

Marina Rules & Regulations

1. Vessel shall comply with all applicable state and federal laws and regulations, including but not limited to those relating to safety and registration.
2. Vessels may not be removed from the Marina without Marina's written authorization until all accrued storage, dockage, repair, and all other charges are paid in full. Such charges shall qualify as necessities to the Vessel and shall create a lien against the Vessel under federal maritime law and state law.
3. Slips may not be sublet. A Slip may not be transferred to any subsequent owner of the Vessel without previous written authorization by the Marina. Transfer, changing, or moving of vessels between slips is not allowed except by prior written authorization by the Marina.
4. Any vehicle remaining in the loading area beyond 1/2 hour may be moved to the main parking area and billed accordingly.
5. Vessels berthed in the Marina and the Slip occupied by the Vessel must be kept in a safe, clean and attractive condition.
6. Any boat repairs or maintenance at the Marina are at the sole discretion of the Marina, and must be authorized by the Marina prior to starting the work. Major repairs, painting and grinding are not permitted at the Marina.
7. The Marina reserves the right to rent all boat slips when vacant to transient boats, without setoff against or credit to fee obligations to the Marina. Vessels leaving more than 24 hours shall so notify the Marina in advance of departure. The Marina must be notified in writing, before departure, of the date and expected time of return in order to assure slip availability.
8. The Marina reserves the right, in its sole judgment and without cause or notice, to move the Vessel (and any smaller vessels owned by Owner).
9. Only pleasure boats, in good condition, and under their own power shall be admitted to the Marina. The Marina shall have no responsibility for undertaking any repairs to any boat. In the event of an emergency i.e., breakdown of the bilge pump, leaks, bad lines, etc. and should the Marina be aware of the same and at the Marina's sole discretion, the Marina is authorized, but in no way obligated, to make repairs or otherwise remedy the situation, or authorize others to do so. The Captain, Owner and/or the Vessel shall be charged and be responsible for paying for the cost of such repairs.
10. Mooring lines and bilge pumps are to be maintained in good working condition at all times.
11. In the event that the Vessel is sinking, in danger of sinking, or in a swamped condition (all of which is to be determined according to the Marina's judgment), the Marina is authorized, but in no way obligated, to pump out or raise the Vessel, or authorize others to do so. Captain, Owner and/or the Vessel shall be charged and shall be responsible for paying for the services provided.

12. Captain/Owner is responsible for the safe operation and berthing of the Vessel, within the approach channel and waters of the Marina and at the Marina, and is responsible for any damages the Owner or Vessel causes to other boats, property, or persons.
13. Vessel shall be docked at the Slip so that the Vessel is securely tied and creates no risk of injury to any person and no risk of damage to other vessels, the Slip, or the Marina. Lines used to secure the Vessel shall be of sufficient size, quality, and quantity to ensure safe docking. Vessel or any smaller vessels used in connection therewith so that the Vessel or such smaller vessels shall not be docked as to obstruct the free passage of other vessels. All halyards shall be tied away from the mast before leaving the Vessel. Any fenders shall be attached only to the Vessel and not to the Slip or any pier, dock, ramp, or float. If the Vessel is not, in the Marina's judgment, safely or properly docked or is docked in any manner which creates an obstruction to other vessels, the Marina may, but shall have no duty or obligation to, take any actions necessary to correct such condition, including without limitation, redocking the Vessel, securing the Vessel with different or additional lines, moving the Vessel to another berth at the Marina, or removing the Vessel from the Marina. In the event that the Marina take any such actions, the Owner shall be charged and shall be responsible for paying for the services provided.
14. The Marina to take any and all actions necessary or desirable to ensure, to the maximum extent possible, the safety of the Vessel and all other vessels and property on Marina premises. This provision shall not be construed as a requirement of any type or nature for specific actions of any kind on the part of the Marina and the Marina hereby does not assume any liability for taking or failing to take any specific action relating to the safety of the Owner's Vessel.
15. All necessary and prudent measures should be taken to prevent damage to the Vessel and the Marina.
16. Such small vessels normally capable of stowage aboard the Vessel shall be so stored when possible and in any event shall be secured within the assigned space of the assigned slip, but not on the dock.
17. The Vessel, and any such small vessels shall be marked and identified as required by applicable law.
18. Noise should be kept to a minimum at all times and discretion should be used in operating engines, generators, radios and television sets. Power tools may be used only when such use does not constitute a nuisance and when authorized by the Marina. Any work or other activities that are a nuisance to others will not be permitted.
19. All children must be accompanied by an adult and all children under age 12 must wear lifejackets while on or around the docks or vessels at the Marina.
20. Swimming, diving and fishing are not permitted at the Marina.
21. Dogs must be on a leash at all times at the Marina and may not be permitted to run loose.
22. Laundry, towels, bathing suits or other items shall not be hung above decks on the Vessel or on docks of the Marina.
23. Restroom and laundry doors are to be kept closed and locked from 11 pm to 7 am.

