

# General Rules of the Eagle Creek Sailing Club

Updated and approved by the ECSC Board of Directors on 08/10/2021

These rules are intended to promote a safe and enjoyable experience for all members, affiliated persons, and guests of the Club, and to help ensure the Club's facilities are maintained for their enjoyment.

## I. GENERAL SAFETY RULES

- A. Each member, affiliated person, and their guest is expected to use a reasonable amount of prudence and care in every activity in or around the Club and water. All Safety Rules are subject to the general principle that accidents MUST be avoided at all costs.
- B. Except in cases of emergency, no safety or committee boat shall be operated without the prior approval or duty assignment of the Safety Committee Chair, Race Committee Chair, Harbor Master, or Commodore.
- C. All unsupervised children unaccompanied by parents or responsible guardian shall be kept away from the waterfront and out of club boats and other member's boats.
- D. Small children shall not be left unattended on the Club grounds.
- E. Each Club member, affiliated person and guest is directly responsible for the safety of their own children.
- F. Neither the Eagle Creek Sailing Club nor any agent or official thereof assumes, in any manner, any liability whatsoever for the boats and equipment participating in any event at the Club, or any liability for the personal effects or personal injury of participants or spectators.

**II. PERSONAL BEHAVIOR AND GUESTS** Eagle Creek Sailing Club in providing and promoting family-oriented sailing activities and facilities, is committed to ensuring and encouraging a safe and healthy environment for its members, affiliated persons, and guest. The Club expects everybody using the Club's facilities to behave in a manner which allows others to be safe and enjoy sailing activities. Adult members shall demonstrate a high degree of individual responsibility recognizing that their words and actions are an example to the Club's youth members.

- A. Use of Club facilities for a private party requires prior approval of the Commodore.
- B. Non-family guests shall be limited to six (6) persons per membership except for private parties approved by the Social Committee Chair.
- C. Members or affiliated persons are responsible for the conduct of each of their guests. Each guest shall be required to abide by all Club rules.
- D. Each member or affiliated person is required to keep guests and family members off the boats and property of other Club members.
- E. Each member or affiliated person must accompany their guests at all times while on Club premises.
- F. Discrimination of any member, affiliated person or guest based on age, race, religion, sex, national origin, or disability will not be tolerated.
- G. Any person who is a member or an affiliated person and who makes any verbal threat or physical attack against another member, affiliated person, or guest, will be subject to immediate disciplinary action by the Board, up to and possibly including immediate suspension or termination of membership.

## III. GROUNDS AND FACILITIES

- A. During the period April 1st through December 1st, members, and affiliated persons entering the Club grounds on Saturday, Sunday and holidays may leave the gates unlocked during daylight hours. However, the gates are always locked from dusk to dawn.
- B. Every member, affiliated persons, their family, and guests are charged with the general responsibility for maintenance and upkeep of the Club grounds. Members and affiliated persons shall pay special attention to the following:
  - 1) Deposit refuse in the containers provided.
  - 2) Refrain from cutting trees or bushes.
  - 3) Small children are the responsibility of their parents.
  - 4) No fishing from docks or slips is permitted.
  - 5) Hunting is not permitted.
  - 6) Swimming is not allowed in the Club area. This is a legal requirement imposed by the Parks

Department and subject to a fine to the Club and to the member. Any liability to the Club incurred because of a member or affiliated person will be assessed to the member or affiliated person.

- 7) Friendly dogs are permitted on Club property, on a leash under owner's control, but shall not be allowed in an area where a food event is taking place.
- 8) Do not block ramp or beach area with trailer or car after launching.
- 9) Do not tamper with the night security lights. The lights are connected to a timing device and are to remain on during the evening hours.
- 10) Each member is responsible for locking and securing their own property. The Club assumes no liability for any loss.
- 11) No member or affiliated person shall use the hoist without proper instruction from the Harbormaster or their designee.
- 12) Race Committee boats are for official club use to support races, regattas, and other club events. The club's Race Committee boats may be used by members to render emergency assistance to individuals or boats on the reservoir.

C. **Boat Docking, Trailer Parking and Sail Lofts.** Members and affiliated persons shall pay special attention to the following:

- 1) All docking and parking of boats and/or trailers is by assignment from the Harbor Master. No member shall park a boat and/or trailer in a space not assigned to that member.
- 2) Docking or parking spaces cannot be assigned or changed by a member without the prior approval of the Harbor Master.
- 3) Each boat must display a current membership sticker on the port bow. Each trailer shall display a current membership sticker on or near its tongue. Membership stickers must be on the boat and trailer no later than June 1, or within 30 days of acceptance of new membership.
- 4) No boat and/or trailer may be parked inside or outside of the Corral Parking Lot between 1:00 AM on Mother's Day and 3:00 PM on the Sunday of the Hornback Regatta/Chili Cook-Off.
- 5) The upper trailer lot known as "The Meadow" is to be used only for trailers between May 1 and October 15
- 6) No boat shall be tied to the 48-Hour Dock for more than 48 hours in a 7-day period without special permission from the Harbormaster.
- 7) The sail lofts are to be locked by the Club member after each use.

