**Contract period April 1, 2027 through November 1, 2027 for Slip # _____**

## LESSEE INFORMATION

| LESSEE'S NAME | USCGA ID NUMBER | DATE OF BIRTH | E-MAIL ADDRESS |
|---|---|---|---|
| _____ | _____ | ____/____/_____ | _____ |

| LESSEE'S ADDRESS | CITY | STATE | ZIP CODE | TELEPHONE – HOME OR CELL |
|---|---|---|---|---|
| _____ | _____ | _____ | _____ | _____ |

## VESSEL INFORMATION & VERIFICATION

**Vessel Insured Value $_____**

| REG # OR DOCUMENTATION | YEAR | MAKE | LENGTH | beam | power or sail | gas or diesel |
|---|---|---|---|---|---|---|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |

| REG DOC RCVED | INSURANCE | VSC OR OPFAC | ARSBC WK HRS | USCGA WK HRS | WORK CARD HRS | ATTACH WK HR CARD |
|---|---|---|---|---|---|---|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |

## PRICING (COMPLETED BY PIER CHAIRPERSON)

| | | | |
|---|---|---|---|
| Slip Fee @ $20/ft | $_____ | Missing work hours $50/hr | $_____ |
| 1st Permanent Slip Fee @ $30/ | $_____ | 1st permanent slip initiation fee $1000 | $_____ |
| ft Electric without AC ($100) | $_____ | Total Bill | $_____ |
| Electric with AC ($200) | $_____ | Amount Paid | $_____ |
| | | Check Number _____ | |

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 our 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 our responsibility to explain this to any and all of our guest(s) and that we are responsible for the action of our guest(s).

I/we, the lessee(s), agree to abide by the ARSBC Marina Rules & Regulations - Adopted 20 September 2023 including the **"July 5th Rule"** 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: _____

(_____) By initialing, you acknowledge that you have read, understand, and agree to the terms and conditions of the Marina Rules set forth below.

# ARSBC Marina Rules & Regulations – Adopted 20 Sep 2023

**DEFINITIONS**

a. ARSBC - Acushnet River Safe Boating Club, Inc.
b. Auxiliary - USCGA Flotilla 65.
c. BOD - Board of Directors and Officers.
d. Vessel Length - Length (rounded to the nearest foot) carried on the state registration or USCG documentation. If a vessel is not required to be registered, the measurement of the centerline of hull 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), one-time $10 per foot fee in addition to the regular per foot fee, 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, USCG documentation, bill of sale for a vessel not required to be registered, or proof of pending transfer of USCG Documentation showing the lessee 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. If the vessel was purchased in the last 3 months prior to slip day, the ARSBC may accept a notarized bill of sale along with documents showing the official length of vessel to be awarded a permanent slip, however the vessel must comply with all laws when vessel is placed into marina.
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, 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 BQ, AX, or AX2 status in USCGA Flotilla-65.
m. Seniority Date - USCGA official enrollment date into Flotilla 65 adjusted for any not enrolled in Flotilla 65.
n. Slip Day - Second Sunday in December where slips are assigned or moved.
o. VSC - Vessel Safety Check.
p. OPFAC - Operational Facility.
q. Vessels Restricted - For-profit businesses may not operate out of the property without ~~annual~~ BOD permission. Permission may be revoked at any time for just cause.
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, etc.), or Dock Representative.

