



2023 Rules and Regulations

Revised October 2023

Summer boating Season: May 1st – Oct 15 winter Storage: November 1 to April 15th

ELECTRICITY: No vessels should be connected to dock power unless all systems are to code. If your vessel trips the breaker, please notify the office. There will be a \$50 Charge for each occurrence after the first.

We kindly request that all boaters be aware of and adhere to our policy of expecting payment in full at all times. To ensure a smooth and compliant experience at our marina, the following documentation is required without exception for any vessel seeking docking, whether on a seasonal or transient basis:

A signed contract, mutually agreed upon by both the boater and the marina, must be in place for the operative Boating Season. This contract outlines the terms and conditions of your stay, as well as the associated fees and obligations.

Evidence of insurance coverage is mandatory, with coverage limits as specified in the contract. It is essential that boaters provide proof of insurance that meets or exceeds the minimum limits detailed in the contract. This requirement is in place to protect both the boater and the marina from unforeseen incidents or liabilities.

Please be prepared to present these documents upon your arrival to the marina, as failure to comply with these prerequisites may result in a delay or denial of docking services. We appreciate your understanding and cooperation in maintaining a safe and enjoyable boating experience for all.

NO SWIMMING or entering the water at the marina for any reason, as it is a safety hazard.

DOCK ATTACHMENTS Nothing is to be attached to the docks except by the marina or its designee.

SINKING, LEAKAGE, UNSAFE CONDITIONS

In the unfortunate event of the Owner's vessel sinking within the Marina, the following provisions apply:

Vessel Removal: The Owner agrees to promptly remove the sunken vessel from the Marina within twenty-four (24) hours of the incident. However, should the Owner fail to do so, the Marina reserves the right to facilitate the removal of the vessel at the Owner's expense.

Preventative Measures: The Owner acknowledges full responsibility for all costs incurred by the Marina in cases where the Marina deems it necessary to take action to prevent a vessel from sinking. The Marina explicitly disclaims any liability for the sinking of a vessel and shall be held harmless for any damage resulting from its efforts to prevent such an occurrence. It is emphasized that the Owner bears the primary responsibility for maintaining the seaworthiness of their vessel.

No Legal Claims: This section is designed to absolve the Marina, its employees, and agents from any legal claims, causes of action, or rights that may arise as a result of their actions taken under this provision (Section J) or from the manner in which such actions are carried out. The intent is to prevent any claims or disputes stemming from these circumstances.

We appreciate your understanding of these stipulations, which are put in place to ensure safety and the smooth operation of our marina.

EXTENDING OBJECTS: All vessels shall be docked so that no object extends over the top of docks. Vessels with bow pulpits or other extending objects from the bow or the stern of the vessel must be tied back so that such objects do not extend over the top of docks or beyond the end of the pier into the waterway. Vessels with swim platforms, outboard motors, rudders, and other extending objects from the stern must not extend into the fairway. Any overage from the slip will result in removal from the slip and if reassignment to a larger slip, vessel owner shall be responsible for increased costs associated with the reassigned slip.

DAMAGE: Vessel owner shall be responsible for all damage to docks, slips, power posts, or other Marina property while docking vessels.

WASTE DISCHARGE, DISCHARGE OF HEADS, VESSEL TOILETS, HOLDING TANKS, OIL, GAS, OR FUEL INTO THE MARINA IS A VIOLATION OF GOVERNMENTAL LAWS AND REGULATIONS AND THESE RULES.

Emptying of portable toilets in restrooms or the marina is prohibited. The toilets and other waste and sewer apparatus at the marina shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes, or other improper articles should be thrown therein. All liveboards must have a regular pump out service weekly.

VESSEL CONDITION: Vessels docked in the Marina must be seaworthy and capable of moving under their own power. No Vessel shall create a fire hazard, a sinking hazard, or bear an unsightly condition.

AUXILLARY CRAFT: Owner covenants and agrees that all additional Vessels or crafts, including, without limitation, runabouts, rowboats, dinghies, and life rafts, must be placed on davits or physically upon Owner's vessel so as not to extend beyond Owner's vessel, and Owner hereby covenants and agrees that if such craft are not capable of being stowed or stored in accordance with this covenant, a slip fee maybe charged by the Marina for the auxiliary craft.

EMERGENCY MOVES: Owner authorizes the Marina to move Owner's vessel as may be required in the event of an emergency or to avoid loss or damage to Marina property. Owner shall remain liable for any damage that may result, aside damage resulting from the gross negligence of the marina.

SEVERE WEATHER: The Marina is not to be assumed to be a SAFE HARBOR.

