

## **HOUSE AND GROUNDS RULES THE DARIEN BOAT CLUB, INCORPORATED**

The House Rules set forth herein are established and published so the members, their families, and guests may enjoy the facilities of the Club. Members are defined and referred to the in By Laws, specifically Article XIV, Privileges of Members and Their Families, and Article XV, Discipline.

### **Rules and Regulations Pertaining to the Use of Club Grounds and Landing Facilities**

- 1.** The Club facilities are not to be used for commercial activities nor are members involved in commercial activities to use the facilities to depart from or return to when engaged in their commercial activities.
- 2.** Members must submit satisfactory proof of membership whenever requested on the Club grounds by the Club Manager, dock attendants, or any member of the Executive Committee.
- 3.** All members are requested to sign the registration book immediately upon arrival at the Club before making use of any Club facilities, listing time-in, time-out and the names of any guests.
- 4.** No swimming is permitted between the jetties on Club property, or from docks or boats within the general Club area.
- 5.** No running or other unsafe actions will be permitted on Club property.
- 6.** No fishing is permitted from Club property or from members' boats if it interferes with boating activity.
- 7.** No cleaning of fish is permitted on the landing or docks.
- 8.** The Club is a "smoke-free" facility and thus, no smoking is permitted on Club premises.
- 9.** No persons are permitted to climb on, sit on, or fish from either of the rock jetties on Club property.
- 10.** No dogs are allowed on Club grounds except to be taken on leash to or from members' boats.
- 11.** The gas docks are provided for loading and unloading of cargo and passengers. Washing, hosing down, or parking of boats, should not exceed 15 minutes, must not interfere with traffic, and anyone doing so when boats are awaiting loading or unloading should immediately leave the dock. There will be no washing of boats on the gas dock during heavy traffic periods such as Saturdays, Sundays, and Holidays.
- 12.** The use of docks, piers, gangways, and other Club facilities shall be at the risk of the user and boat owner. The Club shall not be liable for any

loss or damage to any boat or boating equipment or for any personal injuries resulting from such use.

- 13.** Parents are responsible for the conduct of their children at all times on Club property and while using Club facilities. Children 12 and under must wear a life jacket on the docks at all times.
- 14.** Members may not rent out their boats or equipment or Club facilities under any circumstances.
- 15.** Any boat not removed from the docks after the closing date will be fined \$100 per day up to five days after which the member will forfeit their slip and be removed from the wait list for the next 3 seasons.

### **Rules and Regulations Pertaining to the Availability and Use of the Club Deck**

- 1.** Introduce yourself to Club staff and fellow members. Get to know each other!
- 2.** Members are required to give Club staff the member family name upon request.
- 3.** Use of the deck is first come, first served. There are no reservations for tables and chairs.
- 4.** Table use is limited to one per member family.
- 5.** If you can get by with a smaller table, then please take the smaller table.
- 6.** Club staff is not expected to clean up after you. Please clean up after yourselves.
- 7.** Belongings left unattended at chairs and tables for more than 20 minutes will be removed. Members should not expect to "reserve a table" by placing belongings at the table then leaving the table for an extended period of time.
- 8.** Put recyclables and trash into their respective bins.
- 9.** Members are responsible for the behavior and safety of their guests and children. Children should not be left unattended.
- 10.** All members are encouraged to notify Club staff if they suspect non-members are making use of the Club unaccompanied by a current member. There is a membership roster in the manager's office to check names.

