



**Mail: 4555 Sentinel Post Road
Atlanta, Georgia 30327-3913**
Atlanta - 404-262-7599 Coast – 912-832-6721
mail@barbourriverclub.com

2019 MEMBERSHIP AGREEMENT

(Effective January 1, 2019 – December 31, 2019)

Member's Name:	Phones-- Home:	Work
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Member's Mailing Address

City: State: Zip Code: Cell Phone:

Boat Registration Number: **E-Mail Address:**

Boat Manufacturer:	Length:	Type:	Powerplant:	Color:
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Description of 2nd boat
OWNED BY MEMBER, if any:

Insurance Company covering boat
- hull & liability - policy number:

In consideration of the covenants and agreements herein made, and the payment of all fees and deposits by the undersigned boat owner / club member (hereinafter referred to as "member") to the Barbour River Club (hereinafter referred to as "BRC" or "BRYC" or Barbour River Yacht Club), the undersigned parties agree to bind themselves by the following terms of this agreement:

- New Members (or lapsed and reinstated members) will pay an initiation/processing fee of \$150. "Lapsing" initiates at midnight on the day the renewal was due. Prospective members able to secure the 30 day Trial Membership may withhold the initiation fee until they activate a regular membership.**
- The applicant also agrees to pay the annual membership fee -- currently **\$714**. Gould's Landing property owners pay **\$614** currently. This entitles the member to the privileges and facilities available for a 12 month period. The club may, at its sole discretion, accept **\$100** for a **30 day Trial Membership**. In this event, the club may allow deduction of the \$100 fee from the initiation and regular membership fee, provided it is activated at the close of the trial period.
- These fees cover membership only. Other fees are covered by the fee schedule or negotiation. Fees must be paid on or before due date. They will be modified annually to reflect inflation and amortization of any large unusual expenses.
- Members may no longer haul materials from the club hoist and dock for building a new home on the islands. Hauling of supplies and repair materials from the BRYC hoist and docks is limited to that done by a member and for a member on Barbour, Bird, Wahoo and nearby barrier Islands. Commercial hauling by or for interests outside the membership is not permitted. Contractors not escorted by a member are not permitted use.**
- Contractors doing repairs on the islands may join the club and use their own boats with a BRYC sticker. They may be allowed the 30 day Trial Membership. Trial memberships are normally allowed only once per potential member.**
- In the event neither party terminates this agreement by 30 days prior written notice, this agreement, as modified by future versions of it, will be automatically renewed by both parties by dues payment at the conclusion of 12 months for continuing and successive periods of one year each.

