

## TABLE OF CONTENTS

### M & B RULES

<u>Article</u>	<u>Section</u>	<u>Page</u>
	Preamble	1
I	Definitions	1
II	General Rules Governing Slips	2
III	Securing and Occupying a Slip	4
IV	Dock Rules	7
V	Boat Storage Area	7
VI	Administration	8

**OLD DOMINION BOAT CLUB  
ALEXANDRIA, VIRGINIA**

**MOORING & BERTHING RULES**

**PREAMBLE**

The M & B Rules adopted March 8, 1999, and revised as of January 10, 2011, are in effect from that date forward. The standings of all members currently assigned slips and those on the various slip assignment waiting lists, upgrade lists and storage list will remain as they are. Old Dominion Boat Club expects slip-holders to berth their boats and use their boats on a regular basis. Slips are not to be used for the wet storage of unused boats, especially during the boating season. All members must comply with these rules or they may be subject to forfeiture of their privileges at the discretion of the M&B Committee and with concurrence of the Board of Governors. All slip-holders must maintain their boats in a seaworthy condition.

**ARTICLE I: DEFINITIONS**

**Section 1.** The M&B Committee is a standing committee of the Old Dominion Boat Club. The Chairman is appointed by the President and must be a current slip-holder. The Chair, upon appointment, shall then select at least 5 additional members from the current slip-holders and the various slip waiting lists. A majority of the committee persons shall be current slip-holders. The M&B Committee shall regulate and control the slips, berthing of all boats in Club waters, boat ramp, the boat storage area, piers and docks.

**Section 2.** The Boat Ramp shall mean the boat launch ramp in the ODBC parking lot.

**Section 3.** The Boat Storage Area is that portion of the ODBC parking lot used for boat and trailer storage.

**Section 4.** A Member is an ODBC member in good standing with privileges to use the slips, boat storage area, boat ramp and the north and south T's. Only active ODBC members can be assigned slips.

**Section 5.** A Co-owner, for the purposes of these Rules, is a member shown as an owner on the boat title, the boat registration certificate, the boat documentation papers or any boat lease agreement.

**Section 6.** Small Boats generally shall have an overall length of sixteen (16) to twenty-four (24) feet and a beam of at least six (6) feet. Small boats are those which fit into small slips with a minimum of one foot of clearance between the dock structure and the after-most part of the boat such as a swim platform, outboard engine, stern drive or

transom and which do not extend the foremost portion, including a bow sprit, anchor or anchor roller beyond the slip's length or in any way obstruct or impede the interior fairway in any manner. Small boats are not acceptable for slip assignment in large slips. The M&B Committee will determine the suitability of any boat for any particular small slip.

**Section 7.** Large Boats shall have a certified minimum length of twenty-five (25) feet or more and must not exceed the practical length or width of the assigned slip. For the purposes of determining length of a vessel, the title, bill of sale, registration or documentation shall be used. The M&B Committee will determine the suitability of any boat for any particular large slip.

**Section 8.** Unless otherwise determined by the M&B Committee, Small Slips shall be those currently numbered 15A through 41 and 45 through 53. Slips 50 through 53, because of their location and depth, will be assigned with the understanding that they are not up-gradable slips.

**Section 9.** Unless otherwise determined by the M&B Committee, Large Slips shall be those currently numbered 1 through 15 and 42, 43 and 44.

**Section 10.** The Boating Season for the purposes of these Rules shall run from April 1st through October 31st of each year.

**Section 11.** Transients are those members or guests who have a temporary slip assignment or use of the docks and T-ends.

**Section 12.** Sub-lessees are those members who are assigned a slip on a sub-lease basis by the M&B Committee.

**Section 13.** Slips are those slips within the ODBC Marina as it exists January 1, 1999.

**Section 14.** Slip-holders are those members that have been assigned a slip according to the priority of their position on the slip assignment lists identified below.

**Section 15.** An Application is an application for a slip form by which a member makes an application for a slip and designates his/her slip preferences.

