



BLECA DOCKING AGREEMENT (2020)

For Dock # _____

Boat Registration/Description: _____

APPLICATION AND FEES:

- I. The applicant must be a member in good standing. To meet this criteria:
 - 1) All Association memberships must be paid by April 1st.
 - 2) All dock memberships must be paid by April 1st.
 - 3) Shoreline maintenances/weed harvesting fee must be paid by the dock members if applicable.
 - 4) Only 'members in good standing' will have the opportunity to renew docking privileges each year. If a member is not 'in good standing', privileges will be revoked. The dock site will become available to waiting list participants.
- II. Once approved, the applicant, next in line on the waiting list, may acquire a new site or existing dock, if available. Members/dock holders will be responsible to repair or construct a new dock, to be shared with another member (dock partner).
- III. Docks built must be within maximum length and width of 4' wide by 20' long. Dock members should refer to specific guidelines from the Ministry of Fisheries and Oceans Canada (www.dfo-mpo.gc.ca/index-eng.htm) for the use of acceptable building materials.
- IV. All existing docks have been grandfathered.
- V. Docks shall be priced at a maximum value of \$1000.00 for sharing purposes (\$500.00 for each dock partner). If the two parties cannot come to an agreement, whether sharing or selling their portion of the dock site, arbitration, at the selling dock member's expense, will be the final method of resolution.
- VI. Docks are for the use of members (dock holders) and their guests.

MAINTENANCE AND UPKEEP OF DOCKS:

- I. The Dock member(s) will be responsible for maintaining a safe dock and dock area.
- II. Any concerns regarding a dock or dock area must be submitted, in writing, to the Association.
- III. If the Association deems a dock unsafe:
 - i. The Association will notify the dock member(s), in writing. The dock member(s) will, in turn, contact the Association outlining their intention regarding the repair and will have 30 days to repair the dock.
 - ii. If there is no response to the Association notification, the Member(s) will fall out of 'good standing' and the Association will take back the dock site and determine what needs to be done with it.
 - iii. Use the dock site at your own risk. Secure your dock site and contents during your absence. The Association is NOT RESPONSIBLE for any losses or property damage you might suffer. Every dock member should purchase an insurance policy covering the dock site, boat and contents.

UNPAID MEMBERSHIP FEES:

- I. The Association will notify the dock member(s), in writing, by April 1st, regarding the delinquent membership.
- II. The member(s) will have 30 days to contact the Association Secretary to inform the Board of their intention regarding the membership.
- III. The member(s) will have 2 options:
 - i. Pay the current year Association membership and dock membership and all maintenance fees to sustain the membership.
 - ii. Terminate the membership, return the key immediately to the Association Membership Coordinator or secretary and resolve any dock issues.
- IV. The Association will reassign the dock site to a member on the waiting list.

TRANSFER OF OWNERSHIP:

- I. Association and dock memberships are NOT TRANSFERRABLE from the current member to the new property owner.
- II. The Association must be advised concerning plans for possible reassignment to the new property owner, i.e., whether the new property owner of the cottage/home is interested in the existing dock. The dock site will be made available to an interested member of the Association if the new home/cottage owner does not want to retain the use of the dock site.
- III. The gate key must be returned to the Membership Coordinator or the Secretary of the Association before moving from the Community. There will be no refund for returned keys. If the gate key is not returned, there will be a charge to replace the key.
- IV. If the dock is to be reassigned to the new home/cottage owner, the new property owner must become a member of the Association.
- V. If the new property owner is not interested in the existing dock site, the dock site will then become the property of the Association to be assign to the next interested member.

Sub-Lease

- I. Any member may sub-lease their dock space to another BLECA Member, in good standing, by informing the Association of their desire to do so. The Dock Member shall not enter into a Sub-Lease agreement directly without informing BLECA. Sub-lease agreements without the involvement of the Association shall be cause to cancel the dock space lease on a permanent basis.
- II. The Association will 'arrange' to sub-lease the dock space for a period of one (1) year to the next member on the waiting list.
- III. The usual Dock Agreement shall be signed by the sub-lease member who will be accountable for all terms and conditions contained therein.
- IV. Sub-lease fees will be for the full year, including shoreline maintenance/weed harvesting fees, if applicable payable to the Association.
- V. The original lease member will be credited Dock and shoreline/maintenance weed harvesting fees as applicable.

I/We agree to the above terms.

Member name

Member Signature

Date

Member name

Member Signature

Date