

Baltimore Sailing Center Membership Agreement

(revision 20240305b)

A. THE CLUB

1. The official name of the Club is "Baltimore Sailing Center, LLC". We are also known as Baltimore Peninsula Sailors or BP Sailors. The Club is formed for the purpose of providing sailing and other social activities for its members. The Club home marina is located at Port Covington Marina, 321 E Cromwell, Baltimore, MD, in the beautiful Baltimore Peninsula waterfront community. Our website is at <https://sailbp.com>
2. The affairs of the Club shall be handled by the Steering Committee (SC). The Steering Committee shall consist of the Club President (Commodore), Vice President, Honorary Secretary, and up to 4 other members of the Club in good standing.
3. The Steering Committee shall set up a Membership Committee (MC), and other committees that are necessary for efficient operation of the Club activities. Each committee shall elect a chairperson who will set the agenda and organize, no less than three times per season, meetings to discuss and direct the operations of the Club delegated to that committee. The committee chairperson will send a summary report of the meeting discussion and decisions to the Steering Committee.
4. The Membership Committee (MC) is tasked with the recruitment, retention, approval/disapproval of membership applications as well as investigation of member complaints received directly from members or thru the Club ombudsman.

B. MEMBERSHIP

1. Membership of the Club shall be open to anyone interested in sailing regardless of sex, age, disability, ethnicity, nationality, sexual orientation, political affiliation, religion or other beliefs. However, limitation of membership according to available capacity and facilities is allowed on a non-discriminatory basis.
2. Every candidate for membership shall be nominated by one member and seconded by another member. The candidate's name and contact information shall be sent to the Honorary Secretary (HS). The HS will then forward the membership request to the Membership Committee (MC) chairperson for consideration. The MC will decide if the person should be granted membership in the club.
 - a. If any member of the MC objects to the application, then it will be denied.
 - b. The MC may consider the applicant's reputation, potential to contribute to the community, past anti-social behavior, criminal history, and any relevant non-discriminatory facts as part of the criteria for admission or refusal.
 - c. The MC chairperson will notify the HS about its decision. The HS will inform the applicant if the application for membership was approved or refused.
3. After approval by the MC, a person who is over the age of **twenty-one** may be admitted to the Club as a **crew member** upon payment of the membership fees and the Club **initiation fee**. *Family members are subject to provision C.7 below.*
4. A person who is over the age of **twenty-five** may be admitted to the Club as a **skipper member** upon meeting the qualification requirements, successful completion of the skills tests, and upon payment of the **membership fees** and the Club **initiation fee**. The skills requirements are outlined in the **BSC Skipper Requirements** document.

5. Every Member, on joining the Club, implicitly undertakes to comply with these rules and any rules imposed upon the Club by the marina management, and the laws of the city of Baltimore, the state of Maryland or the U.S. Federal Government.
 - a. Any refusal or neglect to do so, or any conduct which in the opinion of the Club is either unworthy of a Member or otherwise injurious to the interests of the club, shall render a Member liable to expulsion by the Club management.
 - b. Before expelling a member, the Membership Committee shall call upon the member for an explanation of unacceptable conduct and shall give the member an opportunity to defend or to resign from the club. Based on the results of its investigation, the MC will either forward a recommendation of expulsion to the Steering Committee, or it will close the matter with explanation. The SC has the final say on termination of membership.
 - c. Any member who threatens, attacks, degrades, insults, or otherwise belittles other members or our community can be terminated by the Club management. If you feel that another member has attacked you or otherwise violated the policies of the Club, you can send a message to ombusdman@sailbp.com to report the incident.
6. The membership of any member who has not paid the membership dues by the due date shall be terminated. A member may be restored at the discretion of the Club management.
7. Every member shall furnish the honorary secretary with an up-to-date **physical address** and **email address** which shall be recorded in the Roster of Members and any notice sent to such address shall be deemed to have been duly delivered.
8. Membership in the Club and acceptance of these rules by the member shall be deemed to consent to the holding of relevant personal data in the Club records and computer systems. Relevant personal data may include pictures and video footage taken during club activities. The Club may send email messages to the provided contact address. The Club will not resell member data to third parties.