**Section 16.** The Small Slip Upgrade List is a list of current small slip-holders who may wish to up-grade to a better small slip when it becomes available.

**Section 17.** The Large Slip Upgrade List is a list of current large slip-holders who may wish to up-grade to a better large slip when it becomes available.

## **ARTICLE II: GENERAL RULES GOVERNING SLIPS**

**Section 1.** Slips are the property of ODBC. Upon the assignment of a slip to a member, the member only has a right to the use and occupancy of the slip as provided in these

Rules. Moorings are not otherwise permitted within the ODBC Marina.

**Section 2.** Slips cannot not be conveyed, traded, leased, sub-leased, or loaned, except as specifically provided in these Rules. Slips do not convey upon the sale of any boat. If a slip-holder surrenders or loses his/her rights to a slip, the slip returns to the M&B Committee for reassignment.

**Section 3.** Slips can only be assigned to members.

**Section 4.** A member may only be assigned one slip.

**Section 5.** A slip can only be assigned to a member who has become eligible on the appropriate waiting list in which case, the member becomes the slip-holder.

**Section 6.** The slip-holder must be the owner of the boat in the assigned slip. In the case of more than one owner of a boat, the member first assigned the slip shall be the slip-holder. A co-owner may be assigned to the same slip once the member has become eligible on the appropriate waiting list. In this case, each would have the privilege to remain as slip-holder should the other relinquish the slip. All requirements for slip holding would still apply.

**Section 7.** The slip-holder is the intended user of the slip and must be the majority user of the boat in the assigned slip.

**Section 8.** It is the slip-holder's obligation to measure the assigned slip and acquire and/or berth a boat that is appropriate in size for the assigned slip so that the slip-holder does not impinge upon the adjoining slips or the fairways around the docks. The M&B Committee will determine the suitability of any boat for any particular slip.

**Section 9.** A slip-holder may request a slip upgrade after assignment of a slip. Upgrades are small slip for small slip and large slip for large slip. All upgrade requests must be made in writing to the M&B Committee.

**Section 10.** It is the obligation of the slip-holder and the obligation of any member using the docks, any slip or storing a boat and/or trailer on Club property, to maintain a minimum of One Hundred Thousand Dollars/Three Hundred Thousand Dollars (\$100,000-\$300,000) liability insurance coverage on the slip-holder or member's boat and they must provide a current insurance certificate to the M&B Committee on an annual basis.

**Section 11.** The name of the slip-holder, member or other person using any slip or storing a boat and/or trailer on Club property, and the names of all other owners, if applicable, shall appear on the boat title, the boat registration certificate, the insurance policy, the boat documentation papers or any boat lease agreement.

**Section 12.** It is the obligation of the slip-holder or member using any slip or storing a boat on Club property to provide to the M&B Committee copies of the boat title, boat registration certificate, boat documentation papers or boat lease agreement upon assignment of a slip, and the slip-holder or member also shall provide to the M&B Committee a current boat registration certificate on an annual basis or upon each

renewal of the boat registration.

**Section 13.** The Club assumes no liability whatsoever for the safety of, or damage to, any person, boat, trailer or boat equipment berthed or stored on Club property.

**Section 14.** In the event a slip-holder or member, using any slip or storing a boat and/or trailer on Club property, is suspended from the Club, the Board of Governors, in its discretion, may require that the slip-holder or member remove his/her boat from Club waters or Club property for the duration of the suspension. The slip-holder or member shall continue to pay slip and/or storage fees during the period of suspension and shall be restored to the slip or boat storage area upon completion of the suspension. If a boat is removed, the slip shall be available for sublease.

**Section 15.** At the discretion of the M&B Committee and with the concurrence of the Board of Governors, a slip-holder or member's failure to comply with these Rules may result in forfeiture of an assigned slip or suspension of a slip-holder or member's use and occupancy of a slip.

