

HILLSMERE SHORES MARINA RULES & REGULATIONS

AS OF 01/01/2018

1. AUTHORITY & RESPONSIBILITY

1.1. The Chairperson of Piers & Harbors shall designate members of Piers & Harbors sub-committees such as the Slips Committee, Operations Committee, etc. If no members are so designated then the Chairperson of Piers & Harbors will assume the committee's responsibilities.

1.2. Any actions taken or decisions made by a Piers & Harbors sub-committee are subject to the approval of the Chairperson of Piers & Harbors.

2. ELIGIBILITY

2.1. Applicants and slip holders must be property owners in Hillsmere. Renters may become a slip holder provided: (1) written permission from the property owner is submitted for each 12 month period and said notice contains a waiver of the property owner's right to be assigned for a slip in the property owner's name for the duration of said period; and (2) the property owner is not a current holder of any slip. Renters may not take over or assume a slip held by the property owner. The user of a dinghy rack is not considered to be a slip holder under the definition of these rules and regulations.

2.2. Applicants and slip holders must be current members of HSIA. Any lapse in membership will cause an applicant's name to be suspended from the waiting list and/or will cause termination of a Slip Permit. HSIA will make a reasonable attempt to notify the applicant/slip holder using contact information previously on file. The applicant/slip holder will be given 30 days after the attempted notification to renew their HSIA membership before any action is taken.

2.3. Owners of property in Hillsmere may only be assigned one slip, regardless of the number of properties owned. Multiple owners of record shall be considered one person for the purpose of this regulation.

2.4. Any boat in the marina must be at least 50% owned by one or more Hillsmere residents. All the names must be officially shown on the documentation, if USCG documented, or on the MD registration. In addition, all owners must sign a notarized statement, provided by HSIA, attesting to the percentage of ownership.

2.5. A person may have ownership in no more than two boats in the marina but may own more than 50% of only one of them.

2.6. All slip holders must complete and turn in to the HSIA Administrator the HSIA Marina Slip Permit before payment for the slip will be accepted.

2.7 Residents who keep their boats at private docks or on buoys in Duvall Creek and who are current HSIA members may use Marina facilities to pick up and discharge passengers, for temporary docking at open and available Transient Slips (not to exceed 4 hours per day), and to use the pump out station, by paying a Marina Use Fee set annually by the P&H Committee and approved by the HSIA Board. Marina Use applicants shall receive a marina sticker and Pump out key, if requested, and must abide by all Marina Rules and Regulations applicable to slip holders, including boat insurance requirements under Regulation 6 below.

3. SLIP WAITING LIST

3.1. Residents wishing to be added to the Wait List must pay a one-time, non-refundable fee determined by the Board of Directors, in addition to their HSIA membership. The one-time Wait List Deposit Fee will be subtracted from the slip rental fee on the first year's invoice. Failure to renew HSIA membership consistent with the HSIA Bylaws will result in suspension from the

HILLSMERE SHORES MARINA RULES & REGULATIONS

AS OF 01/01/2018

waiting list. Removals will take place without notice from HSIA or the Chairperson of Piers & Harbors.

3.2. Positions on the waiting list are not transferable.

3.3. By January 31st, the Chairperson of Piers & Harbors will determine the likely number of persons on the waiting list that would have to be contacted to fill all available slips (usually two or three times the expected number of available slips). A Waiting List Status Notice will be emailed to that number of persons on the slip waiting list requesting that they respond by March 1st indicating if they would accept a slip for the following season, if offered. They must also provide the type, length, beam of the boat or boats (if there is more than one possibility) that they would put in the slip plus verify contact information to be used to notify them if a slip is offered, including phone and email. If a person would have been offered a slip, based on their position on the list, and did not respond to the Waiting List Status Notice, then they will be considered to have rejected an offered slip.

3.4. It is the sole responsibility of the person on the waiting list to make sure that the contact information is current and timely.

4. SLIP ASSIGNMENT & USE

4.1. Slip assignments or re-assignments are made to ensure the fairest and greatest use of the marina slips by the residents of Hillsmere and will be offered in the following priority: (a) slip holders who are over- or under-slipped; (b) slip holders desiring relocation; (c) persons on the slip waiting list. Any change in slip assignments made by the Slip Committee shall take effect immediately and shall be final. The Slip Committee has the right to reassign slips as necessary. The Slip Committee has the absolute right to change a slip holder's slip whenever it is in the best interest of the total assignment of all slips.

