

Contract year Contract year Enter slip #
Contract period: April 1, 2019 through November 1, 2019 Slip #

Lessee Information

Enter Lessee's Name USCGA # Date of Birth e-mail Address
Enter Lessee's Address City State Zip code Home Phone # Cell Phone #

Vessel Information

Reg. or Documentation # Year Make Length Beam Power or Sail Gas or Diesel

Check or Record Documents Verified

Reg. Doc. Insurance Cert. VSC/OPFAC Inspection Enter ARSBC Wk. Hrs. Enter USCGA Wk. Hrs. Enter Wk. Card Hrs. Attach Work Card if Used

Contract pricing for this slip

Slip fee @ \$30.00 per foot
Electricity w/o AC (\$50.00)
Electricity with AC (\$100.00)
Missing work hrs. @ \$50.00 per incremental hour
First permanent slip initiation fee (\$1,000.00)
Total bill
Amount paid Check #

This lease document includes the ARSBC marina rules and regulations. It is your responsibility to read and acquaint yourself with them. It is your responsibility to make a copy of this lease agreement for your records.

ARSBC will not be responsible or liable for any injury to person(s) incidental of fatal or damage to any and all personal property from any cause that may incur within the ARSBC property.

I/we, the lessee(s), agree and understand that all persons, including your guest(s), using any and all ARSBC property do so at their own risk. I/we, the lessee(s), agree and understand that it is their responsibility to explain this to any and all of their guest(s) and that they are responsible for the action of their guest(s).

I/we, the lessee(s), agree to abide by all the rules and regulations of this contract and I/we the lessee(s) agree to abide by all rules and regulations of the ARSBC and any and all changes and amendments.

I/we, the lessee(s), fully understand that failure to abide by said rules and regulations, stated above, may result in the loss of slip privileges for the following year and other penalties as may be imposed by the ARSBC board of directors.

I/we, the lessee(s), will be responsible to pay all fees, surcharges, penalties and other charges that may arise in using the ARSBC property and entering into this lease.

Lessee(s) signature: _____ Dated: _____

Authorized Lessor's signature: _____ Date: _____

ARSBC Marina Rules & Regulations

DEFINITIONS

- a. ARSBC - Acushnet River Safe Boating Club, Inc.
- b. Auxiliary - USCGA Flotilla 65.
- c. BOD – Board of Directors and Officers.
- d. Boat Length – Length carried on the state registration or USCG documentation or the measurement of the center line from bow to stern excluding pulpit, swim platform etc.
- e. Contract – Signed document between ARSBC and lessee executed for slip rental for the period April 1 to November 1.
- f. Fees – slip fee, electric fees, first year entrance fee (\$1000.00) and surcharge for work hours as voted by the membership.
- g. Float Days – first Saturday in April and first Saturday in November unless changed by the BOD.
- h. Immediate family – Mother, father, spouse, daughter, son, sister, brother, or domestic partner.
- i. Domestic partners – Same or opposite sex couples; Must be at least 18 years old; Must share a committed, live-in relationship; Must be financially interdependent; and Not legally married to anyone else.
- j. Proof of Ownership – state registration or USCG documentation showing the member owns a 100% interest in the vessel or owns at least a 50% interest in the vessel and immediate family members own the remaining interest in the vessel.
- k. Marina/Pier Chairperson – Member appointed by the ARSBC president and approved by the BOD to assign slips, reassign slips, lease and sub-lease slips, and charge fees for transient and manage the day-to-day marina operation. Any member can appeal the Marina/Pier Chairperson's decisions to the BOD.
- l. Member - Person in good standing in the ARSBC and at least BQ, AX or AX2 qualified in USCGAux-65.
- m. Seniority - USCGA official enrollment date into Flotilla 65.
- n. Slip Day – First Sunday in December where slips are assigned or moved.
- o. VSC – Vessel Safety Check.
- p. OPFAC – Operational Facility.
- q. Vessels Restricted – Corporate or Business ownership without permission.
- r. Work Hours – Required 8 hours of work for ARSBC during the period January 1st and November 30th of the current contract year; hours must be documented on a “work card” and countersigned by a BOD, an Officer, a Chairperson (Marina/Pier, Gas, Yard, House, Project), or Dock Representative.

CONTRACT TERMS

- a. April 1 to November 1 unless altered by vote of the general membership but never to exceed December 31. Any boat not removed by December 31 will be assessed a \$10.00 per day penalty, payable upon demand.
- b. The Marina/Pier Chairperson or his designee will assign, and/or, reassign all slips. No slip is to be used by anyone not assigned to the slip without permission of the Marina/Pier Chairperson.
- c. If your assigned slip is going to be vacant for more than 5 days the lessee must notify the Marina/Pier Chairperson in advance.
- d. If you put your boat in the water after July 5, you must notify the Marina/Pier Chairperson at least 7 days prior to occupying your assigned slip. Failure to do so could result in being placed in a different slip at the discretion of the Marina/Pier Chairperson.
- e. You agree to give notice to the Marina/Pier Chairperson if you or your agent executes a bill of sale. You must inform the buyer that the boat slip is not included in the sales transaction and that the new buyer must contact the Marina/Pier Chairperson for slip arrangements. If you fail to comply the new owner will be required to remove the boat immediately.
- f. Members are not permitted to have more than one boat in the Marina at the same time. In the event a member buys a new boat, the Marina/Pier Chairperson shall be notified. If slip space is available, the second boat will be allowed to remain in the marina for a maximum period of two weeks. A penalty assessment of \$10.00 per day will apply after the two-week period.
- g. If a member dies the immediate family may occupy the member's slip for the remainder of the contract period with approval of the BOD. And, if the immediate family member is also an ARSBC member, they may keep the deceased member's slip as their permanent slip and enjoy the same privileges as the deceased did, except his/her seniority date. The recognized Flotilla 65 seniority date will be that of the immediate family member taking ownership of the vessel.
- h. A member that sells their boat and plans to purchase a new boat can renew their permanent slip without proof of ownership if approved by the BOD.
- i. Proof of Ownership must be filed with the Marina/Pier Chairperson before a vessel is put into a slip.
- j. All taxes, permits and fees must be paid. No refunds will be granted for any fees after June 1.

