



DIPA Boat Landing New Membership Agreement

PLEASE PRINT LEGIBLY:

Application Date: _____

Printed Name of Applicant /Licensee

Daniel Island Property Address

Preferred Phone

Email Address

BOAT (Make/Model):

Length: _____ Color: _____ Motor: O/B I/B

Marine Registration Number: _____

Towing Vehicle Tag Number and State: _____

Staff Use Only

PBL: _____

Decal # _____ Fob # _____

*Decal/sticker must be placed on the tongue of the boat trailer to either side of the winch.

RULES AND REGULATIONS

WHEREAS, Daniel Island Park Association (“DIPA”) is the owner of certain real property known generally as the Ralston Creek Boat Landing located in the Daniel Island Park (the “Property”), upon which DIPA operates a Docks/Boat Launching facility, herein referred to as the “Facility”; and WHEREAS, in order to (i) provide for and promote the preservation and conservation of wildlife, game and migratory birds, (ii) maintain, enhance and accentuate the value and tranquility of neighboring properties; (iii) protect the natural and scenic resources; and (iv) ensure safe use and enjoyment of the Facility, DIPA has established the following Rules and Regulations for the operation and maintenance of the Facility:

1. The Property and Facilities shall be for the use of DIPA members in good standing and their accompanied guests, DIPA Staff, and their respective accompanied guests and invitees.
2. No campers or other habitable motor vehicles of any kind, nor large commercial vehicles (except “pick-up” trucks, sports/utility, and/or other types of small to mid-sized personal recreational vehicles used to pull small boat trailers) shall be allowed on the Property without the prior, written consent of DIPA.
3. Parking of vehicles with attached trailers is allowed only within the designated parking areas. Parking on the grass, street, and/or road shoulders is not permitted. If all designated spaces are occupied, trailers shall be returned to the property owner’s garage or designated boat storage area.
4. **Vehicles without trailers are not permitted to park in the parking lot as the parking lot is reserved for vehicles with attached trailers only.**
5. No alterations or attachments shall be made to any building, dock, pier, landscaping, or other structure on the Property. Boat arms shall be left untouched at all times. If a boat arm is found damaged, Licensee will be held responsible for damage costs.
6. **Noise levels must be kept at a minimum at all times. This is a neighborhood boat launch, not a public or commercial facility.**
7. **Overnight docking** of boats is not permitted, except in special circumstances, such as an emergency. The Daniel Island POA must be notified if such incident were to occur.
_____ (initial)
8. Crab pots/traps may not be left overnight.
9. **Boats must be launched from the existing dock/boat launch facilities only.**
10. **Swimming at the boat landing is not permitted.**
11. All South Carolina maritime laws must be observed. In addition, I have read and understand the Rules and Regulations per this document. _____ (initial)
12. The Landing, Launch, and docks are NO WAKE ZONES.
13. Injury to natural resources and wildlife is strictly prohibited
14. Children without a valid Driver’s License must be accompanied by an adult. Parents must remain with children at all times.
15. Pets must always be on a leash. Any pet waste must be removed by the Licensee.
16. Jet Skis and Wave Runners are not permitted.
17. **Boats including trailers are limited to 25’ in length. Creek is not wide enough for larger boats.**
18. Lending or giving a fob or decal to another resident or non-island resident is prohibited. This violation will result in the suspension or termination of boat landing

privileges. _____ (initial)

18. Licensees and their guests and invitees are expected to conduct themselves as good neighbors, respecting the rights of quiet enjoyment of others.
19. These Rules and Regulations have been promulgated by DIPA, and are enforceable by DIPA, its successors and/or assigns. The Vice President of Community Services shall have full discretion as to the interpretation of these Rules and Regulations.
20. DIPA shall have the right to modify and amend these Rules and Regulations in whole or in part from time to time.
21. **Boats, Trailers and Other Watercraft Parking on DI**

Parking/storage of watercraft and trailer is not allowed on the street or driveway per the Daniel Island Park Covenants, Conditions and Restrictions. When using your boats, we understand the need to bring it to your home and load up your items and when finished, unload and wash it off. Please be sure to have your boat at your residence only long enough to do these items. Overnight storage of boat or empty trailer is not allowed at your home or at the boat landing. The Daniel Island POA reserves the right to tow all boats, trailers and other vehicles who are in violation of our boat landing rules and regulations.