4.2. The Slip Committee will use due diligence to notify eligible applicants by telephone and/or email that a slip is available for assignment. However, if after 7 days these attempts are still unsuccessful, the next person on the waiting list will be offered the available slip. This will not result in a loss of any relative position on the waiting list and does not constitute a slip rejection, provided the person had not been considered to have rejected an offered slip based on not responding to a Waiting List Status Notice, as described in section 3 above.

4.3. An offer of a slip assignment must be accepted within 5 days following notification. If the person does not accept the slip within the above time period then the next applicant will be offered the slip. Failure to accept an adequate slip will be considered a slip rejection.

4.4. Applicants may reject an adequate slip offer twice. Upon a third rejection, the applicant will be placed at the bottom of the waiting list. Only one rejection penalty can be accrued in a Slip Permit year.

4.5. After accepting a slip, an applicant may request slip relocation. Any rejection of a relocation offer will not cause a loss of position on the relocation list.

4.6. Temporary Slip Changes

4.6.1. The HSIA marina is not a commercial marina. All slip holders acknowledge that dock repairs, weather emergencies, or other events or circumstances such as placement of de-icing equipment, may require a temporary change in slip assignments and/or relocating of boats. The Slips Committee will make every effort to make these temporary changes in the least disruptive manner for the slipholders, and to notify slipholders in advance. Slipholders will be notified of any temporary changes in slip assignment by email or telephone.

HILLSMERE SHORES MARINA RULES & REGULATIONS

AS OF 01/01/2018

4.6.2. Temporary Winter Slip assignments in more protected slips behind the bulkhead, if space is available, may be offered by the Slips Committee to slip holders leaving their boats in the water during winter seasons. Winter Slip assignments are temporary, and Winter Slips should be vacated by March 15 each year, or sooner if requested by the permanent slip holder. Failure to remove boats from temporary Winter Slip assignments will result in transient slip charges of \$1/foot/day beginning April 1 until moved.

4.7. Subletting/Renting of Slips

4.7.1. Subletting of slips by slip holders is strictly forbidden and may result in loss of slip. The Chairperson of Piers & Harbors, with the agreement of the HSIA Treasurer, may sublet rented slips that are going to be empty for a period of time, including during the winter. The Slip Committee will publicize when slips are available for subletting via email, the Sea Breeze, or by other means. Anyone subletting a slip must meet all of the requirements for slip holders. Preference will be given to those on the Slip Waiting List in the order that they appear on the list. However, no one who has sublet a slip may be ejected because a person on the Slip Waiting List (or in a higher position) requests to sublet a slip. The subletting fee shall be prorated based on the annual rent for that slip. The slip holder will not receive any discount or refund for the time that their slip is sublet.

4.7.2. The Chairperson of Piers & Harbors, with the agreement of the HSIA Treasurer, may rent vacant slips or transient slips on a monthly basis, provided no one on the Slip Waiting List wishes to occupy the vacant slip on a permanent basis, and the person renting the vacant or transient slip meets all of the requirements for slip holders. Preference for renting vacant slips will be given to those on the Slip Waiting List in the order that they appear on the list. The rental fee shall be calculated as twice the monthly rate based on the annual rent for a vacant slip, and twice the Marina's highest monthly slip rate for a transient slip.

4.8. Guests

4.8.1. Slip holders (or any HSIA member) may allow guests to occupy their slips or, if available, the transient slip, but only with the prior approval of the Chairperson of Piers and Harbors. Guest privileges are limited to a maximum of 14 days per year. A daily "rental" rate of \$1/foot per day shall be charged to the sponsoring slip holder or HSIA member and shall be payable to HSIA.

4.8.2. Sponsoring slip holders or HSIA members not giving advance notice (or immediate notice in the case of an emergency) of a guest occupying a slip will be charged a fee of \$100 in addition to the daily rental. Repeated violations of this rule by a slip holder are grounds for termination of the slip assignment.

4.8.3. The sponsoring slip holder or HSIA member is responsible for verifying that the guest has the same liability insurance required of slip holders (see section 6.1) and accepts full responsibility for any damages caused by the guest.

4.9. Keys

4.9.1. Slip assignments will include one ramp or Sand Spit key, which is dependent on slip assignment/location. Additional or replacement keys are at the expense of the slip holder. Locks to the ramps are changed annually.

4.9.2. Slip holders shall also receive a Pump Out Key, which opens the Pump Out Box at the end of the main dock, and also opens the Oil Spill Response Kit boxes located near the end of the Sand Spit.

