

## APPENDIX A RULES AND REGULATIONS

Fishing Bay Harbor Marina ("FBHM") makes every attempt to keep the premises clean and orderly for the benefit of the Owner/Lessee(s). Owner/Lessee(s) and their guests are expected to assist in this effort and report to the staff any condition they find to the contrary.

Prior to boat Check In, the Owner/Lessee must comply with the following:

- A. Provide a Certificate of Insurance and Proper Registration.
- B. Establish payment schedule.
- C. Boat must pass an inspection as to its appearance and seaworthiness.
- D. Operational Automatic Bilge Pump.
- E. Each boat must be equipped with a serviceable **FIRE EXTINGUISHER**.

*It is not required, but highly recommended that the Owner/Lessee provide the Marina with a full set of boat keys.*

### Vessel Maintenance and Repair

1. The extent of boat repairs and maintenance while dockside is at the discretion of FBHM. Owner/Lessee performed repairs and maintenance on a boat will be allowed if such work is performed in a reasonable manner and does not inconvenience or disturb FBHM tenants, nor does it violate FBHM, local, state and federal environmental requirements. Any work done on vessels FBHM must be accompanied by appropriate measures to ensure pollution is minimized. Allowing debris from sanding to fall in the water is prohibited by law; only vacuum sanders are permitted to be used in FBHM.
2. Repair personnel or contractors must check in to the FBHM office upon arrival and departure. Each repair shop or contractor must have on file with FBHM a Certificate of full insurance, inclusive of at least \$1,000,000.00 liability coverage, showing Fishing Bay Harbor Marina as "Certificate Holder." All such work is done at Owner/Lessee's risk.

### Vessel Maintenance and Repair

3. FBHM management reserves the right to use unoccupied tenant slips for transient dockage. Owner/Lessee shall notify Harbormaster when slip will be vacant for longer than one day. Transient electric usage will be refunded to Owner/Lessee.
4. Fishing, crabbing, swimming, and diving are not allowed on or around the docks, finger piers, or other areas within the FBHM complex.
5. Piers are to be kept clean at all times. Loose gear is not to be stored on the dock. Hoses and electric lines must not cross piers. The finger pier between slips is for the use of boats on each side; location of gear or equipment should be governed accordingly. Laundering or drying of laundry on docks, finger piers, or deck is not permitted. Decoration of the slip is strictly prohibited.
6. Charcoal, gas and electric grill fires will not be permitted on the docks. Grills are provided in the picnic areas of each dock.
7. All pets shall be under their owners' supervision while in the FBHM Complex and toileted on grassed areas. Owner/Lessee(s) shall remove pet droppings left on all areas. Pets are permitted only if they do not disturb other Owners. Pets are not allowed in the bath houses, Captain's Lounge, or pool for any reason.
8. Fish are to be cleaned only in the designated area.

- Fuel will not be allowed to be brought into FBHM by Owner/Lessee(s). Fueling in the slip is strictly prohibited.

### **Vessel Requirements & Administration**

- All boats 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. If FBHM management decides a vessel is a hazard to the marina, other tenants, or the environment, for any reason (including but not limited to: leaking fuel, taking on water, bad wiring), the slip lease will be IMMEDIATELY terminated. Neglected, derelict, or otherwise unsafe vessels will not be tolerated.
- Owner/Lessee(s) and their guests will observe speed, noise, and environmental regulations while in FBHM. All boats are to approach and enter FBHM at NO WAKE SPEED. Repeated warnings will result in forfeiture of the slip.
- No refuse, solid or liquid, shall be discharged overboard. The available pump out station must be used. Port-a-potties are to be emptied only in the marina's dump station. All garbage and trash shall be placed in receptacles provided. No effluent from toilets or heads, nor oil from bilges, shall be discharged overboard. Installed toilets must be a Coast Guard approved Marine Sanitation Device (MSD).
- FBHM reserves the right to limit and govern all parking spaces.
- Boat owners must report to the Ship's Store on arrival to make financial arrangement for their stay. Owner/Lessee(s) checking out must settle their account before departure. All personal property must be removed from the dock, dock boxes, and dinghy rack at the termination of the contract.
- The Owner/Lessee shall immediately notify FBHM of any change in the information furnished by him/her in this contract (address, phone number, change of vessel, etc.)
- Choice of slips will be based on vessel size and slip adaptability, and is at the discretion of the Harbormaster. FBHM reserves the right, at its sole discretion, to reassign, move, or transfer any vessel from slip to slip.
- FBHM shall have a lien against the boat, its equipment, and its contents for any unpaid sums under this Agreement and from Ship's Store and services department charges. The Owner/Lessee and the vessel shall have an additional liability for all cost and expenses incurred by FBHM in the enforcement of any provisions of this Agreement and attorney's fees, including, but not limited to collection of unpaid sums.
- Owner/Lessee shall reasonably observe the rights, privileges and welfare of other members. In the event the Owner/Lessee fails to comply with these Rules and Regulations, or the conduct of Owner/Lessee is in the opinion of FBHM prejudicial to the interest of FBHM or the rights, privileges and welfare of other members in the development, the FBHM may terminate Owner/Lessee's lease at any time with five (5) days notice of FBHM's intent to terminate Owner/Lessee's lease. Upon termination, FBHM may lawfully enter into and upon the slip or any part thereof, and repossess the Slip and expel the Owner/Lessee and remove any effects without being guilty of Trespass for entry. Any unearned portion of the rent shall be refunded to Owner/Lessee.
- Owners/Lessees shall not make or permit to be made any disturbing noises on or about the leased premises by Owner/Lessee, members of his family, his guests, agents, servants, licensees, nor do or permit anything to be done which will interfere with the rights, comforts, or convenience of other Owners/Lessees.
- FBHM shall have the right to relocate boats to different areas of the Marina in the event of an emergency.
- In any extreme weather conditions, the staff of FBHM will do what is reasonably possible to protect boats within the marina. However, it remains each Owner/Lessee's responsibility to check their boat and make adjustments to lines, fenders, etc., and other protective measures, as they deem necessary. The Owner/Lessee may not assume that the marina's premises will be safe and sheltered during severe weather conditions. The Owner/Lessee will be responsible for all damages to marina facilities and equipment caused by their vessel if

left in the marina during severe weather conditions. A call to the FBHM staff inquiring about the weather conditions and status of your boat is always welcome.

22. Persons including boat brokers, advertising businesses, relatives or friends not on the boater profile, prospective, buyers, etc will not be allowed aboard tenant boats. The boarding of marina boats without the permission of the owner of that boat is a trespassing offense and is punishable to the fullest extent of the law. There may be occasions where FBHM staff may deem it necessary to board a vessel in the marina in order to prevent damage to and provide for the safety of the vessel, the marina, and any personnel. Should any of the FBHM staff board a vessel in the marina, the Owner/Lessee will be immediately notified.