## **Rules and Regulations Pertaining to the Availability and Use of Dockside Mooring Space**

### **Section 1. Wait List and Slip Upgrades**

1. Slip space is available to members in good standing at the Club, and only upon assignment by the Fleet Committee limited to one slip per member family while there is a wait list.
2. Membership in the Club shall not in any way oblige the Club to provide Slip space. The member must submit a proper application and wait until a suitable space becomes available.
3. To apply for a Slip, please utilize instructions on the Club website [www.darienboatclub.org](http://www.darienboatclub.org). Apply to a specific wait list and fill out information. List as much information as you can about your boat including make, length, beam (width) and Connecticut Vessel registration number. There are strict definitions of these measurements on the website.
4. ***Your date of membership will establish your priority on the Wait List.*** Boat size is important. Depending on the “Class” of boat, waiting time will vary and can be significant.
5. All fees are based on the size or Class of your slip.
6. The procedure for making assignments from the wait list is as follows: When a slip becomes available, the Fleet Captain will contact the first person on the wait list who has an application for that slip size and offer the slip to that applicant. If that person refuses the slip, the Fleet Captain will continue down the list in chronological order until someone accepts the slip. You may refuse a slip only one time. After the second refusal, your name will be removed from the wait list for a period of three years. After those three years has expired, you will have to submit a new application. If you accept the slip you will be billed and have 30 days or until June 15<sup>th</sup> of the current year, whichever is longer, to place a boat in the slip. You must have paid in full and provided required slip documentation before docking your boat. If you do not place your boat in the slip in the given time, you will lose the slip and your position on the wait list for a period of three years. After three years has expired, you will have to submit a new application.
7. A member does not have to own a boat to be placed on the wait list, however you must pick a size or Class of slip you wish to wait for and complete an application. You may not be on the wait list for more than one size boat unless one is a dinghy. You must give up your dingy slip when you receive a slip for a larger boat.

- 8.** A member may change waitlists at any time. The change will take effect on February 15<sup>th</sup> following the date of the change. Your priority on all lists will be established by your membership date.

## **Section 2. Use of Slip**

- 1.** The Club shall not be held liable for any damages resulting from, personal injury to, or loss, or damage to any property of any member, his/her family, or his/her guest, while on the facilities and property of the Club.
- 2.** Members must have their boats in their slip by June 15<sup>th</sup> each boating season. Members are encouraged to PLAN AHEAD to insure they can make the deadline. If a member is unable to make the deadline they must notify the Fleet Captain in writing by e-mail in advance of the deadline. The Fleet Committee will discuss the issue and may grant an extension. All extensions will be granted in writing by e-mail.
- 3.** Members must submit a current copy of their Connecticut DMV Vessel Registration for the upcoming season and proof of insurance to the Club prior to May 1<sup>st</sup>. Proof of insurance will be in the form of the “Declaration Page” from the member’s insurance policy indicating at least \$300,000 of “Liability” insurance. It is strongly recommended that the liability insurance include pollution liability as part of the liability coverage. Members must also submit a signed slip holder agreement for that boating year which can be found on the Club website.
- 4.** With an extensive wait list, it is necessary for the Club to mandate the use of your slip. If you plan to dock your boat elsewhere during any part of the season, you must give up your slip. Taking your boat on vacation with you is acceptable, however if your boat is going to be absent for more than three weeks during the season, you need to notify the Club Manager in writing with your departure date, expected return date, and an explanation for the long absence. Abuse of this privilege will be reviewed and at the discretion of the Executive Committee may result in loss of your slip.
- 5.** The boating season “Closing Day” will vary from year to year but is typically the first Sunday in November. The date will be announced prior to October 15<sup>th</sup> of each year. Any boat not removed from the docks prior to 5pm on the announced closing date will be fined \$100 per day for a period of up to five days after which the member will forfeit their slip and be removed from the wait list for the next 3 seasons.
- 6.** Members must wholly own the boat in their slip unless they are in a Club recognized “Partnership” (see rules pertaining to Partnerships below). Children of members may not be included on ownership

documentation (Connecticut DMV Vessel Registration) unless they are members in their own right.

