



2/6/2023

## **MARINA RULES AND REGULATIONS**

The following Marina Rules have been adopted in order to provide a safe and inviting Marina for our patrons. These Rules, which are also posted on the Marina bulletin board, are expressly made part of the Blackjack Road LLC Lease Agreement. Slip Holders, any member of his/her family, any of his/her employees, licensees, agents, contractors, and guests (hereinafter individually referred to as "Slip Holder's Agent" expressly agree to comply with these Rules at all times. The Marina maintains the right from time to time to change or add Rules for the safety, care and cleanliness of the Marina or for the preservation of good order and, upon posting such amendments and additions in a conspicuous place in the Marina, they shall become part of the Blackjack Road LLC Lease Agreement and supersede all previous versions. Slip Holder agrees to comply, and to cause Slip Holder's agent to comply, with all Marina Rules and Regulations. Repeated violations of any rules are grounds for termination of the slip lease.

1. Docking, Mooring, or otherwise securing of any and all vessels in the Marina or to any portion of the docks for the purpose of remaining overnight is permitted only with the written authorization of the Marina, by means of a Marina Lease Agreement or transient invoice, and as such falls under the jurisdiction of the Marina.
2. Only vessels in good condition, meeting required Marina standards and under their own power shall be admitted to the berthing areas. In the event of an emergency during the Slip Holder's absence, i.e., breakdown of bilge pump, leak, bad lines, sinking, etc. the Marina may make necessary repairs or take appropriate action which will be charged to the Slip Holder. Vessels not in good condition, at the sole discretion of the Marina, will not be admitted to or permitted to remain in the Marina. A marine survey, conducted by an accredited marine surveyor, may be required at the discretion of the Marina at the Boat Owners expense at any time.
3. Recovery/removal of sinking or sunken vessels is the responsibility of the slip Holder. Marina Management, at its sole discretion, will take all necessary actions to ensure the safety of personnel, marina docks, adjacent boats, and the sunken boat itself, in that order. Marina labor rates will be charged to the Slip Holder for all emergency actions taken.
4. All docks and finger piers around slips must be kept clear and free of trip hazards, ropes, toys, trash, etc. Tenants are not allowed to store water toys, gear, etc. on the docks.
5. Towables/Toys/Floats - may not be left in the water in the marina area. Any floats left unattended in the marina area are a safety hazard and will be removed and discarded.
6. Slips are leased for the term listed in the lease contract. Renewal of a slip for following years is not guaranteed and is at the discretion of the Marina. Slip selection is the decision of the Marina, although requests from the Slip holder will be given consideration. Only slip space equivalent to that being leased is obligated by Marina. Slip reassignment may occur at any time during the lease term.

7. Vessel length includes all additions, such as bowsprits, swim platforms, anchors, etc. For safety reasons, no part of the boat may extend beyond the length of the slip unless specifically approved by the management. Boats deemed by the Marina to extend beyond acceptable slip limits will be reassigned to a proper size slip, with Slip Holder being responsible for the difference in slip fee.
8. No part of the boat may extend over the dock walkway. Marina management reserves the right to move and retie any boat in a way deemed unacceptable by management for Marina safety.
9. Boats arriving before or staying later than contract period must have written permission from the Marina. A transient fee will be assessed for this time.
10. All boats must be operated at "NO WAKE" speed within the Marina.
11. No commercial activity of any kind including vending or otherwise collecting funds is permitted without prior approval of Marina Management. Commercial activity includes but is not limited to boat rentals, boat maintenance, piloting or charter services, fishing guide or charter, boarding paying passengers, use of the Marina address, use of a boat, telephone, or facsimile number in any advertising, brochure, letterhead, business card, or other commercial document that is located at the Marina.
12. Maintenance in the Marina, whether by boat owner or approved commercial contractor, shall be limited to normal preventative maintenance. These procedures are to include changing batteries, fluids, and expendable parts (e.g., belts, filters, etc.). Extensive repairs may require, at the discretion of the Marina, that the vessel be removed from the Marina prior to the work being performed. Boat washing in the slip is permitted using Marina approved biodegradable soaps and cleaners. Slip Holder is responsible to comply with any and all applicable local, state, and federal laws regarding the use of chemicals.
13. Power Tools are not permitted to be used on the docks or exterior of any vessel without prior approval from Marina Management. Painting, to include varnish, conditioning oil, and solvent is not permitted. Repairs maintenance and other activities that produce debris (e.g. paint chips, sawdust, filings, etc.) are not permitted.
14. Modifications or Additions (e.g., installing fenders, hose caddies, carpet, etc.) to any portion of the docks is not permitted unless requested in writing by Slip Holder and approved by Marina. Dock Boxes are provided or leased by the marina – personal Dock Boxes are not allowed.
15. Boat lifts will be permitted on a case by case basis and must be requested in writing by Slip Holder. Marina reserves the right to deny installation of lift or require the Slip Holder to choose a lift or air pump model from an approved vendor. Lifts must be installed by an approved contractor with a commercial permit to operate at Marina.
16. Charcoal and Gas cooking is not permitted on the docks or on the exterior of any vessel in or attached to the Marina.
17. Trash and Garbage must be placed in sealed plastic bags and disposed of in the Marina dumpster located in the parking area. Tenants must dispose of their own trash. Receptacles located along docks or in and around the building and property are for use by transient or day use only customers. Any construction debris, old furniture, appliances, or other bulky items must be removed from the Marina property by the Slip holder.

