



MARINA RULES AND REGULATIONS

DOCKAGE CHARGES & USE

- a. All Vessels must be registered upon arrival and receive assignment to a berth or slip.
- b. Vessel Owners must provide a current federal documentation or state registration for all Vessels berthed in the Marina, and be listed as a legal owner.
- c. Dockage charges will be calculated by multiplying the appropriate dockage rate by the measured length of the vessel or by the slip length, whichever is greater.
- d. Vessel Owners may not sublease or permit Vessels owned by others in their slip.
- e. Boat slips may not be transferred to the new owner of the Vessel registered in this Agreement.
- f. No Live Aboards are permitted, nor are any persons permitted to stay overnight on the vessel.
- g. Vessels berthed in the Marina and the Boat Slip occupied by the Vessel must be kept in a safe, clean and attractive condition.
- h. Repair and maintenance of dock facilities shall be performed by the Marina only. Alterations/additions to dock facilities must be approved by the Marina.
- i. The extent of Vessel repairs and maintenance at dockside is at the discretion of the Marina. 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 Vessels in the Marina.
- j. The Marina reserves the right to use any boat slips during the temporary absence of a Vessel without set off against or credit to Vessel Owner's Fee obligations under his or her Registration/Vessel Dockage Agreement.
- k. Vessel shall not be used for commercial purposes.
- l. Vessel Owner agrees to comply with City ordinances and State and Federal law and regulations concerning the stowage and disposal of human waste. All holding tank valves shall be set to direct waste water into an on-board holding tank. The valve directing waste into the holding tank shall be secured to prevent over-board discharged into Marina waters.
- m. Transfer, changing, or moving of vessels between slips is not allowed except by prior written concurrence of Marina.
- n. Marina reserves the right to terminate any agreement for berthing facilities or require a vessel be moved without notice.
- o. Only pleasure Vessels, in good condition and seaworthy, and under their own power shall be admitted to berthing areas. In the event of an emergency during the Vessel Owner's absence, and should the dock master be aware of the same, i.e., breakdown of the bilge pump, leak, bad lines, etc., the dock master is authorized to make the necessary repairs. The Vessel Owner shall be charged and be responsible for paying for the cost of such repairs.
- p. All vessel owners or captains must contact Harbor Beach Surf Club office one month prior to arrival for registration and slip assignment.
- q. Vessel Owner's vessel shall be registered or documented, marked and maintained as required by law and safe practices.
- r. Vessel Owner's vessel shall be subject to an initial and subsequent inspections by Marina or other appropriate agencies to ascertain the maintenance of proper health and safety conditions and appearance, including but not limited to: operational engine(s); size, condition, number and length of dock lines; cleats; adequate tendering to protect Marina's docks; condition and appearance of exterior portion of vessel; odor; condition of bilges and bilge pump(s), condition of fuel tanks, marina head facilities and plumbing, etc.
- s. All vessels must have adequate electrical or mechanical, permanently installed bilge pumps in constant state of readiness. Switches should be labeled and placed where they can be readily seen, preferably near the helm.
- t. Marina will attempt to honor Vessel Owner's preference for slip assignment consistent with Marina's need to match vessels to slips of an appropriate size. Vessel Owner agrees to move, at Marina's request, his/her other vessel to a slip with similar services.



- u. Vessel Owners leaving for an extended cruise (more than 72 hours) will so notify the Marina office. The Marina management reserves the right to rent all boat slips when so vacant without set off against or credit to Vessel Owner's Fee obligations under his or her Registration/Vessel Dockage Agreement.
- v. Vessel Owner or his/her representative remains responsible for the operation and berthing of his/her vessel within the approach channel and waters of the Marina. When Vessel Owner's vessel enters the Harbor, it immediately comes under the jurisdiction of Marina and shall be berthed only where ordered.
- w. Except in an emergency, when entering and leaving, the Vessel Owner's vessel must be under power only, not under sail or combined sail and power, and operated at speeds consistent with a designated "Manatee Zone."
- x. Vessel Owner agrees to operate his vessel in waters of the Harbor without creating a disturbing wake. Vessel Owner creating a disturbing wake is responsible for resulting injury to people and damage to other Vessels and Marina's docks and facilities.
- y. As an additional remedy for enforcement of rents, Vessel Owner hereby authorizes Marina to sell the vessel at a non-judicial sale in the event of non-payment of rent and service fees for a period of six months in accordance with the provisions of Section 328.17, Florida Statutes.
- z. Small craft belonging to Vessel Owner's vessel and normally capable of stowage aboard are considered tenders or skiffs and shall be stored on board larger vessels when possible and in any event shall be secured within the leased space of the assigned slip, but not on the dock or finger pier.

