

## MARINA RULES AND REGULATIONS

In an effort to provide an inviting atmosphere for all using the Marina, and for your safety and the safety of others, the following Rules and Regulations are implemented by MARINA. Compliance with these Rules and Regulations is required under all DOCK SPACE LEASE AND LICENSE AGREEMENTS and by reason of your presence in the Marina or your use of any Marina facility.

1. NO WAKE within or approaching the Marina.
2. Only vessels in good condition, and under their own power, shall be admitted to the Marina or any areas therein.
3. In the event of an emergency during OWNER's absence (e.g., breakdown of bilge pump, leaks, bad lines, etc.) MARINA is authorized to make or order necessary repairs, at reasonable charges, which will be charged to and paid/reimbursed by OWNER.
4. OWNERS are reminded that they (and their vessels) are bound by the DOCK SPACE LEASE AND LICENSE AGREEMENTS, and among other things, thereunder agree to pay and be otherwise responsible for any injury or damage to persons or property, including Marina personnel or property, arising in connection with the presence of OWNER or VESSEL in the Marina or on Marina Property. As such, OWNERS should study and be vigilant to at all times comply with the provisions of their DOCK SPACE LEASE AND LICENSE AGREEMENTS.
5. Disorder, indecorous conduct, or other conduct by OWNER, crew, contractors or guests, that might injure a person, cause damage to property or harm the reputation of MARINA are prohibited. Noise shall be kept to a minimum at all times. OWNERS, crews, contractors and guests shall use discretion in operating engines, generators, radios, and television sets, etc., so as not to create a nuisance or disturbance. The use of mechanical tools (buffers, sanders, etc.) outside of the VESSEL is prohibited. All VESSELS must have underwater exhaust in operation. Pets are permitted only if they do not disturb others. Pets must be leashed within the confines of the Marina and may be toileted only on grass areas. Laundry shall not be hung on any VESSEL, walkway, dock, or pier in the Marina.
6. Fires (charcoal, gas or otherwise) are not permitted on any pier or dock, unless prior written approval has been obtained from the Dock Master.
7. Painting, scraping, or repairing of gear or items shall not be permitted on any walkway, dock, or pier. The extent of repairs and maintenance permitted on VESSELS shall be at the sole discretion of MARINA.
8. VESSELS leaving for an extended absence must so notify the Dock Master's office. MARINA reserves the right to lease any slip when vacant, and it is expected that transients will move for vessels on seasonal contracts or on advance reservations. OWNER acknowledges dock space assignment is temporary and may be reassigned by Marina for any reason Marina deems valid and reasonable. Subleasing of dock spaces, transfer of VESSELS between dock spaces, or from one dock space to another, shall not be allowed, except upon prior written approval of MARINA. OWNER authorizes that in case of an emergency, or if the VESSEL is not moved in accordance with a prior notice from Marina, Marina may move the VESSEL from a particular dock space to any other place. VESSELS may be moved to another dock space to make room for special events at Marina, and MARINA will make reasonable efforts to provide 30 days notice.
9. The Rules of the Road and Navigational Laws of the United States apply to all vessels within, entering or leaving the Marina.
10. Refuse shall not be thrown overboard. Garbage shall be deposited only in cans (garbins) or other receptacles provided for that purpose. OWNERS shall notify MARINA of anything that will not fit in these cans and MARINA will dispose of same. No person shall discharge sanitation effluent, oil, fuel, spirits, flammable substances, or oily bilge liquids into or near the Marina. If VESSEL has a sanitation device, OWNER must comply with the most advanced state-of-the-art requirements of the Coast Guard governing its manufacture, installation and use. Every sanitation device must be properly functioning at all times while VESSEL is in the Marina.
11. VESSEL shall not be used for commercial or business purposes and advertising or soliciting shall not be permitted on any VESSEL within the Marina. No VESSEL or OWNER may use the Marina, its name, address, or phone number, for commercial or business purposes. No "for sale" or "for hire" signs may be put on any VESSEL, unless prior written approval has been obtained from the Dock Master. Commercial vessels in the commercial zone with written authorization from MARINA are excepted.
12. Swimming, diving, and fishing are prohibited anywhere in the Marina.
13. OWNERS shall not store supplies, materials, accessories, or debris on any walkway, dock, or pier and shall not construct or place thereon any locker, chest, cabinet, or similar structure, except upon written approval from MARINA.
14. License/Lease day starts at 6:00 a.m. Any VESSEL using Marina prior to 6:00 a.m. will be charged for the previous day. Check out time shall be 12:00, noon. Any VESSEL present in Marina after 12:00 noon will be charged for the following day.
15. An OWNER or VESSEL checking out of Marina shall report to the Dock Master's office and settle accounts prior to leaving. It is suggested that all OWNERS leave a forwarding address in order to permit prompt handling in the event a telephone call or mail is received for them. However, in any event, MARINA assumes no responsibility whatsoever for forwarding mail or messages. All personal property must be removed from Marina when the lease and license are at an end. MARINA assumes no responsibility for any personal property that may be remaining. OWNERS and Captains please remember that under the DOCK SPACE LEASE & LICENSE AGREEMENT, MARINA is entitled to immediately charge against the account of the submitted credit/debit card, any and all MARINA charges incurred by OWNER or any other person connected with VESSEL, including OWNER's crew, contractors and guests.
16. MARINA provides only valet parking and there is no free parking or overnight parking in the valet parking lot. Parking in the adjacent parking lot across Aviation Ave. is provided by a third party for a charge. OWNER's ticket for free parking in the adjacent parking lot will be validated by MARINA for one vehicle per OWNER only. No person(s) may operate or ride any vehicle, motorcycle, bicycle, skateboard, or roller blades on any dock or pier and they must be stored on the VESSEL or in designated areas.
17. Dinghies must be secured afloat within the dock space assigned to the VESSEL and shall not interfere with adjoining dock space.
18. All charter operators, contractors and outside workers operating or working in the Marina must have liability insurance, and all licenses, permits and certificates required by all governing agencies, current and in full force. Charter Operators shall have coverage for at least \$1,000,000.00 single limit and limits for others will be set by MARINA. Insurance certificates must be presented to MARINA.
19. Employees of MARINA may not be hired to perform work on any vessel at the Marina nor may they be hired to perform any other sort of task at the Marina for or on behalf of any OWNER, patron, crewmember, guest or other person.
20. Unauthorized use of Marina-supplied fresh water is prohibited.