
15. Owners who have taken a Temporary Mooring have no rights, seniority or otherwise, and must vacate the mooring within 48 hours upon notice from the Mooring Chairperson or Vice Commodore.

GUEST MOORING:

16. CGSC shall rent vacant moorings to guests. The daily charge of \$1.50 per ft. will be paid in advance to the CGSC office with an explanatory note attached if it is outside of normal hours.
17. The Dock Master will maintain a continuing list of guest mooring users, which will be kept in the dock office.

HURRICANE PREPAREDNESS REGULATIONS:

18. All owners must maintain a 'hurricane preparedness plan' that covers all steps that the owner will take to protect his boat during a hurricane. This plan must include names, telephone numbers and e-mail addresses of all surrogates who have agreed to move the boat for the owner. The plan must be in compliance with the COCONUT GROVE SAILING CLUB TROPICAL STORM AND HURRICANE POLICY, which is attached to the mooring license agreement. Upon request, CGSC's Moorings Committee will review your evacuation plan and may offer recommendations regarding anchorages, adequacy of ground tackle, etc. Please be advised, however, that you are ultimately responsible for the boat, for the adequacy of the plan, its execution, and for the adequacy of all equipment (including ground tackle) that will be used when executing the plan.



COCONUT GROVE SAILING CLUB

"Where Sailors Belong"

www.cgsc.org

2990 South Bayshore Drive

Coconut Grove, FL 33133

P. (305) 444-4571 | F. (305) 444-8959

19. Because of conflicts over availability of personnel during a hurricane, owners may not use a CGSC employee as a surrogate. Having a designated surrogate does not relieve the owner of their financial or legal responsibility to move their boat.
20. If a boat owner who has a boat in the moorings is unavailable, especially during hurricane season, they will inform their surrogate and the Dock Master. The owner who is unavailable will provide the Dock Master with all necessary contact information including where the owner can be reached and the name, telephone numbers and e-mail addresses of the designated surrogate. It is suggested that if you are unavailable for an extended period, you should prepare your boat for evacuation by removing sails, Biminis and loose objects to reduce the boat's windage.
21. CGSC will periodically provide "Hurricane Preparedness" classes. New mooring renters should attend the first class offered, but all boat owners are strongly encouraged to attend the classes to obtain updated information on safe harbors, etc.
22. CGSC will take reasonable steps to monitor the weather. CGSC may, but is under no obligation to advise boat owners whenever there is a hurricane threat, and further to advise owners when owners should prepare to and/or execute their evacuation plans. Any attempt by CGSC to provide such notification to boat owners may be limited by the accuracy of contact information, and may be further limited by the availability of personnel and the availability of communications systems. Please be advised that you are ultimately responsible for monitoring the weather and for taking appropriate steps to evacuate from the moorings and secure your boat sufficiently in advance of a hurricane. Any notifications provided by CGSC are for informational purposes only and are not intended to be relied upon in place of your own personal judgment. CGSC expressly disclaims any responsibility or obligation to monitor the weather for you, to notify you if there is a hurricane or to notify you sufficiently in advance of any such hurricane so as to permit adequate time for you to evacuate from the moorings and properly secure your boat. CGSC expressly disclaims any liability for any weather-related notifications that it does or does not give you.
23. Resources and conditions permitting, CGSC dock staff may, but are under no obligation to provide launch services at Marine Stadium, Coral Gables Waterway and other anchorages within Biscayne Bay. This service will be to the nearest point of land accessible by road.
24. Launch services to boats on the moorings or to the above anchorages will be suspended when in the judgment of the onsite Dock Master, the Manager, CGSC Officers or Mooring Chairman that weather or sea conditions pose a safety threat. CGSC rowboats will be removed from the water when weather or sea conditions pose a safety threat.
25. In its sole and absolute discretion, CGSC may take action pursuant to Articles IX and XVII of the By-Laws against any boat owner who fails to comply with this policy. If an owner leaves their boat in the CGSC mooring field during a Club moorings evacuation, their mooring privileges will be revoked and they will be required to remove their boat from the mooring field immediately after the evacuation and will be required to wait one year before they are allowed to reapply for mooring privileges.
26. Failure of the Lessee to remove their vessel before a Hurricane Warning is issued shall result in the penalties noted in the Moorings License document signed by the Lessee.
27. Any recommendations made by CGSC's Moorings Committee are for informational purposes only. CGSC expressly disclaims any responsibility or obligation to ensure the adequacy of your plan and/or equipment, and expressly disclaims any liability based upon recommendations made in response to your request.



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I acknowledge that I have read the above regulations and that it is my duty as a responsible boat owner to take all reasonable precautions to protect the lives and property of others from injury or damage that is or may be caused by my boat in the face of a tropical storm or hurricane. I acknowledge that among my duties is the obligation to properly moor my boat. I acknowledge that the CGSC moorings are not designed or constructed to withstand the forces created by a hurricane, and therefore, that any boat left on a CGSC mooring in the face of a hurricane is not properly moored. I acknowledge and agree that I will be personally liable for any injury or damage caused by my boat if it is not properly moored both to club property and the property of third parties. I acknowledge that I will be subject to further sanctions pursuant to Articles IX and XVII of the CGSC By-Laws, including but not limited to monetary fines, suspension of membership privileges, and/or termination of mooring privileges if I do not comply with the policy set forth above and in the CGSC Tropical Storm and Hurricane Policy. I further acknowledge that if I leave my boat in the CGSC Moorings Field during a Club mooring evacuation or hurricane, my mooring privileges will be revoked and I will be required to remove my boat from the mooring field immediately after the event. I will be required to wait one year before I am allowed to reapply for mooring privileges. I understand that there will be no exceptions to this rule.

Name of Owner(s): _____

Name of Boat: _____ Boat Type: _____

Signature _____ DATE _____

Signature (2nd owner) _____ DATE _____