7. A member must settle all accounts for charges due BRC prior to departure from the facility. BRC shall have a lien against the above described boat(s) (or their successors), its contents, and appurtenances, for any unpaid sums due under this Agreement and for any damage caused to any docks, property or persons by the owner / member, his agents or guests while at the BRC facility. This lien shall be in addition to, and not limited to other lien provisions of the Code of Laws of GA.
8. **Use of all facilities and dock space is at the sole risk of the Member.** Use by his guests or agents shall also be at his or her plus the guest or agent's sole risk. BRC shall not be liable for the protection of or damage to the above described boat or any other operated by the member, their contents, gear or equipment.
9. The Member must submit proof of adequate boat hull and liability insurance to an authorized BRC representative when signing this agreement or thereafter upon request. The Member acknowledges and understands that BRC will only provide casual and sporadic security for the facility.
10. **BRC shall not be liable for personal injuries to the Member,** his guests or members of his or her family, crew or party resulting from the use of any part of the facility. BRC makes no warranty of any kind as to the condition of the piers, hoists, walks, ramps, floats, moorings or any other facility or service.
11. **Each member shall be responsible for any damage** caused by him/her, his/her guests, contractors or tradesmen in the members employ; to the dock, structures, pilings or any equipment thereon -- or used in conjunction therewith. He or she shall also be responsible for injury or damage to any other person or property resulting from his use of the BRC facility or area, including damage to other boats or equipment occasioned by reason of the operation of the Member's boat or equipment, or by reason of its being loose or adrift from its mooring.
12. The member warrants that his boat or boats are in good condition and capable of floatation and self propulsion if launched. In the event of an emergency, BRC reserves the right to move boats at the member's expense to other moorings or storage places, but assumes no obligation to do so. **The member is expected to make proper arrangements for the safety of his boat on the approach of a storm.**
13. This agreement is made for the above named boat(s) and member only. His or her liability shall include any boat he may use in lieu of his boat(s). He must request a temporary BRYC sticker for any substitute boat. The member may not sub-lease or assign to another under this agreement, nor may the Member use his assigned storage space for vessels belonging to another without BRC permission. This permission creates no obligations to the owner or the member by BRC.
14. In addition to compliance with the provisions of this agreement, the member and his boat(s) must comply with the BRC rules and regulations as issued from time to time and to all Federal, State, and County regulations affecting it (them).
15. Either party may terminate this agreement without cause by providing thirty (30) days written notice of termination to the other party. Either party may terminate this Agreement by written notice to the other party upon the occurrence of any default by the other party and the failure to cure such default within ten (10) days. Upon such termination, the Member shall remove his boat from the facility or it may be removed by BRC at the former member's expense and risk. Payment of any unpaid fees or for any damage to BRC or pro-rata refund of any advance fee payment shall be due immediately upon termination of this Agreement by reason of such default.
16. Events of default shall include:
 - a. Member's failure to make timely payments.
 - b. Breach of any covenant or condition contained in, or made a part of this Agreement by Member and BRC.
 - c. Member's failure to comply with any facility rule or regulations set forth and published by BRC from time to time.
 - d. The failure by BRC to maintain the Hoist and Dock in a serviceable condition.
 - e. Rude, intoxicated or otherwise unbecoming aggressive behavior.

17. In view of the limited number of memberships available at the BRC, it reserves the right to terminate this agreement on thirty (30) days written notice in order to provide membership to an individual in a higher priority category. The categories of priority are listed below for your information:
- Property Owners of Gould's Landing entitled by their property deeds to water access
 - Property Owners of Barbour, Bird and Wahoo Islands
 - Others accepted to fill out the allotted membership spaces as long as a sufficient number of category A and B members do not apply. The BRC permit allows a maximum of 155 member-families.
18. BRC will assign parking and storage spaces to Members in such a manner as to make most efficient use of the facility and reserves the right to reassign such spaces in order to better serve the membership. The initial monthly fee for the use of each boat/car storage area will be **\$200 PER ANNUM or \$84 per quarter in advance**. This fee may be changed in future fee schedules. Limited **covered** storage is also available at rates shown in the **Fee Schedule**, including car parking (see rate sheet on page 8).
19. A fee schedule will be published annually (or more frequently if necessary) by BRC.
20. By signing this "Membership Agreement", the member has acknowledged that he/she has read BRC Rules and Regulations – pages 1-8.

21. Our permits from the federal and state agencies involved are crucial to the operation of the Club. Any conduct jeopardizing them can result in immediate termination of membership

Property owner - if applicable: Barbour Island Lot # () Gould's Ldg. Lot # ()

Member-boat owner's Signature

Date

BRYC authorized representative

Date

Please sign this application and mail the first 2 sheets (pages 1-4) along with your check to:

Barbour River Yacht Club
C/O The Underwoods
4555 Sentinel Post Road, NW
Atlanta, Georgia 30327-3912 404-262-7599 (Atlanta) 912-832-6721 (Coast) mail@barbourriverclub.com

A copy of pages 1–4 (first 2 sheets) signed by a BRC officer will be returned to you. Please hold your copies of Pages 5-8 (last 2 sheets) for future reference.

A membership sticker will be returned with your copy of this application. It will show your name, annual renewal/expiration date, plus boat make and model. Please place it on your boat in an area visible from the dock, preferably forward and on the left (port) side of the cabin or console.

It is absolutely imperative that a current membership sticker be displayed.

