



# Carrabelle Boat Club Association (CBCA) Rules & Regulations

Owners and Renters hereby acknowledge notification and agreement to the following rules and regulations:

CBCA is operated and managed by CBCA Board of Directors.

## 1. **Launch and Retrieval Procedures and Guidelines:**

- A. To launch boat, contact CBCA at (850) 697-5500. CBCA management requests a 45-minute notice to properly schedule the launch, 1 hour if the boat needs fuel. To assure retrieval prior to closing, stage boat at launch/retrieval gantry 30 minutes prior to close of business.
- B. Boats will be launched and retrieved upon the request of the owner or by designated representatives as provided herein. Owners who desire to allow others use of their boat must provide management with the names of such authorized users in writing. It is the owner's responsibility to require that such authorized users are informed and abide by the contract provisions and these "Rules and Regulations". Owners are responsible for users' risk, actions and behavior. C. Only boats with accounts not in arrears will be launched.
- D. Operating hours are generally from 8:00 A.M. until 5:00 P.M. six days a week. These hours may be adjusted by written notice based upon season.
- E. Boats left in the water and outside on dry racks are at the sole risk and liability of boat owner.
- F. The floating docks immediately adjacent to the launch gantry are provided as a courtesy for the owners use. The two launch slips are to be always operational and are not available for overnight launch and/or mooring. Transient docks are available once a boat is launched on a first come first serve basis.

- G. To expedite retrieval of boats, the CBCA asks that the boat owner notify the staff when finished with the boat and is ready for the boat to be retrieved from the water.
- H. The Boat owner is responsible for folding down tops, antennas, outriggers, or other attachments, and shutting off battery switches. All motors shall be placed in the down position. Fully retracting trim tabs is a must. **CBCA shall not be responsible for damage to trim tabs, step hulls and/or air induction notches, transom mounted hardware or any other objects protruding beyond the normal configuration of the hull.**
- I. Required Fit Tolerance Minimum Clearances: 4” per side of boat, 8” vertical clearance. Management reserves the right in to restrict movement or refuse to load/unload boats based upon safety or other operational/clearance/structural issues.
- J. CBCA staff will freshwater rinse from the rub rail down and flush motors (**only those with the appropriate flush kits**) before placing boat in storage rack. This service is provided as a courtesy to the boat owner. If the owner so chooses, CBCA staff will place boat on wash rack and allow the owner to perform these or other limited additional activities. The extent of the additional activities is at the discretion of the CBCA management.

2. **Minimum Boat Equipment Requirements:** All boats shall be equipped with the following:

- A. Removable drain plug.
- B. Battery shut off switch. All switches must be switched to off position by owner prior to storage.
- C. A bilge pump with automatic switch.
- D. Owner must have adequate mooring lines.
- E. Any boat with holding tanks shall have the proper equipment to abide by Florida Statute 327.53 Marine Sanitation guidelines when discharging sewage.
- F. Cat Hulled boats with appropriate specialized adaptor racks will be stored on floor level spaces only.

3. **Repairs and Maintenance Activities**

- A. Any modification that will change the profile, or outside dimension, of the vessel, should be discussed with marina management.
- B. All maintenance activities will be performed in approved areas only (wash racks). Owners will not be allowed to work on boats within dry storage barn. If the Owner desires to perform activities on a boat, please notify the CBCA staff, which will retrieve the owner’s

boat and locate it in an approved area. Time will be limited to availability of outside racks and staff discretion.

- C. Items shall not be placed on or removed from boats while inside the dry storage barn.
- D. Outside wash racks will be made available on a first come first serve basis. These racks should be scheduled in advance.
- E. Activities will not involve hazardous chemicals, spirits, sanding, painting, or the use of flammable liquids. Changing of any engine fuels is not permitted. Owners are responsible to clean up wash rack areas and any environmental damage. No boat cleaning materials containing phosphates shall be utilized on CBCA property.
- F. All repairs and maintenance activities performed shall be at the discretion of management.
- G. CBCA is not responsible for items left unattended.
- H. No repairs to boats may be made within the CBCA property by anyone other than approved outside contractors. No outside service or repairs will be performed on the property of CBCA without the prior approval of CBCA. Contractors and vendors must sign in and out with CBCA management daily.
- I. Parking for service vehicles is in designated parking areas only. Vehicles not permitted in dry storage forklift operations area.

**NOTE: At no time may electrically power cords or battery chargers be operated or connected while boat is stored inside barn. Boats found in violation will be immediately disconnected and placed outside on work/wash rack.**

- 4. **Storage/Service Area.** Owners and their guests are not allowed in the dry storage barn or service area at any time unless accompanied by a CBCA staff member.
- 5. **Trailer Storage.** CBCA has **no** provisions for storing trailers. Trailers will not be allowed to remain or be stored on the property. Owners wishing to have boats loaded or removed from a trailer will be scheduled as not to interfere with boat launching and retrieval. A service fee will be charged pursuant to currently published CBCA fees.
- 6. **Refuse Disposal.** CBCA is an Environmentally Sensitive Area. Pursuant to the Federal Water Pollution Control Acts (33 U.S.C. Section 1321 – prohibiting discharge of oil or oily water; 33 U.S.C. Section 1322 – prohibiting discharge of untreated sewage) and all other Federal, State, County and municipal laws and regulations, no person shall discharge oil, spirits, inflammable liquids, any foreign substance or oil bilge water into the water. Refuse shall not be thrown or otherwise disposed of into the waters. All refuse and waste (with the exception of motor oil, batteries, gas, diesel, or other hazardous material) shall

be deposited in cans supplied for that purpose. Notify CBCA employees about any item that will not fit in these cans and disposal will be arranged.

