

Palmer Brook Sportsman Club Inc General Rules and Regulations

Mission Statement

We are a family orientated organization of likeminded outdoor enthusiasts who are committed to working together to build one of the finest sportsmen's clubs in the North Country. Friendship and comradery are the two most important values of our club and our members. We are a Quality Deer Management Club (QDMC) and expect Quality Deer Management thinking from our members. If we work together to achieve a common goal of harvesting mature trophy wildlife, then our club will grow and prosper. As a group we all have the same goals and will work together to achieve memorable and productive outdoor experiences for years to come.

MEMBERSHIP

There are three types of membership currently available as part of the Palmer Brook Sportsmen's association;

- a. Big game sportsman memberships which includes general recreation access and general hunting access for all game as per NYS regulations. This membership includes year round access to the club property and facilities, please see the Big Game Sportsmen's Lease for additional detail.
- b. Bird hunting and small game, which includes general recreation access and hunting is limited to grouse, partridge, turkey and small game hunting only as per NYS regulations. This membership includes year round access to the club property and facilities please see the Bird Hunting and Small Game Sportsmen's Lease for additional detail.
- c. Summer recreational members, which includes general recreational access to the club property and facilities. This membership is for recreational purposes only and Summer Recreation Members are not entitled to hunt, trap or take game in any manner. Access is granted from March 1st through the first day of big game hunting season. Please see the Summer Recreation Member Lease for additional detail.

General Club Rules and Regulations

1. Each Member is responsible for his or her own safety, members and guests of members must take every precaution to guard against injury. If a member sees an unsafe condition he or she must report it immediately to the club Superintendent.
2. Each member must be eighteen years of age, minors must have an accompanying a parent or guardian who is also a member with them when on club property. There is no charge for children under the age of ten but they must be listed on the parent or guardians' membership application. The club no longer offers family group or short term (one week) Summer recreation Memberships. Individuals entering the club property age ten and up must be either a member or a registered guest of a member. Members are reminded to make sure all guests have filled out a Guest waiver and submitted it along with the proper fees to the club before bring guests onto club property.
3. Membership is granted on a seniority basis, existing members have priority to join the club and maintain their primary hunting sites each season. If the member does not renew by May 31st the club reserves the right to assign the members hunting site to an existing member or a new member. If a member is not going to renew their membership and would like for the club to reimburse them for construction of a semi-permanent blind which was pre-approved for construction the member must notify the club in writing prior to March 31st.
4. Each Member is required to complete two work days at the discretion of the club. The club will publish these days throughout the course of the summer months with as much notice as possible. If a member is not available to work on said work days there will be a \$25 per day fee. On said work days members will be asked to do tasks such and trail maintenance, grounds clean up and maintenance type work.
5. Access to the club is through the Fern Lake Gate, access through other gates maybe restricted at any time. We recommend all passenger vehicles be parked at the shooting range upon entering the club property and from there the member's use their ATV's or walk to access the rest of the property. All gates must be immediately relocked once a member has entered the club property. The roads and trails are maintained by the club to the best of our ability, some roads such as the one leading in from the back gate on Buck Hill Rd may not be suitable for motor vehicle traffic and as such members should use the Fern Lake Gate and use their ATV or walk to access other areas of the property. If any member sees an unsafe road or trail condition they should advise the club Superintendent of said condition immediately. The club reserves the right to restrict access to any gate for safety reasons and during big game hunting season the club will restrict all access other than the Fern Lake Gate.
6. ATV's and any motorized vehicle used on club property must be insured for general liability including personal injury of at least \$10,000.00 per person. Each member utilizing a motorized vehicle on club property is responsible to make sure it is in good working condition and it is operated in a safe manner consistent with the riders skill level and ability. Inexperienced riders

should avoid trails which are beyond their experience level. Members are responsible for their own safety gear and the club strongly recommends each member wear a helmet and follow the manufacturer's safety recommendations and NYS law for each vehicle the member is operating. The club has a strict maximum speed limit of 15 miles per hour for all vehicles on club property but actual speeds should be adjusted for trail conditions and riders ability.

