

**UPDATE 01-30-24**

## **BLACKBEARD SAILING CLUB DOCK AND SHORE POLICY**

The purpose of Blackbeard Sailing Club's Dock and Shore Policies are to promote the safety of Members and guests, the protection of Members' vessels, property and to safeguard the Club's docks and facilities. It outlines the requirements for responsible use of club facilities by Members, their guests, and their contractors.

The Dock and Shore Policies are administered by the Dock Master (DM), Shore Captains(SC) and the Board of Directors (BOD). Wet Slips incorporates the Harbor of A, B&C Docks. Shore Slips Storage incorporates areas of Dry, Annex, Woods, and Rack Storage Slips (known as Shore Slips) Appeals regarding disagreements or clarifications shall be made to the BOD whose determination will be final.

The Board, at its discretion, may assert any right granted by law to marina owners, may make exceptions to these Policy's, assess additional fees, revoke a Member's license for failure to meet any requirement of the these Policy's and order the removal of a vessel(s)/trailer or equipment from its harbor and or property.

### **GENERAL CONDITIONS**

1. Unescorted children ten years of age or younger, will wear a US Coast Guard approved personal flotation device while on any dock.
2. Running on or diving from the docks is not permitted.
3. Electric resistance boat heaters may be operated only while the Member or his/her designee is on site.
4. Club Rafts are to be used for vessel maintenance and remain in place, except for Club sanctioned events. Children may not use the rafts.
5. The breakwater is a restricted area. Members, guests, and contractors are not permitted to climb upon, moor to or otherwise access the breakwater without prior authorization from the Board or the DM.

6. The Club enforces a closed head policy, no overboard discharges.

## SLIP LICENSING

2. The DM and SC's shall endeavor to assign and or reassign its Wet and Shore slips in a manner that ensures fairness to Members and the efficient use of facilities. The DM and SC's shall place all requests for slip assignment and reassignment on the waiting list in chronological order. In assigning a slip, to a Member, the Club grants to the Member, a limited, **revocable license** to use the slip.
  - 2.1. The primary use of wet slips is intended for sailing vessels.
  - 2.2. There is generally a limit of **one** permanent wet slip per membership. If a wet slip remains open because it is not suitable for any Member on the waiting list, the Dockmaster may assign a second, temporary slip to a Member provided he/she shall promptly vacate the slip if it is needed for another Member seeking assignment of a first slip. Members are required to use the Club's current Slip Assignment / Reassignment Request form to request assignment or reassignment of a slip and shall deliver a completed form to the DM /SC's in hardcopy or by using the form provided on the Club's website. All request forms must clearly state the registration number, make, model, length, beam, draft and weight of the boat for which a Member is seeking a slip assignment or reassignment. The Club will provide this information to Craven County each year for tax purposes as required by NC law.
  - 2.3. The Member shall execute a Slip License Agreement within fifteen days of the assignment, shall use the slip only as permitted by the Policy and shall pay all Board authorized fees that are applicable or may become applicable to the assignment.
  - 2.4. A Member shall obtain prior approval from the DM/SC to change the vessel which the Member will place in his/her assigned slip. Such approval is discretionary by the DM/SC. If approved, the Member shall provide notification of the date on which the change is made and will update the Slip License Agreement with the revised vessel information.

- 2.5. A Member wishing to relinquish his/her slip shall provide a minimum of fifteen days advance notice in writing to the DM/SC. The Member is required to pay all applicable slip fees until the slip has been vacated.
- 2.6. The trading of slips among Members is not permitted. Purchase of a Member's vessel does not also convey the slip assignment.

## STORAGE AND PHYSICAL MECHANICAL CONDITION

3. All vessels and trailers stored on Club property must be maintained and operational (Wet Slip holders -capable of leaving the dock under their own power) in a manner that is consistent with good seamanship and the overall appearance to club facilities. The Board reserves the right to require a Member who, in its opinion, is using Club membership primarily to obtain vessel storage or not maintaining their vessel either mechanically or physically, to furnish an acceptable plan to rectify the situation. If the Member's plan is determined to be unacceptable or remains unfulfilled, the Member's slip license(s) may be revoked, and the Slip will become available for reassignment.
- 3.1 Members are required to maintain all current and valid registrations or documentation on boats, dinghies & trailers brought onto Club property as required by authorities having jurisdiction.