7. **Public Nuisance/Noise.** Owners should conduct themselves at all times while at CBC in a manner so as not to annoy, harass, or become a nuisance to other Owners, patrons and guests. Noise must be kept to a minimum at all times. A mandatory “Quiet Time” will take effect every evening at 11:00 PM until 6:00 AM the following morning. Owners and Patrons should use reasonable discretion when operating engines, generators, radios, stereos and television sets so as not to create a nuisance or disturbance.
8. **Pets.** All pets must be on a leash or under voice control when moving through the CBCA Premises. Owners must make sure to curb all pets before entering CBCA and are expected to immediately clean any animal waste expelled by their pets. CBCA at its sole discretion, may ban from the Premises any pet it deems to be a nuisance. No animals will be permitted inside clubhouse.
9. **No wake area.** CBCA waters and Postun Bayou entrance channel is a minimum wake area.
10. **Fish Cleaning.** Fish cleaning of any kind will not be permitted on docks or parking areas. The cleaning of fish shall only be done at a place or places designated by CBCA (fish cleaning station).
11. **Cooking.** No cooking shall be allowed on any docks or in the parking lot, unless approved by CBCA management.
12. **Advertising/Soliciting.** Advertising or soliciting shall not be permitted on any boat within CBCA. Neither the boat nor pier shall be used for business purposes without the prior consent of CBCA. No owner shall use a boat or pier as a business address.
13. **No Swimming/Fishing.** Swimming, diving, or fishing shall not be permitted from any dock, pier, or any attachments thereto.
14. **Storage.** Owners shall not store supplies, materials, accessories or debris on walkways or piers and shall not construct thereon any lockers, chest, cabinets or similar structures, nor alter in any form or fashion, the docks and related structures and property of CBCA. Likewise, items inside the barn must be stored in/on the boat or storage unit.

15. **Leasing.** Owner agrees to be fully responsible for all acts of Lessee (including guests of Lessee) while on CBCA property and agrees to provide a copy of Lessee's certificate of insurance.

Rental contracts for leased racks shall be for a minimum of 90 days and shall be submitted to the office. Member's renters will not be allowed to store their boats in the member's slips until the contract is received.

Lessee boats will not be launched or placed on a work rack/trailer if Owner is in arrears for dues or assessments. Those more than 90 days in arrears will be stored outside on wash rack until resolved.

16. **Insurance.** It is expressly agreed by the Boat Owner that CBCA is not in any way an insurer of the Boat Owner's property or family, invitees, employees, or agents. Boat Owner covenants and agrees to at all times maintain, in full force and effect, comprehensive bodily injury and property damage liability insurance with a minimum limit of \$300,000.00 per occurrence. Such insurance shall cover all property damage, personal injury or death arising from or connected with the use of CBCA docks or Vessel, and the berthing of the Vessel, by Boat Owner, Crew and Boat Owner's family members, guests, agents, and invitees. Boat Owner agrees, and the insurance shall provide, that the Boat Owner's insurance shall always be primary, regardless of whether CBCA has any collectible insurance. Further, Boat Owner is required to name Carrabelle Boat Club Association as additional insured on the certificate of insurance. All policies of insurance required to be carried by the Boat Owner for CBCA, and the Demised Premises, or personal property or fixtures in CBCA or in the Demised Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

A. CBCA **DOES NOT** insure Boat Owner against fire, theft, vandalism, sinking, storm surge or windstorm damage or any other loss or casualty to Boat Owner's boat, its equipment (Including but not limited to electronics, tackle, personal gear etc.) or any other property in, on or about owner's boat.

B. Boat Owner's lease of the space is solely at Boat Owner's risk with "as is" boat bunking. Lessee agrees to hold harmless CBCA for damage to hull, including step hulls and/or air induction notches, engine cowlings, lower units, etc. due to bunks or fork lift pads or lack thereof. If in doubt, CBCA recommends Lessee seek the advice of the boat manufacturer and/or a reputable engineer/boat surveyor as to proper bunking. Boat owner acknowledges boat may slip on forklift pads. CBCA will not be responsible for cowling damage in this regard.

C. Boat Owner acknowledges that Boat Owner will be responsible for any and all damages Boat Owner or their invited guests may cause to other boats or to the structure or facilities of the CBCA property. Owner further agrees to indemnify CBCA and hold harmless in event of injury as a result from use of facility.

17. **Seaworthiness.** Only vessels in seaworthy condition and under their own power will be permitted to enter CBCA and occupy a slip/rack. Any vessel experiencing leakage must be repaired immediately or be removed from CBCA. Charges for any such removal by CBCA will be assessed to Owner. Vessels, including topsides, must be always kept in shipshape conditions.