### **ARTICLE III: SECURING AND OCCUPYING A SLIP**

**Section 1.** Any member desiring a slip shall apply in writing to the M&B Committee on a current slip application form. The application shall be completed, signed and currently dated by the member making the application and must include a non-refundable application fee of One Hundred Dollars (\$100.00), checks only, payable to the Old Dominion Boat Club. The person receiving the application shall attest to the time and date. The M&B Committee shall keep the application on file in the order in which it is received and place the applicant, accordingly, on the appropriate waiting list. It is the obligation of the member submitting an application to update, as necessary or appropriate, the information in the application. A copy of the accepted application will be provided to the applicant.

**Section 2.** The M&B Committee shall maintain slip assignment and waiting lists. The lists will be posted on a bulletin board in the Club. The lists are:

- A: Large slip Waiting List
- B: Large Slip Upgrade List
- C: Small Slip Waiting List
- D: Small Slip Upgrade List
- E: Dry Storage Waiting List
- F: Slip Assignment List

Any request for inclusion on any of the above lists or changes in status must be made in writing to the M & B Committee. Subleases will be assigned in accordance with the appropriate waiting list.

**Section 3.** When a slip becomes available for assignment, the M&B Chair will contact the member on the appropriate upgrade list first. If a current slip-holder wishes to upgrade, the M&B Committee will assign the slip-holder the new slip and his/her name will be removed from the upgrade list. If a current slip-holder refuses the upgrade, his/her name will remain on the upgrade list and the next member in line will have the option of upgrading. Once the upgrade list has been contacted, there will remain one

open slip (either the original available slip or the slip the member upgrading was in, prior to upgrading).

**Section 4.** After completion of the upgrade process, the M&B Chair will contact the members at the top of the appropriate waiting list until the slip is assigned. Once contacted, the member shall have seven (7) days to respond to the M&B Committee and accept or pass on the available slip. If a member on the waiting list prefers to pass on the slip, then the member will retain his/her ranking until there is another open slip. If a member passes on a slip because it will not accommodate a boat he currently owns, the member may be removed from the waiting list and placed at the bottom of the appropriate upgrade list. In the event of a pass, the next member on the waiting list will be contacted and offered the open slip.

**Section 5.** The M&B Committee may contact potential slip-holders by phone, in person or by registered mail. If by 30 days from the mailing of the registered letter the slip assignment is not accepted or the M&B Committee is not contacted, then the slip will be offered to the next member on the appropriate waiting list.

**Section 6.** Upon assignment of a slip, the new slip-holder must berth a boat of appropriate size in the slip within three (3) months from assignment of the slip. If the Boating Season ends during that 3-month period, the new slip-holder will have until 30 days after the beginning of the next boating season to berth his boat. An extension, up to three months, may be granted upon application to the M&B Committee and the concurrence of the Board of Governors. Failure to berth an appropriate boat in the assigned slip within the allotted time will cause the forfeiture of the slip, and the member will move to the bottom of the waiting list.

**Section 7.** In the event of a sale of an existing slip-holder's boat, the slip-holder must berth another boat of appropriate size, owned by the slip-holder, in the assigned slip within 3 months of the sale. If the boating season ends during that 3-month period, the slip-holder will have until 30 days after the beginning of the next boating season to berth his boat. An extension, up to three months, may be granted upon application to the M&B Committee and the concurrence of the Board of Governors. Failure to berth an appropriate boat in the assigned slip within the allotted time will cause the forfeiture of the slip and the member will move to the bottom of the waiting list. It is the slip-holder's obligation to notify the M&B Committee of any sale.

**Section 8.** All boats berthed at the ODBC shall be seaworthy. Should the M&B Committee question the seaworthiness of any boat with a written 10-day notice to the slip-holder, the slip-holder must operate the boat at normal speeds between the ODBC, the Woodrow Wilson Bridge and back to the ODBC, and be witnessed by a member of the M&B Committee and an ODBC officer or a member of the Board of Governors. Tests such as these will only be required during the boating season.

**Section 9.** A slip-holder planning to leave his slip for 7 or more consecutive days must notify the M&B Committee of the vacancy and the expected date and time of return to the slip, so that the M&B Committee will have that slip available for use during the absence.