A laminated membership card will also be sent upon request if you have no boat and wish membership identification. Please name identify/label your trailers if parked on BRYC property.

Membership is not effective until this signed form is received and signed by BRYC. Your application is kept on file and renewal of your membership will not require a new one. Please advise the BRC when you are planning to launch a new boat – different from any recorded on this form. Also inform us of any street or email address or phone number changes or additions. This agreement may change from time to time, and copies of the current one are in the Clubhouse. You agree to these changes, with the option of resigning your membership.

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Barbour River Club Rules and Regulations



I. All members agree to recognize the pristine nature of the Barbour River and do all within their power to maintain its purity and natural state. BRC, its members, and their guests will conduct operations and encourage others who handle materials to conduct themselves in such a manner as to prevent spills through planning, good housekeeping, adequate equipment, proper maintenance and safe operations of related equipment. Should a spill of oil or other hazardous material occur, immediate action will be taken to contain the spill and stop any further release of the material. All responsible parties and jurisdiction agencies will be immediately be notified of the spill.

A. Procedure for reporting spills:

The initial observer must notify BRC management upon the occurrence of a spill. Additionally, or instead, if this is impractical, the following will be notified

<u>AGENCY OR COMPANY</u>	<u>PHONE NUMBER</u>
1) US Coast Guard Marine Safety Office	912-652-4353
2) Georgia Natural Resources Communications Center	800-241-4113
3) National Response Center	800-424-8802

As much pertinent information as possible will be given including:

- A) Location of the spill
- B) Source of the spill
- C) Time of the spill
- D) Estimated volume of the spill
- E) Nature and potential danger of spilled material
- F) Anticipated movement of the spill material
- G) Responsible party(s) -- name, address, phone, etc. if available -- best description if no action already taken
- H) Weather conditions at spill site

Barbour River Club members will cooperate with all governmental agencies to insure proper implementation of the States Contingency Plan for the Spill of Oil and other hazardous substances.

B. Spill Containment and Cleanup:

Upon discovering a spill, BRC members and/or management present will immediately make every reasonable effort to contain the spill and stop it at its source, when this can be done without danger to the health and safety of those involved. Containment may involve blocking storm water, building berms or dikes, deploying booms/absorbent materials and other barriers to prevent the spread of the pollutant, and other measures to minimize health and environmental damage.

Cleanup and removal of spill material and spill contaminated materials will be undertaken after consultation with appropriate governmental agencies to determine the best methods for removal.

II. Barbour River Club Members further acknowledge the special needs of the Harris Neck Wildlife Refuge located adjacent to the club. In its capacity as a shelter for birds and animals, some of which are in danger of extinction, this refuge provides a service to the environment worthy of the full support of the membership. From time to time, the BRC membership may be called on by the U. S. Fish and Wildlife Service to observe special precautions, speed limits, or noise abatement procedures to protect sensitive endangered specie recovery situations. All members promise to abide by these precautions as adopted by the BRC for this aim.



The following procedures are currently applicable member treatment for the recovering specie situation extant with the Wood Stork (and the Manatee):



While Wood Storks are most common in March through August (breeding & nesting season), they may be seen year round. When they are spotted, an effort should be made to avoid proximity or disturbance. Four nesting colonies currently operate along the Barbour River. Its marshes provide feeding areas for storks. Low tide is the prime feeding time. Also, periods of above normal rainfall may increase marsh feeding, because fresh water food supplies are less accessible. Wood Stork numbers have increased dramatically in recent years, and the outlook for the specie survival is much brighter. *Support from the boating community is vital to maintain this trend.*

1. Try to increase distance between your boat and the birds as much as possible. Move to the opposite side of the river where depth permits.
2. Slow down to reduce noise and disturbance, but avoid plowing along just off-plane, because that is where you generate maximum wake -- which the birds will find disturbing. Passing at idle is always acceptable, but this may result in a longer disturbance. Try to minimize the combination of time, noise, wake and proximity.
3. Completely avoid areas where you know there is Wood Stork feeding in progress when this is practical.

