

# **BIG SANDY ASSOCIATION**

## **BOAT SLIP AGREEMENT**

This Big Sandy Boat Slip Usage Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2011 (the "Effective Date") by and between Big Sandy Association (Association), Bridgton, Maine and \_\_\_\_\_ ("Slip Holder") a Big Sandy Association Member with an address at \_\_\_\_\_.

### **1. Authorization**

In 2004, the members of the Big Sandy Association voted to accept a proposal to provide a limited docking facility at the Big Sandy beach area. The facility is to be limited to construction as outlined in the proposal presented by the interested members, and shall be constructed each year at the same location and as presented in the configuration proposed and approved by vote, subject only to minor variations dictated by the topography of the beach area. No expansion or major variation of the dock configuration, number of slips or other attributes of the original proposal as approved shall be permitted without a majority of the membership at the Annual Meeting of the Association.

### **2. Initial Funding**

The initial group of those proposing a docking facility shall be responsible for funding three classes of expenses: capital costs, Spring installation and Fall dismantling and storage costs, and so-called "incidental costs". "Capital Costs" are defined as the cost to purchase the dock materials and hardware. Installation shall include initial delivery cost to the Big Sandy site. "Incidental costs" shall include safety devices such as fire extinguishers, safety flotation devices, routine hardware replacement costs, stabilization anchors if necessary and the like. Items and/or costs not clearly enumerated in this AGREEMENT shall be classified by the Dock Manager (Defined later in this AGREEMENT) with the approval of the Directors.

All of the above costs shall be separately enumerated according to this AGREEMENT by the Dock Manager in order that the Treasurer can determine which initial costs will be refundable to a slip holder when the slip holder relinquishes the slip and a new slip holder takes his/her place, and which costs are determined to be annual maintenance costs not refundable.

ALL FUNDS shall be submitted to the Treasurer and passed through or held in the Association bank account and all original bills shall be submitted by the Dock Manager to the Treasurer for payment.

### **3. Purpose**

The purpose of this agreement is to implement the Big Sandy Dock Proposal that was accepted by the Association by clearly establishing the rights, obligations and responsibilities of the Association and the Slip Holder with respect to the dock and the boat slips.

### **4. Scope**

This agreement will establish the rights, obligations and responsibilities of the Association and the Slip Holder with respect to the purchase, installation, maintenance, repair, insurance, seasonal installation and removal, safety regulations and all other related issues with respect the dock and boat slips at Big Sandy Beach.

### **5. Nature and Governing Laws**

The nature of this agreement is a legally binding contract. This agreement and the parties to it are subject to the terms and conditions of this agreement, the laws of the State of Maine, the Articles of Incorporation of the Big Sandy Association, the Bylaws of the Big Sandy Association, and the Rules and Regulations of the Big Sandy Association.

### **6. Purchase of the Dock**

The Association agrees to purchase the dock based on the funding authorization and the collection of capital funds provided by the initial group of Slip Holders. The Slip Holder agrees to provide his or her proportionate share of the cost of the dock. The capital cost shall include delivery and initial installation.

### **7. Ownership of the Dock**

The Association will own the dock, since it will be constructed with access from the common beach area owned by the Association. The Association is ultimately legally responsible for the dock and through the Board of Directors may exercise all power granted to it by the Bylaws.

### **8. Right to the Use of a Boat Slip**

The slips are reserved for the noncommercial, personal use of the Slip Holders. As consideration for providing the funds to the Association to purchase the dock, the Slip Holder shall receive in return an annual, renewable right to the use of a designated slip. This right shall be renewable each year last as long as the Slip Holder owns his or her property at Big Sandy, a requirement for membership in the Association, and is a member of the Association in good standing as defined by the Association's Bylaws. However, this right to use of a slip is conditional upon and subject to fulfillment of all of the obligations enumerated in this agreement.

## **9. Obligations of the Slip Holder**

The Slip Holder agrees to pay to the Association his or her proportional share for the purchase, delivery and initial installation of the dock (Capital Costs).

The Slip Holder agrees to pay to the Association his or her proportional share of the ongoing dock "incidental costs," to include such items as insurance, maintenance, repair, taxes (if any), seasonal installation, removal of the dock. and any other expenses classified as Incidental Costs.

The Slip Holder agrees to maintain membership in the Association in good standing as defined by the bylaws of the Big Sandy Association. This means that the Slip Holder shall remain current in all dues, assessments and slip fees (see Annual Slip Fee, below).

The Slip Holder agrees to comply with the posted rules and regulations of the dock and other rules and regulations of the Association.

The Slip Holder agrees to comply the laws, rules and regulations of the State of Maine pertaining to the operation of watercraft.

## **10. Annual Slip Fee**

The Slip Holder agrees to pay the Association an annual slip fee. The slip fee represents the Slip Holder's proportional cost of the incidental costs as outlined previously. In other words, the Slip Holder shall pay his or her proportional share of any costs incurred by the Association with respect to the dock. The fee shall be calculated as a proportional share of the annual dock budget. The fee shall be due and payable within 30 days or receipt of an invoice from the Treasurer. The slip fees shall be treated as, and shall be deemed to be, supplementary dues as defined by and subject to the Bylaws.