**CONTRACT TERMS**

a. The contract term is April 1 to November 1 unless altered by vote of the general membership. Any vessel remaining in the marina on floats out day, without approval from the BOD, will be assessed a $10 per day penalty, payable upon demand.
b. No slip is to be used by anyone not assigned to the slip without permission of the Marina/Pier Chairperson.
c. If the assigned slip is going to be vacant for more than 5 days the lessee must notify the Marina/Pier Chairperson in advance.
d. **"<u>July 5 Rule"</u> If the vessel is not placed into the assigned slip by July 5th the lessee risks losing the slip for the remainder of the season. In order to not lose the slip, the lessee, prior to July 5th, must develop a launch schedule with the Marina/Pier Chairperson. No communication or schedule may result in the assigned slip being rented to others for the remainder of the season.**
e. Lessee agrees to give notice to the Marina/Pier Chairperson if executing a bill of sale. Lessee must inform the buyer that the vessel slip is not included in the sales transaction and that the new buyer must contact the Marina/Pier Chairperson for slip arrangements. If lessee fails to comply the new owner will be required to remove the vessel immediately.
f. In the event a Lessee buys another vessel, the Marina/Pier Chairperson shall be notified. If slip space is available, the second vessel will be allowed to remain in the marina for a maximum period of two weeks without fee. A penalty assessment of $10 per day will apply after the two-week period and/or the lessee can apply for a temporary slip at the public rate.
g. If a lessee dies the immediate family may occupy the lessee's slip for the remainder of the contract period with approval of the BOD. 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 seniority date will be that of the immediate family member taking ownership of the vessel.
h. A lessee that sells their vessel and plans to purchase another vessel can renew their permanent slip without proof of ownership (note: See timeline under contract renewal).
i. The lessee will provide proof of ownership and insurance to the Marina/Pier Chairperson before placing a vessel other than the vessel on file into his/her assigned slip. Marina/Pier Chairperson and Lessee will ensure all vessels placed into assigned slip meet dockage criteria and applicable fee differences are paid.
j. All fees must be paid by all slip holders. Refunds are allowed with the rules below:

a. A permanent slip holder who wishes to forfeit his/her slip may request a full refund prior to June 1 of the contract year; no refunds will be issued after June 1.
b. A permanent slip holder who places a smaller vessel into the marina may request a refund prior to June 1 for the difference of size (no refund on electricity).

**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. Unless previously approved by the BOD, if a permanent slip holder fails to put his/her vessel into his/her slip for two consecutive contract periods, the lessee will lose his/her permanent slip and must wait one contract period to be eligible to apply for another permanent slip.
c. Requirements for renewal:
   I. Lessee must pay all Marina fees by the last Saturday in November in person or by making arrangements with the Marina/Pier Chairperson
   II. Lessee must be a member and must have been assigned a permanent slip.
   III. Lessee must have paid auxiliary dues for the following year (be current on dues).
   IV. Provide proof of a passed VSC inspection during the current year or be a current OPFAC. It is highly recommended to have the VSC completed within two weeks of placing the vessel into the marina.
   V. Lessee must submit proof of ownership unless waived due to selling vessel.
   VI. Lessee must have vessel insured during the contract period and must provide proof of insurance upon slip renewal. The vessel insurance must be in the name of the lessee.
   VII. Lessee must submit proof of work hours unless aged 67 or older on contract renewal day and has been a member of Flotilla 65 for at least 10 years or 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.
      i. 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, elected and appointed ARSBC officers/chairpersons, and Coast Guard Auxiliary mission hours.
      ii. The Marina/Pier Chairperson will issue a work card at the time of slip contract signing. If a lessee is not given a work card, it is the responsibility of the lessee to obtain a work card from the Marina/Pier Chairperson.
      iii. Any Lessee not attaining the full work hours will be assessed the $50.00 per hour fee for each hour under the required hours. This fee will be added to the slip contract fee and must be paid before the slip contract is renewed.

**DOCKAGE CRITERIA**

a. Vessels will be assigned slips in accordance with the following size requirements. The Marina/Pier Chairperson can make temporary exceptions and the BOD can make permanent exceptions. No vessel in excess of 50' is allowed in the marina.
b. The dinghy dock is for use by all members and temp slip holders who pay the fee.

| | | |
|---|---|---|
| DOCK A, G, H, I: 25' AND BELOW | DOCK B (east side): 25' TO 31’ | DOCK C, D: 32' AND OVER |
| DINGY DOCK 12' AND BELOW | DOCK B (west side): 25’ TO 34’ | DOCK E, F: 31’ AND BELOW |

**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. This does not apply to diesel fuel.
c. No outdoor cooking grills are to be operated in the marina except in areas designated by the Marina/Pier Chairperson or the BOD.
d. All shore power cords must be three-wire, 30 or 50 amp approved marine type, unless exempted by the BOD (A-Dock and I-Dock are exempt and power cords are for temporary use only). Shore power cables should be routed in a manner where they do not dip into the water or cause a tripping hazard, acceptable to the Marina/Pier Chairperson. Any member found using two receptacles, will receive a written violation from the Marina/Pier Chairperson and be given three weeks to resolve the issue or a $5.00 a day fine will be imposed. No member shall attach any items to the electrical boxes, such as lines, brackets, or water hoses, without approval of the BOD.
e. Water hoses must be stored on hangers. No member shall add water bibs / spigots to water lines without approval of the Marina/Pier or Construction Chairperson.
f. Lessees are responsible for the conduct of their guests.
g. Illegal drugs and/or fireworks are not allowed on ARSBC property. Violators will be brought before the BOD for 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. Lessees, members, and guests must comply with all posted safety and warning signs.
k. Violations of marina rules or safety rules may lead to disciplinary action up to loss of slip without refund and/or denied membership in the ARSBC as deemed appropriate by the BOD and the ARSBC By-Laws.

