

# LORAIN HARBOR BOAT CLUB DOCK LEASING POLICY

## GENERAL RULES

1. **Active/Lifetime Members Only.** Only active/lifetime members in good standing have the right to lease slips. Good standing shall be defined as, but not limited to, members having a non-delinquent payment status on all indebtedness to the club. No member will be assigned a slip or permitted to occupy an assigned slip unless their dock contract and club membership payment obligations are current.
2. **Renewal Rights.** Members in good standing will be permitted to renew the lease for their current slip assignment for the subsequent season without interference from the waiting list or another member's preference, up through October 31<sup>th</sup> of the current season. Renewal shall consist of a signed Dock Agreement, proof of boat insurance, and 20% deposit for the subsequent season. Slips not renewed by November 1<sup>st</sup> will be considered vacant and available.
3. **Failure to Pay.** Fees for slip rental are due and payable as shown on the Dock Agreement. If the Member breaches any of the terms of that agreement, including failure to pay, LHBC shall, as provided in the agreement have the right to terminate the agreement and the slip may then be rented to another Member at the discretion of LHBC.
4. **Refunds.** Dock Agreements may be canceled through May 1. LHBC will refund any advance payments in excess of the cancellation fee specified in the Dock Agreement.
5. **LSYC Right to Rent Vacant Slips.** LHBC may rent vacant slips on a temporary or transient basis at the convenience of the club. Temporary or transient occupants of these slips have no rights on the waiting list. A vacant slip is one for which there is not a current lease agreement with a member in good standing.
6. **Open Slips.** An open member slip is a slip for which there is a current lease agreement but the member has notified LHBC that their boat will be away from the slip for a period of time. Open member slips may be temporarily made available to other transient boats, such as visiting ILYA members or for special events at LHBC discretion.
7. **Written, Non-Assignable Agreement Required.** No slip may be occupied without a current Dock Agreement or Overnight Rental Agreement indicating the slip to be occupied and identifying the occupant boat and its owner, signed by the member or visitor and an authorized LHBC representative. All assignments, transfers, or trading of slips must be reviewed and approved by the Marina Committee. Any rights granted a member or guest under these agreements are personal to the member/guest and are not assignable to any other party. Sub-Letting will not be permitted.
8. **Maximum Boat Size.** Boats occupying slips shall not exceed the maximum overall length and width requirements established by the Marina Committee for each slip. A boat's overall length and width shall include all marine extensions as docked.
9. **Authority.** The Operations Manager is the Board of Trustees' designated leasing representative and as such shall be responsible for compliance with these policies and procedures. The Marina Committee is the Board of Trustees' designated representative for maintenance of these policies and procedures.

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## WAITING LIST POLICIES

1. Only LHBC members in good standing are permitted to apply for a place on the Dock Waiting List. Any membership type may apply. Waiting List applications must be received by October 31 to be considered at the November meeting. Wait Listed Members (WLs) shall consist of those who have completed an LHBC Wait List application.
2. The Operations Manager will maintain two separate Wait Lists. One list is for current dockers seeking a preferred dock, the other for members seeking entry into the marina. Current Dockers requesting a dock for a second boat do not receive preferential treatment and will be listed on the Entry list.
3. Waiting Lists will be available for review at the Gas Dock during regular business hours during the boating season and by appointment out of season.

## AWARDING OF SLIPS

1. **Available Slips.** Vacant slips not renewed by November 1<sup>st</sup> will be offered each year to WLs at the in November Board of Trustee's Meeting. Vacant slips remaining or becoming available after the Annual Meeting will be rented for the season at the discretion of LHBC.
2. **Procedure** The Annual Dock Awards Meeting will be held during the November Board meeting. Only properly registered WLs, or their representative holding an original Power of Attorney, may participate. The Marina Committee will conduct the meeting. All vacant slips as of November 1, plus slips vacated as a result of the awards process, will be available to the participants. Current dockers will have first choice of available slips according to their placement on waiting list. Members on entry waiting list will then have choice of slips according to their placement on waiting list.
3. **Priority Order.** A seniority system shall be used for the allocation of limited Club resources including, but not limited to assignment of dock, dry-sail and winter storage space.
  - a.) Seniority shall be based on the most recent period of continuous Active and / or Lifetime membership, with the equivalent of one extra year for each full term of service on the Board during the most recent continuous period of Active and /or Lifetime membership.
  - b.) Social membership does not accumulate seniority.
4. **Completing the Process.** A Member who is awarded a different or new slip will immediately sign a new dock agreement for the slip awarded, furnish proof of insurance, and money necessary to meet a 20% deposit.
5. If there is a current leasing agreement in effect with the member, that agreement will be ended and deposit or payments made will be applied to the new leasing agreement. Failure to comply will result in the slip being awarded to the next member on waiting list.
6. **Availability and Size.** No boat may exceed the size of the dock (see #8 under General Rules). However, if a dock is not available for the size of boat the docker owns, then the next size up may be leased until such time as the proper size becomes available at no additional cost to the docker. If the docker pays the difference for the larger dock, they may keep that dock.