7. Firearms are only allowed to be discharged at the club's shooting range in a controlled and safe manner. The shooting range is open year round but during big game hunting season its use is restricted to emergency sighting in of hunting weapons. Members must not have loaded firearms in their vehicles or on ATVs. During hunting season members who have already reached their game limit as per the applicable club bylaws may not possess firearms while on club property for any reason.
8. Guests, each member is entitled to bring guests onto the club property for the purposes of recreation. Prior to a guest coming onto club property said member must have filled out a guest waiver and paid the associated fees for the guest. All guests must be escorted by the members at all times. Guests are subject to all club rules and regulations. Guests may not hunt or take any game under any circumstance while on club property.
 - a. Daily guest fee, per person is \$20.00 for any 24 hour period.
 - b. Weekly guest fee, per person is \$100.00 for any seven continuous day period.
9. Members are entitled to camp with Both RV's and primitive camping on club property during the summer months. Members wishing to bring an RV onto club property must speak with Club Superintendent prior to bringing RV onto club property. All camping locations are at the discretion of the club Superintendent. All RV's must be registered and must be able to be moved at any time. There is no discharging of sewage, black water on club property. Big game hunting members may also set up an RV or campsite during hunting season as long as it is approved by the club Superintendent. Members may not erect any semi-permanent or permanent structures on club property without written permission from the club. This includes, camps, hunting blinds, storage facilities, etcetera.
10. All use of club property and club facilities is on a first come first serve basis, members have no right to any exclusivity of club property or facilities. The club reserves the right to use the property for non-club guests at any time, for both recreational and hunting purposes.
11. Members may have open fires on club property as long as there is no burn ban in effect and they take all necessary precautions to mitigate the fire from getting out of control. Members must put out fires before leaving the area for any period of time. Members may not cut down standing timber to use as firewood but they may collect blow down wood and use it as firewood.
12. No member shall place any signage on club property other than an approved marker to identify his or her permanent hunting location. No nails or metallic fasteners or metal should be installed in or around any standing timber on club property.

13. Members may not alter any streams or ponds, or cut any new trails and or roads on club property without written permission from the club.
14. All club Members and guests are to be in compliance with clubs rules and regulations, and all applicable laws and regulations at all times while on club property. Any member who violates club rules or applicable laws and regulations will have their membership privileges suspended or revoked at the clubs discretion. If a member is suspended or his or her membership is revoked no dues will be refunded. Members are encouraged to read the specific details of each lease agreement as each member is absolutely expected to obey the clubs rules and regulation at all times.
15. Members shall not leave behind or intentionally or unintentionally dump trash, refuse, garbage, recyclables or any debris on club property. All items carried in must be carried out and if a member sees debris left on the ground he or she should immediately police them up and dispose of said debris appropriately. Any member who witnesses another member depositing debris inappropriately should report said situation to the club Superintendent immediately. Any member caught littering will be subject to disciplinary action. All members must be in compliance with New York State Sanitary Code Requirements, the contents of the Health Law and all other applicable laws, orders, regulations whether federal, state or local pertaining to the use of club property.
16. From time to time the club may hold fund raising events which may include inviting outside members onto club property. During such events the club may elect to use any areas of the property it sees fit for the purposes of the fund raiser. During these fund raising events members should be aware their activities may be limited to facilitate the fund raising event. The Executive Board will try to limit all fund raising activities to the summer months so as not to interfere with the "Big Game" hunting season.
17. The club reserves the right to set aside hunting acreage and or build permanent hunting blinds throughout the club property for the exclusive use of the club, its guests and or tenants of the Fern Lake Lodge.

Legal

1. The member from here on referred to as the Licensee, agrees to fully indemnify, save and hold harmless the Palmer Brook Sportsman Association, its Board of Directors and James Leigh Properties, LLC, a domestic place of business located at 15 School House Lane,

Suite 100 PO Box 247, Ausable Forks, NY 12912 as well as any officers, agents, employees there of, to be know as the Licensee from here on out, from and against any and all liability of any type what so ever; including but not limited to, any and all damages, expenses, causes of action, lawsuits, claims, penalties, fines, assessments, or judgments relating to, arising out of or concurring in connection with these By-laws.

2. The Licensee shall at his or her own cost and expense, defend any and all actions or suits which may be brought against the Licensor or any of its officers, agents or employees or in which the Licensor or said officers, agents or employees may be Impleaded with other upon any such above-mentioned claim. In the event of Licensee's failure to do so, the licensor, at its option without being obligated to do so, may at licensee's cost and expense and upon prior written notice to Licensee, defend any and all such actions. Licensee shall, satisfy, pay and discharge any and all judgments, that may be recovered against the licensor or any of its officers, agents or employees in any such suits or actions which maybe brought against the Licensor or any of its agents, or employees or in which the Licensor or any of its officers, agents or employees maybe impleaded with others. Licensee shall pay the reasonable costs of any such defense, including but not limited to, the licensor's attorney's fees.
3. The Licensee's obligations hereunder shall not be deemed waived, limited or discharged by the enumeration or procurement of any insurance for liability for damages hereunder.
4. The Licensor, its agents, employees, licensees and assigns reserves the right to the unrestricted use of these premises for all purposes what so ever, including but not limited to, timber harvesting operations, timber cruises, clear cutting, road building, construction, hunting, trapping, fishing, hiking, camping, snowmobiling, atv use and any and all other recreational and business activities and further reserves the right to conduct any other business or activity on the premises notwithstanding the rights conferred in these By-laws.
5. The Licensor further reserves the right to allow access of all of the woods roads contained within the bounds of the property herein licensed to be used by snowmobile groups or individual snowmobilers, atv groups or individual atv operators for the purpose of recreation and for the further purposes of travelling across the premises to other premises owned by the licensor and to Buck Hill Road.
6. The licensor further reserves the right to grant additional licenses or leases to others for the purposes of hunting, fishing, hiking, 4 wheeling, camping and any and all other purposes what so ever including granting the right of ingress and egress over all roads to all portions of the property.
7. The licensee shall fully cooperate with the Licensor and the duly authorized federal, state and local authorities in the compliance with and enforcement of all laws and regulations now in effect or here after enacted or promulgated pertaining to the protection of fish, birds, and game and the use of the premises for hunting, trapping and fishing purposes. The licensee shall indemnify and save harmless the licensor for any violation by it or its