*Abuse of these violations will result in the suspension or termination of boat landing privileges, along with fines and reinstatement fees. _____ (initial)

Terms of Boat Landing Membership

This License Agreement is entered into by and between the **Daniel Island Park Association, Inc. (“DIPA”)** and _____ (“Licensee”) as of the date Licensee has signed below and is effective through December 31st of the same year. In consideration of the mutual promises contained herein, the parties agree as follows:

1. Applicant for a License Agreement must be a DIPA Member in good standing. This agreement shall automatically terminate if the applicant is no longer a DIPA member in good standing. Applicant shall promptly notify DIPA if Applicant ceases to be a DIPA member by selling property.
2. Subject to the terms and provisions hereof, DIPA grants to Licensee a non-exclusive, revocable, and terminable license to enter the Licensed premises (Ralston Creek) for the purpose of boat launching and/or use of the facilities, for pleasure craft boat and/or trailer with the non-exclusive, revocable, and terminable permissive right of access to and from the premises.
3. Licensee understands and agrees that Licensee's use and occupancy of the Licensed Premises under this License Agreement does not and shall not create any rights in third parties, nor constitute a claim by any party of any interest or estate of any kind or extent whatsoever in the Licensed Premises.
4. The “Licensed Premises” shall mean and refer to the “Ralston Creek Boat Landing.” The Licensed Premises are privately owned and operated by the Daniel Island Park.
5. The term of this License Agreement shall be from _____, _____ and is effective through December 31, _____. **License renewals shall occur annually and require a \$50.00 renewal fee.** All renewal fees will be mailed out with your Annual Assessments. Licenses not renewed at that time will result in the cancellation of the membership. Licensee shall be required to re-apply and pay the full application fee (\$75) if they would like to be a member.
6. **Licensee shall pay DIPA for this License Agreement a one time “License Fee” of \$75.00.** License fees shall not be pro-rated if the agreement is signed after the commencement of the license period. Licensee shall not be entitled to a refund of any portion of the License Fee if (i) Licensee terminates this License Agreement; or (ii) the Daniel Island POA terminates this License Agreement due to Licensee’s failure to comply with the terms and provisions hereof. **Lost or physically damaged fobs shall result in a \$50.00 replacement fee.** New identification decals may be obtained at no charge.
7. Licensee, guests & invitees shall use the Licensed Premises at his/her/their own risk and Licensee and Licensee’s guests and invitees shall, at his/her/their own cost, save, defend, indemnify, and hold DIPA, its employees and/or agents, harmless from and against all injury, loss, claims, judgments, causes of action or damages (including reasonable attorney’s fees, expenses, and disbursements) to any person or property resulting from, arising out of, or in any way connected with the occupation or use of the Licensed Premises either by Licensee or guests or invitees of Licensee.
8. Licensee shall be responsible for his/her property and boat. Boats/Trailers parked in any space other than designated parking spaces are subject to towing at Licensee’s risk

and cost. Associated towing and/or storage fees are the responsibility of the Licensee, due within 15 days. Licensee agrees to hold DIPA and its employees and/or agents harmless from loss, claims, and judgments, causes of action or damages involved in movement of said vehicle.

9. This License Agreement is granted subject to all recorded Covenants and Restrictions affecting the property, including, but not limited to the (i) Declaration of Covenants and Restrictions for the DIPA; (ii) the Rules and Regulations attached hereto as Exhibit "B" and incorporated herein by reference (as the same may be amended from time to time), and such other rules and regulations for these facilities adopted and/or promulgated from time to time by DIPA; (iii) all DIPA policies and procedures; (iv) all applicable governmental laws and ordinances.
10. The obligations of the Licensee hereunder shall be the joint and several obligations of the family and guests of licensee.
11. This License Agreement contains the entire understanding of the parties, and it may be amended only by an instrument in writing signed by Licensee and the Daniel Island Vice President of Community Services.
12. Licensee agrees to report cleanliness, improperly parked vehicles, maintenance issues, and other concerns to the Daniel Island Property Owners' Association during normal business hours.
13. A penalty of \$50.00 may be assessed for vehicles, including boats and trailers, not displaying a valid decal.

By the execution and delivery of the within License Agreement, Licensee agrees to abide by and comply with the terms, conditions, fees, and regulations set forth herein and in the documents attached hereto and/or incorporated herein by reference.

Signed by DIPA Representative and Licensee _____ (Date)

DIPA, INC. Representative

Printed Name: _____

Signature of Representative _____

LICENSEE:

Printed Name _____

Signature of Licensee _____