HILLSMERE SHORES MARINA RULES & REGULATIONS

AS OF 01/01/2018

4.9.3. Keys to the boat launching ramps are available, upon payment of the annual key charge, to residents and property owners of Hillsmere who are members of HSIA from the HSIA Administrator. Locks to the ramps are changed annually.

4.9.4. All keys are issued either at Come and Get It Day, through the mail or at a special key pick up day as determined by the HSIA Board of Directors.

4.10. Slip holders may vacate their slips for the purpose of boat repairs, seasonal haul out, or vacation cruises without any loss of right to the slip. Additionally, slip holders in good standing, will be permitted to sign an agreement with HSIA to vacate their slip for extended periods for the purpose of using their boat away from the Annapolis area, and retain the right to return to the same slip. To retain their slip, vacating slip holders will pay the full annual slip rent, will keep their HSIA membership current, and provide proof of the qualifying use of the boat to the Chairperson of Piers & Harbors when requested. The slip may be sublet for the duration of the slip holder's absence by the Slip Committee. Proof of insurance requirements shall be waived until the boat returns to the marina. During the period that the slip holder has vacated their slip, the slip holder may occupy a transient slip, if available, for the purpose of preparing to leave, returning early, or visiting the marina.

5. SLIP FEE PAYMENT

5.1. All slip fees are set annually by the Piers and Harbors Committee with approval by the HSIA Board.

5.2. Invoices will be mailed to all existing slip holders prior to January 31st and to new slip holders as soon as the slip is accepted.

5.3.1 Slip holders may receive a discount, if any, set annually by the HSIA Board, if fees are paid in full, with all required documentation, within 15 days of the date of the invoice.

5.3.2 Slips holders may be subject to a late payment penalty, if any, set annually by the HSIA Board, if fees are not paid in full by March 1, or other payment terms have not been arranged with the Chairperson of Piers & Harbors.

5.4. Slip holders who have not paid their fees and provided all required documentation, or made other arrangements, in writing, with the Chairperson of Piers & Harbors and approved by the HSIA Treasurer, within 30 days of the invoice date or by March 1st, whichever is later, may lose their slip.

5.5. Returning slip holders who have not paid their slip fees, with all required documentation, by March 1st will have a notice emailed to them by March 10th, warning them of the consequences of not meeting payment deadline.

5.6. Any slip holder who has lost their slip and has a boat in it will be sent a letter (by certified mail with return receipt) giving them 15 days to remove the boat or have it removed by HSIA at the slip holder's expense.

5.7. The permit year for slips is from April 1st until March 31st. Slip holders giving up their slips may receive a refund and persons getting slips may have their slip fee prorated. Slip holders wishing to give up their slip must notify the Chairperson of Piers & Harbors, in writing, of their intention to do so. The effective date will be when such notice has been given and the boat is removed from the slip. The effective date for persons getting a slip will be the effective date indicated on the invoice or the date the slip is made available to the new slip holder, whichever comes later. Refunds and prorated fees are based on the following schedule:

HILLSMERE SHORES MARINA RULES & REGULATIONS

AS OF 01/01/2018

Effective Date	Refund	Prorated Fee
April - June	5/6	No prorating
July	2/3	5/6
August	1/2	2/3
September	1/3	1/2
October	1/6	1/3
November - March	No refund	1/6

Example, for a slip that costs \$1,000, a person giving up the slip in August would get a refund of \$500. A person taking that slip in October would pay \$333 for the current permit year.

6. BOAT DOCUMENTATION & INSURANCE

6.1. Slip holders must own a boat suitable for the assigned slip, properly registered in their name, and insured with a minimum of \$100,000 liability coverage. A grace period, not to exceed 60 days, may be granted by the Chairperson of Piers and Harbors, to accommodate individuals buying a new boat or trading boats, provided adequate documents show that a change in boats is in progress.

6.2. Photocopies of boat title, current registration and/or documentation, Vessel Ownership Affidavit provided by HSIA (if multiple owners), the completed and signed HSIA Marina Slip Permit, and insurance policy declarations page, all bearing the name of the slip holder will be required with the slip rent payment. Slip rent payments will not be accepted without the required documents. Canceling boat insurance or allowing a boat insurance policy to lapse without replacement will result in immediate loss of slip.

6.3. Current slip holders who will be acquiring a new boat, to replace the one in their slip, must notify the Chairperson of Piers and Harbors. The slip, if empty, may be subject to temporary reassignment.

