

Section 1 - USE OF FACILITIES

Access and Use of the Charleston Boat Club Ground and Facilities

1. The use and access of the Club grounds and facilities are available to Club members, their immediate family, guests of members and registered transient boaters.
 - a. Immediate family includes only a member of the family who is a spouse or single and under the age of twenty five (25) and who is living in the home of the member.
 - b. Guests may include anyone, but must always be accompanied by a Club member or one of the members of the immediate family.
 - c. The Club member is directly responsible for the conduct and actions of both guests and members of their family.
 - d. For their own safety, all members and guests must wear shoes at all times while walking on gunnels, walkways and docks.
2. Children under the age of twelve (12) must wear a life jacket and be accompanied by an adult. WV State law requires children under twelve (12) to wear a life jacket in an open boat that is underway. This Rule is necessary because of the constant flow of water under the dock.
3. A curfew of 10:00 PM is binding on all minors unless accompanied by their parents.
4. In the event that a member does not have a boat in their assigned slip, the Club has the right to use that slip for transient boaters. If a member's slip is vacant for the winter and the Club has given the member notice, the Club may use the slip for winter storage of other member's boats. Any income generated by such assignments shall be the property of the Club.
5. Members may not permit anyone to use their assigned slip without the permission of the Mooring Chairman.
6. If a member is going to have their boat away from the dock overnight, it is recommended that the Harbor House Chairman or dock staff be notified of the timeframe the slip will be vacant.
7. Restrooms and shower facilities are not public facilities and are for the use of Club members, their immediate family, their guests and transient boaters.
8. The television is only to be used for Club functions authorized by the Board of Directors.

Section 2 - OFF LIMIT AREAS

1. Tool room: No member is allowed in the tool room unless accompanied by the Harbor House Chairman or staff member. Members must sign for and be responsible for the replacement or return of any tools or equipment borrowed from the tool room. Except for the battery jumper or jump starter, power tools are not to be loaned to Club members for their personal use.

Section 3 – MEMBERSHIP DUES AND SLIP FEES

1. Membership dues - Annual membership expires on July 1st of each year and payment is due by August 15th. If payment has not been received in full by August 15th, the member is considered delinquent and will be assessed an additional \$125.00 penalty and delinquency fee. Notice will be provided by means of a certified letter sent to the delinquent member's address on file. If original payment and subsequent penalty and delinquency fee have not been received in full by August 31st, the membership will be terminated.

- July 1st- memberships expire
- August 15th- Membership payment is due
- August 16th- \$125.00 penalty and delinquency fee added to bill and certified letter sent to delinquent member.
- August 31st- Membership terminated.

The termination of any membership results in immediate denied access to Club facilities (key card deactivated), loss of slip assignment to mooring members, and loss of seniority.

As per CBC bylaws, a terminated member may solicit the Board of Governors at the next regular stated Board meeting for reinstatement. Should the Board approve a reinstatement by vote, seniority will begin that day. Mooring members will be required to re-bid on any previously awarded slip.

2. Slip Fees – Slips expire January 1st of each year and payment is due by February 15th. If payment has not been received in full by February 15th, the member is considered delinquent and will be assessed an additional \$125.00 penalty and delinquency fee. Notice will be provided by means of a certified letter sent to the delinquent member's address on file. If original payment and subsequent penalty and delinquency fee have not been received in full by March 1st, the membership will be terminated.

- January 1st – Slips expire
- February 15th – Slip fee payment is due
- February 16th - \$125.00penalty and delinquency fee added to bill and certified letter sent to delinquent member.
- March 1st – Membership terminated.

The termination of any membership results in immediate denied access to Club facilities (key card deactivated), loss of slip assignment to mooring members, and loss of seniority.

As per CBC bylaws, a terminated member may solicit the Board of Governors at the next regular stated Board meeting for reinstatement. Should the Board approve a reinstatement by vote, seniority will begin that day. Mooring members will be required to re-bid on any previously awarded slip.

3. Any New Mooring member assigned a slip will have the price prorated for the year to include payment for the month in which they are assigned a slip and each remaining months of the calendar year. New Mooring member includes new members to the CBC as well as non-mooring members that are assigned a slip.
4. After the slip fee has been paid for the whole year, if the member vacates the slip before July 1st, the member will be rebated for the six months remaining. If vacated after July 1st, no money will be refunded.
5. If a member wishes to vacate a slip or terminate their membership, they need to notify the Secretary or Mooring Chairman in writing to: The Charleston Boat Club, PO Box 2671, Charleston, WV 25304. This will allow the member to receive proper credit and prevent unnecessary billing.