## INSURANCE

4. Members shall provide the Club with a certificate of insurance and always maintain the insurance while the vessel(s) is using the Club facilities.
  - 4.1 Vessels in Wet slips require a minimum of \$300,000.00 liability coverage naming **Blackbeard Sailing Club as additionally insured**.
  - 4.2 Vessels/Trailers in Shore slips require a minimum of \$100,000.00 liability coverage naming **Blackbeard Sailing Club as additionally insured**.

4.3 Members shall require that their insurance carrier provide notification to the Club at the address shown below of changes to or cancellation of the coverage (within 5 days). **Blackbeard Sailing Club 1215 Barkentine Drive, New Bern, NC 28560**

## **SUBLICENSING - LIMITED TO WET SLIPS ONLY**

5. An active Member may request a sublicense of his/her assigned slip by notifying the DM in writing that the slip is to be vacant. Slip sublicenses will be for a minimum period of three months and a maximum period of twelve months. If a Member's slip remains unused after twelve months of sublicense, the Member may be required to show cause to the Board and provide an acceptable plan to occupy the slip within the next six months. The acceptability of this plan will be determined by the Board at its discretion. If the Member's plan is unacceptable or remains unfulfilled by the Member, the Member's slip license shall be revoked, and the slip will be made available for reassignment.

5.1 The Member whose slip is sublicensed shall receive a credit of 50% of all slip fees collected by the Club during the period of the sublicense. Any credits thus earned shall be applied on January 1st of the next calendar year.

5.2 The DM will make the slip available to the Member next on the waiting list whose vessel characteristics are appropriate for the slip.

5.3 A Member who accepts or declines a sublicensed slip and who wishes to receive a full- time slip assignment will not change position on the waiting list.

5.4 The DM may require a Member whose assigned wet slip has remained or is expected to remain empty or unused by the Member for a period of four months or longer, to show acceptable cause for keeping the slip assignment. The determination of acceptable cause shall be made by the DM/BOD at their discretion.

## CONDITIONS FOR VESSELS IN WET SLIPS

1. The maximum boat length allowed is 46 feet overall including appendages.
2. The maximum dry weight of a boat shall not exceed 30,000 lbs. as delivered from the manufacturer and listed in the boat's official specification.
3. While in a Club slip, boats shall be secured with appropriately sized twisted, braided, or double braid nylon lines, as established by the American Boat & Yacht Council guidelines and as outlined in the table below. Two lines shall be used at each corner, fore and aft, and at least one spring line to prevent movement toward the dock.

Boat Length -      Minimum Diameter of 3-strand twisted nylon line or braided nylon line

Up to 22 feet	3/8 inch
Greater than 22 and up to 30 feet	1/2 inch
Greater than 30 and up to 39 feet	5/8 inch
Greater than 39 and up to 46 feet	3/4 inch or 5/8 inch double braided line *

\*Dockmaster at his discretion may approve a Member's request to substitute a specific double braided nylon line

4. A Member agrees to accept full responsibility for adequately securing his/her boat.
5. A Member whose boat is not secured in accordance with the Policy or whose boat, in the DM's opinion, is secured such that it may pose a threat of damage to the docks, Club facilities or another Member's boat or property, shall, on becoming aware of such condition, take immediate steps to eliminate the threat. If the Member cannot or will not take immediate steps to rectify the condition or if the threat of damage, in the DM's opinion, is imminent, the boat may be secured by the DM, or other Blackbeard Sailing Club Member authorized to do so by a Board Member.

6. A Member, whose boat is thus secured by the Club, expressly relieves the Club, DM, BOD, and any Member assisting in the securing of the boat, from liability arising from these actions. The boat owner will be billed for the cost of materials plus fee of \$100.00 to rectify the condition. A Member may not store property on the dock or attach any extraneous device to any dock or piling without the permission of the DM.
7. Subject to DM approval, Members may install cleats on the pilings. Cleats must be of proper size, all metal construction and securely attached using the appropriately sized lag screws or through bolts. A Member may use an approved cleat to secure the end of a line provided the line has two or more complete wraps around the piling before being secured at the cleat. Cleats may not be attached to the dock surface.

## **CONDITIONS FOR SHORE SLIPS**

1. The use of Shore Slips is intended for watercraft trailers with or without their vessels. Each slip is limited to one trailer. Double stack trailers are permitted. Sailing vessels/trailers shall be given priority and placed above other vessels/trailers on the waiting/reassignment list.
2. A Member may not store equipment on the ground, under a trailer or install any extraneous device in any Shore Slip area without the permission of the Shore Captain. A Member shall maintain his/her trailer(s) in moveable condition with tires inflated and bearings operable and clearly marked with the Member's name and Member ID#.