7. Members may not rent out, transfer or allow others to use the slip assigned to them without the Fleet Committee's written permission.
8. Members may permit non-member guests to use their boats or equipment without personally being present provided:
  - a) Such use is authorized in writing by the member and such authorization is filed with the Club Manager.
  - b) Such use is not extended to the same non-member guest more than 3 times during any season.
9. Members who had a slip at the end of the previous season will be assigned a slip for the next season providing they still own the same boat and have paid the required fee on or before February 1<sup>st</sup>. The Club does not guarantee the same slip from year to year.
10. If your boat is larger than the parameters permit, you will not be allowed to dock your boat at the Club.
11. A slip holder may not dock a new boat in their current slip without written approval from the Fleet Committee. To obtain this approval, the member must amend the existing on-line application with the new boat details and be approved by the Fleet Captain. DO NOT ATTEMPT TO PLACE A BOAT IN YOUR SLIP THAT IS DIFFERENT THAN YOUR BOAT OF RECORD."
12. If the new boat is larger than the "Maximum Size Boat" specification on the "Class Specifications" sheet, you will be placed on the appropriately sized wait list with priority based on your membership date. Note that any changes to wait lists after February 15<sup>th</sup> will take effect February 15<sup>th</sup> of the following year.
13. Every attempt will be made to honor requests for slip moves, but they must be registered with the Fleet Captain before February 15<sup>th</sup> of any boating season. Requests after that date will be accepted for the following year. Priority on the wait list will be established by your membership date.
14. In an emergency (illness or major malfunction with your boat) you may petition the Fleet Committee to "furlough" your slip for up to one season. Except in the cases of extreme emergency, all requests to furlough must be submitted in writing to the Fleet Captain prior to the season Opening Day of the Club. You will be charged for the slip, but someone else will be allowed to use it for the time you are away. A slip of the same class will be guaranteed for the following boating season; however the Club does not guarantee the same slip location from year to year. Any fees collected for the use of the slip will be refunded to you

up to the amount you were charged. You will only be allowed to furlough once in any 5 year period.

- 15.** Generally the Club does not have temporary space available. However, from time to time the Club does have furloughed slips that will be offered to members on the wait list. If you are offered a furloughed slip, you may refuse it with no penalty. If you accept a furloughed slip, you will be charged a prorated fee for the balance of the boating season. At the end of the boating season, you will relinquish the slip and go back on the wait list with priority based on your membership date.

### **Section 3. Use of the Dock Facilities**

- 1.** All members are requested to sign the registration book immediately upon arrival at the Clubhouse before making use of any Club facilities, listing time-in, time-out and the names of any guests.
- 2.** Members are to observe harbor rules at all times and exercise caution when approaching or leaving the dock area. Members are responsible for damage caused by their boats, whether anchored or underway in the dock area. Members causing damage to, or suffering damage from boats in the dock area will report the damage to the Dock Staff or Fleet Committee immediately.
- 3.** The dock area is a no-wake zone. Members are hereby warned that violation of this regulation is considered a serious offense.
- 4.** The stern of each boat must be secured to the docks by means of approved brackets, except for boats docked on the front line, which will be secured by bow lines to the pilings and stern lines to the docks. The boat shall be made fast so that the bow cannot swing into, damage, or obstruct the adjacent boats. Brackets should be hinged at the dock without extensions, in order to prevent damage to the docks.
- 5.** Each boat is required to place at least two fenders on each side in order to prevent damage to adjacent boats.
- 6.** Boats are not to be left unattended on the beach or tied to the dock, gangway railing, pilings, or club building or other than properly designated areas and assigned facilities. Boats found in any such place may be impounded and the member fined.
- 7.** The "T" at the end of B-Dock is intended for pick-up and drop-off of passengers and cargo, as well as a temporary space to rinse off boats. You may not dock there for an extended period of time without first clearing it with the Club Manager
- 8.** Porta-Potties may not be emptied in the bathrooms at the Club. Please take your waste home or to an approved pump-out facility. A list of

facilities is available on the Connecticut DEEP web site: [www.ct.gov/deep](http://www.ct.gov/deep).