D. **Boat Co-Ownership.** All co-owners of a boat must hold a current Regular or Family Membership in the club.

E. **Wet Slip Wait List.** New Regular Members and new Family Members may be added to the wet slip wait list upon receipt of full payment of Initiation Fees and Annual Dues. Existing Regular Members and Family Members who do not meet the membership renewal deadline (last day of February), will have their names purged from the wet slip wait list. Re-instatement to the wet slip waiting list will occur at the time that full remittance for outstanding fees is received. Re-instatement to the wet slip waiting list means that you forfeited your prior position and will be put on the bottom of the slip waiting list based on the date your full remittance is received in full.

F. **Slip Assignment.** Members meeting the annual dues renewal deadline (last day of February) will be assigned to the same wet or dry space for their boat previously held, unless changed by the Harbormaster for just cause (in which case notification will be given). If a change has been requested by the member, it will not be considered until after annual dues deadline has passed and all no-change assignments have been made. If a request cannot be honored, the member will be given his/her prior space. New wet and dry slip assignments by the Harbormaster will be based on seniority of membership and wait list status.

G. **Sub-leasing of Wet Slips.** To avoid confusion regarding the sub-leasing of Wet slips, a member must first be a current slip lessee for the current sailing year, having first met both membership and any financial terms associated with the leasing of such slip. The sub-leasing of slips is strictly prohibited except as indicated herein. If a member leases a slip in any current calendar year but then determines that neither he nor she can use the slip, then that member shall promptly notify the Club's Harbor Master. The Harbor Master shall

then promptly attempt to sub-lease the slip with another member from the Club's official waiting list for either the remainder or the entire current sailing season. Furthermore, providing the slip can be sublet for part or all the season, the original lessee of said slip shall be reimbursed by the Club for the "unused" slip. The original lessee/member shall retain the right of first refusal for that slip for the next year's sailing season. Furthermore, if two slip lessees mutually agree to trade slips, then they are both required to notify the Harbor Master or Membership Chair in order that the Club's records be changed to reflect the actual use of the slips.

- H. **Number of Boats per Membership.** Each membership entitles a member to store no more than two (2) sailing craft on the Club's grounds during the normal sailing season. Off-season storage is subject to additional fees or charges for all affected members. However, sailing crafts owned by current members and stored on the Club grounds as of 7/1/2019 shall be "grandfathered" until such time as the Club's Board of Directors determines that the "capacity" for allowing any new member to join the Club and to keep one sailing craft on the Club's grounds is "hampered." At such time when any new member joins the Club and available space on the Club's grounds would not allow the new member to keep his or her sailing craft on the Club's grounds, then an owner of any prior "grandfathered" sailing crafts [priority given to oldest membership number] shall have the right to acquire an additional membership for additional watercraft or, in the alternative, any such affected member may either apply for an additional membership for an additional fee, to be determined by the Board of Directors. This fee would be paid to the Club to keep the additional watercraft located on the Club grounds. However, any such affected member has the right to immediately remove any such watercraft. It is understood that any such members are not automatically entitled to an additional membership from the Club but rather any such additional memberships and additional fees shall be determined by the Board of Directors at such time.
- I. **Abandoned Watercraft.** All members of the Club are entitled to have a sailing craft kept on the Club grounds. However, such members are also required to pay for annual dues for this privilege. Furthermore, if such member fails to renew either his or her membership in the Club and/or either he or she has failed to execute a current storage agreement, then said member hereby consents, in advance, to the Club's, by and through its officers, agents, servants or employees, contacting any and all appropriate authorities including, but not limited to, the State of Indiana's Department of Natural Resources, Law Enforcement Division, or the Marion County Sheriff's Department, for the purpose of removing any and all sailing craft or watercraft as "abandoned vehicles" consistent with any applicable Indiana Code Sections and/or other provisions and/or Indiana case law in general. Furthermore, to the extent possible, the Club will attempt to notify all persons who may be owners of any such abandoned watercraft. If said member or former member fails to remove the abandoned watercraft as required, then the Club reserves its right to sue any such current member or former member or owner for any storage charges or any other charges in addition to the Club's having contacted any law enforcement officials for the purpose of having any abandoned watercraft removed from the Club's grounds. Furthermore, any affected current or former member or owner[s] of any such abandoned watercraft hereby agree[s] to both indemnify and hold the Club harmless for any acts or omissions of the Club for having such abandoned watercraft removed from the Club's premises or for having commenced an action against any such member or owner[s] of any such abandoned watercraft for failing to pay any fees or charges either paid or to be received by the Club or assessed against the Club regarding any such abandoned watercraft.
- J. **Derelict Boats and Trailers.** A boat and/or trailer at Eagle Creek Sailing Club is considered derelict if any three of the following six criteria are observed and documented:
- The round ECSC membership decal is not displayed on the boat or trailer within 60 days of joining or renewal of membership.
  - Existing State of Indiana boat registration decal on the boat is out of date.
  - At least one trailer tire is flat or missing.
  - Water has accumulated within the interior of the sailboat.
  - An excessive amount of mold (approximately 50% covered) is present on the sailboat.
  - Trash is on or beneath the sailboat and/or trailer.