Failure to observe these precautions may result in disciplinary action, since the difficulties of the Wood Stork specie have made the creation of the BRC difficult and its growth a sensitive issue. Careless actions by members which jeopardize its existence cannot be tolerated and may result in expulsion.

III. The following operational rules will be in effect from startup, though they may be later modified or augmented to fit circumstances:

- A. Rude, intoxicated or otherwise unbecoming behavior is grounds for dismissal.
- B. Members shall hold BRC harmless against all claims or damages arising from any willful or negligent act or omission by him/her, agents or guests.
- C. OUR LIMITED DOCK SPACES ARE FOR TEMPORARY USE. CONTINUOUS USE IS FIRMLY LIMITED IN OUR PERMIT TO 24 HOURS. OVERNIGHT BOATS MUST BE UNDERWAY BY NOON, EVEN IF THIS DOES NOT INCLUDE THE ENTIRE 24 HOUR MAXIMUM. THIS IS NOT OPTIONAL!**
- D. Parents are fully and totally responsible for the safety and any acts of their children, regardless of age. **Life jackets on the docks for younger and poor swimmer children are strongly recommended.** Loaner life jackets are usually available in the clubhouse.
- E. No gear may be left on docks or dockside unattended or for prolonged periods. Unsightly gear must be moved promptly.
- F. All paper, bottles, cans and other trash must be placed in the dumpster or designated trash receptacles. None may be left on grounds or cast in the river.
- G. No cars, trucks or trailers may be parked on the facility property other than in assigned storage spaces or designated parking areas.**
- H. BRC reserves the right to refuse dock use to vessels that are unkempt, unsafe, malodorous or obviously for commercial use - in management's judgment.
- I. BRC will not launch water vehicles defined as "personal water craft" by Georgia law and generically known as "jet skis" -- as requested by US Fish and Wildlife refuge management.**
- J. Members are responsible for all legal penalties attached to their fuel, oil or other prohibited substance spills, including cleanup costs.
- K. Batteries, bad fuel and used oil must be disposed of in a manner approved by Federal, State and local authorities.
- L. Contaminated bilges and holding tanks may not be discharged in the waters surrounding BRC.
- M. Cooking, smoking and any open flames are prohibited on the docks.

- N. “No Wake” zones around the docks must be obeyed.
- O. Boat maintenance beyond very minor or emergency repairs must be taken or sent elsewhere. **No painting, overhaul, scraping, rebuilding, etc. is permitted in the hoist.** BRC management will assist in locating transportation for boats needing maintenance if requested.
- P. Fishing and crabbing from the docks may not interfere with boating activities. They have priority.
- Q. **MEMBERS MAY NO LONGER HAUL MATERIALS FOR BUILDING A NEW HOME ON THE ISLANDS FROM THE CLUB.**
- ❖ **HAULING OF SUPPLIES AND REPAIR MATERIALS FROM THE BRYC HOIST AND DOCKS IS LIMITED TO THAT DONE BY A MEMBER AND FOR A MEMBER TO BARBOUR, BIRD, WAHOO AND OTHER NEARBY ISLANDS.**
 - ❖ **COMMERCIAL HAULING BY OR FOR INTERESTS OUTSIDE THE MEMBERSHIP IS NOT PERMITTED. THIS IS A CONDITION OF OUR PERMIT.**
 - ❖ **Contractors not escorted by a member and who are not members themselves are not permitted to use the BRYC launching facilities.**
 - ❖ **Contractors doing island repairs may join the club and use their own boats with a sticker. They may be eligible for the 30 day trial membership.**
- R. **Infractions of rules will result in a warning for the first offense, \$50 fine for the second.**
- S. **Any infraction may result in dismissal if deemed serious enough or repetitive by management.**
- T. Please observe the 10 MPH speed limit on the property.**

MANATEES ARE NOW A PROTECTED SPECIES ALSO, AND WE HAVE POSTED SIGNS TO THAT EFFECT. AVOID THEM!

