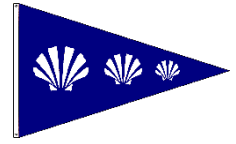


SPRING BAY BOAT CLUB CLUB RULES

July 2021



The Spring Bay Boat Club reserves the right to amend or change these rules as and when necessary.

MARINA & HARDSTAND

1. **All boats berthed in the SBBC marina and boats and trailers on the hardstand are stored at the owners' risk.**
2. Marina and hard-stand users must be financial members of the Club and are required to complete a lease agreement. Special dispensation may be made for visitors by individual agreement with Club officials.
3. The SBBC executive management group reserves the right to refuse admission to, remove from, or relocate any trailer or vessel in the marina or hard-stand if necessary.
4. All boats in the marina and hard-stand area must have a current Certificate of Insurance, including Third Party and Public Liability of not less than A\$10,000,000 for any one incident. A copy of the current certificate of insurance must be lodged with the Marina Manager or representative if requested.
5. All full-time trailers on the hard-stand and vessels in the marina are subject to lease fees which are to be paid in advance of each lease period. This fee is calculated on vessel length and beam (for Marina) and/or area occupied (for Hardstand). (See rates table)
6. All trailers must fit within the size limits of the designated space and be engineered to a high standard. Members' insurance companies must be advised of trailer specifications. Vehicles and trailers are to be parked in the area specifically allocated to owners and **must not obstruct roadways or the wash-down pad.**
7. Each fixed berth lessee will be invoiced at the end of May and floating berth lessees will be invoiced in December. Payment is due within 30 days of invoice date for the following 12-month period. Casual users will be invoiced as required.
8. All full-time lease trailers will be subject to the nomination of **one single responsible owner** and vessel. Additional users of that trailer will be subject to a once annual charge as outlined in the Schedule of Rates.
9. Full time marina lessees who also lease trailer space pay only trailer area charges without a site fee.
10. Any vessels or trailers with unpaid or overdue fees are liable to be removed from the marina or hard-stand at the owner's expense.
11. One month's notice by the lessee is to be given the Club in writing prior to discontinuing a lease.
12. Changes in ownership of marina vessels or nominated trailer owners must be notified to the Club as soon as they occur. Marina berths are not transferable.
13. Vessel haul-out is the sole responsibility of the owner. SBBC accepts no liability.
14. All equipment, trailers, towing vehicles and associated machinery must be of sound construction and well maintained. SBBC executive officers reserve the right to issue a STOP WORK notice on any equipment they deem not fit for purpose.
15. Trailers must be parked in the area allocated by the Marina Manager and kept safe, clean and tidy. All equipment – ladders, trestles etc must be taken off site when not in use.
16. Washing down of boats must be done on the special area provided and **not** at the launching ramp after retrieval. The boat owner must clean up any mess caused. A clean-up levy may be applied if the wash-down area is left untidy.
17. Toilets, chemicals and oily bilges must not be discharged into the water, the marina, hard-stand area or waste bin.
18. Waste oil must not be placed in the waste bin but in the special receptacle, if provided, or taken off-site.

19. Children must always be accompanied by an adult and be supervised to ensure they are safe.
20. Club toilets and showers must be left clean and tidy and any problems reported to the Marina Manager or Club Secretary.
21. Animals are permitted on site provided they do not disturb others. **Owners are responsible for cleaning up after their pets.**
22. Tenders must be identified with the name on the transom or other conspicuous place and be chained and locked if practical to do so.
23. Laundry must not be hung visibly on boats to dry.
24. Swimming is not permitted in the marina area except by qualified working divers.
25. Trades people must have liability insurance before entering the marina or hardstand area to carry out any work and be able to produce a certificate of currency if requested by the Marina Manager or Club representative.
26. It is preferred that all refueling of vessels takes place off site. All boat owners are to read **Safe Refueling Guidelines on SBBC website.** No bulk fuel to be stored on site.
27. Commercially operated vessels must not use Club premises for loading or unloading passengers.
28. Mains electrical power is not to be connected to vessels that are not checked regularly. All boat owners are to familiarize themselves with **Rules for Electricity Use on SBBC Website.** All marina berth power outlets are individually metered and usage will be invoiced quarterly.
29. Lessees are required to notify the Marina Manager or Club Secretary if a berth is going to be vacant for more than one week.
30. Marina berths CANNOT be sublet or loaned to another person by the lessee unless provided in a current 10-year Lease Agreement. If a berth, not subject to a 10-year lease, is vacated at any time the Club retains all rights to temporarily re-let it at the rate published from time to time. For "fixed" berths, the Club will credit the lessee's account with 50% of moneys collected in excess of \$150 on each individual occasion during the currency of the lease. Floating berth lessees will be credited 80% of collections in excess of \$150 on each occasion. All berths (except those held on long term leases) are subject to renewal annually.
31. Gate access cards are available for issue, upon application, to financial members of SBBC Inc. for a nominal fee as set from time to time.
32. A maximum of two cards per member may be issued.
33. **The card is for the sole use of the member to whom it is issued and is not to be loaned or transferred to any other person.** Access may be withdrawn by remote de-activation of the card at any time by SBBC executive officers if the conditions of use are deemed to have been breached. Security of club premises is paramount.
34. Temporary cards are available from the Secretary for short term use by tradesman/contractors/helpers etc. who may need access. Temporary cards must be signed for and remain the responsibility of the club member. A deposit will be charged for temporary cards. Temporary cards will be de-activated at the close of the nominated issue period.
35. Lost or stolen cards must be reported to the Club Secretary as soon as possible to enable de-activation. Replacement cards will be charged at a nominal fee.
36. Cards will be de-activated if membership, marina or hardstand fees become overdue.
37. The gate must be kept closed at all times except by special arrangement.
38. All gate entries and exits are logged for security purposes.

NOTE: It is not recommended to store cards in wallets where they may bend and break the internal aerial rendering them unusable.