## **Beaver Lake Sailing Club**

Slip Assignment Regulations October 20, 2021

## 1. Purpose:

- "Slip" is defined as a single wet or dry vessel storage space provided by Beaver Lake Sailing Club
- The slip assignment regulations have been established by Beaver Lake Sailing Club (the Club) to ensure that our limited number of slips and storage areas are assigned to Regular and Honorary Members in good standing in a fair and equitable manner according to seniority, size of sailboat, member preferences and space available.
- All slips and storage areas are the sole property of BLSC and, as such, will be contracted and managed by BLSC and its Board of Directors. Slip and storage assignments will be made by the board-appointed Waterfront Committee, and a record of all assignments will be made and posted on the club website and in the clubhouse and pavilion buildings. The Board will be kept informed on the current status of the assignments and the Slip Waiting List by the Waterfront Committee, which is chaired by an elected member of the Board and comprised of of individual members appointed by the Board.
- For the privilege of occupying a wet or dry-sail storage space, an annual rental shall be charged, such fees will be set by the Board of Directors. Members who lease wet or dry slips may store trailers in the Club designated areas provided the trailers are clearly marked with the owner's name.

# 2. Administration of Regulations:

The Waterfront Committee will maintain, administer, enforce and draft all Club regulations pertaining to slips, assignments, harbor and boat storage areas, with authorization and support of the Board.

Should any member, for whatever reason, have his/her membership suspended or revoked by action of the Board of Directors all slip and Wait List privileges (up to and including removal of the boat from Club docks and premises) likewise may be suspended or revoked.

-The Waterfront Committee will maintain a waiting list of members who request a slip. The waiting list will be organized by seniority and request date.

Any action or decision of the Waterfront Committee can be appealed to the Board of Directors which may uphold or reject the appeal by majority vote of the Board.

-Slip assignments will be limited to those members owning a seaworthy craft which shall primarily and regularly (3 weeks per month and 10 months per year, minimum) be moored in its assigned slip.

All members boats may be boarded and/or moved and secured at any time by the Waterfront Committee or members of the Board of Directors in case of emergencies, unsafe conditions, expulsion of members or violation of Club rules.

- -New rules may make existing situations noncompliant. These will be permitted for the current boat and owner. If either changes, the rules at the current time will apply and exemption will no longer be in effect.
- -The following are guidelines for slip use and are subject to interpretation and approval by the BLSC Waterfront Committee.

### 3. Application for a Slip:

# One slip per member:

One slip per member: It shall be the policy of BLSC after December 20, 2018 that members shall be entitled to only one slip assignment.. From this date forward no additional requests will be accepted for a second slip that are not qualified race boats. Current requests will be honored.

**Exemption From One Slip Policy:** The one-slip-per-member policy shall not apply to second slip assignments for boats that are certified by the Vice Commodore and approved by the BOD to be active in BLSC racing events and/or used to educate members in the art of sailing. Members whose seniority and wait list positions entitle them to a second slip will be assigned a second slip by the Waterfront Committee upon receipt of the Vice Commodore's certification.

A member who has a second slip and who sells a boat which is subject to that assignment will loose that assignment after the six month period allowed by these regulations, if not replaced by a qualifying race boat as approved by the Vice Commodore and BOD

It is further the intended purpose of these regulations and the policy of BLSC that all facilities are to be used to support sailing and not for the storage of unused and neglected boat.

All applications for slips must be submitted in writing (by e-mail), signed, dated and specifying the description of boat, size, etc. and requesting either a full, half, end-tie up, "first available" or "upgraded".

