



Homeport Marina

Rules and Regulations

In an effort to provide an inviting atmosphere for Vessel Owners/Guests berthing at Homeport Marina, the following Rules and Regulations are provided for your protection and enjoyment. Your cooperation in observing such rules will be appreciated.

- 1. The rules of the road and the navigation laws of the United States of America apply to all Vessels in or approaching the Marina, with an emphasis on “No Wake Zones”. Proper speed to ensure compliance with the “No Wake Zones” shall be observed in the Marina at all times.**
- 2. Vessel Owners shall report to the Harbormaster at the Marina upon arrival to make financial arrangements for the duration of their stay. Upon arrival, and thereafter at the Marina’s request, the Owner shall provide the Marina with a signed credit card imprint, which the Marina may, at any time, process for payments of the Owner’s charges. All charges must be paid in full before the Vessel leaves the Marina.**
- 3. The Marina reserves the right and option to substitute one slip/space for another and to move and relocate any Vessel, as the Marina deems necessary.**
- 4. Noise should be kept to a minimum at all times. The Owner should use discretion in the operation of generators, main engines, and other power equipment after 6:00 PM and before 9:00 AM. Televisions, radios, and any other sound equipment should be played at a reasonable level so as not to disturb adjacent Vessel Owners and their guests.**
- 5. Unless prior written permission is given by the Marina due to exceptional circumstances, major repairs and are not permitted. Out of water cleaning or pressure washing of Vessels is not permitted on Marina grounds. Owners are required to use environmentally friendly cleaning agents, which may be purchased at the dock store.**
- 6. While removal will only be required under extremely severe circumstances, the Marina reserves the right to require the removal of Vessels from the Marina at its sole discretion upon the approach of a tropical storm, hurricane, or any other such force of nature. However, in the event that the Marina allows Vessels to remain during inclement weather, the Marina shall not be responsible for any loss or damage to the Vessel, its contents, gear, or equipment during such time of emergency, even though the Marina may have relocated the Vessel or changed its mooring.**
- 7. Docks are to be clear at all times and may not be used for storage. Hoses and electrical lines should not cross the dock. Charcoal fires are not permitted on docks or on vessels while at the docks. All personal property must be stowed on the Vessel.**
- 8. Pets are allowed so long they do not cause a disturbance. Pets should be leashed at all times and toileted only in designated areas. The Owner is expected to clean up after pets.**

9. **Some of the amenities included at no additional charge include Security, Wi-Fi, Cable, Laundry, Showers, Water, and Trash Disposal. Power, however is metered and read once per month. Payment for power services will be added to the monthly rent.**
10. **No attachments shall be made to docks, finger piers or pilings without prior written approval of the Marina.**
11. **Refuse, trash, and garbage shall not be thrown overboard, but shall be placed in bags and deposited in the containers designated for such disposal provided by the Marina. If any unusually large items need to be disposed of, the Owner must contact the Marina for assistance with proper disposal.**
12. **No commercial business shall be conducted in the Marina. Conducting business, rendering professional services, solicitations of business, and the sale of merchandise shall not be conducted aboard Vessels at dockside or upon Marina property without prior written consent of the Marina. Advertising of any type, except yacht for sale signs, shall not be permitted on any Vessel or slip within the Marina without prior written approval of the Marina. The Marina is authorized to remove any sign from the Vessel or the slip without notice to the Owner. Similarly, the Owner may not affix or attach by screws, nails, bolts, or any other object any article, fixture, or equipment to the docks without the prior written permission of the Marina.**
13. **Laundering and/or drying of clothing on docks, finger piers, on deck or in boat rigging is not permitted. This includes hanging towels and bathing suits on railings.**
14. **The finger pier between slips is for the use of boats on each side and the location of private gangways should be governed accordingly. In no case should a single gangway block access to another boat.**
15. **Boats occupying a slip after 12:00 PM (Noon) are charged for dockage for that night, unless prior arrangements have been made with the Marina.**
16. **All vehicle parking is limited and governed by the Marina. The speed limit on Marina roads and parking areas is 5 mph.**
17. **While at the Marina, all Vessels should be maintained in good condition and capable operating properly, including bilge pumps. The Marina is not liable for any damage caused by failure to maintain properly operating equipment.**
18. **There shall be no refueling in slips. All fueling of Vessels is to be done at the fuel dock only.**
19. **Any dumping or discharge of oil, fuel, antifreeze, and oil from bilges into the Marina waters or on the Marina grounds is illegal and will not be tolerated. The Marina provides a receptacle for non-contaminated waste oil. The Marina also provides for disposal of contaminated oil, antifreeze, oily bilge water, diesel, gasoline, and old filters. Please contact Marina management for proper disposal instructions.**
20. **No Vessel may stay in the Marina without proper oil discharge protection. All boat bilges will utilize oil absorption pads, which shall be replaced as needed. Any spills of pollutants into the water shall be reported to the Marina immediately as required by law. The Owner will also bear the cleaning and other associated costs or fees of any environmental damage caused by their boat while in the Marina. The Marina may initiate any environmental cleanup it deems necessary immediately, at the Marina's sole discretion, without any prior Owner authorization. Absorbent materials may be purchased at the Dock Store. Overboard dumping of any sewage is illegal and**

will be grounds for immediate removal from the Marina. Any Vessel found in the Marina with a sewage discharge valve in the open position will be subject to immediate removal from the Marina. All Vessels with on board toilet facilities must be sure that is an approved MSD (Marine Sanitation Device) and that it is in proper working order. The Marina has the right to inspect MSD's and associated plumbing at any time deemed necessary. The Owner will pay the cleanup costs of any environmental damage caused by their Vessel while in the Marina. The Marina also reserves the right to initiate any environmental cleanup immediately without prior Owner authorization and at the Owner's expense. Please contact the Harbormaster or designated agent for MSD disposal instructions.

21. There shall be no cleaning of fish on the Marina property.
22. After use, carts must be returned to designated areas and shall be left clean for the next person. Any problems with or damage to carts shall be reported to the Marina immediately.
23. The Marina reserves the right to lease or refuse to lease to any person for any good reason, including but not limited to the condition of the Vessel.
24. While the Marina, from time to time, may employ security personnel for the protection of the Marina property, such personnel are not responsible for the Owner's property protection, including the Vessel and the contents thereof.
25. The Owners and their guests shall not take any action which in the exclusive judgment of the Marina would constitute a nuisance or would disturb or endanger any other Vessel, Owners, their guests, and Marina employees, or unreasonable interfere with their use of the Marina, nor do anything which would tend to injure the reputation of the Marina.
26. Violation of the above policies, rules, regulations and procedures, or any other city ordinance, state or federal laws shall be cause for immediate removal from the Marina of the Vessel in question and termination of the lease at the sole discretion of the Marina.

The Marina reserves the right to make changes or additions to the above Rules and Regulations, as it deems necessary and/or appropriate at its sole discretion. Any changes shall be posted in the Marina office, and such changes shall be effective at the time of posting. The Rules and Regulations are part of The Lease Agreement between the undersigned parties.

Vessel Owner

Homeport, L.L.C.

Print Name

Print Name of Homeport Marina Representative

Signature

Signature of Homeport Marina Representative

Name of Vessel

Slip Number Assigned

Date

Date