

LAE Association Marina and Canoe/Kayak

Policy and Regulations - Revised 2026

Definitions:

- “Contact Information” – Members are **solely** responsible for ensuring that LAE Secretary has their contact information as any communication regarding Dockage Space availability and other marina matters will be via **email**.
- “Dock” is defined as a fixed or floating structure, made of wood, metal or composite and whose function is to provide access and the mooring of boat or vessel. Only one Dock is permitted for every two abutting Dockage Spaces. A Dock can be no wider than 4’ / no longer than 12’. The Marina Chairperson retains the right to grant a waiver by up to 8 more feet in length to accommodate shallow depths or navigational hazards. A Dock must be securely anchored to land to prevent floating out of position when water levels rise, potentially causing damage to other boats and/or create a navigational hazard.
- “Dockage Space” is defined as one side of a single physical dock space to place a Member-owned dock for the purpose of mooring a Member-owned boat/vessel, which has a current/valid registration (if required by state statute). Each Dockage Space will be identified by a space number, which is illustrated on Exhibit A. Only one Member-owned boat/vessel shall be moored at any one time in the assigned Dockage Space. For the avoidance of doubt, only one Dockage Space can be allocated and occupied by a Member in each Season.
- “Fee” is defined as the amount paid by Members assigned Dockage Space for a Season. The Fee for the 2027 Season and beyond is \$200; this Fee is subject to change if the membership votes to change it at the annual meeting or special meeting.
- “Kayak / Canoe Fee” is defined as the amount paid by Members assigned Dockage Space for a Season. The Fee for the 2027 Season and beyond is \$25 per assigned Kayak / Canoe Storage spot(s); this Fee is subject to change if the membership votes to change it at the annual meeting or special meeting.
- “Good Standing” – any Member with a zero-balance owed on Oct 1 of the prior year (e.g. A Member must have a zero balance on Oct 1, 2026 to be assigned Dockage Space for the 2027 Season).
- “Liability Waiver” – a document signed by Members releasing LAE, its officers and directors from any and all liability relating to marina activities and Dockage Space. The Liability Waiver will be substantially in the form of Annex A attached hereto (as the same may be revised from time to time).
- “Season” defined as April 1 - Oct 30 of a calendar year.

- “Wait List” – a list of Dockage Space requests, organized by the Marina Chairperson and recorded on a first come / first serve basis.
- “Kayak / Canoe” is defined as a non-motorized narrow, lightweight boat with its sides meeting in a sharp edge at each end propelled by one or more paddles. A KAYAK is an Eskimo-type canoe. Neither are subject to the registration requirements detailed in NH Statues which govern such vessels.
- “Kayak / Canoe Storage” is defined as one rack location or ground locatin to place a Member-owned Kayak / Canoe, identified by a spot number and as instructed by the Marina Chairperson. For the avoidance of doubt and unlike Dockage Space, Members are permitted to have more than one Kayak / Canoe Storage spot.
- “Kayak / Canoe Wait List” – a list of Kayak / Canoe Storage requests, organized by the Marina Chairperson and recorded on a first come / first serve basis.

Marina Policy and Regulations:

- It is the Member’s **sole** responsibility to ensure that the LAE Secretary has up to date / current Contact Information as communication relating to Dockage availability, Dock allocation or other marina related matters will be **via email**.
- In accepting Dockage Space from LAE, the Member, its associates, affiliates, or other third parties agree to hold LAE Inc, its Directors and Officers, harmless from loss or damage occurred while using the assigned Dockage Space. Members with Dockage Space will be required to sign a Liability Waiver before the start of a given Season (unless there is one on file from the prior Season with a renewing Dockage Space member); **failure to do so will result in the loss of Dockage Space**. The Liability Waiver will be substantially in the form of Annex A attached hereto (as the same may be revised from time to time).
- Dockage Space is only available to Members who do not own lakefront property or to Members who own lakefront property, but are north of Mckinnon Bridge (TM 10-20 to 10-23, TM 10-15 to 10-18, TM 10-11 to 10-13, and TM 10-8).
- Members with assigned Dockage Space in each Season will be assigned the same Dockage Space in the next Season, provided they are in Good Standing.
- Billing for Dockage Space for the coming Season will be invoiced separately and payable on or before Sept 30 of a given year. If a Member no longer wishes to have Dockage Space assigned to them for the coming Season, they must email the Marina Chairperson (before Sept 30) of their intention.
- Any Member with an assigned Dockage Space must have a Dock installed and boat/vessel moored by July 1, unless written notification has been provided to the Marina Chairperson explaining the late launch. Failure to do provide written notice or have a Dock installed and boat/vessel moored by July 15 will result in the reassignment of that Member’s Dockage Space to the next eligible Member on the Wait List for the balance of

the Season. The relieved Member will not be entitled to a refund of that Season's Fee and will have to reapply to the Marina Chairperson for Dockage Space.

- To be added to the Wait List, a Member is required to send an email to the LAE Association Secretary listed on the LAE Association website, under "Contact" section. Requests will be recorded on a first-come, first serve basis.
- Wait List Members will be contacted by **email** from the Marina Chairperson, or their designee, if Dockage Space is to be made available to them. That Wait List Member has two weeks to accept the Dockage Space, and must pay the Fee and return an executed copy of the Liability Waiver within 30 days of the date the first email notification was sent.
- If a member does not accept the Dockage Space that is offered, that Member is removed from the Wait List and will be required to reapply if they desire to have Dockage Space. The Marina Chairperson will move to the next Member on the Wait List and offer Dockage Space. For the avoidance of doubt, **there will be no "banking" or skipping of years to preserve a spot on the Wait List.**
- Standup, one-or-two-person jet skis or water bikes are specifically restricted from use on Ashuelot Pond, pursuant to NH State Law, RSA-270.74-a. A personal watercraft capable of carrying three or more people per USCG certification is permitted to operate on Ashuelot Pond and is eligible for the assignment of Dockage Space.
- Boat trailers and related equipment are specifically prohibited from overnight parking in the marina area or access roadway.