The application must be sent to the chair of the Waterfront Committee. SlipRequest@beaverlakesailclub.com

### 4. Member Requirements/Responsibilities:

A member must be in good standing to be considered for a slip or to be on the slip waiting list

- Slips are only assigned to Regular and Honorary members in good standing based on seniority and request date.
- A seniority date is assigned all Regular Members upon entry to the Club.
- Members are required to provide a minimum of \$50,000 liability insurance for each vessel....Likewise, all members with dry or wet slips are required by the Club to possess current Arkansas boat registration or USCG Documentation on their respective boats.
- A member or co-owner/partner may only be assigned one full slip,. A member may have a maximum of two slip assignments, either full, half slip, end-tie or dry sail lot. Any assignment involving co-ownership or partnership will be considered as one of the two maximum allowed slips. Only qualified racing boats will be considered for a second slip.

Members who currently do not have a slip and have requested placement on the wait list will be arranged/prioritized by member seniority date.

Members currently with a slip who want a second slip will be placed on the wait list and arranged/prioritized according to the date of their requests. Seniority date DOES NOT APPLY in this instance.

Members with a slip who wish to obtain/exchange slips (wider slip, different dock or mooring location) will be put on the waiting list according to member seniority.

Slip trades between members may be allowed, if of like kind. Any and all slip position trades must be approved by the Waterfront Committee.

Sixty-Day Requirement: A member must be on the wait list for at least 60 days prior to being assigned a slip.

The Waterfront Committee may waive the 60 days requirement if there are no other members on the waiting list for the same slip.

### 5. Boat Requirements:

Only auxiliary powered cabin type sailboats are eligible for wet slips assignments. (Exceptions are Club-owned and operated boats). Boat length shall be less than 36' design length... I.E.Catalina and Hunter 350, 356, 35.5. not 36, 360 or larger. Open cockpit boats, wet boats, I.E. Y-Flyers, Etc. will not qualify for a wet slip assignment. Existing boats over 36' are "grandfathered". Grandfathered boats may change ownership, but once they leave the club they may not return.

All boats must be maintained in a seaworthy condition.

Sailboat size, space availability and member seniority will be the determining factors for slip assignments. A boat that can be accommodated in a half-slip will not be assigned to a full slip. (Generally boats with a beam greater than 10 ft. will qualify for a full slip). As a general guide, for boats sharing slips there should be 4 ft. or more difference between the slip size and the sum of the beams of the boats.)

One boat only may occupy a Full slip. Two boats in a shared "half" slip.

# 6. Once a Slip Has Been Assigned:

Slip assignments.

Slip assignments are for a specific member and a specific boat. Any variation of either will require pre-approval from the Waterfront Committee.

No transfers or assumptions of slip assignments are allowed.

Any use of a slip other than the assignment, will require pre-approval from the Waterfront Committee.

A slip can only be sublet by a member in good standing. The member assigned the slip (sublessor) is required to pay both dues and slip fees in advance for the period of time the slip will be sublet. The Sublessee shall also be a member in good standing.

Upon being assigned a slip, the member has one initial six-month time frame in which to place his/her qualifying boat in the assigned slip. The member may sublet his/her slip to the next eligible person on the current waiting list during that time. The member also has the option to pay his/her slip fee but allow another member to use that slip at no charge if he/she wishes. In no case may the sublet fee charged be more than the current fees set by the Club. Subletting or any use by another member and/or extension beyond the initial six-month period requires pre-authorization from the Waterfront Committee.

If the member does not place a qualified boat in the slip prior to the end of the initial six-month period the Waterfront Committee shall reassign the slip to the next eligible person on the Waiting List, unless in the case of special circumstances, permission is granted from the Waterfront Committee. If that member still desires a slip, he/she will be placed back on the waiting list according to the member's seniority date, but the Sixty Day Rule will apply.

### 7. Sale of Boat-Retention of Slip Assignment

A member who is currently assigned a slip and sells his/her boat or relocates that boat for an extended period may retain that slip for no more than one six-month period without placing a qualifying boat in the slip.

During that 6 month period.

The slip may be subleased to the new boat owner...

The slip may be sublet to the next eligible person on the waiting list as determined by the Waterfront Committee.

The slip may be used by another member.