18. **Emergency Situations.** In an emergency (including but not limited to, hurricanes, tornadoes, fires, and acts of God), CBCA shall be permitted to move or secure Boat Owner's unattended Vessel. However, **CBCA is not required to provide this service.** In the event such service is provided, Boat Owner will be billed, and Boat Owner shall be required to pay all costs incurred by CBCA in association with such act. Boat Owner shall hold CBCA safe and harmless from any and all liability, injury, loss of or damage resulting to Boat Owner's Vessel due to an emergency situation and shall also hold the CBCA and employees or agents harmless for any losses resulting from their negligence pursuant to their actions during such a situation. It is also understood that Boat Owner shall indemnify CBCA for any and all injury, loss, and damage resulting from Boat Owner's Vessel due to an emergency situation.

19. **Maritime Lien.** CBCA shall have a maritime lien against the above described Vessel, her appurtenances and contents, for unpaid sums due for the use of dock facilities, services and supplies furnished to the Vessel, or for damages caused or contributed to by the above described Vessel, or by the Boat Owner or operator and their guests or agents to any docks or property, both personal and real, or CBCA or of any other person or vessel at CBCA, or on its premises. The term "services" includes, but is not limited to, telephones, electricity, power cords, water, supplies, equipment, etc.

**NOTE: CBCA also reserves the right to utilize the following remedy provided by Florida Statute pursuant to Undocumented Vessels:**

IN THE EVENT A VESSEL OWNER FAILS TO PAY RENT FOR A PERIOD OF SIX MONTHS OR SERVICE CHARGES FOR A PERIOD OF THREE MONTHS, THEN MARINA, AFTER PROVIDING A NOTICE OF NONJUDICIAL SALE TO THE VESSEL OWNER AT THE ADDRESS PROVIDED IN THE DOCKAGE AGREEMENT SHALL BE ENTITLED TO PROCEED WITH THE SALE OF THE VESSEL PURSUANT TO THE PROVISIONS OF FLA. STAT.§ 328.17. THE VESSEL OWNER SHALL BE RESPONSIBLE FOR KEEPING THE MARINA INFORMED OF ANY CHANGE OF ADDRESS.

20. **Fueling.** Vessels shall be fueled only by CBCA Staff on land at designated fueling station. Tank barges and portable fuel supply tanks/vessels or vehicles are strictly prohibited with the CBCA. Vessels may only be fueled from CBCA fuel dispensers. Vessels must have all engines shut off while fueling. Only such persons as are necessary to perform the fueling operations shall be on board any vessel being filled with fuel. All safety precautions prescribed by U.S. Coast Guard or CBCA staff shall be observed while fueling.

21. **Florida Department of Environmental Protection.** It is illegal to discharge raw or untreated sewage into the waters of Franklin County and such acts are punishable by fines of up to \$15,000.00 per day. A sewage pump out service is available at CBCA. All permanently installed sewage systems on Vessels must be either approved Type I or Type II marine sanitation devices or must be locked off while Vessel is docked.

22. **Clubhouse Use:**

- A. The clubhouse is available for use by Owners and their guests during regular business hours.
- B. During non-business hours, Owners will generally have access to the clubhouse by use of the keycode. The keycode will be changed periodically to avoid unauthorized use by non-Owners. Be sure to check with the CBCA staff in the Dock Master's office for the most recent keycode.
- C. The clubhouse will be cleaned on a regular basis. However, Owners are responsible to clean up after themselves and their guests.
- D. CBCA reserves the right to temporarily restrict general use of the clubhouse during special events by a particular Owner or outside group.
- E. Use of Clubhouse is subject to the policies and rules approved from time to time by CBCA.

23. **Carrabelle Boat Club Ownership Benefits:**

- A. Priority launch and haul. Owners are prioritized.
- B. Exclusive use of the luxurious CBC Clubhouse.
- C. Discounted Fuel pricing (\$0.10 off per gallon)
- D. Prioritized dockage during peak-season (May-July).

24. **Membership Dues:**

- A. A valid member credit card must be on file with the office.
- B. Payment of dues. Semi-annually on January 1<sup>st</sup> and July 1<sup>st</sup>.
- C. Acceptable means of payment:
  - Personal check or money order.
  - Bank Account Transfer.
  - Credit Card.
- D. Failure to pay dues within fifteen (15) days of date of invoice will result in the member's card being charged. If any account goes into arrears, then the member's and/or their tenant's boat will be red tagged and not launched until payment is received.

Violation of any of the above rules or regulations, or the provisions of the contract, disorder, depredation, or inappropriate conduct by a boat owner or any of his/her guests that might injure another person, cause damage to the property or harm the reputation of CBCA shall be cause for immediate removal of the boat in question from the property of CBCA.

The undersigned hereby declares that the CBCA Rack Storage "Rules and Regulations" set forth have been completely read and are fully understood and voluntarily accepted as material terms of the License Agreement with CBCA.

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Signature of Owner

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CBCA Management

Revised: 05/16/2022