CONTRACT RENEWAL

- a. Only a contract for a permanent slip can be renewed for the following year. Renewals will be accepted during the period designated by the Marina/Pier Chairperson and ending on the last Saturday in November.
- b. Requirements:
 - a. You must be a Member and must have been assigned a permanent slip.
 - b. You must pay your Auxiliary dues by June 30th of each year.
 - c. Your vessel must have a VSC or OPFAC inspection and proof submitted upon slip renewal. Vessel examination must be done by July 15th of each year.

If you put your vessel in after July 15th you must have it examined within 2 weeks after it is in the water.

- d. You must submit proof of ownership unless temporarily waived by the BOD.
- e. You must have your boat insured during the contract period and you must provide proof of insurance upon slip renewal. The boat insurance must be in the name of the Member.
- f. You must submit proof of Work Hours unless you are age 67 or older and have been a member of Flotilla 65 for at least 10 years or you are collecting disability benefits under such programs as Social Security; Supplemental Security

Income; Federal, State or Municipal disability programs or a private disability program and show proof, or have been granted an exception to the work hour provision by the BOD.

Qualifying Work Hours is work performed for ARSBC, without compensation, such as: Assisting with floats in or out,

Building and Grounds upkeep, Club cleaning, Bar tending, working at entertainment parties or the pancake breakfast, Elected and appointed ARSBC officers/chairpersons, and Coast Guard Auxiliary mission hours.

The Marina/Pier chairperson will issue a work card at the time of slip contract signing. If a member is not given a work card, it is the responsibility of the member to obtain a work card from the Marina/Pier Chairperson.

Members renewing their slip must present the current year work card to document their 8 hours of work. Any member not attaining the 8 work hours will be assessed the \$50.00 per hour fee for each hour under the required 8 hours. This fee will be added to the slip contract fee and must be paid before the slip contract is renewed.

- g. You must pay all required Marina fee(s) in person by the last Saturday in November.
- c. Unless previously approved by the BOD, if a Member fails to put his vessel into his slip for two consecutive contract periods the Member will lose his slip for one year. You must wait one contract period to apply for another slip.

DOCKAGE CRITERIA

Vessels will be assigned slips in accordance with the following size requirements. The Marina/Pier Chairman can make temporary exceptions and the BOD can make permanent exceptions. No vessel in excess of 50' is allowed in the marina. DOCK A 25' AND BELOW

- a. DOCK A 25' AND BELOW
- b. DOCK B 25' TO LESS THAN 32'
- c. DOCK C 32' AND OVER
- d. DOCK d 32' AND OVER
- e. DOCK E UP TO 31'
- f. DOCK F UP TO 31'
- g. DOCK G UP TO 25'
- h. DOCK H UP TO 25'
- i. DOCK I UP TO 25'
- j. DINGY DOCK 12' AND UNDER

MOVES & ASSIGNMENT OF PERMANENT SLIP

- a. Conducted once a year on Slip Day by the Marina/Pier Chairperson.
- b. First the Marina/Pier Chairperson moves vessels to accommodate the majority of members.
- c. Next, permanent slip holders are given an opportunity to move based on their USCGA enrollment date into Flotilla 65 and slip availability.
- d. Finally, unassigned slips are awarded to members based on USCGA enrollment date into Flotilla 65 and slip availability.
- e. Members assigned a slip on a dock that is not reserved for their size vessel must secure prior approval by the BOD. The Member will be assessed the minimum footage for the dock or length of vessel whichever is greater.
- f. All persons becoming members after January 1, 1988 are subject to a \$1,000.00, one time, entrance fee, in addition to all other applicable fees, in order to be assigned a permanent slip. All fees must be paid and all required documents presented on slip day.

TEMPORARY SLIPS

- a. Any slip, which becomes open after a date determined by the BOD, will be assigned on a temporary basis only.
- b. Members will be given priority consideration on a first-come first-serve basis and will be charged the appropriate member fees.
- c. Non-members can be assigned temporary slips after a date determined by the BOD. They will be charged the appropriate non-member fees.

GENERAL RULES

- a. No smoking while refueling at the gas dock including Dock E
- b. No fueling by means of portable gasoline can(s) is permitted.
- c. Boats using Diesel fuel are exempt from General Rule b.
- d. No barbecue grills or charcoal fires are to be operated in the Marina except in areas designated by the Marina/Pier Chairperson or the BOD.
- e. All shore power cords must be three-wire, 30 amp approved marine type, unless exempted by the BOD. Water hoses must be stored on hangers.
- f. Members are responsible for the conduct of their guests.
- g. Illegal drugs and/or fireworks are not allowed on ARSBC property at any time. Violators will be brought before the BOD for severe disciplinary action.
- h. Children under 12 years of age must wear life jackets while on the main dock or floats.
- i. All animals must be kept on leash and owners are responsible for cleanup after their animals.
- j. Members and guests must comply with all posted safety and warning signs.
- k. Violations of Marina rules or safety rules may lead to eviction and loss of slip.
- l. Vessels with air conditioners as well as "Live-Aboard" vessels pay a higher electrical fee as voted by the membership.