6.4. If a slip holder purchases a larger boat and no suitable slip is available then they may give up their slip and remain on the upgrade/reassignment list provided that they submit all documentation required of a slip holder, including proof of ownership, and remain a member in good standing of HSIA. They will not be required to show proof of insurance and will not be billed for the slip during this period.

6.5. Slip assignment permits must be signed by all registered owners of the boat.

6.6. All boats in slips must display, no later than April 1st each year, a current Maryland registration or documentation sticker, except for boats not required to be registered. All boats must display a current HSIA marina sticker readily visible from the dock or pier. A boat in any slip that does not display a current Maryland registration or documentation sticker (if required) and a current HSIA boat sticker shall be subject to termination of the slip assignment. Slip holders will be given 30 days notice of such an action will be allowed to correct the violations to avoid termination of the Slip Permit. Any termination action will be reviewed by the HSIA Board of Directors on request.

HILLSMERE SHORES MARINA RULES & REGULATIONS

AS OF 01/01/2018

7. BOAT CONDITION & USE

7.1. HSIA may terminate or refuse to renew a Slip Permit for any of the following:

- a) Boat not maintained in a safe, operable, and seaworthy condition.
- b) Boat neglected by owner as evidenced by broken lines, improperly adjusted lines, repeatedly taking on water, excessive fouling or plant growth, causing damage to docks, or any other neglect as determined by Chairperson of Piers & Harbors.
- c) Boat causing pollution by the discharge of oil or oily waste in the marina, or otherwise violating the federal or Maryland Clean Water Acts.
- d) Slips that do not have the assigned boat present for long periods of time unless other arrangements have been made with the Chairperson of Piers & Harbors.

7.2. Federal and State law prohibit the discharge of oil or oily waste into navigable waters. Slip holders with inboard engines shall use oil absorbent materials (pads and/or mini-booms) in their sumps and bilges to prevent prohibited discharges. Outboard engines shall be properly maintained to prevent prohibited discharges.

7.3. Any decision to terminate or not renew a Slip Permit under section 7.1 will be reviewed by the HSIA Board of Directors on request. Slip holders will be given 30 days notice of such an action and may, at the reasonable discretion of the Chairperson of Piers & Harbors, be allowed to correct the violations to avoid termination of the Slip Permit.

8. GENERAL

8.1. The marina may not be used as a base for the chartering of boats or carrying of paying passengers.

8.2. Liveaboards are not permitted. Slip holders, guests and transients may stay on board their boats overnight at their assigned dockage for not more than 7 days per month and not to exceed more than 28 days per year. No one may stay on board their boats overnight for more than 7 consecutive days, except in an emergency situation with prior written permission from the Chairperson of the Piers & Harbors Committee and subject to confirmation by the HSIA Board of Directors.

8.3. A slip holder shall be responsible for any damage caused by his boat, regardless of who is operating it. Slip holders shall ensure that caution and boat handling safety are exercised on their boats at all times. There shall be no speeding in the harbor. This is defined as "showing no wake." Watch for swimmers, small boats, dinghies, and any other obstructions in the waterway.

8.4. No improvements, repairs, or modifications to slips or docks are permitted without the express written consent of the HSIA Board of Directors. Dock boxes meeting all requirements outlined in Addendum A may be installed with prior written approval of the Chairperson of the Piers and Harbors Committee.

8.5. Boat operators shall obey all regulations of the United States Coast Guard and the Natural Resources Article of the Annotated Code of Maryland, including those regarding the overboard discharge of oil, or discharges of waste from heads and holding tanks.

8.6. The gates at all ramps are to be kept locked at all times, when not in actual use.

8.7. There shall be no storage of equipment, trailers, small boats, or dinghies on HSIA property, except in designated dinghy racks, the HSIA Boat Park on Beach Drive, or in areas specifically designated by the Chairperson of Piers & Harbors for temporary storage. All trailers and boats stored on HSIA property shall display a current registration and/or license tag and/or an HSIA identifying number or sticker and shall be kept in working/operable condition.

HILLSMERE SHORES MARINA RULES & REGULATIONS

AS OF 01/01/2018

8.8. Trespassing/Towing

8.8.1. Slip areas are posted for no trespassing and only Hillsmere residents and their guests, in the resident's presence are permitted to use the premises. Any Hillsmere resident may notify the police to have unauthorized users removed. The police will act on the authority of the posted signs.