The use of Racks is limited to watercraft and their accessories. Multiple items may be stored on one rack if those items do not exceed the capacity of the rack space.

1. A Member shall tag their Rack item with his/her name and Member ID#.
2. The trading of shore slips/racks among Members is not permitted. Purchase of a Member's boat/trailer does not also convey the slip assignment.
3. A Member agrees to accept full responsibility for adequately securing his/her boat, equipment, or trailer. Under issuance of a Hurricane warning for Craven County boats are required to be firmly secured to a suitable fixed

object (tree or ground anchor) or relocated to high ground. The Club, its Officers, Directors and Shore Captains assume no responsibility and are not liable for loss or damage to a Members' boat or property including but not limited to damage caused by windstorm, tide, wind surge, fire, theft, vandalism or failure of the docks or pilings.

## **CONDITIONS FOR LIVE ABOARD**

1. The BOD at its discretion may grant permission for a Member to use his/her boat as a primary place of residence while the boat is in the Member's assigned Wet slip upon receipt of a written request. This permission shall be subject to review.
2. For Wet slips, a live aboard assessment of \$100.00 per month shall apply effective upon the date the Member moves aboard. Such assessment will be paid by the Member quarterly and is in addition to all other applicable Club fees and charges.

## **CONDITIONS FOR SHORE POWER USE**

1. The Club provides one 30 amperes, metered, marine grade electrical receptacle for each assigned wet slip to supply the boat's Shore power electrical systems. Each receptacle is controlled and protected by a 30 ampere circuit breaker located in a distribution panel on each slip.
2. On C Dock only, slips may be equipped with electrical panels that are upgradeable to a 50 ampere receptacle. Members wishing to make this upgrade must obtain prior approval from the DM and will be responsible for all costs associated with the upgrade. Once installed, the upgraded receptacle and electrical infrastructure become the property of the Club.
3. Members will pay an availability fee of \$15.00 per year plus charges for metered electrical usage. Electric usage will be billed quarterly and charged according to each individual slip meter reading. Members are not permitted to replace or modify any part of these circuits.
4. Members shall use only 30 ampere UL-approved, marine grade power cords with twist lock ends and locking rings in good condition to connect

boats to the Club's electrical system.

## CONDITIONS FOR HURRICANE WARNINGS

1. Hurricanes pose a significant threat to our Members' personal safety, boats and property and to the docks and facilities of the Club. Members are required to take all reasonable steps which, in the opinion of the BOD are effective in mitigating the associated risks.
2. Members with boats on Club property shall prepare a hurricane plan and shall update the plan annually before May 1st. The Board recommends the BoatUS Boat Owner's Hurricane Worksheet, available on the Club website for Members to use as a template. Upon request by the DM, Members shall promptly furnish a copy of their plan.
3. Upon issuance of a Hurricane Warning for Craven County by the National Weather Service and before conditions, in the opinion of the Commodore or his/her designee, become unsafe to do so, **Members shall remove their boat from the Club's Harbor.**
4. Members who are unable or refuse to remove their boat during a Hurricane Warning will be assessed a fee of \$25.00 per foot of boat length. In addition, those members will be held responsible for the cost to determine if damage has occurred to the Club's docks or facilities because of their boats remaining in the harbor and for the cost to repair all damage.

## CONDITIONS FOR HANDLING AND DISPOSING OF HAZARDOUS MATERIALS AND AIR POLLUTION CONTROL

1. A Member, their guests and/or contractors (**Members**) shall not permit, allow or cause any hazardous waste, hazardous substance, hazardous material, toxic substance, hazardous air pollution or toxic pollutant to be used or created on or about the premises, without the express written consent of Blackbeard Sailing Club. **Members** may possess and use, properly and in reasonable quantities, substances ordinarily used in the operation of a vessel, including diesel fuel, gasoline, propane gas and

cleaning materials, without the prior written consent. **Members** shall, with respect to the premises and the operations conducted thereon, obtain, and maintain in full force and effect, at all times, any and all permits and licenses required by regulations. By maintaining membership in Blackbeard Sailing Club, **Members** also agree to indemnify and hold harmless Blackbeard Sailing Club, its successors and assigns, against all claims, losses, damages, fines, penalties and costs, including all reasonable attorney fees, arising or assessed due to the negligence or mishap of a **Members** in handling, storage or use of the pollutant and shall promptly remediate any spillage or release as per current regulations.

#### END OF DOCK AND SHORE POLICY