

MARINA RULES AND REGULATIONS

1. Customers may not sublease, or permit vessels owned by others in their slip.
2. Vessels must be kept in a safe, clean, and sightly condition.
3. Repair and maintenance of dock facilities shall be performed by the Marina only.
Alterations/additions to dock facilities must be approved by the Marina.
4. Repair projects must be authorized by the Marina prior to starting the work and major repairs are not permitted. There shall be no engine replacement or painting of boats in the Marina.
5. The Customer agrees to comply with any and all City ordinances and State and Federal laws and regulations concerning the stowage and disposal of human waste. All holding tank valves shall be set to direct wastewater into an on-board holding tank. The valve directing waste into the holding tank shall be secured to prevent over-board discharge into Marina waters.
6. A customer's vessel shall be registered or documented, marked, and maintained as required by law.
7. Customer's vessel shall be subject to an initial inspection and subsequent inspections by Marina or other appropriate agencies to ascertain the maintenance of proper health and safety conditions and appearance.
8. All vessels must have adequate electrical or mechanical and permanently installed bilge pumps in working condition.
9. Customer agrees to operate vessel in waters of the Marina without creating a disturbing wake. Customers creating a disturbing wake are responsible for any injury to a person, damage to other boats and damage to Marina's docks and facilities relating to the Customer's actions.
10. The Customer hereby authorizes Marina to sell Customer's vessel at a non-judicial sale in the event of non-payment of rent and service fees for a period of six (6) months in accordance with the provisions of Section 328.17, Florida Statutes.
11. Small crafts belonging to Customer's vessel shall be secured within the leased space, but not on the Marina docks or walkway.

12. Behavior or conduct that the Marina, in its sole and absolute discretion, determines might injure another party, cause damage to property or disturb other tenants at the Marina, may lead to termination of any lease agreement by the Marina.

13. Customer and Customer's guest agree to always conduct themselves while at the Marina so as to create no annoyance, hazard or nuisance to the Marina or to other vessels or Marina patrons and guests.

14. Signs or notices are not permitted to be displayed at the Marina, without written approval from the Marina.

15. Netting is prohibited in Marina dock and walkway areas. Use of harpoons or spears is prohibited in the Marina. Recreational swimming is prohibited in the waters of the Marina.

16. Fishing from the Marina dock and walkway areas is allowed only by Customers. Customers may be banned from fishing from the Marina dock and walkway areas for disruptive behavior or interference with Marina operations.

17. During Hurricane Season from June 1 to November 30 each year, Customers shall take all necessary and prudent measures to prevent damage. The Marina reserves the right, in its sole and absolute discretion, to take reasonable safety precautions for the Customer. Customer agrees to indemnify and hold harmless from and against all claims asserted against the Marina, its officers, agents, servants and employees for any loss, liability, damage, or costs, including courts costs and attorneys' fees, that Marina may incur resulting from taking any safety precautions for the Customer. Further, Customer releases, waives, discharges, covenants not to sue and relinquishes Marina, its officers, agents, servant, and employees from any and all actions or causes of action for personal injury, property damage or wrongful death resulting from the Marina taking any safety precautions for the Customer.

18. Pets are permitted at the Marina only if they are not a nuisance, have current vaccinations, are leashed while on Marina property and are registered with the Marina, including name, type, breed, sex, proof of vaccinations and general description. Customers are responsible for any and all action of their pets. Any lease agreement may be terminated by Marina if the Customer's pet, or the pet of Customer's guest, creates a nuisance. Nuisance includes but is not limited to noise,

not picking up after pet goes the bathroom, pet acting in an aggressive and threatening manner and pet not being on a leash.

19. Customer agrees not to hang laundry, towels, bathing suits or other items above decks on Customer's vessel or on Marina docks or walkways.

20. All contractors working on vessels at the Marina are to be licensed and properly insured. Customers are not permitted to provide access to contractors that do not meet these requirements.

21. All motor vehicles and trailers parked in Marina lots must meet current State Motor Vehicle registration requirements, present a good appearance, and be in serviceable condition. This Agreement confers no right to park motor homes, travel trailers, boats, water-sports equipment, and boat trailers on Marina property.

22. Customers will not place dinghies, small crafts, supplies, materials, accessories or debris on walkways or docks.

23. Customers will connect to Marina power outlets only with serviceable, UL-approved power cords designed specifically for marine use and rated for the electrical service to which connected. The Marina will remove any unauthorized or unserviceable power cords, and Marina will not be responsible for any consequences of such removal. Plugs must have integral weatherproof covers in serviceable condition.

24. Alteration of electric supply system prohibited. No addition, alteration or modification shall be made to the electrical supply system furnished by Marina. Marina shall not be responsible for electrical interruption or power surges, or the result or damage therefrom.

25. Customers must use marine grade shore power cords for electrical service connections at Marina utility centers. Both water hoses and power cords shall not run across Marina dock or walkway areas.

26. Replacement of a lift remote is \$150.

27. Customer agrees to disconnect all water hoses when absent from the vessel. Marina may disconnect the Customer's water hose at the dock in Customer's absence and Marina will not be responsible for any consequences of such action.

28. The Customer will ensure that all trash and garbage is placed into designated receptacles. Fish remains must be disposed of properly.

29. Charges associated with damage and prevention of damage caused by discharge, and with cleaning up and disposing of contaminated materials following such discharge, will be billed to Customer if Customer's vessel or action caused contamination of Marina waters or the waters of the State beyond or inside the confines of the Marina.

30. The customer is responsible for proper disposal of gasoline or gasoline contaminated bilge water and other hazardous material and agrees not to place them in the Marina trash containers.

31. The discharge of raw sewage and other water contaminated by oil, fuel, or other regulated material is prohibited and Customer shall be liable for any such discharge. All permanently installed sewage systems must meet current federal and state regulations or must be locked off while the vessel is docked.

32. Violations of the above Rules and Regulations by Customer, his/her crew, agents, or guest shall be cause for immediate removal of the vessel in question and termination of any lease agreement at the discretion of the Marina.

33. Violations of any City, County, State, or federal laws shall be cause for termination of any lease agreement immediately and cause for immediate removal of Customer and Customer's vessel from the Marina.