A member shall be notified in writing by the Harbormaster Committee if their boat has met at least three of the above six criteria. The member shall have 30 days to correct the situation or respond to the Harbormaster Committee with an acceptable reason why corrective action cannot be promptly taken.

On the 31<sup>st</sup> day after the first written notice has been provided to the member, if the member has not taken corrective action, then the member shall be fined at a rate of \$100 per month. The member shall receive two additional written notices from the Harbormaster Committee on approximately the 60<sup>th</sup> and 90<sup>th</sup> day if corrective action has not been taken.

Any outstanding fees, including the derelict boat/trailer fine (\$100 per month), must be paid by the member before their membership will be accepted for renewal. A member who has dropped their membership, then later renews, must pay all outstanding fees associated with a prior violation of this policy.

A member who is not renewing their membership shall remove their sailboat, trailer, and other watercraft property from the club before May 1. Effective May 1, an inactive member's sailboat, trailer, and other watercraft property are considered abandoned and further action may be taken by the Club to dispose of the abandoned property.

#### **IV. ENFORCEMENT**

- A. A member who violates the Bylaws or General Rules of the Club shall be sanctioned in accordance with this section. In addition, a member or affiliated person shall be personally responsible for any damages arising from a violation by the member or affiliated person or their guest.
- B. Upon the first violation, any officer or committee chair may orally inform the member or affiliated person of the violation and request compliance with the Bylaws or General Rules. The officer or committee chair, in the officer's or chair's discretion, may confirm this notice in writing to the member or affiliated person with a copy to the Club Secretary. If the affiliated person is a member of an Affiliate Organization, then a copy of such notice shall be sent to the Affiliate Organization.
- C. Upon a second violation or second notice of a previously uncured violation, any officer or committee chair may request the Commodore to inform the member or affiliated person, in writing, of the violation. Such notice shall include a copy of this provision of the General Rules and a copy of this notice shall be given to the Club Secretary. If the person is a member of an Affiliate Organization, then a copy of such notice shall be sent to the Affiliate Organization.
- D. Upon a third violation or third notice of a previously uncured violation, any officer or committee chair may request the Executive Committee of the Board of Directors to consider and levy a fine against the member in an amount of up to One Hundred Dollars (\$100.00). The member shall be given written notice by the Commodore of the request, which notice shall include the time and date of the next meeting of the Executive Committee. At such meeting, the member shall have a right to appear in person, without counsel, to attend the proceedings and present a brief statement on his or her own behalf. If the Executive Committee imposes a fine against the member, all rights and privileges of membership shall be suspended until the fine is paid in full.
- E. If a member persists in a violation of the Bylaws or regulations after a fine has been levied and paid, then any officer or committee chair may request the Board of Directors to consider other sanctions against the member, including, but not limited to, loss of seniority rights, suspension, or removal from membership. The member shall be given written notice of such request by the commodore, which notice shall include the time and date of the next meeting of the Board of Directors. At such meeting, the member shall have a right to appear in person, without counsel, examine witnesses, and present a brief statement on his or her behalf. Any decision of the Board of Directors shall be final.

- F. An exception to the above sanctions in this section will apply to any member or affiliated person who makes a verbal threat or physical attack against another member, affiliated person, or guest while on club grounds. In response to hearing about a verbal threat or physical attack made by a member or affiliated person, the member or affiliated person shall be given written notice by the Commodore to appear in-person, without counsel, before the Board of Directors, and present a brief statement on his or her behalf. Any decision of the Board of Directors shall be final, including suspension or termination of membership.

**V. WATERCRAFT**

Members and affiliated persons in the Club are restricted to the following types of watercraft:

- 1) Sailing craft,
- 2) Self-powered (non-motorized) watercraft, including kayaks and canoes.

**VI. WORK CREDITS**

To encourage participation in Club events the Board of Directors has established an earned discount based on Club work done by its members. The Board may set the total amount of discount per membership and value of each credit from time to time. Work credits may only be earned by full members (family or regular) of the Club and are granted by the Officers and Committee Heads. Work Credits are applied to membership dues only, any additional fees must be paid in cash. *Additional work credits that may be applied to club due and fees may be granted on a case-by-case basis. The Commodore may approve up to \$250 additional work credits. The Commodore, an additional Officer, and the Committee Chair representing the purpose for which the work credit is intended, may approve up to \$500.* Work credits are good for one year. For example, credits earned in 2004 may only be applied to 2005 membership dues. Work credits earned by a full member may be applied to reduce the next year’s membership dues at a lower level of membership (social, lake associate, etc.) but not below zero and any excess work credits may not be carried forward.

**VII. PUBLIC USE OF CLUB RAMP**

No member shall deny a non-member from launching or retrieving their boat if the non-member provides proof of payment to Indy Parks for launching fees at Eagle Creek Reservoir.

**Change History**

8/11/21	Section VI (Work Credits)	“Additional work credits . . . “	
5/15/21	Section III (Grounds and Facilities)	Sub-section “J” Added	
3/09/21	Section III (Grounds and Facilities)	B.12	Added
3/09/21	Section IV (Grounds and Facilities)	C.5	Modified