

Cape St. Claire Improvement Association

1223 River Bay Road, Annapolis, MD 21409

RULES GOVERNING SLIP ASSIGNMENT AND USE AT CSCIA PIERS (01/01/2019 Revision)

1. The Piers Committee (“Committee”) is the authorized representative of the Cape St. Claire Improvement Association (“CSCIA”) with respect to management of CSCIA piers and marinas.
2. Every lessee (“Lessee”) of a boat slip MUST sign a Slip Rental Agreement (“Agreement”) with the CSCIA for that slip and MUST provide ALL information required on the contract and as specified by CSCIA. Agreements with incomplete information will not be accepted by the CSCIA and will be returned for additional information.
3. A person to whom an Agreement is issued MUST:
 - i. Be an adult individual;
 - ii. Be an owner of residential real property in Cape St. Claire;
 - iii. Be a resident of Cape St. Claire who:
 - a. Rents a home located in Cape St. Claire under a lease for a term of at least one year; or
 - b. Is a resident member of the household of either an owner or resident tenant;
 - iv. Be a member of good standing of CSCIA with all maintenance fees paid through and for the current year for all owned or leased Cape St. Claire property and, if the Lessee is a resident tenant (or a member of a resident tenant's household), be the tenant of a property owner who is also a member in good standing, as described herein; and
 - v. Be the sole owner of, be the owner of a majority interest in, or be the owner of an interest at least equal to the largest percentage interest in the boat for which the slip is rented, **AND** be named on the title and registration for such boat as an owner. Lessee shall provide proof of ownership within five (5) days of written notice from the CSCIA Piers Committee.
4. Failure to fully comply with the regulations and requirements of these documents will be cause for termination of the Agreement. The Lessee MUST notify the Committee immediately if there is any change as to the boat moored in the slip (e.g., length, beam, draft, ownership, and registration numbers).
5. Failure to satisfy ANY financial obligations to the CSCIA or to respond to requests or directives from CSCIA or the Committee shall be cause for cancellation of the Agreement.
6. Positively no sub-leasing of slips is authorized or permitted. Lessee is expressly prohibited from assigning his Agreement to any person. Violation hereof shall be cause for immediate cancellation of the Agreement.
7. No boat shall be docked, anchored, or moored in a slip other than the specific boat identified on the Agreement for more than one (1) day without prior request to, and approval from, the Pier Committee. Slips may be swapped on a temporary basis by Lessees only with the affirmative written notice to, and consent of, the Pier Committee. Both slips must be used by the respective lessees after the exchange. Violation will be cause for cancellation of the Contract.
8. Property owners or resident tenants currently holding slip Contracts receive first priority in the re-assignment of slips which become available each year; but only after receipt of their written request for consideration. A Move List is maintained for the purpose of tracking and responding to these requests. CSCIA is under no obligation to advise anyone of specific openings which occur. CSCIA will not permanently assign a slip which in its sole discretion it deems more than adequate for the boat described in the Contract. CSCIA may in its sole discretion temporarily assign to a Lessee a slip which CSCIA considers more than adequate for the boat described in the Contract. However, CSCIA may reassign such a temporarily assigned boat at any time to another slip which in its sole

discretion it has identified as adequate for the boat described in the Contract. Each Lessee agrees to move his boat when requested to do so by the Pier Committee.

9. A waiting list for slips is maintained current at all times containing the name, address, and telephone number of the property owner or resident tenant, and a description of the boat. Position on this list is established by the order in which written request is received from eligible applicants. (Current membership dues and maintenance fees are required for eligibility.) All unassigned names on this list from current year are carried over to the subsequent year. If a slip deemed reasonably acceptable by the Pier Committee is offered and declined, the property owner's name is: (a) removed from the list, and (b) placed at the bottom of the list at that time, IF he so notifies CSCIA in writing.
10. A property owner, the tenant of a property owner, and a resident of the household of either may, in total, lease only one (1) slip until such a time as everyone on the waiting list has been accommodated, and no waiting list exists. The boat in the slip must be the property of, and titled to, the individual renting the slip. The Contract and "Certification of Ownership" both must so indicate. If a boat is jointly owned, all those with an ownership interest must sign the Contract and agree to be jointly and severally liable for all obligations thereunto.
11. A property owner leasing a slip who disposes of his boat during the terms of the Contract MUST give written notice to CSCIA (Pier Committee) within seven (7) days. The Pier Committee may then lease this slip (on a temporary contract) to a second property owner or resident tenant with the express understanding that the lease is temporary, and that the second property owner MUST vacate the slip within five (5) days after written notice by the Pier Committee that the first property owner has acquired another boat and desires use of the slip. In the event the above occurs, the second property owner will receive a refund of up to a maximum of 50% of his yearly slip rental fee pro-rated monthly after the first half of the contract year, and will be reinstated to his original position on the waiting list.