C. MEMBERSHIP AND INITIATION FEES

1. The Club management will set the membership fees on an annual basis and publish them online by **April 1st**.
2. Membership term is for one year, **from April 1st thru March 31st**.
3. Membership fees will be due no later than **30th of April** for the current term. Members may choose to pay in installments with first payment made by **April 30th** and the balance must be fully paid by **Aug 31st**.
4. Members shall not in any term be entitled to exercise any rights or privileges of membership until all dues, fees and fines are paid.
5. A member who joined after **September 1st** shall pay such fees as determined by the Club.
6. All new members must pay the Club initiation fee and go thru the orientation before participating in club activities. The fee may be waived by the Club.
7. Family membership option allows members to sponsor immediate family members **over the age of 13** on their plan. Each additional family member can join at the crew level and pay a discounted rate. Each included family member must meet the membership eligibility criteria and follow the Club policies. Family members who are minors (under 18 years of age) must be accompanied by the sponsoring member.

D. MEMBER PRIVILEGES

1. Any member can sign up to participate in the Club organized events using the online event registration system subject to event capacity limitations on a first-come-first-served basis. Skipper members can sign up to skipper a boat for a Club-organized event subject to availability.
2. Certain Club-organized activities that require a higher level of experience and training may have special requirements and application process. These events will be listed as "subject to application and review".
3. Skipper members can make **private boat reservations** using the **online Boat Reservation System**, subject to availability. A skipper member is allowed to have up to three outstanding private reservations at any given time. Overnight private reservations are limited to three nights. Staying aboard the Club boats overnight while docked at the home marina is not permitted.
4. Club organized events take priority over private reservations. The Club will make an effort to post these events in the reservation calendar ahead of time so as not to interfere with private reservations. The Club reserves the right to take a boat off-line due to safety or maintenance concerns at any time. The Club will make an effort to notify the holder of any boat reservations that may be impacted.
5. A private reservation that has not been claimed **two hours past the time** it was set for will be declared a **No-Show**, and it can be reclaimed by the Club or other skippers. Repeated no-shows may result in the suspension of privileges.
6. Members may sign up for the optional skills development and mentoring program for a fee. The Club will schedule regular on-the-water and online training sessions during the season.
7. Entering the Club boats in a regatta or racing event not organized or sanctioned by the Club is prohibited.
8. Using the Club boats for commercial purposes is strictly prohibited. Only the American flag and the club burgee may be flown on the Club boats.

9. The Club boats must be returned promptly to the **Port Covington marina** and docked at the designated slips at the end of the reservation.
10. Signing up for an event and not showing up is considered a **No-Show** unless a timely notification is sent to the Club before the event. Repeated no-shows can result in suspension of participation privileges.
11. Access to restrooms and showers is available to all club members; the combination code for the restroom doors can be obtained from the marina manager. On-site parking is available on a first-come-first-served basis. The marina may require a parking fee.
12. All members are invited to participate in the socials and parties organized by the Club.
13. Some events may allow members to bring a guest. All guests must sign the Club waiver of liability form upon arrival or earlier if they wish to visit the docks and go on board the vessels.

E. SAFETY

1. No new member may go afloat until they have had a **Safety Briefing and club orientation** from a committee member or other approved member. All members are expected to follow the **Club Safety Policies**, detailed in a separate document.
2. Personal floatation devices must be worn by every club member on the boats. These should be in serviceable condition and US Coast Guard approved. Each member is required to bring his or her own PFD.
3. Appropriate clothing shall be worn by all persons afloat.
4. There is no safety boat for organized club activities. Users going on the water do so entirely at their own risk.
5. In the event of any emergency, every member is expected to assist in any rescue as needed. Members are advised to **call 911** and issue a **Mayday** call on **VHF Ch 16** for life-threatening or other medical emergencies.

