

Brigantine Elks #2428
BOAT SLIP RULES

1. The Governing Body of the Boat Slip Rental Rules and Regulations will consist of the 5 Trustees together with 2 members in good standing appointed by the Exalted Ruler. The Exalted Ruler will select a Chairman and a Secretary at the start of the lodge year. Any items not covered in the rules and regulations or extraordinary circumstances will be reviewed by the Boat Slip Governing Body for recommendation to the Lodge, so long as they are not in direct conflict with stated rules and regulation. The Boat Slip Governing Body shall hold a minimum of two regular meetings which will be posted in the lounge and the Lodge Bulletin. Administrative meetings will be called as needed. Boat Slip Holders wishing to initiate a revision in the rules and regulations must propose the revision in writing to the Boat Slip Governing Body. The Boat Slip Governing Body will take the suggestions under advisement. If any changes occur in the rules or rental fees, the general membership will be informed of the changes via email communication and at the next membership meeting.

2. Seasonal dock rental fees:		<u>2024</u>	<u>Fall/Winter</u>
Slips 1-10	Boats up to 20'	\$1038	\$50/month
Slips 11-19, 21-29	Boats up to 25'	\$1260	\$50/month
Slips 20 & 30	Boats up to 25'	\$1327	\$50/month
Slips 31 & 32	Boats up to 30'	\$1489	\$50/month

Dock rental is April 1st through December 31st. Fall/Winter rental is from October 1st through March 31st. The Boat Slip Governing Body will annually review the cost of the boat slips, and present their recommendations to the Lodge Board of Directors. Upon approval by the Lodge Board of Directors, it will be brought to the general membership for vote at the next General meeting.

3. **Indemnification:** Boat slip renters must indemnify and hold harmless the Brigantine Elks, the Brigantine Elks Lodge #2428, the Dock Master, Boat Slip Committee, the Trustees of the Brigantine Elks Lodge #2428, any officers, agents or officials acting on behalf of the Brigantine Elks Lodge and any others that may from time to time have involvement in the maintenance or operation of the docks, from or against any claims of any nature arising from the maintenance, design, use repair and/or operation of said docks, the facilities, the use of the boat slip or boat slips or the operation of any vessel or any other vessel while in the area of said docks and boat slips.
4. **Forms, Insurance and Payment:** A deposit in the amount of \$250 is due on February 1st. Full payment is due on or before March 15th. No boat will be permitted to be put into the water prior to April 1st.

Also due on or before April 1st are the following documents:

1. A copy of the Boat Registration which must be in the name of the renting member or their spouse who is also a member,
2. A signed Indemnification Form,
3. A copy of boat owner's Liability Insurance Coverage in the amount of \$300,000 naming the BPOE Lodge #2428 as "Additional Insured",
4. Current contact information and email address.

If a boat is put into the water on or after April 1st and the owner has not submitted the required payment documents, the Lodge will have the boat removed at the owner's expense. **Lodge dues must be paid prior to putting the boat into the water.**

5. **Volunteer Hours:** The documentation of 25 required volunteer hours must be written on the forms supplied by the Boat Slip Governing Body to continue to be eligible to rent a slip. Volunteer hours forms must be submitted to the Boat Slip Governing Body by November 1st each year and will be applied to the following boating season. The form must be signed by the Committee Chair for the event or activity that volunteer hours were completed. If not signed by the Event/Activity Committee Chair, the form will be returned to the member to be signed and resubmitted. Volunteer hours shall be defined as hours performed by the member or someone in his/her immediate family. If the form is not received by December 1st, the slip holder will forfeit their slip the following year. Official Duties of Lodge Officers will not be counted as volunteer hours.
6. **Wait List:** The Boat Slip Governing Body will maintain a waiting list of members in good standing who wish to rent a slip on a seasonal basis. **Seniority of a boat slip holder does not begin until the member is an actual boat slip holder, not seniority for the time on the waiting list.** To remain on the waiting list, members must document a minimum of 15 volunteer hours on forms supplied to them by the Boat Slip Governing Body. If the form is not received by December 1st, their position on the waiting list will be forfeited.
7. **Transient Slips:** There will be no transient boat slip rentals.
8. **Safe Harbor:** Any Lodge #2428 member, who does not hold a boat slip and requests shelter in the dock area from an impending storm, may make a request to the Boat Slip Governing Body prior to using the dock facilities. Requests and grants will be on a first come, first serve basis.
9. **Boating Activities:** Activities which require the public to be on Elk's property (charter fishing, sightseeing etc) are not permitted to be initiated or terminated at the Brigantine Elks docks. **Boat slips are not for the use of personal watercraft (PWCs).**