## **Section 4. Partnerships**

1. If you want to form a partnership, you must first petition the Fleet Committee. This can only be done at the time of initial slip space assignment. Any transfer or partnership arrangement made after the slip space has been assigned will result in forfeiture of that slip space and being removed from the wait list for a period of 3 years.
2. The junior partner must wait through the wait list for an equivalent slip size or Class before they can take over the partnership.
3. Once a junior partner has waited through the list for an equivalent slip size or Class, they can apply for their own slip. If they get their own slip, then the partnership can be dissolved, or they may continue the partnership and become a “Primary Partner.” Primary Partners can take over the slip assignment if the partner who was originally assigned the slip leaves the Club or wishes to dissolve the partnership.
4. The Club is not responsible for disputes between partners. If disputes become irreconcilable, the slip will go to the senior partner (older bond number) and the partnership will be dissolved.
5. To dissolve a partnership, all the partners need to notify the Fleet Captain in writing. If the member who was originally assigned the slip leaves the club and the other partner(s) are not “Primary Partners” as defined above, the slip will be forfeited. The partners will remain on the wait list.

## **Section 5. Membership**

1. Slip space is available only to members in good standing of the Club and only upon assignment by the Fleet Committee. Membership will be governed by the Bylaws, Article III.
2. All members are required to provide the Club with a current electronic email address. It is the member’s responsibility to keep the address current. Work addresses are not advised due to spam filters and job changes.
3. Children of members may not inherit their parent’s slip. The children must join the club and apply for their own slip.
4. Children of members must join the Club after their 25<sup>th</sup> birthday or upon their marriage whichever comes first, as per the Bylaws. Married children or children over the age of 25, who are non-members, will be treated as guests, even if they live with their parents.

## **Section 6. Boat Maintenance**

1. All boats docked that Club must have a motor able to safely maneuver the vessel in good working order. Dinghies in Class 15 are exempt.
2. All sail boats must be powered and must use power in the dock areas.
3. Members must maintain their boats in good working order. The Fleet Captain or Club Manager may from time to time request that members demonstrate their boat is operational and in seaworthy condition. The practice of paddling a boat into the slip in the Spring and out in the Fall in order to keep the slip will not be tolerated and will result in forfeiture of that slip.
4. If at the discretion of the Club Manager or members of the Executive Committee it is determined that any boat might sink and it is therefore necessary for the Club to pump the boat, there will be a \$50 fee, and if a second or subsequent pumping is required, a \$100 fee will be charged for each. The Club is not responsible for the maintenance and care of your boat.

## **Section 7. Gasoline and Oil**

1. Gasoline and oil are only available to members in good standing, and during periods of short supply, only in quantities specified by the Club Manager. It must be paid for immediately upon receipt with a credit card approved by the Club. Cash and checks will not be accepted.
2. Only boats with "built in" gasoline tanks may be filled on the gas dock.
3. Portable marine gasoline tanks will only be filled in the area adjacent to the gasoline pump.
4. Conventional (home) gas cans are not allowed to be brought onto the docks, and members may not fuel their boats on Club docks with gasoline brought in from outside sources.
5. No smoking or open flames are permitted on the gas dock, on the gangway, or on the deck in the area adjacent to the gas pump.

## **Rules and Regulations Pertaining to the Availability and Use of Launch**

1. Members may not request launch service unless they have paid for the launch program and have signed a copy of the Launch Agreement.
2. Unless the member cancels membership in the launch program, they will be automatically billed the following season.
3. No open alcoholic containers are permitted on the launch.
4. Members must maintain all necessary precautions for safety on the launch including requiring guests in their party under the age of 12 to wear life jackets.

5. There are a maximum of 5 (five) passengers allowed on the launch at one time, please do not pressure the launch operator to break this rule.
6. Failure to observe safety rules and obey the launch operator could result in censure and loss of launch privileges.
7. Launch user agrees to hold harmless and indemnify the Club from any and all liabilities arising out of launch user's negligence, whether it be sole or in concert with guests, in connection with their use of the services provided by the Club