CONDUCT

- a. All artificial noise making devices, including, but not limited to: bird callers, squawkers, and deterrents must be approved by the Marina. Marina may grant or deny in its sole and absolute discretion. If not approved, the artificial noise maker(s) must be removed or deactivated.
- b. Vessel Owners, their Crew and Guests are cautioned to be considerate of others. 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 may lead to termination of this Agreement by the Marina.
- c. Vessel Owner and Vessel Owner's guest, for whom he/she is responsible, agrees to conduct him/herself at all times 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.
- d. Vessel Owner and Vessel Owner's guest will keep noise to a minimum at all times, and will use discretion in operating engines, generators, radios and television sets. Power tools may be used only when such use does not constitute a nuisance. Any work or other activities that are a nuisance to others will not be permitted.
- e. Vessels shall conform to all federal and state regulations concerning Vessel safety devices and equipment.
- f. Notices or signs are not permitted to be displayed on Marina dock areas, buildings or grounds without marina approval.
- g. Birds will not be fed from Vessels or Marina dock areas.
- h. Fishing and netting are prohibited from Marina dock areas. Use of harpoons or spears is prohibited in the Marina.
- i. Recreational swimming is prohibited in the waters of the Marina. Small Vessels or dinghies are not permitted to be stored or operated under Marina dock areas.
- j. Vessel Owners are issued Marina gate keys and/or remote gate openers. Such keys and remote gate openers are property of Marina and may not be sold or otherwise transferred to another person. Upon termination of the Agreement any issued keys and/or remote gate openers shall be returned.
- k. Vessel Owners are required to maintain mooring lines and bilge pumps in good working condition at all times. During Hurricane Season from June 1 to November 30 each year Vessel Owners shall take all necessary and prudent measures to prevent damage, which may include, but not be limited to, maintaining double mooring lines. In the event of a significant storm for which Vessel Owner has failed, in the Company's reasonable judgment, to take reasonable safety precautions, the Company reserves the right, to be exercised in its sole and absolute discretion, to take reasonable safety precautions for the Vessel Owner. However, THE COMPANY SHALL NOT BE LIABLE FOR THE EXERCISE OR NON-EXERCISE OF ITS OPTION OR ANY DAMAGES CAUSED THEREBY, INCLUDING, BUT NOT LIMITED TO DAMAGES CAUSED BY THE NEGLIGENCE OF THE COMPANY.



- l. The City of Fort Lauderdale leash law applies to all Marina docks and upland areas. Pets are permitted at the Marina only if they are not nuisance. Vessel Owners are responsible for actions of their pets. Vessel Owner's Vessel Dockage Agreement may be terminated by Marina if Vessel Owner's pet, or the pet of Vessel Owner's guest, creates a nuisance. Examples of nuisance behavior include but are not limited to: toileting on Marina property or on the property of others, (unless Vessel Owner removes all traces of waste material and disposes of them in a closed container placed in a trash receptacle); noise, threatening demeanor, running at large (not on a leash). Pets may not be tied on docks, walks or land.
- m. Rigging shall be secured to prevent undue noise.
- n. Vessel Owner agrees to hang no laundry, towels, bathing suits or other items above decks on his/her vessel or on docks and finger piers of Marina.
- o. Security gates are to be kept closed and locked at all times.
- p. Firearms, loaded or unloaded, will not be displayed topside or on Marina property.
- q. Bicycle, motorcycles, motor bike, moped and motor scooter riding, skating and skate boarding on the docks is prohibited. Motorcycles motorbikes, mopeds and motor scooters may not be stored on the docks.
- r. Possession of contraband and prohibited items are substances, including but not limited to illegal drugs and narcotics, unlicensed weapons which require a license, unlawful weapons and loaded firearms is prohibited. Marina has a policy of cooperation with local, state and federal agencies, including the U.S. Coast Guard in the execution of its "Zero Tolerance" responsibilities and will grant such agencies access to the facilities of the Marina for lawful pursuit of their enforcement responsibilities. The arrest of Vessel Owner or Vessel Owner's guest or crew by any agency for a suspected offense covered by this provision may result in termination of the Registration/Vessel Dockage Agreement prior to final legal disposition.

CONTRACTORS & BROKERAGE

- a. Vessel Owner agrees to only use contractors, brokers, or service personnel who register at the Marina Office and produce proof of insurance (\$1M commercial liability) and professional business license prior to working on any vessel in the marina.
- b. "For Sale" signs are limited to 3 per vessel and must be approved by Dockmaster. Signs are limited to 18" X 24" in size and must be fastened to vessel. No signs are permitted to be displayed on the dock, pier, dockbox, pedestal, or other dock fixtures. Prospective buyers are guests of the marina and must be accompanied by Vessel Owner or registered contractor/broker.

FIRES, FUELING, AND DANGEROUS CONDITIONS

- a. The use of charcoal burners, gas welders, gas torches or any open flame-producing equipment is prohibited. Cooking aboard vessel is permitted if alcohol, electric, propane or CNG gas stoves are used, unless otherwise prohibited by such authority as fire regulations or the U.S. Coast Guard.
- b. The fueling of vessels is not permitted at the Marina docks except by preapproved fuel suppliers. For a listing of preapproved fuel suppliers please contact Harbor Beach Surf Club or visit our website www.harborbeachsurfclub.com.