members of said laws or regulations. The licensee shall restrict the usage of the premises to its members and noncommercial guests.

8. The licensee shall not allow its members to operate or store any uninsured motor vehicles on the premises at any time.
9. This License, or the terms hereby demised, or the premises or any part thereof; shall not be assigned, let or under-let by the Licensee for any purpose other than as specified here in these By-laws without the written consent of the licensor, first endorsed in writing hereon, and if assigned, let or under-let, used or permitted to be used without such written consent the licensor may re-enter and re-let the premises, this license, by such authorized act becoming void if the Licensor shall so determine and elect. Without objections or defense by the licensee, the licensor at its option, may also apply for and obtain an injunction to prevent the use of the demised premises by the licensee for any purposes other than hunting, trapping, fishing, camping and other recreational activities as outlined in these By-laws and the licensor shall not be precluded from any legal remedy which it would otherwise have by reason of the specification herein of any particular remedy for any specified breach of the terms and conditions of these By-laws, and in case of the assignment of this license or any part or term hereby demised, or any subletting or under letting, the licensor shall have a lien upon and shall be hereby empowered to collect any rent accruing from the subtenant or the assignee, and apply the net amount collected to the rent herein reserved.
10. In the event the licensor in its sole discretion determines in whole or in part either to sell all or a portion of the premises or to devote or use the premises for any purpose inconsistent with the use of the premises by the licensor under the terms of the By-laws then these by-laws may be terminated in whole or in part by the licensor, at its option, on ten (10) days prior written notice to the Licensee. However, any such notice given in the month of October, November or December shall permit the licensee to retain possession and use of the premises as per the By-laws until the end of "Big Game" hunting season in that particular calendar year. In the event of termination under this paragraph, the licensor shall return to the licensee the unearned portion of the rental paid by the licensee in the event of a complete termination and a portion thereof reflecting the proportionate land area of part of the premises to which the termination applies in the event of a partial termination. Any membership fees, lease fees, rents shall be prorated on a basis of twelve (12) equal months.
11. If under the power of eminent domain, there should be a taking or condemnation of the whole or any portion of the premises, all compensation and damages awarded for any such taking or condemnation shall be the property of the licensor and the licensee hereby assigns to the licensor all of the licensee's right, title and interest in and to any and all such compensation and damages. The licensee shall execute such instruments of assignment as may be required by the licensor in connection with such taking or condemnation and to prosecute, at the licensee's expense, such compensation and damages.

12. Any legal notice to be given to the licensor shall be given to Palmer Brook Sportsman's Club, located at 2328 Route 9N, PO Box 247, Ausable, Forks, New York, 12912.
13. The licensee shall insure that all roads located within the demised premises are accessible, open and free from debris, fallen limbs, trees, or other obstructions to insure that the travel over these roads is open and free to others. All roads shall not be blocked by gates, motor vehicles or other obstructions except as to restrict access to dully licensed members.
14. Licensee will exercise the privilege granted under these By-laws at the licensee's own risk and agrees that licensee will never claim any damages against licensor for any injury or damage suffered on account of the exercise of the rights under these By-laws and licensee will indemnify Licensor against all liability for damages and expenses resulting from, arising of or in any way connected with, the exercise of these By-laws by licensee, or other persons entering the property at the invitation of licensee.
15. Licensee shall not pollute the grounds or surface waters located on or near the property and will not conduct operations which will be detrimental to the adjacent property owners nor unduly interfere with the quiet enjoyment of adjacent property owners and or the licensor's use of his remaining property.
16. There shall be no storage of gasoline, oil or petroleum products on the premises and there shall be no discharge of gasoline, oil or petroleum products on the premises. In the event of an accidental discharge the licensee shall immediately notify the Property Manager.
17. These Rules and regulations constitute the complete understanding of the parties and supersedes all prior agreements, understandings, negotiations, and arrangements between the parties. These By-laws shall be construed in accordance with the laws of the State of New York.