

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 Governing Body for recommendation to the Lodge so long as they are not in direct conflict with stated rules and regulations. The Governing Body shall hold a minimum of three regular meetings which will be posted in the lounge and the Lodge Bulletin. Administrative meetings will be called as needed. Members wishing to initiate a revision in the rules and regulations must propose the revision in writing to the Governing Body. The 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 the monthly newsletter and at the next membership meeting for a vote.

2. Seasonal dock rental fees:		<u>2021</u>
Slips 1-10	Boats up to 20'	\$960
Slips 11-19, 21 – 29	Boats up to 25'	\$1166
Slips 20 & 30	Boats up to 25'	\$1227
Slips 31 & 32	Boats up to 30'	\$1377
Slip 33	Boats under 18'	\$798

Dock rental is April 1st through December 31st. Winter Rental is from January 1st through March 31st. Annual increases after 2018 will be by recommendation of the Governing Body to the floor of the Lodge.

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 my vessel or any other vessel while in the area of said docks and boat slips.
4. **Forms and payment:** A deposit in the amount of \$250 is due on Feb. 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 owners 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 and documents, the Lodge will have the boat removed at the owners' expense. *Lodge dues must be also paid prior to putting boat in the water.*
5. **Volunteer Hours:** Hours Form documenting 25 volunteer hours on forms supplied by the Governing Body to continue to be eligible to rent a slip. Volunteer forms must be submitted to the Governing Body by November 1st each year and will be applied to the following boating season. The Hours Form must be signed by the Committee Chair. If not signed by the 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 Hours

Form is not received by November 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 Governing Body will maintain a waiting list of members in good standing wishing to rent a slip on a seasonal basis. To remain on the waiting list, members must document a minimum of 15 volunteer hours on forms supplied to them by the Governing Body. If the Hour form is not received by December 1st, their position on the wait list will be forfeited.
7. **Transient Slips:** There will be no transient boat slip rentals.
8. **Safe Harbor:** Any member who does not hold a boat slip and requests shelter in the dock area from an impending storm, may make such request to the Governing Body prior to using the dock facilities. Requests and grants will be on a first come, first serve basis.
9. **Boating activities:** such as (charter fishing, sightseeing etc.) which requires the public to be on Elk's property will not be 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.
11. **Guests:** Boat owners will be responsible for their guests while on Lodge property.
12. **Subletting:** Will be allowed only under extraordinary circumstances and at the approval of the Governing Body. A member may only sublet their slip for one year before losing eligibility. The first member on the waiting list with the appropriate size vessel will have first option on the slip to be sublet. 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 Governing Body may make a recommendation to the Lodge Floor to extend the sublet period based on a members' circumstance.
13. **Winter Rental:** Winter slip rental for the months of January, February and March will be \$50 per month. Members in order on the waiting list will have first option of fall rental followed by other Lodge members in good standing.
14. **Boat sinking:** In the event a boat is sinking, the Governing Body or designee will at his/her discretion, board the boat and/or call the owner. Should the problem 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.
15. **Pets:** Pets must be leashed at all times while on lodge property. Owners must clean up after their pets.
16. **Boat Toilets:** The discharge of boat toilets while at dockside is absolutely prohibited.
17. The Governing Body reserves the right to add, delete or amend all above articles upon notice.