**Section 10.** Slip-holders who do not occupy their assigned slips by May 15 of each Boating Season shall notify the M&B Committee of the expected date of occupancy so that those unoccupied slips are available for sublease or transients. In this

circumstance, the slip-holder then must give the M&B Committee a minimum of 2-weeks' notice before the slip-holder can reoccupy the assigned slip.

**Section 11.** Sub-lessees are assigned according to the priority of their position on the slip waiting lists identified in these Rules.

**Section 12.** Winter Sub-lessees are those Members who are assigned a Slip on a sub-lease basis by the M&B Committee for the winter months beginning on the Winter Sublease Begin Date of November 1<sup>st</sup> and ending on the Winter Sublease End Date of April 1<sup>st</sup>. The Committee can begin to assign Slips to Winter Sub-lessees as early as October 15<sup>th</sup>, subject to availability.

All Winter Sub-lessees end on the Winter Sublet End Date and the Winter Sub-lessee must vacate the assigned Slip by the Winter Sublet End Date. Some Sub-lessees may extend due to delayed occupancy by the Slip-holder. The Committee will handle this on a case by case. If the assigned Slip-holder and the Winter Sub-lessee coordinate with respect to occupancy of an assigned slip, then the Winter Sub-lessee may holdover no more than 30 days beyond the Winter Sublet End Date, subject to the prior approval of the Committee.

**Section 13.** Billing for all Sub-lessees is the lesser of the daily transient slip usage set forth in these Rules or the monthly rate for Slips set forth in the Club's constitution (generally the monthly rate become less than the transient slip usage after 3 days), and if a Sub-lessee is displaced during the course of any month and then comes back into a sublet Slip, the monthly fee is considered paid until the end of the month.

**Section 14.** If a Member requests a Sub-lease after the beginning of the Boating Season or after the end of the Boating Season and that Member is senior on the appropriate waiting list to another Sub-lessee, who has been assigned a Sub-lease Slip, then the senior Member cannot displace the junior Member for the period of the sublet.

**Section 15.** Should a slip-holder wish to improve the assigned slip, the slip-holder shall present the plans for any improvement to the M&B Committee for its written approval and then to the Board of Governors for its written approval. Any improvements to slips are at the sole expense of the slip-holder. Any improvements become the property of the Club.

**Section 16.** Members may make reservations for transient slips or T-ends with the M&B committee no more than thirty (30) days in advance of an expected stay. Transient reservations for a non-member made by a member 30 days in advance will be accepted but the member must be present on the vessel while it is docked at the Club, including overnight stays. Reciprocal transient reservations may be made no more than fifteen (15) days in advance of an expected stay. Slips or T-ends not previously reserved in this way may be assigned to members or transients by the M&B committee on a first come first served basis. Charges for transient slip usage will be established according to the length of the boat, and will be Fifty Cents (\$0.50) per foot per night for members and Two Dollars (\$2.00) per foot per night for non-members. For non-members, there will be an additional charge for transient slip usage of an electrical connection fee of Five Dollars (\$5.00) for each 30 amp circuit and Ten Dollars (\$10.00) for each 50 amp circuit per night. All fees shall be paid in advance or at the time of docking. Members and transients

occupying the north and south T-Docks shall berth their boat so that it does not block the interior fairway between the north and the south docks with no part of the transient's

boat extending beyond the last piling on the north or south T-Dock closest to the Fairway.

**Section 17.** For safety purposes and access to boats in the marina, the non-member spouse or significant other of a slip holder will be issued an M & B key access card. This card will have access to the King Street patio gate for entry and exit and the south patio door to access the upstairs restrooms. The card shall be used only for access to the boat and not for any other purpose or by any other person, child or guest of the slip holder or sublease holder. All other rules of the Club as pertain to non-members remain in effect. There is a deposit fee of \$10.00 for the card. At the end of the boating season if the boat is removed from the marina and stored, upon departure of a sublease holder or upon re-assignment of the slip, the key card must be returned to the Club secretary and the deposit will be refunded.