Do not feed them, hurt them with your boat, or allow fresh water hoses or leaks to reach the waters (which is an attraction to them). If you see a flow of fresh water, shut off the hose valve or the emergency valve where the pipe comes out of the ground.

Upon recommendation from the USFWS, the dock will be temporarily closed during certain times for woodstork activities. During this closure period, and due to this dock being the primary access for members who are residents of nearby islands, limited hours each day will remain available for dock use. This is a direct quote from our permit – old and new.

IV. In view of the special circumstances extant in the Harris Neck Wildlife Refuge at this time, first access to membership is accorded to property owners holding title to land in the Gould’s Landing Subdivision plus property owners holding title to land on Barbour Island.

At this time, lots smaller than 1/2 acre will not be considered as qualifying. The total membership is limited by the BRC permit from the US Corp of Engineers to 155.

The BRC shall have the right to take on other members from other areas within this total number, provided the total is not exceeded. These members may be replaced by applying members holding property in the two designated areas as deemed necessary by BRC management.

All rules, regulations, as well as any other guidelines, are subject to modification by BRC as circumstances dictate.

If your copy of the membership application (pages 1-3), decal(s), and/or membership card are not returned to you within a reasonable period of time, please call 404-262-7599, 912-832-6721, or e-mail (mail@barbourriverclub.com).

2019 Member Fee Schedule (Jan 1 until revised)

Launching and Retrieving boats by manager – Each Way

Length	Charge if hauled to and from storage in the area.
Less than 30 feet	\$22 in, \$22 out
For boats over 30 feet -- or stored elsewhere – costs should be negotiated with Jim Eising.	

- **These fees are paid to the launcher** at the hoist and constitute his compensation for that service. Barbour River Club does not share in them. **Please do not impose on them; they would prefer not to offer this service.**
- Boats without sound lifting rings requiring slings or needing other repairs at launching will require an additional charge.

The following fees are paid to the Barbour River Club and will be billed to you in advance:

Open storage space on which you may store a boat, trailer and/or a car beyond the period you are launched ----\$200 annually) – pro-rata refund if you have to leave early. **You may also pay \$70 per quarter for open storage without refund privileges.**

Storage (covered storage includes concrete floor and 110 volt power for a battery charger ----

Storage Stall number	Number existing	Specifications	Price per year
1	1	14'x40' --- 115 and 230 volt single phase power and lights --- former work shop --- 13' wide main doors & locking side door	\$1578.00
2 - 6	5	14'x 40' --- 115 volt power --- 13'wide doors	\$1460.00
7 & 12	4	15'x 45' --- 115 volt power 14Wx14H main doors --- locking side door	2035.00
8-11	2	15'x45' --- 115 volt power 14Wx14H main doors plus side door.	1978.00
Open Concrete pads	2		\$400.00
Open Storage on the grounds			\$200.00
-- pro-rata refund on storage paid annually if you have to leave early.			
For questions regarding availability and price call 912-832-6721 or 404-262-7599			

Important

Notes:

Hoisting materials to construct a house offshore may no longer be done at the Barbour River Club, per our permit with GA DNR – Their rule, not ours.

Any hauling of repair materials to Barbour, Wahoo, Bird or other nearby islands must be done **by a member and for a member**. We will notify you if DNR forces any additional change to these rules.

Our permit allows only **limited overnight docking**. It is always best to dock on the back side if you are leaving the boat overnight and you plan to use it the following day. Our permit allows a maximum of 24 hours continuously on the dock, and you must depart by noon the following day if there overnight. **We could suffer permit loss if we allow violations**. Therefore, we may well haul out violating boats. There will be a

--- \$40 unscheduled haul out charge if your trailer is readily available in the parking lot and marked plainly with your name so we can tell that it is yours.

--- \$75 per day charge, if not – to cover renting a trailer for you until you retrieve your boat.

We have no other choice in this matter. You will save money by calling the manager for help to minimize your exposure if you are detained by an emergency.

For launching or other service reservations, you may call Jim Eising, at home: 912-832-2262 or cell: 912-655-2884 or e-mail: eisingj@darientel.net.