F. LIABILITY

1. The Club shall not be liable for any loss, damage, death or personal injury caused to the Owner, Skipper, Crew or guests as a result of their taking part in any Club organized events.
2. The Club shall not be liable for any loss, damage, death or personal injury caused to the Owner, Skipper, Crew, guests, or third parties as a result of the member's private use of the Club boats or facilities.
3. It shall be the sole responsibility of each skipper to decide whether or not to sail. The skipper is responsible for following the Club Safety Policies. The Club shall not be liable for any loss, damage, death or personal injury caused to the Owner, Skipper, Crew, guests, or third parties as a result of Skipper's negligent or careless conduct.
4. Members and/or Guests and in particular the parents or guardians of children are warned that the club is not able to provide safety cover during member activities. They must appreciate that the club cannot be expected to exercise supervision or control. Members and their guests use any facilities of the club entirely at their own risk and impliedly accept that:
 - a. The club will not accept any liability for any damage to or loss of property belonging to members or guests or visitors to the club.
 - b. The club will not accept any liability for personal injury arising out of the use of club facilities and vessels or out of participation in any race organized by the Club, whether sustained by competitors or their guests, or caused by the said competitor or guests, whether or not such damage or injury could have been attributed to or occasioned by the neglect or negligence of any of the officers, committee, boat owners or servants of the club.

G. MISCELLANEOUS

1. All users must act in a responsible manner and show consideration to other users of the water and the marina. There shall be no deliberate disturbance to any wildlife, and noise levels should be kept to a minimum.
2. All members are expected to exercise great care in avoiding pollution to the environment, especially to the waters we sail in. Trash must be removed from the boats and deposited in the dumpster at the marina.
3. The Club uses the Telegram online service to communicate relevant event information. All club members can request access to Telegram groups and other online facilities provided by the Club. These groups have a separate acceptable use policy that each participant must follow. Email notifications are also sent about event signup or cancellations.
4. Boat reservations and event signup are handled by the Club's web portals. Each member will be given a personal account to sign up for the events and access the boat reservation system. Only the skipper-level members may reserve boats. The boats must be checked into the system upon return to the marina.
5. The marina currently provides pump-out facility at the T-head. Skippers are encouraged to use this facility upon returning from a trip. In case the marina-provided pump-out facility is not operational, the skipper is responsible for pumping out the holding tank at another facility.
6. Swimming off the boats while at the PCM or at another marina is prohibited. Members may swim off the boats **at their own risk** while at anchor in protected areas designated for recreational swimming.
7. Any injury requiring assistance beyond first aid must be reported to the Club.
8. Skippers must follow good boathandling practices to avoid damage during docking/departure procedures. No part of the hull should make contact with the docks, other boats or objects in the vicinity; only the fenders may touch the docks. The boat must come to a complete stop before any crew disembarks. Boat hooks can be used to aid docking.
9. Damage to the boats must be reported to the Club management. Failing to report incidents that might have potentially caused damage will result in disciplinary action against the skipper. The Club will have its maintenance team to evaluate all damage and decide if any repairs or outside help is needed. If the inspection requires a haulout at a marina facility of the Club's choosing (usually after a grounding), the skipper is responsible for reimbursing the Club for any fees incurred.
10. The skipper is responsible for the first \$2000 of costs to repair the Club boat, and for the first \$5000 of other property damage and liability. The Club has the sole discretion regarding where, when and by whom the repairs will be performed. These fees may be waived for skippers volunteering for club events as long as the skipper followed the safety guidelines and good seamanship practices.
11. Members are expected to help with boat maintenance to keep the costs and fees low. Work parties will be organized and promulgated by the Club before the season starts, and at other times as needed. Tools and supplies will be provided by the Club.