



## **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 Sardis Lake Marina LLC Lease Agreement. Slipholders, any member of his/her family, any of his/her employees, licensees, agents, contractors, and guests (hereinafter individually referred to as "Slipholder'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 Sardis Lake Marina LLC Lease Agreement and supersede all previous versions. Slipholder agrees to comply, and to cause Slipholder's agent to comply, with all Marina Rules and Regulations.

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, 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 Slipholder's absence, i.e., breakdown of bilge pump, leak, bad lines, etc. the Marina may make necessary repairs or take appropriate action which will be charged to the Slipholder. Vessels not in good condition, as determined 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 any time prior to arrival or while the vessel remains in the Marina.
3. Slips are leased for 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 Slipholder 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.
4. Vessel length includes all additions, such as bowsprits, swim platforms, anchors, etc. For safety and fairness, no part of the boat may extend beyond the length of the slip. Marina management may measure vessels after occupancy. Boats deemed by the Marina to extend beyond acceptable slip limits will be reassigned to a proper size slip, with Slipholder being responsible for the difference in slip fee.
5. 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.

6. 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.
7. All boats shall be operated at "NO WAKE" speed within the Marina
8. No commercial activity of any kind including vending or otherwise collecting funds is permitted. 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.
9. Commercial activity must be applied for and will not be permitted unless a permit to operate a commercial business has been granted by the Marina.
10. 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 sole discretion of the Marina, that the vessel be removed from the Marina prior to the work being performed. Boat washing is permitted using Marina approved biodegradable soaps and cleaners. Slipholder is responsible to comply with any and all applicable local, state, and federal laws regarding the use of chemicals.
11. Power Tools are not permitted to use on the docks or exterior of any vessel. Special exception may be requested from the Marina who will review each request on a case-by-case basis. The decision of the Marina shall be final. 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.
12. Modifications or Additions (e.g., installing fenders, hose caddies, carpet, etc.) to any portion of the docks is not permitted unless requested and approved in writing by Slipholder and Marina.
13. Boat lifts will be permitted on a case by case basis and must be requested in writing by Slipholder. Marina reserves the right to deny installation of lift or require the Slipholder 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.
14. Laundry facilities may be available upon request at the convenience of the Marina. Access to laundry facilities is at the discretion of the Marina and when available will be made available to Slipholders only on a first come first serve basis. Laundry shall not be hung on boats or docks.
15. Charcoal and Gas cooking is not permitted on the docks or on the exterior of any vessel in or attached to the Marina.
16. Trash and Garbage must be placed in sealed plastic bags and disposed of in the Marina dumpster located in the parking area. Please haul out your own trash, receptacles located along docks or in and around the building and property are for use by transient or day use only customers. Do not leave garbage anywhere on the ground, docks or parking lot. Glass, aluminum and plastic should be placed in the provided recycling containers if available. Any construction debris, old furniture, appliances, or other bulky items must be removed from the Marina property by the Slipholder.

17. 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.
18. Used motor oil, antifreeze, fuel, and batteries must be properly disposed of by Slipholder. Dumping of these items into the water or anywhere on Marina property will not only be grounds for Lease termination but possible governmental fines could be assessed and levied as allowed by law.
19. No Discharges are permitted within the Marina. Sewage, treated or untreated must go to an onboard holding tank and discharged at the provided septic pumpout 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.
20. Fireworks are not permitted in the Marina, on the docks, or on any vessel in or attached to the Marina.
21. 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 "quiet 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 "quiet hours".
22. No swimming within the Marina will be permitted
23. No fishing within the Marina from the docks or other Marina structure will be permitted. This especially applies to any jigs, lines, or bait traps which will not be permitted to be attached to the Marina structure. If found they will be removed for the safety of Marina workers who may have to enter the water to perform repairs and maintenance on the dock structure and/or utility connections.
24. No fish cleaning will be performed within the Marina, docks, or structures except as provided in a designated fish cleaning area as may be available.
25. Pets are allowed with the condition that they are appropriately licensed and vaccinated and are kept on a short leash at all times while on the docks or on Marina property. Slipholder is responsible for his/her pets' actions and will be held responsible for any damage or injury liability caused by the pet. Pets, with the exception of permitted service animals, are not allowed in the restaurant or ship store at any time. Pets are to be exercised only in designated areas and all pet waste is to be sanitarily cleaned up and disposed of in the provided containers. Abuse of this privilege may result in lease termination.
26. Water is supplied as part of the lease rate, however freezing conditions dictate that the water supply to the docks be turned off and purged during the winter season. Slipholders understand and agree that there is no obligation on the part of the Marina to supply water during this period. Water will be turned on as soon as weather permits in the spring season.
27. Electric is supplied as part of the lease rate (if applicable). This inclusion allows only reasonable and expected use for the size and type of slip leased. It does not include the unattended or year round running of air conditioning and heating appliances. Owners who leave such appliances running or who are deemed to be using an excessive amount of power for the slip size and type leased will be assessed a surcharge for electricity.
28. The unattended use of "SPACE HEATERS" is not permitted. Certain "boat safe" engine compartment heaters may be used however. 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.

29. Vehicle Parking Permits will be issued to Slipholders and should be displayed when parking overnight in the Marina parking lot. Parking permits are for Slipholder's Vehicles only and are NON-TRANSFERABLE. Any vehicle NOT displaying a current permit may be ticketed and/or towed at the Owners sole risk and expense. The Marina does not warrant the availability of vehicle parking. The Marina disclaims responsibility for vehicles parked on Marina property, including, but not limited to, damage to, theft of or theft from vehicles. Permits will not be issued to delinquent accounts. Slipholders may obtain visitor-parking passes at the Marina office at no cost.
30. NO TRAILER PARKING will be permitted in the Marina parking lot. Trailer storage is available by lease Agreement with the Marina and will not be allowed without a lease agreement in effect. Trailers with or without a boat loaded that do not have a lease agreement or prior permission from the Marina and are found parked on Marina property will be locked, removed, or towed at the sole expense and risk of the Owner.
31. No roller skating/blading, skateboarding, scooter riding, bicycling, or motorcycling is permitted on the docks
32. All slip payments are non-refundable
33. 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.