l. Vessels with air conditioner systems and "Live-Aboard" vessels pay a higher electrical fee as voted by the membership. The lessee is charged for the air conditioner system whether they use it or not.
m. It is the responsibility of the lessee to ensure the paid work on the lessee's vessel is conducted by persons who have applicable liability insurance before entering the marina area.
n. The ARSBC has the right to cancel any contract for reasons beyond its control. The ARSBC has the right to file a lien on lessee's vessel for unpaid fees, legal expenses, and other expenses, as applicable by law.
o. Any alterations to the pier, such as adding ladders, cutting railings, satellite antennas, or major modification need to be submitted to the BOD for approval prior to alteration. The adding of cleats need permission from the Marina/Pier or Construction Chairperson.

**MOVES & ASSIGNMENT OF PERMANENT SLIP**

a. Conducted once a year on Slip Day by the Marina/Pier Chairperson or his/her designee. This is the only day of permanent slip assignment.
    I. First, the Marina/Pier Chairperson moves vessels to accommodate the majority of members. The Marina/Pier Chairperson will make every attempt to request approval/review from the BOD at a BOD meeting prior to Slip Day. All vessel moves between members will be on a temporary year to year basis and approved by the Marina/Pier Chairperson; this is to keep intact the seniority system for permanent slips.
    II. Second, members will sign up to be moved or assigned a slip on a single list as directed. After sign up, the list will be ordered by seniority.
    III. Finally, slip assignment (moves and newly issued) will begin by order of seniority. NOTE: Seniority applies throughout slip day and is not one opportunity to move, i.e., if the senior member does not want to initially move or be assigned a slip, the member may move or be assigned a slip if another desirable slip opens during slip day; contested slips are given to the senior member.
b. Lessees will not be assigned a permanent slip unless it meets the dockage size criteria.
c. All fees must be paid and all required documents presented on slip day. The work hour surcharge is waived when initially assigned a permanent slip. See Proof of ownership and fees definitions.

**TEMPORARY SLIPS**

a. The Marina/Pier Chairperson or designee will be responsible for creating and maintaining lists. Temporary slips will be assigned using the priority lists below:
    I. Priority 1: Slip Day Member List: A list created from members who were present or had a representative present on slip day who were eligible but not offered or assigned a permanent slip, order by seniority.
    II. Priority 2: Members List: Members who requested a temporary slip who were not present on slip day, ordered by seniority.
    III. Priority 3: Public List: Anyone who does not meet requirements for above list, ordered by date added to list.
b. Slip seekers are removed from the above lists when offered a suitable slip for his/her vessel. Slip seekers can request to be added onto an applicable list at any time as long as they meet requirements of such list.
c. A lessee with a vessel already in the marina may request to be added to the public slip list for additional vessels. Members with a second boat will pay two and a half times the member rate or the public rate, whichever is less. No lessee will have more than one vessel at the member rate in the marina at any one time.
d. If a temporary slip becomes available, and there is no acceptable person/vessel on any of the lists, the temporary slip will be filled by first come first served basis. In such cases where multiple notifications from slip seekers come in close proximity, use the above list rules to decide.
e. Temporary slips will not be prorated April through June and prorated July through October based on a 5-month schedule, see table below. There will be a temporary slip member price and a non-member price set at a general membership meeting.
    I. April – June: not prorated
    II. July: Prorated to 4/5th or 80%
    III. Aug: Prorated to 3/5th or 60%
    IV. Sep: Prorated to 2/5th or 40%
    V. Oct: Prorated to 1/5th or 20%
f. Temporary slips are for one contract term and cannot be renewed on slip day. Temporary slips can be offered any day after slip day as they become available. There are no refunds on temporary slips, exceptions can be approved by the BOD.
g. Non-Member temporary slip holders must purchase a non-refundable key FOB good for the season.