- 10. Dock usage:** Regular season dock usage begins on April 1st and terminates on December 31st. Dock steps and dock boxes may be used and be supplied by the boat owner. Both items must be white and must conform to dock guidelines. **Crab pots, spot traps, and/or minnow traps are allowed on the docks by boat slip holders ONLY.** No items (i.e., boxes, buckets, hoses, etc.) are allowed to be stored under the ramps to the docks. Items left there will be disposed of by the Lodge. Boat Slip holders are expected to maintain a clean dock after any activities.
- 11. Co-Ownership:** Co-ownership (per the title of the boat) can only be rented by those individuals at the time of boat assignment. No additional owners can be added after boat slip assignment.
- 12. Guests:** Boat owners will be responsible for their guests while on Lodge property. Guests must remain with the Member on the Elks property as per Lodge House rules.
- 13. Subletting:** Will be allowed only under extraordinary circumstances and at the approval of the Boat Slip Governing Body. A member may only sublet their slip for one year before losing eligibility of the boat slip. There is no subletting of a boat slip the first year the boat slip holders take possession of the boat slip. The first member on the waiting list with the appropriate size vessel will have the first option to sublet the slip. If that member does not exercise that option, they do not lose their position on the waiting list and the option will be presented to the next qualified member on the list. **Slip holders may not sublet a slip on their own and may not leave their slip vacant.** The Boat Slip Governing Body may make a recommendation to the Lodge Floor to extend the sublet period based on a members' circumstance.
- 14. Fall/Winter Rental:** Winter slip rental for the months of October through March will be \$50 per month pending slip availability. Members in order of the waiting list will have first option of fall rental followed by other Lodge members in good standing.
- 15. Boat Slip Openings:** When a boat slip becomes available, all boat slip holders will be notified of size and location of the open boat slip. Any boat slip holder that wishes to move to the open boat slip **must notify the boat slip committee of the desire to have that open boat slip within 7 days of notification.** If two or more members request the open boat slip, seniority of the boat slip holder will be considered. If there is no request for the open boat slip, the members on the boat slip waiting list will be notified of the open slip availability.
- 16. Wait-list Boat Ownership:** If a member on the wait-list is notified that they're eligible for a boat slip rental, a deposit on that boat slip is due by February 1st. If the boat slip renter does not have a personal ownership of a boat by the due date of the final payment of April 1st, the member will be placed back on the wait-list.
- 17. Boat sinking:** In the event a boat is sinking, the Boat Slip Governing Body or designee will, at their discretion, board the boat and/or call the owner. Should the

issue require immediate resolution and the owner cannot be contacted, an outside contractor will be used to resolve the sinking at the owner's expense. Boat owners are responsible for the clean-up and costs of any fuel spill caused by their boat, their guests or themselves.

18. Pets: Pets must be always leashed while on lodge property. Owners must clean up after their pets.

19. Crab Pot etc: No crab pots, spot cages or minnow traps are to be used on the boat docks unless the traps display a buoy (available to renters from the Lodge) with the boat slip number of the boat slip renter responsible for the use of any of the traps.

20. Boat Toilets: The discharge of boat toilets while at dockside is absolutely prohibited.

21. Refueling: REFUELING IS NOT PERMITTED AT THE DOCKS.

22. Boat Slip holders that observe behavior/activities that are not in compliance with the Boat Slip rules should notify the Boat Slip Governing Body immediately.

23. The Boat Slip Governing Body reserves the right to add, delete or amend all above articles upon notice.

Rev.12/23 Approved _____