

GYC RULES PERTAINING TO MEMBERSHIP AND THE PROCESS FOR SUSPENSION OF CLUB BENEFITS OR SUSPENSION OR TERMINATION OF MEMBERSHIP

Adopted by the Board of Directors and published on the 8th Day of June, 2023

Good Standing

To be entitled to continue Membership in the Club, Members must remain as a Member in Good Standing at all times. Failure to remain as a Member in Good Standing may subject the Member to a full or partial loss of Club benefits, up to and including possible suspension or termination of his or her Membership.

A status of Good Standing includes, but is not limited to:

A. Dues, Fees, Taxes -

Payment: Members must timely pay all annual Membership dues and applicable fees and taxes, as determined by the Board of Directors (Board) and set forth in the current *GYC Fee Sheet* or in applicable Board notifications.

Delinquency: Monies not paid within thirty (30) days shall be deemed delinquent.

Notification and Consequences of Delinquency: The Treasurer shall notify the Board of all Members who are delinquent in the payment of any monies due. In the event that any Member becomes sixty (60) days delinquent, the Board may vote, by a vote two-thirds (2/3) of the votes being cast, to suspend or terminate the Membership status, and to have the Member's boat and other property removed from the Club grounds at the Member's expense.

B. Conduct:

Members shall conduct themselves in such a manner as to promote the philosophy, purposes and spirit of the Club so as to promote the sport of sailing, foster a spirit of good fellowship among its Members and contribute to an atmosphere of pleasure, recreation and good will. Members should never engage in undesirable or offensive conduct that is contrary to the purpose, philosophy and harmony of the Club.

Guests: In certain situations, Members may be permitted to invite guests onto Club grounds. A Member shall be held responsible for any and all activity and conduct of all guests invited by that Member. Guests are not permitted to bring their boats or

trailers onto Club property under any circumstances unless proof of liability insurance has been provided to the club. There is a ten dollar fee (\$10.00) for the use of the ramp by non-members. The Rear Commodore must to be made aware that a guest's boat is on the Club premises and be provided a copy of the proof of Insurance. Alternatively, if the Rear Commodore is not available, the guest shall provide a copy of their proof of insurance to the Fleet Captain if participating in a Club race.

Pets: If pets are permitted on Club grounds, the pet owners (whether they be Members or guests of Members) shall keep all pets in a kennel or on a leash not exceeding six (6) feet in length. The pet owner must maintain control of the pet's behavior at all times and must be a courteous and responsible pet owner by promptly cleaning up after their pet.

In addition, if a Member invites a guest and the guest brings a pet onto Club grounds, the Member shall also be held responsible for not only the activity of the guest but also for the activity of the guest's pets.

A. Use of Club Property:

Members shall always treat all Club property with all due care and consideration. Members shall adhere to all Club Bylaws, Ground Rules, and all Club Policies and Procedures regarding the use of Club property.

Process for Suspension of Club Benefits or Suspension or Termination of Membership

Failure of a Member to remain as a Member in Good Standing shall be grounds for the Board of Directors, by a two-thirds (2/3) vote of the votes being cast, to pass a recommendation that certain benefits of Club Membership be suspended or that the full Membership of the Member be terminated for cause.

A. Notice to Member:

Within 30 days of the Board's recommendation to suspend or terminate a Member's Membership, the Board Secretary shall notify the subject Member of the Board's recommendation by serving upon the Member a written Notice of Intent to Suspend or Terminate Club Membership (hereinafter *Notice of Intent*) which shall contain a brief explanation of the Board's grounds for the recommendation.

The *Notice of Intent* shall also describe the procedure for submitting a written *Notice of Appeal*, as set forth in this Rule.

Service of the *Notice of Intent* may be by personal delivery or by deposit in the regular U.S. mail.

The subject Member shall be given 30 days from the date of service of the *Notice of Intent* within which to lodge his or her written *Notice of Appeal* notifying the Board of his or her intent to appeal the Board's recommendation.