If a member sells a boat and sublets the slip to the new boat owner and doesn't plan to remain a member, and place another boat in the slip, the slip and membership fees and dues must be paid in advance for the full term of sublet.

Co-ownership or partnership. Slips assigned to co-owners-partners

If a member with a slip assignment takes a partner in ownership, the member will be required to show proof of co-ownership for the slip assignment to be retained. Pre-approval is required from the Waterfront Committee.

Types of proof that may be required. e.g. Bill of Sale, State or Federal registration, Insurance policy, personal property tax receipt, assessment and Co-ownership/Partnership agreement. Any or all of these may be required.

Dissolution of partnership. in cases of co/ownership-partnership where the situation is not a domestic partnership, the retention of the slip assignment will be favored to the partner retaining the ownership of the boat, assuming the slip assignment was acquired after the partnership agreement.

In the case where the partnership is conceived after the slip was assigned, the slip assignment will not convey to the newest partner, without pre-approval from the Waterfront Committee.

ALL partners are required to be Regular Members.

If the partnership dissolves, retention of the slip will be based on the membership seniority of the member wanting to retain the slip.

Under special or hardship circumstances the Waterfront Committee may grant short-term variances to this provision upon written request and approval.

## 8. The Upper Lot:

This area is utilized for members' sailboat trailers and some dock equipment and Club storage. There is no charge to members.

## 9. Dry sail Lot:

The boat storage area above the dock 4-5 parking area is intended to be for dry sailed boats and not for storage.

This area of the Club permits storage of sail craft on trailers, but requires an annual fee. No powerboats, canoes, kayaks, etc.! All trailers must have its owners name on it.

If it is determined that your boat isn't being used accordingly, you may be asked to relocate it to the upper lot or off site. This will help during the times when vehicle parking is at a premium.

#### 10. Slip Fees (2021)....

All slip fees are set annually by the Board of Directors and can be changed each year by action of the Board.

Current fees:

Full: \$40 per month, paid annually in advance \$45 per month, paid monthly, quarterly etc.

Half Slip: \$30 per month, paid annually, in advance

\$35 per month, paid monthly etc.

End Tie-Up: \$25 per month, paid annually, in advance etc.

Dry-sail/storage: \$240 annually sailboats on trailers \$120 annually-dinghies on trailers, 14' or less

## 11. Miscellaneous:

The Club shall not be liable for any theft or damage to persons or property or any loss caused by or to Members or their guests or Member-owned equipment, including, but not limited to, boats, trailers, tenders. Such responsibility rests solely with the individual Member.

The Club will attempt to provide one Guest/transient tie-up (outside or inside ends) on each of its five docks.

The sanitation pump out is located at the south, outside end of dock 3. This area should be kept clear except for the use of the pump out. This spot may be used temporarily for the drop off or pick-up of passengers.

All boats with waste holding tanks must have the discharge valve and/or Y valve properly secured and seized so that an inadvertent discharge of waste into open waster is impossible

There may be times due to unforeseen circumstances (high or low water, dock repairs, emergencies) that other members boats will be temporarily placed in those open and/or unassigned locations at the end of docks.

Boats, trailers, boat lifts or other equipment stored on Club property without permission or for which the required fee(s) has not been received after official notification and warning are subject to being towed at the owner's expense or disposed of entirely.

Club owned boats (Race Committee and pump-out boat) will be used only for Club service and for work details by authorized Club members.

Boat lifts may no longer be installed in Club slips by ruling by the Board. Reasonable improvements may be made to each slip (dock boxes, additional cleats, lighting, etc.) by the individual slip lessee but structural projects must be approved by the Waterfront Committee.

The Club launching ramp can be used for working on/painting boats but must be reserved online and through arrangements with the Waterfront Committee. Ramp usage rules must be observed. There is a two week limit on trailer or ramp usage. The ramp and trailer must be left in equal or better condition as before boat work began. See Trailer rules