

# Home Port Marina

## Rules and Regulations

### Exhibit "C"

#### **Fire Hazard**

No Fuel is allowed on docks. Vessels cannot be refueled while in their Dockage/Storage space. No smoking around refueling area. No open flames; including charcoal, will be permitted on the docks. The use of charcoal burners, gas welders, gas torches, or any open flame-producing equipment, except within the vessel (e.g., cook stoves, lamps, and lanterns) is prohibited. Fuel shall be stored only in tanks integral to the vessel. There shall be no storage of any flammable substance on or near the piers or bulkhead. . All Vessels are required to have Automatic Fire Extinguishing Systems.

#### **Fueling**

Vessels will only be refueled at Marina's Fuel Dock. No fueling will be allowed at any other location on the Marina premises. Owners, crews, guests, shall obey all posted rules concerning fueling. Marina personnel must be notified immediately in case of spillage.

#### **Environmental**

Discharging of contaminated bilge water, fuel, oil, paint, sewage and any other substance is strictly prohibited. Violators will be subject to a \$500.00 Marina fine and / or permanent expulsion from the property. The prevention of fuel spillage is of paramount importance. In the event of an accidental spill, notify Marina personnel immediately. Owner may be required to assist the Marina in preparation of special reports to EPA. Owner is responsible for proper disposal of all used oil, grease, used filters, batteries and lubricants. In the event of an emergency, the Marina reserves the right to relocate any vessel.

#### **Trailers**

Owner will not leave trailers on the Marina's premises, at any time, unless prior approval by Marina. Owner must provide Marina with trailer registration and description. Trailers left on Marina premises more than 24 hours without approval will be towed at Owner's expense.

#### **Signs**

The Owner agrees not to display or allow to be displayed on or near his / her vessel a " FOR SALE " sign, while the vessel is stored in it's assigned dockage / storage space. Owner may place vessel "FOR SALE" signs on Marina bulletin board only. Marina must be notified in advance of the intended sale of the vessel. At no time can a vessel be shown unless Owner is present.

#### **Parking**

All Homeport Marina wet slip customers will be issued one (1) vehicle parking permit per boat. Any vehicle parked in the reserved section without a displayed permit will be towed at the owner's expense. A fee of \$75.00 will be charged for replacement of lost permits. No overnight parking of recreational vehicles without permission from Dock Master is allowed.

#### **Repairs and Maintenance On Vessels**

The Owner understands and agrees that no major repairs/maintenance, (including outfitting, sanding or painting) of the Owner's vessel, shall be performed in the vessel's dockage/storage space without prior permission from the Vessel Service Coordinator. Extent of repairs/maintenance shall be at the sole discretion of Vessel Service Coordinator.

#### **Outside Contractors**

All outside contractors must comply with our "Policy for Outside Contractors." Copies may be obtained from the Vessel Service Coordinator's office or the marine store.

#### **Children**

Please keep small children with you at all times. Do not allow children to run about, this is not a playground.

#### **Garbage**

Garbage, Bait and Fish wastes must be sealed in leak proof plastic bags and deposited in the dumpsters supplied for that purpose. No person shall place oil, spirits, flammable liquids, or any other hazardous materials into the dumpsters. Owner will only place normal household garbage in Marina's dumpsters. Refuse from maintenance or repairs on vessels must be removed from the premises by the Owner.

## **Pets**

Pets must be leashed when being exercised within the confines of the Marina. Pets are permitted only if they do not disturb other guests. Owner shall remove pet droppings left on Marina property.

## **Disturbances**

Noise shall be kept to a minimum. Boaters should use discretion in operating engines, generators, radio and television sets so as not to create a nuisance which disturbs the peace and tranquility of other Owners. Rigging shall be secured in such a manner as to prevent noise.

## **Restrictions**

Swimming, Diving, Sunbathing, or Fishing is not permitted from the docks, breakwater, seawalls or piers in the Marina. Fresh water shall not be used as a coolant for air conditioners or other machinery. Air conditioners shall be turned off on unattended vessels in unmetered slips. It is unlawful for either the boat owner or any other person to use either the electrical power or fresh water for any purpose other than to supply power and water to the vessel officially assigned to the slip by the *Member's Registration Form* on record at the Marina office. The use or access to piers, docking, or slip areas is restricted to boat owners, crew, or guests for security and safety reasons. Access by any other person requires the approval of Marina management. There shall be no prowling in the Marina premises.

## **Emergency**

In the event of an emergency, during the owner's absence, i.e. defective bilge pumps, leaks, defective lines, etc. the Marina will make the necessary repairs as economically as possible. OWNER will be responsible for this expense. All boat owners must maintain their vessels in a state of constant readiness for movement in case of fire, or evacuation in the event of hurricane. All vessels must have adequate electrical or mechanical permanently installed bilge pumps in constant state of readiness. Switches should be labeled and installed in readily discernible locations.

## **Housekeeping**

Owner is responsible for keeping the area assigned to him / her orderly and free and clear of gear or debris. Laundry (towels, bathing suits, etc.) shall not be hung on lifelines or any other part of a vessel in the Marina. Laundry of any type or any type of any item of a personal or unsightly nature shall not be hung or spread to dry out or air in public view on any vessel or pier.

## **Alterations**

Owner shall not make any alterations to Dockage/Storage Space without first receiving written consent from Dock Master. No addition, alteration, or modification shall be made to the electrical and/or water supply system or any other utility service that may be furnished by the Marina.

## **Vessel Insurance**

All vessels with Dockage/Storage Agreements must be fully covered by Owner's insurance company. A copy of Owner's vessel insurance will be kept on file at the Dock Master's office.

## **Marina Employee's**

Employees of the Marina are not authorized to deviate from or alter these rules and regulations in any manner.

## **Switching Spaces**

Owner is not allowed to switch Dockage/Storage Spaces with other Owners without first receiving written authorization from Dock Master. The Owner's Dockage/Storage Space is NOT transferable in case the Owner's vessel is sold.

## **Trip Notification**

Boats leaving for an extended cruise will so notify Dock Master. Marina reserves the right to rent all unoccupied slip spaces. However, transient vessels will move for vessels on seasonal long-term contract.

## **Conduct**

There shall be no disorder, depredations, or disorderly conduct by a boat owner, or crew, or guests, that might injure a person, cause damage to property, or disrupt the order of the Marina. The Owner may use the public areas of the Marina, jointly and in common with other Owners, patrons and invitees. It is understood and agreed that the Owner's use of the public areas shall not interfere with the Marina's business operation.

## **Vessel Jurisdiction**

All vessels come under jurisdiction of Marina upon entering the Marina. The Rules of the Road and Navigation Laws of the United States shall apply to all vessels in or approaching the Marina.

## **Denial to Launch Vessel**

The Marina shall have the right to refuse to launch/retrieve any Vessel or deliver any Vessel until all terms and conditions of the Agreement have been fulfilled

## **Chartered Vessels**

When a contractor for hire of vessel with passengers is chartered from the Marina's premises, a copy of current USCG license must be provided prior to departure