8.8.2. Unauthorized vehicles on the Sand Spit or boat ramp areas are subject to towing or being "booted" by a vehicle wheel clamp. "Unauthorized vehicles" means a vehicle not displaying a current HSIA sticker, or a current HSIA Guest placard.

8.9. The posted speed limit on the Sand Spit is 5 MPH. All property owners, slip holders and guests shall observe the posted speed limit and operate their vehicles in a safe and slow manner so as not to raise dust or endanger pedestrians.

8.10. All ramp and Sand Spit users are required to help keep the area clean. Camp fires and overnight camping are not permitted on the boat ramps or the parking area or the beach area of the Sand Spit. The marina, spit, and ramps are "Green," or trash-free environments. All trash must be carried in and out, as there are no trash containers in these locations. Dog waste only should be put in the dog waste containers.

8.11. Operating boat engines in gear, while secured in a slip, is prohibited. Any "blowing out" of slips without the written approval of the HSIA Board of Directors will result in immediate termination of the slip assignment and the operator shall be liable for any damages caused by such action.

8.12. In order to be considerate of our neighbors, no slip holder/guest should cause a disturbance at any time. All noise should be kept to a minimum after 10:00 P.M.

8.13. The use of grills or any other open flames is totally prohibited on any boat berthed at the marina. The use of a portable heating device is prohibited on an unattended boat. The use of a permanently installed galley stove is permitted on an attended boat. Use of electric heating or cooling equipment (including a boat air conditioner) on an unattended boat for long periods of time is prohibited.

8.14. The use of contractors is permitted as long as the contractor is properly insured. Any damage that is caused by contractor to marina facilities, other boats, or the environment, and is not covered by the contractor's insurance, is the responsibility of the slip holder/boat owner.

8.15. Pets are permitted in the marina areas; however, County law prohibits pets "running at large" and requires that pets be on leashes. While pets may be unleashed when on their owners' boats, pets should NEVER be unleashed and running at large on the Sand Spit or on the piers. Pet owners who wish to exercise their unleashed pets at the small beach at the end of the Sand Spit do so at their own risk, and must maintain control of their pets. Pet droppings must be picked up and removed by the pet owner or deposited in the pet waste stations.

9. EMERGENCY PREPAREDNESS

9.1. Pollution Control. The HSIA Marina strives to be a Maryland Clean Marina. Fuel/Oil Spill Response Kits are located near the end of the Sand Spit in a bright orange, plastic wheeled cart, and in a white fiberglass dock box. The Pump Out keys that slip holders receive will open both boxes, which contain: (A) the HSIA Marina Fuel/Oil Spill Response Plan; (B) absorbent pads and booms; and (C) related safety equipment. All slip holders should familiarize themselves with the HSIA Marina Fuel/Oil Spill Response Plan, which is attached as Addendum B to these Rules.

HILLSMERE SHORES MARINA RULES & REGULATIONS

AS OF 01/01/2018

9.2. Tropical Storms and Hurricanes

9.2.1. The location near the mouth of the South River makes the HSIA Marina vulnerable to both storm surge and wave action from tropical storms and hurricanes. All slip holders shall have plans for securing their boats in the event of a tropical storm or hurricane. Alternative caretakers for boats should be designated in the event a slip holder is away or cannot be contacted.

9.2.2. In the event a Tropical Storm or Hurricane Warning is issued for the Annapolis area (generally 36 hours in advance) the goal is to have as many boats as possible removed from the marina to more secure locations. Slip holders should, if at all possible, trailer or haul their boats, or move them to hurricane holes or safer moorings. Boats that cannot be removed from the marina shall be secured for heavy winds, waves and storm surge by the rigging of additional mooring lines and the use of fenders where possible. Boat owners are entirely responsible for securing their boats if left in the marina during a tropical storm or hurricane.

9.2.3. Slip holders are responsible for and assume full and sole risk of damage to their boats and their equipment, the boats and equipment of others, and the HSIA piers and docks as a result of leaving their boats in the marina during a tropical storm or hurricane.

10. LEGAL

10.1. Violations of any of the foregoing regulations may subject the violator to loss of his/her assigned slip or removal of his/her name from the slip waiting list.

10.2. Any disputes arising from the enforcement of any of these rules that cannot be resolved by the parties and the Chairperson of Piers & Harbors can be appealed to the HSIA Board of Directors within 45 calendar days.

10.3. The Chairperson of Piers and Harbors, or designated agent, when necessary, has the right to board any boat in an HSIA slip.