### **Rules and Regulations Pertaining to the Availability and Use of Rack Space**

1. A rack space is either a sail rack adjacent to the dinghy chain, or a kayak rack. These two types of rack spaces will be treated independently. A member family may have both a sail rack and a kayak rack, but if a sail rack is held by a member who already has a kayak rack, it must contain at minimum a canoe, sailboat or inflatable.
2. Rack space is available only to members in good standing at the Club, and only upon assignment by the House Committee. ***The applicant's priority on the wait list will be determined by their date of membership.***
3. All members who had a space at the end of the previous season will be assigned a space for the next season providing they have paid the required fee on or before February 15<sup>th</sup> of the next season. The Club does not guarantee the same space from year to year.
4. Members with rack space may not rent out, transfer or allow others outside of their immediate families to use the space assigned to them.
5. Members will be notified when the rack spaces are ready for use in the Spring and when they must be vacated in the Fall. Earlier Spring use or later Fall use is not permitted.
6. Any assigned space not in use by June 15<sup>th</sup> will be reassigned and 50% of the fee will be returned upon the reassignment of the space provided this takes place prior to July 15<sup>th</sup>.
7. Any space which has been reassigned after June 15<sup>th</sup> will have 30 days to be occupied or will be reassigned again.
8. Boats may not be left unattended on the beach or tied to the dock, docks, gangway railing, pilings, Club building, or anywhere other than the assigned rack space. Boats found in such places may be impounded and recovery will be subject to a fine.

- 9.** Racks may be furloughed due to health issues only. The Racks Chairman will make every effort to re-issue the rack and provide (but does not guarantee) reimbursement to the official rack holder.
- 10.** Members may place more than one kayak in a rack as long as it does not become a nuisance to the adjacent rack holder.
- 11.** Rack holders must keep their boats situated so not to fill with stagnant water and become a haven for mosquito larvae.
- 12.** Rack holders must secure their boats to the rack. The Club will not be held responsible for a vessel that blows off the rack or floats away in a storm.
- 13.** Rack holders should NOT expect help from the dock staff in moving heavy boats and kayaks, and should plan carefully to have a friend join them if they need assistance in getting their vessels on and off the racks.
- 14.** Stickers will be issued and placed on the vessels stored on the racks as needed from year to year to identify the owners of the vessels.

### **Rules and Regulations Pertaining to the Availability and Use of Locker Space**

- 1.** Locker space is available only to members in good standing at the Club, and only upon assignment by the House Committee. ***The applicant's priority on the wait list will be determined by their date of membership.***
- 2.** All members who had a locker at the end of the previous season will be assigned a locker for the next season providing they have paid the required fee on or before February 15<sup>th</sup> of the next season. The Club does not guarantee the same locker from year to year.
- 3.** Members with locker space may not rent out, transfer, or allow others outside the Club to use the space assigned to them.
- 4.** Smoking and/or the handling or storage of gasoline is prohibited at all times in the locker house.
- 5.** Members will be notified when the lockers are ready for use in the Spring and when they must be vacated in the Fall. Earlier Spring use or later Fall use is not permitted.
- 6.** All lockers must be occupied by June 15<sup>th</sup> or the locker will be reassigned. Fifty percent of the fee will be returned if such assignment takes place before July 15<sup>th</sup>.
- 7.** Lockers which have been reassigned after June 15<sup>th</sup> will have 30 days to be occupied or will be reassigned again.

## **Rules and Regulations Pertaining to Guest Privileges**

- 1.** Non-member guests are subject to and must abide by the Club rules and regulations.
- 2.** Non-member guests will only be allowed use of the Club's facilities while in the company of the inviting member unless they are making use of a member's boat under Section 2, #8 of Rules and Regulations Pertaining to use of Dockside Mooring Space noted earlier in this document.
- 3.** Guest privileges are at the discretion of the Executive Committee.

## **Grievance and Discipline**

- 1.** Any grievances occurring under these Rules and Regulations should be reported to the Club Manager, or to any officer of the Club.
- 2.** Failure to abide by the foregoing Rules and Regulations by a member or a member of his family or guest may constitute sufficient cause for the revocation, at the discretion of the Executive Committee, of any member's Club privileges, or the revocation of membership in accordance with Article XV of the By Laws.

These House & Grounds Rules were approved by the members at a General Meeting held on May 1, 2019. They were then approved by the Board of Selectmen on XXXX N, 2019.