B. Member's Notice of Appeal:

In the event that the Member desires to appeal the Board's recommendation, the Member must notify the Board by serving a *Notice of Appeal* on the Club Commodore or the Vice Commodore within 30 days from the date of service of the Board's *Notice of Intent*.

Because time is of the essence in this circumstance, this 30-day time period for serving the *Notice of Appeal* on the Commodore or Vice Commodore shall not be extended absent extenuating circumstances that are outside of the control of the subject Member.

Any attempt by a Member to appeal the recommendation or final determination of the Board that is not in strict accordance with these Bylaws and other applicable Club rules, shall be deemed to be invalid and shall have no effect.

C. Member Explanation:

A Member who has properly and timely lodged a written *Notice of Appeal* with the Club Commodore or Vice Commodore shall be given the right to provide a written or verbal explanation to the Board as to why his or her Club benefits should not be reduced or Club Membership should not be suspended or terminated.

All explanations from the Member must be provided in writing to either the Club Commodore or to the Vice Commodore at least 5 days prior to the next upcoming meeting of the Board.

In addition to providing a written explanation, if any, the subject Member may also be present at the next upcoming Board Meeting and offer a verbal explanation as to why his or her Club Membership should not be suspended or terminated.

D. Hearing:

Upon the expiration of the 30-day period for filing a written *Notice of Appeal*,

provided that the Member has timely and properly lodged his or her *Notice of Appeal* and has complied fully with this Rule and all other applicable Club rules, if any, the Board, at its next upcoming Board Meeting, shall consider any relevant written and/or verbal explanations offered by the subject Member.

After reading and/or listening to the Member's explanation, at that same Board Meeting or at the next upcoming Board meeting, the Board shall discuss and consider the relevant evidence received and shall, by a two-thirds (2/3) vote of the votes cast, vote to either:

1. Affirm its prior recommendation to suspend or terminate the Membership of the subject Member; or
2. To modify its previous recommendation by imposing a lesser sanction on the Member; or
3. To reverse its original recommendation and leave the Membership and all Club benefits intact.

E. Subject Member's Failure to Comply with Rules

If any Member who has been served with a written *Notice of Intent to Suspend or Terminate Club Membership* fails to properly and timely lodge a written *Notice of Appeal* and present an explanation (written and/or verbal), the Board's previous recommendation to suspend or terminate the Membership **shall automatically become a final determination. This final determination shall be deemed a final decision and shall become effective immediately, without the need for the Board to conduct any further hearing or to take any further vote on the matter.**

F. Notice of Final Determination of the Board:

If a vote is held, the Board's decision shall become final and shall become effective immediately upon completion of the vote thereon.

Within 10 days of the Board's final decision, the Board Secretary shall notify the subject Member by serving upon the subject Member a written *Notice of Suspension or Termination*, as applicable. The Notice shall also inform the Member of the effective date of the Board's action, and where appropriate, what actions the Member must take to remove the Member's property from the Club grounds, together with a deadline (both date and time) for completion of such actions.

G. Refund of Dues and Fees if Membership is Terminated for Cause:

Any unused dues or fees paid by the subject Member shall be refunded on a pro-rata basis, dated from the end of the month in which the Membership is terminated, less any monies owed by the Member to the club.

H. Applications for Club Membership After Previous Suspension or Termination:

Any person whose Club Membership has been previously suspended or terminated for any reason shall not be eligible to reapply for Club Membership for a period of one (1) calendar year from the date of suspension or termination (ineligibility period).

In the event that after the expiration of the 1 year ineligibility period, a former Member whose Club Membership has been previously suspended or terminated desires to re-join the Club, the applicant must follow all Club Rules, Policies and Procedures applicable to all new Member applications, including signing and submitting a new, completed Membership Application, paying a new Membership Application Fee, and paying the applicable Membership Dues.

When considering whether to approve such an application, the Board shall take into consideration the fact that the applicant has been previously suspended or terminated.