



## **RULES AND REGULATIONS**

1. The Rules of the Road and the Navigation laws of the United States apply to all vessels approaching or leaving either of Harborage Yacht Club & Marina's fixed or floating docks and/or facilities (collectively hereafter referred to as the "Marinas").
2. Utility charges are based on individually metered kWh used and may include from time to time, but may not necessarily include or be limited to electric, water, pump out services, cable, WiFi, trash removal or other similar services. Please check with your Harbor Master on the utilities provided at the marina and how such utilities are charged. All such services and charges are subject to change. Harborage Yacht Club & Marina shall not be liable for any loss or damage resulting from any such utility service not being provided to the Marinas.
3. Noise must be kept to a minimum at all times. Vessel Owners, their guests and other authorized persons must use discretion in the operation of generators, engines, and other power equipment so as not to create unreasonable noise. Marina staff reserves the right to require any Vessel Owner, or their guests or other individual to immediately cease any activity that is causing a disturbance to other marina tenants or guests, in Marina staff's sole discretion.
4. The extent of any repairs and maintenance performed on vessels at both Marinas shall at all times be in compliance with the Lease and Service Agreement and all applicable laws and rules, including but not limited to the State of Florida's "Clean Marina" program guidelines. Major repairs are not permitted. No painting is permitted on any vessel in the Marinas and scraping of hulls may not use any chemicals or be of a nature that removes any of the vessel's hull. Changing of oil, coolants or similar products are not permitted within either Marina or nearby waters.
5. Cleaning of fish shall not be performed at the Marinas and no facility has been provided for same. Neither a Vessel Owner, nor their guest(s) or authorized person, shall discard into any garbage containers any bait, fish or fish waste.
6. Walkways and finger piers are to be kept clear at all times. Storage of loose gear is not permitted on the walkways or finger piers. Hoses, electrical cords, and similar products should not cross piers or walkways. Grills, charcoal fires and similar equipment are never permitted at the Marinas, including on boats or the docks.
7. Refuse and garbage must not be disposed of overboard. Garbage should be placed in plastic bags and deposited in appropriate receptacle containers provided.
8. Holding tanks must be used for discharge of all heads aboard the vessels. Pump out facilities are provided at the Northside marina. Boats moored at the South (floating) marina shall either call Martin County free pump-out service or utilize Northside marina's 3 pump out stations in front of the Harbor Master building. Federal regulations prohibit discharging of any vessel's sanitary facilities within the Marinas and surrounding waters. The Harbor Master, or his/her designee, is authorized to board all

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vessels to inspect holding tanks and to test their operation with dye, if necessary. No person shall discharge into the Marina waters or dispose into any garbage containers any oil, spirits, oily bilge water, storage batteries or coolants. It is the responsibility of the Vessel Owner to remove such items from the Marina(s) and dispose of same in compliance with State and Federal Regulations. If not properly disposed of by the Vessel Owner, a fine may be imposed pursuant to governmental regulations. Moreover, in this circumstance, Harborage Yacht Club & Marina shall have the right to cause the vessel to be removed from the Marina at the Vessel Owner's expense and risk, and the Vessel Owner shall pay all charges involved to effectuate clean up.

9. Laundering and drying of laundry on finger piers, walkways, decks or rigging is not permitted.
10. The finger pier between slips is for the use of vessels on each side. The location of private gangways should be governed accordingly. No gangway may block access to another vessel.
11. Harborage Yacht Club & Marina reserves the right limit and govern all parking spaces.
12. Vessel Owners must notify the Harbor Master office by letter, telephone or email when guests are permitted to use the vessel without the Vessel Owner present. Vessel Owners must notify the Harbor Master office when workmen or guests have permission to be aboard their vessel. The Marina will not be liable or responsible for any unauthorized use of a vessel.
13. Any work performed on vessels by outside workmen must be between the hours of 8:00 am and 5:00 pm. All workmen/contractors must be approved by the Harbor Master in advance before commencement of any work. Proof of insurance is required from all contractors, repairmen, or vessel vendors prior to the start of work. A fee may be charged by Harborage Yacht Club & Marina for outside workmen and vendors to perform services on vessels at either Marina.
14. Vessels must be operational and capable of use for navigational purposes at all times.
15. It shall be the responsibility of the Vessel Owner to keep the vessel in such a condition that it does not become unsightly or dilapidated or reflect unfavorably upon the appearance standards of the Marina, in the sole and absolute discretion of the Harbor Master. Decks of all vessels must be kept free and clear of debris, bottles, laundry, papers, trash or unsightly materials at all times.
16. No unauthorized person shall be admitted by a Vessel Owner, his/her guest(s) or authorized person through the secured Marina gate.
17. No vessel may display a "For Sale" sign or brokerage sign unless approved by the Harbor Master, in his/her absolute sole discretion. Solicitation of business or sale of merchandise at the Marinas is not permitted.
18. No dinghies, inflatable boats, tenders or other watercraft or vessels may be moored within the Owner's slip in the Marina, except for the Owner's vessel described in the Lease and Service Agreement.