18. Transferring of fuel shall only take place at the fuel dock within the defined areas for fueling of vessels. Gas in portable containers will not be permitted to be transported or stored along the docks or on Marina property.
19. Used motor oil, antifreeze, fuel, and batteries must be properly disposed of by Slip Holder. Dumping of these items into the water or anywhere on Marina property will result in lease termination and will be reported to local authorities.
20. No Discharges are permitted within the Marina. Sewage, treated or untreated, must go to an onboard holding tank and discharged at the provided septic pump out station. Bilges must be kept free of any contaminants (e.g. oil, fuel, antifreeze, etc.) A discharge is defined as any spilling, leaking, pumping, pouring, emitting, emptying, or dumping as per US Code Title 33 Navigation and Navigable Waters. Y-valves should be in the "closed" or "holding tank" position and locked at all times while boating in Marina waters.
21. Fireworks are not permitted in the Marina, on the docks, or on any vessel in or attached to the Marina.
22. Loud noises such as hailers, horns, loud music, or unnecessarily loud revving of engines will not be permitted. The Marina has designated the period between 10:00 pm and 7:00 am as "quite hours". Dock parties, music, etc., that can be heard more than two slips away will be considered too loud and will not be permitted during "quite hours".
23. No swimming within 100 feet of the Marina.
24. No fishing from the Marina docks or other Marina structure will be permitted. No fishing equipment, including jigs, lines, or bait traps may be attached to the Marina structure. If found, they will be removed.
25. No fish cleaning will be performed within the Marina, docks, or structures except on Slip Holder vessels or as provided in a designated fish cleaning area. Remains must be bagged and properly disposed of by Slip Holder.
26. Pets are allowed but must be appropriately licensed and vaccinated and kept on a short leash at all times. Slip Holder is responsible for his/her pets' actions and will be held responsible for any damage or injury liability caused by the pet. Pets, except for permitted service animals, are not allowed in the restaurant or ship store at any time. All pet waste is to be removed and disposed of in the provided containers.
27. Water is available at each slip. However, freezing conditions dictate that the water supply to the docks must be turned off and purged during the winter season. Water will be turned back on when weather permits, at the sole discretion of Marina Management. There is no obligation on the part of the marina to supply water.
28. Electricity, either household outlet or shore power or both, is available at each slip and is included in the slip rent, except as outlined in the Slip Lease contract. However, there is no obligation on the part of the marina to provide electricity.
29. The unattended use of "SPACE HEATERS" is not permitted. Certain "boat safe" engine compartment heaters may be used. Vessels found operating unattended space heaters or other unsafe heating devices will be immediately disconnected from shore power. At no time are kerosene or propane space heaters to be operated in the Marina.

30. The Marina does not guarantee the availability of vehicle parking. The Marina has no responsibility for vehicles parked on Marina property, including, but not limited to, damage to, theft of or theft from vehicles.
31. NO TRAILER PARKING will be permitted in the Marina parking lot. Trailers found parked on Marina property will be locked, removed, or towed at the sole expense and risk of the trailer owner.
32. No roller skating/blading, skateboarding, scooter riding, bicycling, or motorcycling is permitted on the docks.
33. All slip payments are non-refundable.
34. Other rules, as required, may from time to time be incorporated in this document and shall be considered in full force and effect at time of incorporation.

**BY SIGNING BELOW, YOU ACKNOWLEDGE YOU HAVE READ THE MARINA RULES & REGULATIONS:**

**Name:**

**Signature:**

**Date:**