Section 4 – GENERAL

1. No installation or attachment of any type may be made on Club premises without prior approval of the Gunnel Chairman. No boat house may be attached to the Club premises. Flotation or any member owned facility adjudged to be dangerous, unsightly or potentially damaging to members, property of members, the Club, or the general public, must be removed or repaired, as directed by the Gunnel Chairman, within 30 days of receipt of written notice from the Board of Directors.
2. AC power supplies will be checked periodically. Members will be responsible for any problems beyond the Club provided outlet.
3. All trash and garbage will be deposited in the dumpsters located in the parking area.
4. The Club accepts no liability or other responsibility for any loss or damage to the member's boat or other property while in the custody of the Club or otherwise located on Club property.
5. All purchase of gasoline, ice, or any other items from the Harbor House will be paid for with cash, credit card or personal check for the amount of the purchase only. Any returned checks will be charged a fee of \$50.00. All credit card purchases will be charged an additional convenience fee customary to the time of the purchase.
6. In all inside slips ("E" Slips), boats shall not exceed 23' LOA and outdrives shall be left in the "down" position. Mooring any boat over 23' LOA that will fit and not protrude onto the gunnel or block the channel shall be left to the Mooring Chairman's discretion.
7. Members shall be responsible for any costs associated with any damages created by them, their guests or their equipment including, but not limited to, spill containment for any fuel spills.
8. Members shall not loan or otherwise give their gate key to anyone other than his/her immediate family.
9. If a member becomes delinquent in the payment of Club dues or slip rental, his/her gate key will be deactivated. The Staff will be notified not to allow the member access past the gate until the delinquency is resolved.
10. Any member that uses outside vendors (local boat repair/maintenance businesses) to perform work on their boat shall require the vendor to provide proof of Coverage for Liability Insurance and Worker's Compensation.
11. Members are required to provide Proof of Insurance and to name the Charleston Boat Club, PO Box 2671, Charleston, WV 25330 as "Additional Insured" for the boat to be docked at the Club. This ensures that each member has liability insurance and the Club will automatically receive annual notice of the coverage.
12. For boats docked in covered slips, the maximum length is defined as not to protrude over the gunnel so as to create an obstruction or safety hazard".

Section 5 - PARKING LOT

1. The parking lot is for the exclusive use of members and their invited guests. Members are encouraged to limit the number of guest cars. During Memorial Day, Independence Day, and Labor Day weekends the Commodore may restrict parking to members only.
2. Boat trailers may not be left or parked in any area without permission of the Grounds Committee Chairman.

Section 6 - SPEED LIMITS

1. Automobiles — 5MPH
2. Boats — NO WAKE - Maximum speed adjacent to dock is 3 mph.

Section 7 - CONDUCT

1. We welcome boaters to our Club who exhibit courteous manners and observe safety measures expected of qualified boaters.
2. No offensive language.
3. NO SKIING, SWIMMING OR SCUBA DIVING from the docks or in the immediate vicinity of the Club property. Cooking permitted on grills provided on the bank or at Club functions by the Social Committee on the Club gas grill. No open flames of any type on moored boats, gunnel or docks.
4. No fishing from walkways, gunnel, gas dock or moored boats.
5. NO SMOKING on or near the gas dock.
6. No cell phones shall be used in the immediate vicinity of the gas pumps or on a boat being fueled.
7. No reckless handling of boats.
8. No personal watercraft allowed to tie up to the gunnel, slips or gas dock. No mooring along the gas dock or wash dock except for the purpose of fueling, loading passengers or washing a boat, all of which must be done in a reasonable period of time.
9. NO FUEL MAY BE CARRIED ONTO THE DOCKS except for emergency situations. Fuel or hazardous materials shall not be stored on gunnels, in dock boxes or on walkways.
10. Hours to purchase gas are posted on the Harbor House.
11. All animals shall be on leash at all times while on Club property.
12. Shoes shall be worn at all times on walkways, docks and gunnels.

Section 8 - PERSONAL WATERCRAFT (JET SKI)

1. All rules in place for members with a second vessel moored will apply.
2. Member must submit insurance certificate with Charleston Boat Club as "Additionally Insured" prior to personal watercraft being moored.
3. Designated location of mooring to be assigned by mooring committee along with designated flotation device to use which is to be purchased by member.
4. Member or spouse must accompany vessel operators under the age of 18 any time boarding or unboarding at Boat Club.
5. Member to ensure operator has taken boating safety course if age dictates and will be 100% responsible for the actions including adhering to all guidelines in the House Rules and By-Laws of any non-member operator.
6. Personal Watercraft operator must yield to larger vessels and no wake policy.
7. Fueling will be permitted at fuel dock once Personal Watercraft flotation has been installed. Shoes will need to be worn along with the other fueling requirements currently in place.