10.4. Any action taken by the Board of Directors of HSIA to remove a boat from a slip when that slip assignment has been terminated or changed in accordance with these rules and regulations shall be at the risk and expense of the slip holder whose boat has been determined to be in violation of these regulations.

10.5. The slip holder by accepting and using a slip acknowledges that there are risks inherent in docking a boat at a slip or pier open to the public, including but not limited to trespassers, vandalism, destruction of property, unsafe boat handling by others, high tides, storm damage and other causes beyond the control of HSIA, its officers, Directors and agents. HSIA, its officers, directors and agents shall not be responsible for any loss or injury that befalls a slip holder, their family or guests or the property of same which is not caused directly by the negligence of HSIA, its officer, Directors or agents. HSIA shall not be an insurer or guarantor of the safety and security of any boat, person or equipment in or around any slip. HSIA, its officers, Directors and agents have no duty to check or re-tie any boat or to patrol and guard any property or equipment on any boat in any slip. Each slip holder for themselves, their heirs, assigns and representatives assumes full and sole risk of harm to themselves, their guests, their boat and their equipment.

**** End of Marina Rules ****

HILLSMERE SHORES MARINA RULES & REGULATIONS

AS OF 01/01/2018

ADDENDUM A: Rules and Specifications for the Installation and Use of Dock Boxes

General

Slip Holders may install dock boxes with the prior written approval of the Chairperson, Piers & Harbor (“P&H”) Committee, provided that the installation complies in all respects with these Rules and Specifications. Because of the configuration of pilings and finger piers, not all slips have suitable space for the installation of dock boxes.

Specifications

1. Only standard, commercially-manufactured dock boxes, made of fiberglass, plastic or non-ferrous metal may be installed. No home-made dock boxes shall be permitted.
2. A dock box and any required supporting structure shall occupy only the space of the slip for which it is installed, shall not obstruct any part of the associated pier or finger pier or obstruct the normal lay of mooring lines for any tidal height for the slip in question or adjacent slips.
3. A dock box and its supporting structure shall not interfere with the normal use of Marina utilities including electric, pier lights or pedestal boxes, water or fire main (standpipes).
4. Marine grade timber of appropriate size is required for all structures supporting a dock box installation. Hardware must be marine-use galvanized or stainless steel.

Application

Slip holders requesting a dock box installation shall submit a request to the Chairperson, P&H Committee containing:

- Name, Slip number and contact information
- Type, material and measurements of the proposed dock box, and a photo or manufacturer’s brochure, if available.
- A description with a drawing, sketch or photo of the proposed installation
- Identification of proposed installer (contractor or individuals)

Knowledgeable and competent members of the P&H Committee shall be requested to review each dock box application, meet on site with the applicant to review the proposed installation, and make a recommendation to the Chairperson.

Installation

After written approval by the Chairperson, dock box installations shall be performed, at the slip holders’ sole cost and expense, in a safe and professional manner by the approved commercial contractors or by the individuals approved to install the dock box. Knowledgeable and competent members of the P&H Committee shall be requested to inspect and approve/disapprove the completed dock box installations in accordance with the approved dock box applications. Any required corrective action shall be completed promptly by the slip holders at their expense.

Use and Maintenance of Dock Boxes

1. Dock boxes and their contents are the sole responsibility of the slip holder. Any damages to the dock box, the pier or Marina facilities, or neighboring moored boats, or personal injury to

HILLSMERE SHORES MARINA RULES & REGULATIONS

AS OF 01/01/2018

any person resulting from the installation or use of the dock box shall be the responsibility of the slip holder.

2. Dock boxes shall not be used for the storage of hazardous/flammable/corrosive/explosive material/chemicals, greases, or liquids.

3. Dock boxes shall be properly maintained, and shall not display graffiti or offensive markings.

4. Dock boxes must be removed by the slip holder and the pier restored to its original condition (at the slip holder's expense) when the slip holder is no longer assigned to the slip. However, the installed dock box need not be removed if the new slip holder agrees to assume responsibility for the dock box in accordance with these Rules and Specifications.

5. Dock boxes shall be removed by the slip holders from the Marina prior to US Weather Service-predicted severe tidal surge or severe storm events to avoid damage to Marina facilities and vessels moored in the Marina.

6. Dock boxes shall be removed at the discretion of the Chairperson, P&H Committee, at the slip holders' sole cost and expense, for violation of these Rules and Specifications.

****End of Addendum A****