

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 are expressly made part of the License Agreement. Boat Owner, any member of his family, any of his employees, licensees, agents, contractors, and guests (hereinafter individually referred to as "Boat Owner'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 License Agreement and supersede all previous versions. Boat Owner agrees to comply, and to cause Boat Owner's Agent to comply, with all Marina Rules.

1. **DOCKING, MOORING, OR OTHERWISE SECURING OF ANY AND ALL VESSELS** in the Marina or to any portion of the docks is permitted only with the written authorization of the Marina, by means of a license agreement, and as such falls under the jurisdiction of the Marina.
2. **RULES OF THE ROAD** and navigation laws of the United States and the Commonwealth of Massachusetts apply to all boats in, approaching or leaving the Marina. Boat Owners and Boat are responsible for damages or injuries caused by Boat's wake.
3. **ALL VESSELS REQUIRE EXAMINATION AND APPROVAL** by the Manager prior to the execution of any slip license agreement. Vessels are to be maintained in good mechanical and aesthetic condition at all times. Vessels not in good condition, as determined at the sole discretion of the Manager, 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 Owner's expense any time prior to arrival or while the vessel remains in the Marina.
4. **MAINTENANCE IN THE MARINA**, whether by boat owner or 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 done. Boat washing is permitted using Marina approved biodegradable soaps and cleaners.
5. **POWER TOOLS** are not permitted to use on the docks or exterior of any vessel. Special exception may be requested from the Manager who will review each request on a case-by-case basis. The decision of the Manager 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.**
6. **MODIFICATIONS OR ADDITIONS** (e.g., installing fenders, hose caddies, etc.) to any portion of the docks are not permitted.
7. **CONTRACTORS, AGENTS, AND GUESTS** must be accompanied by the Boat Owner while they are on the docks. No guests are permitted to stay at the Marina overnight without the Marina's consent. If the Boat Owner cannot be present the Boat Owner must inform the manager of the restaurant located at the Marina (or, such other person as may be designated from time to time, the "Manager") at its office (which is located within said restaurant, the "Manager's Office") prior to admitting the agent or guest on the docks. All contractors are required to sign in at the Manager's Office prior to accessing the docks. Contractors are permitted only during the Marina hours of operation unless accompanied by the Boat Owner. All work must be concluded and contractor key returned prior to fuel dock closing (See schedule). Boat inspectors or insurance adjusters as well as any other person inspecting the Boat or performing any job or activity on or for the Boat shall be deemed a "contractor" for purposes of these rules.
8. **PARKING.** The Marina DOES NOT warrant the availability of parking. Priority parking is granted to patrons of the restaurant located at the Marina. The Marina disclaims responsibility for vehicles parked on Marina property, including, but not limited to, damage to, theft of or theft from vehicles. Boaters must obtain permission to park (which is not guaranteed) at the Marina at the Manager's Office, space permitting. Trailer parking is not permitted.
9. **WALKWAYS** shall be kept clear at all times. Boarding steps and ladder are subject to approval by the Marina.
10. **"FOR SALE" SIGNS** and any other forms of advertising or solicitation are not permitted in the Marina.
11. **COMMERCIAL ACTIVITIES**, vending, or otherwise collecting funds is not permitted. Commercial activities include, but are not limited to, rental or leasing of boats, chartering of boats or 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. Any questions should be directed to the Manager.
12. **LAUNDRY** shall not be hung on boats or docks.
13. **CHARCOAL AND GAS COOKING** is not permitted on the docks or on the exterior of any vessel in or attached to the Marina.
14. **FIREWORKS** are not permitted in the Marina, on the docks, or on any vessel in or attached to the Marina.

15. **TRASH AND GARBAGE** must be placed in **sealed plastic bags** and disposed of in the trash bins located along the sidewalks or taken with the Boater when they leave. **Do not leave garbage anywhere on the ground.** Glass, aluminum, and plastic should be placed in the provided recycling containers. Cardboard boxes must be flattened and put in the dumpster. Any construction debris, old furniture, or other bulky items must be removed from the Marina by the Boat Owner. Shrink wrap is not to be disposed of in the dumpster.
16. **USED MOTOR OIL, ANTIFREEZE, FUEL, AND BATTERIES,** or any other hazardous materials (e.g., varnish, paint, alcohol, wood oil, etc.) are not to be stored or disposed of at the Marina. Contact the Marina regarding the disposal of oil and/or fuel soaked rags and/or absorbent material prior to disposal. **No flammables, hazardous materials, or fireworks are to be stored for any period of time on board vessels or on the docks (including dock boxes).** (These materials include, but are not limited to, fuel, spray paint, WD40, wasp killer, acetone, etc.).
17. **UTILITY CONNECTIONS** from the Boat to the Marina are to be maintained in a serviceable condition. All utility connections are subject to approval by the Manager. Unsafe connections are immediately subject to disconnection with or without prior notification of the Boat Owner(s). **Under no circumstances may a Boat Owner plug into any other slip outlet,** even with the permission of the occupant of that slip, without prior approval from the Marina. If there is a problem or emergency, notify the Manager. Under no circumstances may anyone plug into any Marina plug, light, or appliance without the express permission of the Marina. Do not run cords across any walkway. **NO MORE THAN ONE VESSEL IS TO BE CONNECTED TO A SINGLE SHORE POWER OUTLET.**
18. **LOUD NOISES** such as hailers, loud music, or unnecessarily loud revving of engines will not be permitted. Dock parties must conclude by 11:00 p.m. Sunday-Thursday, and by 12:00 midnight Friday and Saturday. Any noise which can be heard further than two slips from the boat will be considered to be too loud.
19. **IF THE BOAT IS TO BE OCCUPIED OR OPERATED** by a person other than the Owner without the Owner present, the Marina must be contacted in writing. The Owner should provide the Marina a list of approved individuals if they expect them to use the boat on a regular basis.
21. **PETS** are allowed with the condition that they are kept on a leash at all times while on the docks or on the property. Pets, with the exception of service animals, are not allowed in the comfort station at any time.
22. **SPACE HEATERS ARE NOT TO BE OPERATED UNATTENDED AT ANY TIME.** Certain "boat safe" engine compartment heaters may be used with prior approval from the Marina. 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.**
23. **NO DISCHARGES** are permitted at the Marina. Sewage, treated or untreated, must go to an onboard holding tank and discharged at a 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 inland waters.
24. **ANY CHANGES TO YOUR BOATER STATUS** (i.e., departure date, change of slip, mailing address, etc.) require notification to the Marina. A credit to your account, if applicable, will be issued only if the Manager's Office is notified, in writing, prior to any such changes. Forms for this purpose are provided in the Manager's Office. Changes can also be mailed, faxed to the address indicated at the top of page 1, or e-mailed to _____.
25. **RIDING OR OPERATING** motorized transportation (Moped, scooter, etc.), skates, or skateboards is not permitted on the docks.
26. **LIVEBOARDS*** are not permitted at the Marina.

*** Slip Holders who spend 3 or more nights in any 7-day period and/or use the marina for a mailing address are considered liveaboard.**

Any questions, concerns, or comments regarding this License Agreement, the Marina Rules, or any other Marina issues should be addressed to the Manager's Office.