INSURANCE

- a. Vessel Owner agrees to have his/her vessel insured by liability insurance and to be held responsible for damage caused to other vessels in the marina or to the structures thereof. Marina assumes no responsibility for the safety of any vessel docked at the marina and will not be liable for fire, theft, or damage to said vessel, its equipment or any property in or on said vessel, however rising. Vessel Owner acknowledges that he/she has been advised that the Marina makes no representation or warranty offers Vessel Owner or Vessel Owner's vessel a safe berth, or that Marina offers the safest available refuge. Vessel Owner and his/her vessel are fully responsible for all of the consequences of the vessel's continuing presence in the Marina as set forth in this Agreement. Vessel Owner



agrees to hold Marina harmless in the event claims for damage to other persons or property arise from the presence of Vessel Owner's vessel in Marina. Vessel Owner has produced evidence of, or has covenanted and agreed that he/she has in full force and effect, and Marina has relied upon.

- b. The Marina's Liability Insurance Policy requires all contractors working on Vessels at these facilities to be licensed and properly insured. Vessel Owners are not permitted to provide access to private contractors that do not meet these requirements.

PARKING

- a. All motor vehicles 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, Vessels, water-sports equipment and Vessel trailers on Marina property.
- b. Vessel Owner is allowed to use only one parking space at the Marina parking lot.

STORAGE ON DOCKS

- a. Vessel Owner will not place dinghies, small craft, supplies, materials, accessories or debris on walkways or finger piers, and will not construct thereon any locker, chest cabinets or similar structures. Boarding steps approved by Marina may be placed on the leased finger pier adjacent to Vessel Owner's vessel in a manner that will not impede use of the finger pier by others. In no case will Vessel Owner or Vessel Owner's contractor store containers of gasoline, diesel fuel or other petroleum products or hazardous materials on docks or in dock boxes. Such materials, if found unattended, may be removed and disposed of by the Marina at Vessel Owner's expense.
- b. Dock boxes shall be furnished by the Marina, and Vessel Owners shall not be permitted to install or retain their own unless written permission is given by the Company.

ELECTRICITY

- a. Dockage fees and electrical and other services fees shall be paid in advance.
- b. Vessel Owner will contract directly with electric utility provider and remit payment directly to such provider.
- c. UL-approved cords required. Vessel Owner 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 weather proof covers in serviceable condition.
- d. Alteration of electric supply system prohibited. No addition, alteration or modification shall be made to the electrical supply system. Marina shall not be responsible for electrical interruption or power surges, or the results or damage there from.
- e. Vessel Owners 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 areas.

9. WATER

- a. Marina provides access to fresh water, but prohibits use of fresh water to cool air-conditioners and other equipment or to cool the skin of the vessel.
- b. Vessel Owner agrees to disconnect all water hoses when he/she will be absent from the Vessel. Marina may disconnect Vessel Owner's water hose at the dock in Vessel Owner's absence and Marina will not be responsible for any consequences of such action.
- c. Vessel Owner agrees to use a shut-off nozzle to conserve water when washing his/her vessel.
- d. Vessel Owner's vessel must have adequate and permanently installed electrical or mechanical bilge pumps in a constant state of readiness and in good working order. Electrical bilge pumps operated by power from Marina



must also be connected to a charged and functional DC storage battery system to provide emergency power in case of shore-power failure. Marina is not responsible for damages or loss resulting from power failure.

10. WASTE DISPOSAL.

- a. Vessel Owner will ensure that all trash and garbage is placed into receptacles provided.
- b. The use of soaps or dispersants to emulsify any petroleum discharge is unlawful.
- c. Charges associated with damage and prevention of damage caused by a discharge, and with cleaning up and disposing of contaminated materials following such discharge, will be billed to Vessel Owner if Vessel Owner's vessel or action caused or may cause contamination of Marina waters or the waters of the State beyond or inside the confines of the Marina.
- d. Fish remains must be disposed of properly in the dumpster in the outer parking lot or in offshore waters in accordance with federal and state regulations.
- e. Vessel Owner is responsible for proper disposal of gasoline or gasoline contaminated bilge water and other hazardous materials and agrees not to place them in the Marina trash containers.
- f. The discharge of raw sewage and any other water contaminated by oil, fuel or other regulated materials is prohibited and Vessel Owner 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. Vessel Owners must place all trash and garbage in the commercial containers located at the Marina.

11. VIOLATIONS

- a. Violations of the above Rules and Regulations, disorder, degradation or indecorous conduct by Vessel Owner, his/her crew, agents or guest that might annoy or injure others persons, or cause damage to property shall be cause for immediate removal of the vessel in question and termination of any lease agreement at the discretion of the Marina. Violations of any City, County, State or Federal laws shall be cause for termination of any lease agreement immediately and cause exclusion of Vessel Owner and his/her vessel from the Marina.