



## Commodore Yacht Club, Inc.

Thank you for your interest in Commodore Yacht Club!

Commodore Yacht Club is a member owned and managed private marina in Nashville, TN. The club operates as a not-for-profit club which provides our members with the most cost-effective boating experience in the Nashville area. As part of our non-profit status, membership is required to occupy any of the club's seventy slips. Club membership is divided into two categories - Full Membership which means that the member owns a PSL or Permanent Slip License (similar to a Titans PSL) and that member can rent, occupy, or lease the slip; or as a Rental / Limited Member which does not require the purchase of the PSL but does requires membership in the club.

All slips are member owned and slips offered for sale or rent are included on the Classified Page of our newsletter which is posted on our website at [www.commodoreyachtclub.com](http://www.commodoreyachtclub.com). For slip information, please contact CYC's office.

### **Yacht Club Memberships:**

Full Membership, one-time fee: \$4,500 (\$4,916.25 with tax) and a transfer fee of \$500 payable to CYC. The transfer fee for the PSL must be paid by the buyer or seller at time of purchase. Monthly Fees for PSL Members are based upon the size of the slip. Please contact our office for a breakdown of monthly fees for 30' to 70' slips.

Benefits of Full Membership include:

- Can vote and serve on the Board
- Has use of all the club facilities
- Discounted fuel (cost plus \$0.10 per gallon)
- Included in the division of club assets upon dissolution of the club

Slip Renter/Limited Membership, one-time fee: \$2,250 (\$2,458.13 with tax.) Please contact the office for a breakdown of monthly fees for rental memberships.

Benefits of a Rental Membership include:

- Has use of all club facilities
- Discounted fuel (cost plus \$0.10 per gallon)

Please give us a call if you have questions or would like to schedule a tour of the facilities.

We look forward to hearing from you!



# Commodore Yacht Club

## APPLICATION FOR MEMBERSHIP

Type of Membership: Full  \*Limited/Slip Renter  \*\*Social

*\*Limited Members do not own slips, have no voting rights and can not serve on the board  
\*\*Social Members do not own or rent slips, have no voting rights and can not serve on the board*

Full Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address, City, State, Zip \_\_\_\_\_

Home # \_\_\_\_\_ Work # \_\_\_\_\_ Cell # \_\_\_\_\_

Spouse's Name \_\_\_\_\_

E-mail \_\_\_\_\_

Occupation \_\_\_\_\_ Employer \_\_\_\_\_

Biz Address, City, State Zip \_\_\_\_\_

### Personal References

\_\_\_\_\_ Phone # \_\_\_\_\_

\_\_\_\_\_ Phone # \_\_\_\_\_

\_\_\_\_\_ Phone # \_\_\_\_\_

Banking Reference \_\_\_\_\_ Phone # \_\_\_\_\_

Credit Reference \_\_\_\_\_ Phone # \_\_\_\_\_

Credit Reference \_\_\_\_\_ Phone # \_\_\_\_\_

My check for membership in the amount of \$ \_\_\_\_\_ is attached. I understand that the membership fee is non-refundable unless the application is not approved by the Board of Directors, and that if elected to membership I will have no saleable interest in Commodore Yacht Club. I further agree to pay monthly dues and other fees as may be approved by a vote of the membership and all other indebtedness incurred for slip rental, fuel, electricity, lift charges and all other such debts authorized by me. I agree to pay any and all expenses incurred in the collection of these charges including reasonable attorney fees and court costs. I understand that the Board of Directors will verify information on my application including obtaining reports from credit reporting agencies and I authorize such verification.

I agree to:

- a) Keep my boat in good serviceable condition
- b) Maintain the required liability insurance and submit a copy of that certificate to CYC each year for filing
- c) Operate my boat in a safe manner at all times and avoid creating a wake in the harbor
- d) Abide by all State and Federal regulations and by the terms of the Club's Bylaws, Rules & Regulations.

\_\_\_\_\_  
*Signature of Applicant* \_\_\_\_\_ *Date* \_\_\_\_\_

\_\_\_\_\_  
*Approved by* \_\_\_\_\_ *Date* \_\_\_\_\_

## Member Sewage Treatment/No Overboard Discharge Agreement

If your boat has an installed toilet by law you must have a Marine Sanitation Device. It is illegal to discharge untreated sewage on inland waters. To legally dispose of sewage boaters must either have an on-board treatment device (Type I or Type II MSD) or a holding tank (Type III MSD) to hold the waste and have it pumped out.

### Approved MSDs:

There are three different types of MSDs that can be certified by the U.S. Coast Guard to meet the requirements in 33 CFR Part 159, each having its own design, certification, and discharge criteria. For more information see 33 CFR 159.53.

1. Type I is a flow through discharge device that produces effluent having a fecal coliform bacteria count not greater than 1,000 per 100 milliliters and no visible floating solids. This type of device is typically a physical/chemical based system that relies on maceration and chlorination. Type I MSDs are issued a Certificate of Approval.
2. Type II is a flow through discharge device that produces effluent having a fecal coliform bacteria count not greater than 200 per 100 milliliters and suspended solids not greater than 150 milligrams per liter. This type of device is typically a biological or aerobic digestion based system.
3. Type III is a device that prevents the overboard discharge of treated or untreated sewage or any waste derived from sewage. This type of device is typically a holding tank and may include other types of technology including incineration, recirculation, and composting. For Type III holding tanks:
  - a) Use enzyme deodorizers for holding tanks and portable toilets.
  - b) Pump out before you winterize your boat.
  - c) Know where your closest pumpout stations are located, seasonal closures and hours of operation.
  - d) Consider using a pumpout boat service if one is offered in your area to make pumping out more convenient.

### General Tips

- When tied up to a dock, use onshore facilities. Encourage guests to take advantage of the onshore restrooms before you set out for a day trip.
- Regularly maintain your MSD and the attached plumbing and install the best hose you can afford to reduce odors.
- Obey the law – keep untreated sewage out of all coastal and inland waters.
- Find out if you are boating in a No Discharge Zone and do not discharge any sewage, treated or not, in a No Discharge Zone.

I, \_\_\_\_\_, understand that overboard discharge of untreated waste is prohibited. I have read and understand the information below and agree to abide by the rules of the club regarding treatment of sewage and overboard discharge.

List the waste treatment system currently in use on your vessel \_\_\_\_\_

\_\_\_\_\_  
*Member signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

**Commodore Yacht Club  
Waiver and Release of Liability**

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1. By signing this Waiver and Release of Liability (Agreement), I waive and release Commodore Yacht Club, its agents, servants, employees, insurers, successors and assigns from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or involvement at the facility.

This waiver and release is intended to and does release Commodore Yacht Club from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Commodore Yacht Club's negligence. This is not intended to release Commodore Yacht Club from any liability resulting from their intentional conduct.

I further covenant and agree not to institute any claims or legal action against Commodore Yacht Club for any claim released by this Agreement. I further agree that should any claim be made against Commodore Yacht Club in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Commodore Yacht Club for any such claim and expenses including attorney's fees and costs incurred by Commodore Yacht Club in defending themselves or security indemnity hereunder.

2. I understand that Commodore Yacht Club is not responsible for any lost, stolen, or damaged valuables or property.
3. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Commodore Yacht Club for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Commodore Yacht Club, will void and terminate this Agreement and may result in loss of the ability to use the facility.

I am signing this Agreement freely, voluntarily and competently and am at least eighteen (18) years of age.

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*Print Name*

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*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_