In the event that the first property owner disposes of his boat during the term of the Contract and does not wish to retain the rights to the slip any longer, slip rental fees paid by him will be refunded (pro-rated quarterly) after his slip has been successfully rented by CSCIA.

The provisions of this section apply equally to tenants renting from a property owner, providing that paragraphs (3) and (10) above are satisfied. Should a tenant choose to dispose of his slip, it will be assigned to the next qualified property owner on the move list or wait list. Neither the property owner nor his tenant has any rights to this slip assignment.

12. Should a property owner who has disposed of, and is without a boat, desire to retain his rights to his assigned slip for the following year (when Contracts are issued), he must pay the next full year's rental fees based on the grade of the last previous slip as shown in his present contract. His contract shall indicate that he is without a boat. The Pier Committee may then lease this slip to the next qualified property owner on the waiting list with the express understanding that this is a temporary Contract and rental, and that the second property owner must remove his boat from the slip within five (5) days of notification by the Pier Committee that the first property owner has acquired another boat and wishes to use his slip. In the event the above occurs, the second property owner will receive a refund (pro-rated quarterly) of slip rental paid and will be reinstated to his original position on the waiting list.

It must be clearly understood that the first property owner (without a boat) through payment of slip rental fee is only exercising his right to claim this slip within five (5) days after written notice by the Pier Committee to the second property owner. The first property owner will not receive any refund of slip rental paid even though the slip is rented on a temporary basis for all or part of the term of his contract.

13. A property owner retaining a slip but without a boat cannot renew his Contract on his slip more than one (1) time (for the succeeding year only). The second following year, the property owner still without a boat at Contract renewal time will have his name: (a) removed from the slip, and (b) placed at the bottom of the waiting list at that time if he so notifies CSCIA in writing.

The intent of this section is to prevent property owners without a boat from holding rights to a slip indefinitely while others with a boat cannot obtain a permanent, or perhaps even temporary, slip assignment.

14. All of the requirements as outlined in the Slip Rental Contract, the Terms and Conditions to CSCIA Rental Contract, and the Certification of Ownership are included as part of these Rules Governing Slip Assignment and Use at Cape St. Claire Improvement Association Piers.
15. CSCIA Piers are private and slips are intended for use of property owners renting same. Unauthorized boats tied to these piers are advised by posted signs on the piers and by a notice to be placed on the boat that unauthorized docking at the piers is not permitted, and they will be assessed at the rate equal to the highest rate charged by marinas in the vicinity of Annapolis harbor for transient boats per foot per day commencing with the day the boat is discovered and for each day thereafter until the boat is removed from the pier.
16. Failure to return the "Slip Rental Contract" to the CSCIA promptly and completely filled out with all fees by April 1 (or thirty (30) days after receipt if the contract is not part of the annual contract mailing) may result in reassignment of Contract to another property owner. CSCIA accepts no responsibility to call, write, or otherwise pursue completion and return of Contracts by the property owner.
17. It is the general intent and policy of the CSCIA and the Pier Committee to reassign the same slip to the previous Lessee, or to upgrade the Lessee's slip assignment on written request, in so far as practical. On occasion, however, it may be necessary for the Pier Committee, in cases of inequities or to maximize the number of property owners who are able to use slips, to make some adjustments in slip assignments. In these instances, evaluation of the need for the reassignment as well as consideration for the individuals to be involved will be weighed.
18. CSCIA Piers may NOT be used for commercial purposes.
19. The Piers are to be clear of any obstructions. No cleats on horizontal surfaces, all dock lines and electrical cords are to be run under finger piers.
20. Old automobile tires are not acceptable "bumpers" on piers or pilings.
21. Parking at pier areas will be enforced. At Deep Creek, the lower "launching" area is for unloading and loading only. Continued violation may result in loss of slip privileges.
22. No crabbing by line, net, or any other means is allowed at any Community Boat Slip Piers. Slip renters may crab from their boats while at their slips, but not from the pier itself. A community fishing and crabbing pier is located at the Lake Claire Park location.
23. Only the boat listed on the contract is allowed in the slip. No dinghies, "second" boats, or other device is allowed.
24. Requests for use of personal deicing gear will be considered on a case by case basis. Written permission from the Piers Committee is required.
25. No alterations to piers, finger piers, or bulkheads are allowed without express written permission from the Piers Committee. This includes ladders, handholds, or anything that changes the physical characteristics of the piers or bulkhead.