Owners shall be responsible for properly securing their vessels in the event of severe weather so that no damage occurs to Owner's vessel, other vessels or the Marina. If, in the sole opinion of the management of the Marina, owner has not taken necessary and appropriate precautions, Marina personnel may, but shall not be obligated to, appropriately secure vessels or prepare vessels for foul weather at the cost and expense of Owner.

Owner shall be responsible for all damages to other vessels and the Marina for failure to appropriately secure their vessels. In the event of a hurricane or tropical storm, the Marina, in its sole discretion, reserves the right to demand that Owner remove their vessel from the Marina to safe anchorage and further reserves the right but has no obligation to move or

evacuate any unattended vessels at Owner's sole risk and expense. Owner shall be responsible for any losses, damages, or expenses incurred by the Marina because of Owner's failure to comply with any such request.

DISORDERLY CONDUCT: Disorderly conduct, including but not limited to, public intoxication, profanity, and abusive language will result in the removal of the disorderly person and, at the sole discretion of the marina and may result in the prohibition of that person's return as well as a removal of the owner's vessel from the marina. A refund will NOT be issued. The owner of any vessel who causes or threatens harm to the person or property of any other Owner, Marina employee, or member of the public will be subject to immediate removal from the Marina.

NOISE: Noise shall be always kept to a minimum, and no Owner shall operate or permit to be operated any sound-producing devices on the exterior of his vessel between the hours of 10:00pm and 8:00am; noise is to be kept to a minimum and on the owner's vessel after 10pm. All persons using the Marina shall always use discretion in operating engines, generators, radios, and television sets so as not to create a nuisance or disturbance. The use of such mechanical tools as buffers, sanders, rug cleaners, or compressors is restricted so as not to cause a disturbance or nuisance to other Owners or guests of the Marina.

SMOKING: There is no smoking allowed on the docks or vessels while docked at the marina.

PARKING POLICY: Boaters are required to adhere to the following parking guidelines within the marina:

Designated Parking Areas: Boaters must park their vehicles only in designated parking areas as specified by the marina.

Parking Pass Requirement: Every boater is obligated to obtain a parking pass from the marina office. Only one parking space per vessel is permitted.

Weekend Parking: On weekends, additional non-permitted parking is available in the parking lot after the entrance to the marina. Please ensure that you respect the No Parking, Handicapped, and Fire Lane signs at all times.

Travel Lift Areas: It is strictly prohibited to park vehicles in the travel lift areas within the marina. Violators will be subject to having their vehicles towed at the owner's expense.

We appreciate your cooperation in ensuring a well-organized and safe parking environment within the marina.

GATES: All gates shall always remain locked. Do not put objects in the doorway to keep gates open! These gates are for the security of your vessels. Do not give the code to any person that is not an immediate member of your party.

CHILDREN: All children under the ages of 12 must wear life jackets while on the docks.

ELECTRIC CORDS AND HOSES: Please wrap neatly on power post hooks so as not to be a tripping hazard. Electric cords must NOT BE ALLOWED to drape into the water.

FUEL: Under no circumstances are there to be fuel containers allowed on the Marina docks. Under no circumstances are tenants allowed to transfer fuel from containers to the vessel fuel tanks. Transfer is not allowed (dinghies included). Take your tanks off the vessel, fuel them at the station, and bring them back.

TRASH: Please place all trash **ONLY** in dumpsters provided. Do NOT leave trash at the entrance of the gangways. Please do not litter – help us keep our marina clean!

DOCK CARTS: Dock carts are provided. Please return them to their original location when finished. As a courtesy to other boaters, do not leave the dock carts on the docks for any extended period.

OPEN FLAMES: Barbecue grills, hibachis, and any other open flame devise shall not be used on boats or docks while at the marina or on marina property.

DOGS: All dogs must always be leashed when on marina property. Please clean up after your dog. If any pet becomes a nuisance to other boaters, you will lose the privilege of having your pet aboard your boat at the Marina. Please be courteous to others and curb your pets.

DOCK STAIRS: Individual dock stairs are allowed if small enough to leave room for access around the stairs to the end of the fingers in the event of an emergency. Stairs must also be kept neat and clean.

DEBRIS ON DOCKS: Debris will not be allowed on any dock or finger. This includes, but is not limited to, lumber, gas cans, dinghies, driftwood, oil buckets, outriggers, grills, tarps etc. Nothing shall be left on the docks. Should

additional storage be required, you should consider acquiring a marina approved dock box.

FIREWORKS: Under no circumstances are fireworks allowed on marina property. This is for everyone's safety.

RUNNING ON THE DOCKS: No running is allowed on the docks. If you have children, please inform them, and enforce the no-running policy for their safety.

ACCIDENTS: All accidents, regardless of how small, must be reported immediately to the marina office.