## **11. Obligations of the Association**

The Association agrees to file all annual documents and pay all annual fees to remain a corporation in good standing in the State of Maine.

The Association agrees to maintain liability insurance on the road, beach and common areas.

The Association agrees to add and maintain liability and property insurance on the dock.

The Association agrees to exercise through the Board of Directors the power conferred on it by the Bylaws to enforce the provisions of this agreement to protect the right of the Slip Holder to the exclusive use of his or her slip.

## **12. Management**

Each year the Board will appoint one of the Slip Holders as a Dock Manager. The Dock Manager shall be the primary contact person between the Association and the Slip Holders. He or she shall implement and oversee the implementation and enforcement of the rules and regulations of the dock. He or she shall submit an annual budget to the Treasurer for Incidental Costs. The budget shall include such items as insurance, seasonal installation and removal, repair, maintenance and taxes, if any. The Dock Manager shall be responsible for the day-to-day routine management of the dock. The Dock Manager shall deal with the customary routine miscellaneous matters that arise in the use and operation of a dock.

## **13. Renewable Term of Slip Use**

Each year, the term of the slip use shall be a six -month period from May to October. The Dock Manager shall determine the specific dates of installation and removal. The Slip Holder has the right to renew his or her term each year provided he or she has fulfilled all of his or her obligations enumerated in this agreement and remains a member of the Association in good standing.

## **14. New Slip Holders**

Only members of the Association in good standing or the Association itself are eligible to acquire the use of a slip. He or she (or the Association) shall submit his or her request to the Dock Manager who shall maintain a list of interested members. Priority is based on the date of the request to the Dock Manager in the form of an email or letter. Once notified of an available slip and the issuance of a bill by the Association Treasurer, the new Slip Holder must provide the initial capital contribution within 30 days of notification. If the capital contribution is not received, the member will forfeit their priority and the next member on the list will be notified as outlined above.

## **15. Vacant Slips; Reimbursement of Other Slip Holders**

In the event that there is a vacant slip, the new Slip Holder candidate shall contribute the initial capital cost with a check payable to the Big Sandy Association. The amount will be based on the proportionate basis for the cost of the initial Capital Cost of the dock which was established as \$12,000.00. The Capital Cost to the new Slip Holder will be the same as if the new Slip Holder had been an initial Slip Holder. There are six initial Slip Holders and the Capital Cost of the dock is \$12,000 or \$2000 per initial Slip User. In the event there is an incremental seventh Slip Holder, the initial capital cost will be calculated at 1/7 of \$12,000. The 1/7 capital cost will be distributed to the current Slip Holders on a proportionate basis.

## **16. Termination of Interest**

The Slip Holder shall have the right to terminate his or her interest in the slip by notifying the Dock Manager who shall notify the Board and Treasurer. Reimbursement to Slip Holders who have paid the initial proportionate share of the capital cost of the initial usage fee (the proportional share of the Capital Cost of the dock) will be deferred until such time as another member of the Association becomes a Slip Holder and completes their initial Capital Costs contribution. Once a Member becomes a Slip Holder and pays his or her proportional share of the capital cost, the former Slip Holder shall be reimbursed promptly. A Slip Holder who has paid the initial Capital Cost is entitled to reimbursement based on Capital Costs, net of any distributions. The terminating Slip Holder who remains a Member of the Association is responsible for the ongoing slip fees until a new Slip Holder replaces him or her. If these fees are not paid, they may be deducted from any reimbursement of contributed capital costs.

## **17. Rules and Regulations**

The Slip Holder agrees to abide by the following rules and regulations of the Big Sandy Dock: These rules may be updated by the Dock Manager from time to time as necessary and ratified its Board of Directors.

- No child under age 12 will be permitted on the dock without being accompanied or supervised by an adult.
- Any child under age 12 shall wear a lifejacket.
- No diving or jumping off the dock.
- No running on the dock.
- No personal property or other debris is to be left behind on the dock.
- The boat slips are reserved for the Slip Holders.
- The Slip Holder is responsible for the conduct of his or her children on the dock.

## **18. Enforcement and Remedies**

It is presumed and envisioned that any unforeseen problems and disputes that may arise will be resolved in a reasonable manner based upon good will and mutual respect. By the power conferred upon it by the Bylaws, the Board of Directors is authorized to implement this AGREEMENT by enforcing compliance with its provisions in order to promote the safety and well-being of all members of the Association, including the Slip Holders. Repeated flagrant, serious abuses and violations of the Rules and Regulations of the Big Sandy Dock, the Association or the laws of the State of Maine pertaining to watercraft are grounds for non-renewal of the slip term. In extreme cases posing an imminent threat to the safety of Association members or Slip Holders, the Board may suspend or revoke the right to use of a slip. The Slip Holder who has paid the initial capital cost still retains the right of proportional reimbursement. The parties to this agreement are subject to the laws of the State of Maine and retain all rights and remedies provided by law.

**Big Sandy Association,**

**By the Directors.**

\_\_\_\_\_  
**Paul Mishkin**

\_\_\_\_\_  
**Eric Miller**

\_\_\_\_\_  
**Brenda Dumas**

\_\_\_\_\_  
**Slip Holder**

\_\_\_\_\_  
**Date**