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19. The hours the Marinas are open are available at the Harbor Mater office and are subject to change without notice.
20. Violation of these Rules & Regulations, disorder, rude or vulgar conduct or the failure to comply with the Lease and Service Agreement, whether by the Vessel Owner, or their guest(s), or other person(s) authorized by the Owner to be at the Marina, is cause for cancellation of the Lease and Service Agreement and the immediate removal of the Owner's vessel, Owner and Owner's guest(s), invitees, and other authorized person, without liability of Harborage Yacht Club & Marina or its agents, employees, or representatives. Removal may be by Harborage Yacht Club & Marina, its representatives, employees, or by a governmental authority, including the police or otherwise.
21. Harborage Yacht Club & Marina, its's employees and management, may agree to accept mail, packages, boxes or other goods that are shipped, mailed or otherwise delivered to the Marina or Yacht Club office for a Vessel Owner, provided that all of the following terms and conditions are fully met, and the individual or entity to which the mail, packages, box or other goods is addressed to agrees to these same terms and conditions:
  - a. Mail, packages, boxes and other goods will only be accepted for marina tenants with current Leases and in good standing (i.e. all Rent and other amounts due are current and Vessel Owner is in compliance with the Lease and Service Agreement);
  - b. Mail, packages, boxes and other goods will be accepted only in the physical condition in which they arrive, and Harborage Yacht Club & Marina, its employees, and management shall not assume any responsibility or liability for said condition, nor for the condition received by the addressee.
  - c. All mail, packages, boxes and other goods may only contain legal and non-hazardous substances, chemicals or other devises. If Harborage Yacht Club & Marina believes, or has reason to suspect, any item delivered to the Marinas is illegal, toxic or hazardous, it will not be accepted.
  - d. Harborage Yacht Club & Marina does not assume any liability or responsibility for receiving or storing any mail, package, boxes or goods, or the safety, security or condition of such items.
  - e. All items received by Harborage Yacht Club & marina are considered delivered when accepted at the Marina office. It is the addressee's responsibility to inquire with Marina staff as to the receipt of an expected package; Marina staff shall have no obligation or responsibility to notify the addressee upon receipt of any mail, package, box or other goods. It is the addressee's responsibility at all times, to provide insurance coverage in the case of loss or theft for all items before and after deliver to the Marina offices. Any mail, packages, or boxes or

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other goods left beyond 14 days of the original delivery date to the Marina will be considered abandoned and will be discarded.

- f. Harborage Yacht Club & Marina may from time to time establish a designated room for the storage of all mail, packages, boxes, and goods delivered to tenants of the Marina(s), but shall be under no obligation to do so. Access to this room shall be during marina office hours only and subject to access restrictions imposed by the Marina from time to time. Harborage Yacht Club & Marina, its employees, representatives, or facility Owner shall assume no liability for any mail, package, boxes or goods stolen or missing.

## 22. SECURING YOUR DOCKBOX LID:

It is imperative that Vessel Owner keep its dock box secured **at all times** when not in use. If Vessel Owner fails to secure the lid, high winds can rip the lid from the box, causing damage to the box and/or lid, as well as portions of the marina or other vessels. The safety wires or chains that are on the lid **will not keep it secure in high winds.**

*As a Lessee at Harborage Marina & Yacht Club, Vessel Owner understands that it is Vessel Owner's responsibility to keep the dock box secure at all times and that if damage is caused by failure to do so, that Vessel Owner will be responsible for all costs associated with repair or replacement.*

## 23. PUMP OUT FACILITY ACKNOWLEDGEMENT:

The Marina is required to inform Vessel Owner of the availability of sewage pump out facilities at this Marina and Vessel Owner's requirement to use the pump out facilities at the docking facility. By execution of the Lease and Service Agreement, Vessel Owner confirms that Vessel Owner has been informed of the sewage pump out facilities and understands the requirement to use the pump out facilities at the docking facility.

## 24. YACHT CLUB GUEST POLICY:

- a. No more than 3 guests per vessel shall be permitted at the Yacht Club at one time. Notwithstanding anything to the contrary herein, no more than four (4) individuals per vessel, including the Vessel Owner, may use the Yacht Club facility at any one time.
- b. All members and guests MUST sign in at the Yacht Club. All guests must be, and remain, with the Vessel Owner at all times when using the Yacht Club.
- c. Guests must follow all rules and regulations applicable to the Yacht Club, as may be amended from time to time.
- d. These Rules and Regulations are in place to keep YOUR Yacht Club to the high standards that you expect and deserve. Any Member or guest that does not follow these rules will be asked to leave.