

Rockwater Marina Rules and Regulations

1. *Tenant* shall not throw, deposit, discharge, pump or otherwise place any refuse, garbage, debris, oil, spirits, paint, sewage, flammable material or any other pollutants of any description upon the floats or water of the *marina*. Any governmental fines, including the cost of cleanup, resulting from the actions of the *Tenant* shall be the sole responsibility of the *Tenant*. Waste oil is not to be placed in or beside the garbage containers or spilled in the marina waterways. Docks shall be kept clean from grease, oil, spray paints or any other staining material. *Tenant* shall be responsible for all clean-up costs.
2. All garbage must be put in a liner before being placed in the *Marina's* garbage cans. Fried chicken is very attractive to racoons. Food items must be properly disposed of or the racoons will wreak havoc.
3. *Tenant's* vessels, while inside the *Marina* or in the channel leading to the *Marina* shall create no wake. Maximum speed in the *Marina* and channel is four knots or no wake, whichever occurs first.
4. There shall be no welding equipment, burning torches or any other open flame apparatus used within the *Marina*, as prohibited by the *Marina's* insurance company. Gas barbecues securely mounted within the boat are acceptable.
5. No part of any vessel may extend over the main walkways. All boats shall be moored in a safe and secure manner on cleats with strong mooring lines. In the event the *Marina* deems the *Tenant's* mooring lines to be unsafe, the *Marina* may replace said lines and the *Tenant* shall pay all costs.
6. There is no construction of any kind allowed on or to the docks. The *Marina* reserves the right to remove, add, or adapt any existing construction, addition, or modification made to any portion of the docks, not limited to, but including dinghy racks, dock boxes, and stairs.
7. Except for entering or leaving the slip, main engines, power generating equipment or other noisemaking equipment shall not be operated between the hours of 9 p.m. and 7 a.m.
9. Water, electrical cords or mooring lines shall not be placed across the walkways. All electrical cords must be marine grade and have a plug with a watertight seal.
10. *Tenant* shall not prop the gate open for any reason. All guests must be accompanied by the *Tenant*.
11. Dinghies, skiffs or tenders are to be stored in the water within the *Tenant's* berth or on the *Tenant's* vessel, unless otherwise approved by the *Marina*.
12. If any vessel sinks within the marina, *Tenant* must immediately take action to remove the vessel. If *Tenant* fails to take immediate action, the *Marina* will do so, and *Tenant* shall pay all costs incurred in such removal.
13. Children under ten (10) years of age must be accompanied by an adult at all times while on the *Marina's* premises. Pets shall be leashed at all times when on *Marina's*

premises. Pet owners must clean up after their animals and dispose of excrement in a proper container.

14. Any *Tenant* desiring to hire a third party to perform work on *Tenant's* vessel while at the *Marina* must secure the *Marina's* prior approval before such third party (Outside Vendor) may perform any work. The *Marina* will at all times exercise control of third parties permitted to enter the *Marina* and in the case of Outside Vendors, the *Marina* must first approve the materials and methods, insurance coverage, licenses and willingness of the Outside Vendor to observe the *Marina's Rules and Regulations* before permitting an Outside Vendor onto the *Marina* property to perform work.
15. Any Outside Vendor permitted onto *Marina* property, whether or not pre-approved, shall not be construed as having any endorsement of the *Marina* for the work or services of such party nor shall the *Marina* be in any way responsible for the work done by any such party.
16. *Marina* garbage and recycling cans are for vessel garbage only and not for household use.
17. Extended usage or "live aboard" situations must be approved by *Marina* management.
18. Sewage shall not be discharged in the water. Any extended use/stay approval is subject to mandatory disclosure by tenant that sewage has only been discharged at a sewage discharge station. This information must be recorded and submitted in writing at intervals determined by management. No substance or material whatsoever, including human waste, may be discharged into the water. As live-aboard Vessels raise concerns regarding water quality, all such Vessels shall be subject to periodic sanitation system inspections by the *Marina*. Each Vessel will be equipped with a permanently installed Coast Guard-approved marine sanitation device and the *Marina* shall have the right upon reasonable notice to inspect the interior of the Vessel to verify compliance with this condition. Waste may only be discharged in an approved sewage disposal facility. The *Marina* shall have the right to require the live-aboard *Tenant* to demonstrate regular use of a sewage disposal facility.
19. All docks must be kept clear at all times to permit easy access by emergency crews and their equipment. The *Marina* reserves the right to confiscate any items left on the docks at any time and to dispose of these items immediately at the cost of the tenant. Storage of any confiscated items will also be at the cost of the tenant.
20. All moorage fees are non-refundable. Annual *Tenants* who sell their vessel may obtain a partial refund at the discretion of management. At the discretion of management, *Tenant's* moorage rate will revert to monthly moorage for the period of time between April 1st and the vessel's date of sale rounded to the end of the month of the sale. *The Marina* will not pro-rate any portion of the month in which the boat is sold. *Tenant* must provide the *Marina* office with the bill of sale within 5 days of the date of sale to qualify for a refund. The refunded portion shall consist of the difference between the tenant's paid annual moorage and the monthly moorage as calculated under this Rule.
21. All *Tenants* are required to keep \$500,000 liability insurance with *Rockwater Marina* as the named insured.
22. If *Marina* staff are called out after hours to assist a *Tenant* in response to a situation not due to the negligence or fault of the *Marina*, the *Tenant* may be charged \$100 an hour per staff person who responds. Normal business hours are 9-5 Monday – Friday.

23. *The Marina* Rules and Regulations summarized herein and as amended from time to time and all other policies and regulations established by governmental agencies or the *Marina* shall form a part of the *Marina Rental Agreements* as if set forth fully therein.
24. Please email Jim at Jim@JimJacksonAtty.com or Lisa at lisaferrell@sbcglobal.net with any questions or concerns.