Kayak / Canoe Policy:

- It is the Member's **sole** responsibility to ensure that the LAE Secretary has up to date / current Contact Information as communication relating to Kayak / Canoe Storage or other related matters will be **via email**.
- In accepting Kayak / Canoe Storage from LAE, the Member, its associates, affiliates, or other third parties agree to hold LAE Inc, its Directors and Officers, harmless from loss or damage occurred while using the assigned Kayak / Canoe Storage.
- Kayak / Canoe Storage is available to all Members, regardless of whether they own lakefront property.
- Members with assigned Kayak / Canoe Storage in each Season will be assigned the same Kayak / Canoe Storage in the next Season, provided they are in Good Standing.
- Billing for Kayak / Canoe Fee(s) for the coming Season will be invoiced separately and payable on or before Sept 30 of a given year. If a Member no longer wishes to have Kayak / Canoe Storage assigned to them for the coming Season, they must email the Marina Chairperson (before Sept 30) of their intention.

- Any Member with an assigned Kayak / Canoe Storage must have a Kayak / Canoe in the assigned space by July 1, unless written notification has been provided to the Marina Chairperson explaining the late launch. Failure to do provide written notice or have a Kayak / Canoe stored by July 15 will result in the reassignment of that Member's Kayak / Canoe Storage to the next eligible Member on the Kayak / Canoe Wait List for the balance of the Season. The relieved Member will not be entitled to a refund of that Season's Fee and will have to reapply to the Marina Chairperson for Kayak / Canoe Storage.
- To be added to the Kayak / Canoe Wait List, a Member is required to send a completed application for via email to the LAE Association Secretary listed on the LAE Association website, under "Contact" section. Requests will be recorded on a first come, first serve basis.
- Kayak / Canoe Wait List Members will be contacted by **email** from the Marina Chairperson, or their designee, if Kayak / Canoe Storage is to be made available to them. Kayak / Canoe Wait List Members have two weeks to accept the Kayak / Canoe Storage, and must pay the Kayak / Canoe Fee.
- If a member does not accept the Kayak / Canoe Storage that is offered, that Member is removed from the Kayak / Canoe Wait List and will be required to reapply if they desire to have Kayak / Canoe Storage. The Marina Chairperson will move to the next Member on the Wait List and offer Dockage Space. For the avoidance of doubt, **there will be no "banking" or skipping of years to preserve a spot on the Wait List.**
- Kayak / Canoe trailers, gear and other related equipment are specifically prohibited from overnight parking and/or storage in the marina area or access roadway.

ANNEX A

LAE ASSOCIATION MARINA

WAIVER OF LIABILITY, ASSUMPTION OF RISK, RELEASE, AND HOLD HARMLESS AGREEMENT

PLEASE READ CAREFULLY. THIS PROVISION INCLUDES A WAIVER AND RELEASE OF LIABILITY AND A REQUIREMENT TO INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION.

As a material condition of renting and using dock space owned, managed, or controlled by the Association, the undersigned Member ("Member") knowingly and voluntarily agrees as follows:

1. **Assumption of Risk.**

Member acknowledges that use of docks, waterways, and related waterfront facilities involves **inherent and significant risks**, including but not limited to personal injury, death, drowning, slipping or falling, property damage, weather conditions, water conditions, vessel operation, equipment failure, and the acts or omissions of third parties. **Member voluntarily and expressly assumes all such risks**, whether known or unknown, foreseeable or unforeseeable, arising out of or related to the rental or use of the dock space.

2. **WAIVER AND RELEASE OF LIABILITY.**

TO THE FULLEST EXTENT PERMITTED BY LAW, MEMBER HEREBY WAIVES, RELEASES, AND DISCHARGES the Association and its directors, officers, committee members, employees, agents, volunteers, and contractors (collectively, the “Released Parties”) FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, OR LIABILITIES OF ANY KIND, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATED TO MEMBER’S RENTAL, USE, OR OCCUPANCY OF THE DOCK SPACE, INCLUDING CLAIMS FOR ORDINARY NEGLIGENCE OF THE RELEASED PARTIES, EXCEPT to the extent caused by the gross negligence or willful misconduct of the Association.

3. **Indemnification and Hold Harmless.**

Member agrees to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Released Parties from and against any and all claims, liabilities, damages, losses, costs, fines, penalties, and expenses (including reasonable attorneys’ fees) arising out of or related to:

- (a) Member’s use or occupancy of the dock space;
- (b) the presence, storage, fueling, or operation of any vessel or personal property;
- (c) the acts or omissions of Member or Member’s guests, invitees, family members, tenants, or contractors;
- (d) any environmental damage, fuel discharge, or pollution incident; or
- (e) any violation of applicable laws or the Association’s governing documents in connection with the dock rental.

4. **Property; No Insurance Provided.**

Member acknowledges that the Association does not provide insurance coverage for Member’s vessel, equipment, or personal property and is not responsible for loss, theft, or damage thereto. Member is solely responsible for maintaining any insurance deemed appropriate, including liability and watercraft insurance.

5. **Binding Effect; Survival.**

This waiver and release shall be binding upon Member and Member's heirs, personal representatives, successors, and assigns and shall survive the termination or expiration of the dock rental.

Signed:

Member:

Lot #:

Date: