



Rules & Regulations

2022

- Members must be ASA certified before they are eligible to charter at club rates.
- Members are responsible for staying current with on-the-water time and skills at their certified level, within 1 year in order to charter a boat. Harbor Sailboats (HS) reserves the right to deem a member unqualified to charter and may require a qualification sail at the member's expense.
- All charters must be paid in full prior to departure. Club members will not be permitted to sail with an outstanding balance or if a matter is under dispute.
- The cancellation or change policy on a boat reservation is 72 hours for each day the boat is reserved. Insufficient cancellation notice will result in a 100% cancellation charter fee. Members may not cancel a boat due to cloudy skies or rain. Harbor Sailboats will cancel charters accordingly in the event of unsafe conditions, i.e., small craft advisory.
- Charters of boats 28' and above run from 9am until 8am the following morning. Removal of personal gear and all necessary cleaning should be complete by 8am. This includes trash removal, general cleaning inside and out and a freshwater rinse. Dock gate keys and ship's reports noting status of holding tanks and any problems should be turned into the office by 8am. Drop slots are located on the front and rear office doors after hours. Failure to adhere to these policies and procedures will result in additional fees.
- Mooring at any other dock besides Harbor Sailboats requires written permission from HS, the Peohe's restaurant dock is strictly prohibited to all HS boats.
- Members must arrive before 3pm for a complete check out on charter boats. Members are responsible for completing the ships report and determining the seaworthiness of the vessel and ensuring all appropriate safety gear is in working order.
- In the event of an equipment failure during a charter, HS will make every attempt to either fix equipment or assign a boat of equal size within two (2) hours. If available and qualified, members may upgrade to a larger boat but will incur the difference in cost.
- Multiple day charters must re-fuel; failure to fuel boat will result in current per gallon cost and service fee. 2 hours of fuel is provided for daily charters, charterers may refill additional fuel overage or can pay \$10 per hour over the 2 hours included.
- The "Family Add-On" option for members living within the same household must be purchased at the start of the primary member's contract and cannot be added later.
- Members may not split sailing minimums. The skipper of record is the only party able to satisfy his/her minimum. Splitting payments for the charter of a boat is not allowed.
- All members planning to sail north of Mission Bay are required to pass the ASA 105 Coastal Navigation Standard. Sailing south of the U.S. Mexican Borden is forbidden.
- Members are responsible for knowing the navigational dangers of San Diego bay and the area they intend to sail. HS insurance or damage waiver does not cover negligence or grounding; always check tide tables, weather and charts before departure.
- Member is required to provide his/her crew with a safety briefing and to show the location of all safety gear prior to departure. Member is to make sure all crew understand the dangers of boating and accept the risk.
- In the event of an accident or grounding, an Accident Report must be filled out immediately at the HS office. If another vessel is involved, please ascertain as much information on the other vessel. HS is to be notified immediately of any incidents or damage caused to boats. Emergency services should be called first in the event of a life threatening emergency.
- HS insurance does not permit members to single-hand any vessel and does not cover racing.
- No Hard Liquor on board, intoxication will not be tolerated by captain or crew; you will be removed from the boat without refund. Hard plastic or metal coolers are not permitted onboard. Red wine, glass or smoking are not permitted onboard. No black-soled shoes, boots or high heels are permitted onboard.
- No pets are permitted onboard. Fishing is not permitted. Scuba Diving and Surfing are not permitted; dive tanks, surfboards or other related equipment are not permitted onboard.
- Members have a one-year obligation to the sailing club; local memberships will continue a month-to-month basis after one year. Annual membership will have the option to renew after completing one-year obligation on contract anniversary date.

- 30 days written notice is required to cancel a club membership after the one-year obligation has been satisfied. 30 days written membership cancellation notice will be sent by HS to any member delinquent on monthly dues or late on renewing annual dues.
- HS does not send bills or statements; club members are responsible for keeping their accounts current.
- Skipper may not leave the boat unattended while guests are onboard. Guests sleeping aboard are only permitted if the member is aboard.
- Member may not leave the Capri 22 dock without being checked out with the dock master and may not return unless dock master is on the dock and ready for your arrival.
- HS will not conduct towing operations due to the lack of wind. Members are responsible for checking wind and tide forecast should plan accordingly.
- Members chartering boats that are moored on the windward side of the dock must get assistance from HS staff when leaving the slip in order to help rotate the bow through the wind.
- Extras fees will be charged for dirty boats, fuel overage, pump outs, broken or damaged items, late returns, or insufficient paperwork.
- Skippers may not organize crew through outside social media platforms. For example, but not limited to, MeetUp.com or the GoSailing App. Subleasing of HS boats is prohibited. Member may not accept consideration as a condition of passenger carriage.
- Members must return gate keys at the end of each charter or a replacement fee will be charged.
- Parking in the marina is only allowed when chartering a boat or using the facilities and is limited to one car per charter during certain holidays. Parking is on a first come first served basis and subject to availability.
- The skipper of record shall be the person at the helm when leaving and returning to the dock. Guests and crew may helm the boat once HS members determines it is safe to do so. Skipper of record will always be responsible, both legally and financially, for the safety of the crew and the boat.
- Classes and other member activities are not confirmed without a completed confirmation form and payment being received by HS.
- "Rafting" of an HS boat to any other boat is not permitted.
- Members are responsible for securing their own anchorage permits and shall plan accordingly.
- Rates, terms, rules, regulation, etc., can be changed by HS at any time, without notice.