24. Only contractors and service personnel who register with the Marina and produce proof of insurance and licenses acceptable to the Marina prior to working on any Vessel in the Marina may perform such work. All contractors working on boats at the Marina must be licensed and properly insured.
25. The use of barbeques, gas welders, gas torches or any open flame-producing equipment at the Marina or aboard the Vessel while at the Marina is prohibited.
26. Supplies, materials, accessories or debris shall not be stored on docks or walkways and dock boxes, lockers, chest cabinets or similar structures shall not be constructed on any dock. Boarding steps approved by the Marina may be placed on the dock adjacent to Vessel in a manner that will not impede use of the dock by others. Containers of gasoline, diesel fuel or other petroleum products or hazardous materials shall never be stored on docks. Such items, if found unattended, may be removed and disposed of by the Marina at Owner's expense.
27. All trash and garbage shall be placed into receptacles provided.
28. All federal, state and local regulations relating to sewage disposal, disposal of hazardous substances, or the disposal of any other waste or product shall be strictly obeyed. The discharge of sewage or any hazardous substance into the waters of the Marina is strictly prohibited. All permanently installed sewage systems must meet current federal and state regulations. Any expense, loss, liability or expense associated with any discharge (including the prevention of a discharge or damage caused by the same), and with cleaning-up and disposing of sewage, fuel, hazardous substances, or following such discharge, will be billed to Owner.
29. Fuel delivery and pump out services are not permitted unless authorized by the Dockmaster.
30. Should any sewage, fuel or other hazardous substance be discharged or emitted from the Vessel, the Marina is authorized to take any and all actions necessary to prevent further discharge or emission, contain any such substance already discharged or emitted, and perform any necessary environmental remediation. Any such actions shall be at the Marina's sole discretion, and the Marina shall in no way have any obligation whatsoever to take any such actions. The Owner shall be responsible for all costs incurred by the Marina or its designee for, and shall hold the Marina harmless for any damages caused by, such actions. The Vessel Owner shall further indemnify the Marina for any liability, however incurred, as a result of such discharge or omission, and/or remediation actions.
31. Upon the expiration or earlier termination of the term of this Agreement, the slip shall be peaceably surrendered to the Marina the Slip in a neat and clean condition and in good order, condition, and repair. Any property of Owner which remains in or about the Slip or at the Marina after the expiration or earlier termination of this Agreement shall be deemed conclusively to have been abandoned, and either may be retained by the Marina as its property or may be disposed of in such manner as the Marina may see fit, at Owner's sole cost and expense.
32. Use of generators are not permitted unless authorized by the Dockmaster.
33. "For sale" signs and the like shall not be displayed on or aboard the Vessel without prior written authorization from the Marina. Any such "for sale" sign shall be limited to one such sign, properly affixed or fastened to the Vessel, and not larger than two feet by two feet. In the event that any services of Marina crew is requested in showing the Vessel, which shall be at the sole discretion of the Marina, it is understood and agreed that the Marina shall charge a fee for such services payable in advance.