#### **ARTICLE IV: DOCK RULES**

**Section 1.** All new or replacement dock boxes must be white and either plastic or fiberglass with size, placement and type approved by M&B Committee.

**Section 2.** It is mandatory that all boats moored in Club waters have one-half (1/2) inch or larger mooring lines. If any slip-holder fails to properly berth his boat, the M&B Committee can properly berth the boat at the expense of the slip-holder. All lines shall not be tied directly to the rings and eye bolts, but must be attached with shackles.

**Section 3.** The electric wire leading from the service on the pier to the boat shall be adequate to carry the required service to the boat. This includes all external wires leading from the vessel, such as pigtails, extension cords, etc. It is the responsibility of the slip-holder to keep all electric wires out of the water.

**Section 4.** The float on the north end of the Club is to be known as the "work dock". The primary purpose of this dock is to allow members to work on their boats. If you need this dock for work purposes, please schedule in advance with the M & B Chairman. The dock can be reserved for up to 48 hours if needed for work purposes. All scheduled work will be posted with the dates and times of reservation. When the dock is not being used for work purposes, the float may be used for temporary tie ups by members. The member will remain on the Club premises while they are tied up to the work dock. Other members, with permission of the docked vessel's owner, may raft up to a boat that is temporarily tied up. Under no circumstances is a boat to be tied up to the work dock overnight without the prior approval of the M & B Chairman. Temporary tie ups could include but are not limited to launching or retrieving a boat at the ramp, loading or unloading of passengers, washing of a dry storage lot boat, small previously unknown repairs or purchase of food or beverage whether to be consumed on the boat, in the tap room or on the dock.

#### **ARTICLE V: BOAT STORAGE AREA**

**Section 1.** During boating season the boat storage area is to be used, as much as is practical, to store active boats. This area is not to be used for the long term storage of boats.

**Section 2.** During the non-boating season, slip-holders shall have priority for storage space in the boat storage area.

**Section 3.** Slip-holders may store their boats on their trailers or blocks in the boat storage area during the non-boating season and shall have priority over other members for the space available.

**Section 4.** Those members who are not slip-holders must remove their boat and trailer from the boat storage area at the end of the boating season, however upon written application and approval by the M&B Committee, he or she may store their boat and trailer in the boat storage area.

**Section 5.** Members shall not litter, keep or leave batteries, motor oil or any other boat maintenance or repair supplies or debris on Club property. A monetary fine for clean up costs shall be imposed on the offending member.

**Section 6.** All members storing trailers, canoes, kayaks and any other watercraft in the boat storage area must have the owner's name clearly displayed with 2-inch lettering.

**Section 7.** All members who park on the river side of the painted white line (i.e. the boat lot) are required to leave their cars unlocked with the keys in the car. Otherwise, cars will be towed at the owner's expense.

#### **ARTICLE VI: ADMINISTRATION**

**Section 1.** There shall be regular meetings of the M&B Committee as the Chairman shall direct. There shall be at least two (2) joint meetings of the M&B committee with the current slip-holders; one at the beginning and one at the end of the boating season. There shall be a special meeting called when the Chairman or at least three M&B Committee members request. Special meetings may be with the M&B Committee and the slip-holders, if requested.

**Section 2.** The M&B Committee shall act as judge to settle any dispute that shall have arisen between and/or among slip-holders concerning their slip. Any appeal of the M&B Committee's decision must be made to the Board of Governors.

**Section 3.** Changes to the M&B Rules must be approved by the M&B Committee with the approval of the Board of Governors. Any proposed change to the M&B Rules must be submitted in writing to the M&B Committee. Upon approval of the change, the M&B Committee will present it to the Board of Governors for approval. If either the M&B Committee or Board of Governors does not approve the M&B Rules change, it can be discussed and voted upon at the next joint meeting of the M&B Committee and the slip-holders. The change will require a majority vote of the slip-holders present to be approved and if approved, it will be resubmitted to the Board of Governors for approval.