OIL DISPOSAL: The marina does not have an oil disposal container and is not licensed to dispose of your oil. You must dispose of your oil elsewhere. Do not place oil containers in or around the dumpsters or boat yard. Please avoid spilling oil on the docks when you are working with it on your vessel.

NO WAKE: Please obey all NOW WAKE signs. Once again, this is for the safety of everyone at the marina.

MAST HALYARDS: Please tie down all mast halyards so that they will not band or clank against your spars. Halyards must be kept taut and pulled away from the mast out of courtesy for your fellow boaters.

COMMERCIAL ACTIVITY: Commercial vessels and commercial activity is not permitted at the marina.

OVERNIGHT TRIPS: All boaters should report to the marina office if you are to be away from the marina overnight. Please file a float plan before departure – this is for your benefit in case of emergency.

VISITING BOATERS: If friends show up to visit, please call the office to see if there is an available slip. Permission must be granted before anyone may use a slip.

SALE OF VESSEL: Owner agrees that he will notify Marina at least 48 hours in advance of any date on which Owner intends to place his vessel for sale. If the vessel is sold during the term of this contract, Owner or his representative shall inform Marina in writing of the name and address of the new Owner and shall furnish Marina with written authority to release the boat to the new Owner. Owner who signed this contract agrees to be responsible for all charges authorized or required under this contract until such time the vessel leaves the property regardless of the date of transfer of ownership and owner agrees that. Owner agrees to indemnify and hold harmless the Marina for any claims made

against it including the cost of defense thereof, because of the terms and conditions set forth in this paragraph.

FOR SALE SIGNAGE: Owner agrees no “For Sales” sign shall be displayed on or aboard subject vessel unless prior written authorization is obtained from Marina. “For sale” signs shall be limited to one such sign adequately affixed or fastened to Owner’s vessel and not larger than 2 feet by 2 feet.

REPORT: Does someone look unfamiliar or suspicious? If so, ask them if they belong here or have a boat at the marina. If not, please notify the marina office immediately!

CONTRACTOR WORK IN THE YARD: Subcontractors may work in the yard and are subject to a 10% fee of their services for use of marina facilities, water, power, and compliance costs. Contractors must report to the office upon arrival and must supply a specific list to the marina of the work to be performed and a Certificate of insurance. (See section 6 of the contract terms and conditions)

ADDITIONAL BOAT YARD RULES

ELECTRICITY: Is only to be used while boater is in yard. Boats are not to be left plugged in over-night.

BOAT LAUNCH: Any boat not ready to launch but must be moved to allow for another boat to be launched are subject to a \$6 per foot fee per move.

SAILBOATS: All Boats being hauled or launched must have their backstay detached by the owner of the vessel. If necessary, the marina will provide the service for \$100.

LINES/FENDERS: All boats must have lines and fenders attached and ready for use when declaring they are “ready to launch.” If marina provides, customer will be charged.

OWNER WORK IN THE YARD: Owner may do work to his own vessel while it is stored at the Marina’s facilities, provided, however, that the owner shall first, in all such instances, notify Marina **IN WRITING** outlining, in numbered sequence, the work to be performed and the dates of such work. (See section 7 of contract terms and conditions)

DISPOSAL OF DEBRIS AND HAZARDOUS WASTE: Owner is responsible for removing debris from the yard failure to do so will result in the marina removing items and owner will be charged per the terms of section 6 of the contract terms and conditions.

BOTTOM WASHING / SANDING POLICY: Owners and owner representatives are strictly prohibited from washing or sanding the bottom of any vessel within the marina premises. All bottom sanding must be carried out exclusively by the marina staff. In the event that bottom sanding is deemed necessary, the following guidelines must be followed:

Marina Staff Responsibility: Under no circumstances are owners or their representatives permitted to wash or sand the vessel's bottom. Only the marina staff is authorized to perform these tasks.

Proper Sanding Practices: If any sanding is required, it must be conducted by the marina staff using appropriate earth protection and dustless sanding equipment to minimize environmental impact and air pollution.

We appreciate your cooperation with these regulations, which are essential for the environmental and operational integrity of the marina.

VEHICLES IN YARD: No vehicles are allowed in the fenced boat yard except for Marina vehicles, per our insurance. If you need heavy equipment delivered to your boat, see yard staff for help.

SHRINK WRAP: Shrink wrap, framing and strapping are to be taken off the property. At no time are they permitted in the marina dumpster. (UNLESS we are specifically providing a dumpster for that reason, there will be a charge.)

NO LIVE ABOARD: No one is to live aboard the boat while boat is in dry storage.

Any customer or guest who fails to adhere to the rules is liable to have their contract terminated and may be ejected from the marina.