

## NEW SMYRNA BEACH CITY MARINA

### RULES AND REGULATIONS

1. The Marina reserves the exclusive right at any time and without prior notice, to adopt and enforce such Marina Rules and Regulations as the Marina, in its sole discretion, shall deem necessary for the course and conduct of all activities within the Marina. The additional Rules and Regulations and all relevant City Ordinances shall be posted in the central office of the Marina. Boat Owners, agents, employees, crew and guests shall at all times comply with all the terms and provisions of this License Agreement and the Marina Rules and Regulations, and not engage in disorderly conduct, or engage in conduct that creates a threat or injury to persons, property or the reputation of the Marina. The Marina may terminate this License Agreement and immediately cause the removal of the boat at the Boat Owner's sole risk and expense.
2. The Marina is committed to the preservation of local water, land and air quality and enforces its best management practices. Sound environmental practices require all boaters to obey the below rules. Violators will be subject to heavy fines.
  - a. BOAT OWNERS SHALL NOT DISCHARGE OIL, OILY WATER, RAW OR UNTREATED SEWAGE INTO THE WATER. Such acts are punishable by fines up to \$15,000 per day. The service dock at the Marina has sewage pump-out facilities. All permanently installed sewage systems on vessels must be either approved Type I or II Marina Sanitation Devices or must be locked off while the vessel is docked.
  - b. All hazard chemicals including waste oil, engine coolant, hydraulic fluid, gasoline, diesel, paint and mineral spirits may only be disposed of at a proper off-site hazardous waste facility.
  - c. All spills of gas, diesel fuel, oil or other hazardous materials must be immediately reported to the Marina Manager.
  - d. Disposal of used oil or hydraulic fluid in the trashcans is strictly prohibited.
  - e. Boats may only be washed with biodegradable soaps and the amount of soap used must be kept to a minimum.
  - f. Removed paint chips must be captured may only be disposed of at a proper off-site hazardous waste facility. If more than a small area is being sanded, sanding debris may not be left where it might be exposed to rain water.
  - g. Chemicals such as paints and spirits are the Boat Owners responsibility for disposal. Oil, fuel or any other chemicals may not be discharged in the water or on land.
  - h. Garbage and refuse are not to be thrown overboard but are to be placed in refuse containers provided. Items too large for containers must be disposed of at a proper off-site facility.
  - i. Contact the Dockmaster for proper hazard waste disposal facility location nearby.
3. The Rules of the Road and the Navigation Laws of the United States apply to all vessels in or approaching berthing area.
4. The Boat Owner or person in charge of any departing vessel must notify the Marina Manager or Dock master of his/her float plans. This includes any time the vessel will be

out of the assigned slip for more than two consecutive days. The Marina reserves the right to rent any and all docks when vacant. Transients must relocate as needed for vessels with advance reservations or current license agreements.

5. Non "Live aboard" annual tenants may **NOT** stay onboard overnight for more than five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. This is defined in the Marina's Submerged Land lease agreement with the State of Florida.
6. Financial arrangements should be made immediately upon arrival at the Marina office.
7. Noise should be kept to a minimum at all times. Discretion in operating engines, generating plants, radios, televisions, other sound producing devices and other power equipment should be used so as not to create a nuisance or disturbance.
8. Docks are to be kept clear at all times. Lockers, chests, cabinets, or similar structures shall not be constructed or placed on docks or finger piers without written approval of the Marina Manager. Only one dock box and one cooler will be permitted on the dock at any time. Storage of loose gear, materials, supplies or debris is not permitted at any time.
9. Business or professional services may not be conducted aboard vessels. Advertising signs are prohibited and the Marina does not allow solicitation of business or sale of merchandise. Marina address and phone number shall not be used for business purposes.
10. Laundering and drying of laundry on docks, finger piers, decks or vessel riggings is not permitted.
11. Swimming, diving and cast netting are not permitted on the docks or finger piers.
12. The finger pier between the slips is for the use of boats on either side. Location of private gangways should be governed accordingly. In no case will a single gangway be allowed to block access to another.
13. Marina does not warrant the availability of parking and all public and/or designated parking is first-come, first-serve. There is no designated parking assigned to annual tenants, transient guests and/or visitors.
14. Boat Owner shall at all times be responsible for the safety and security of his boat, and further agrees to hold the Marina, including its agents and employees, harmless from any and all claims for liability, for any loss or damage of any kind or nature occurring to said boat, its appurtenances or its contents, however caused. In the event a hurricane warning is issued by the County of Volusia, it will be at the lessee's responsibility to immediately remove said boat from the Marina and seek safe refuge for the boat. The Marina requires submittal of a Hurricane Plan by Boat Owner.
15. No wake, please! Boat Owners are responsible for damage caused by boat's wake.
16. Boat Owners are allowed reasonable latitude regarding the care and maintenance of their boats. Work about the rail or in the interior of the boat may be performed if it presents no hazard and creates no nuisance and does not interfere with other work in the immediate vicinity being performed by Marina employees or other boat owners, captains or crew. Other than approved contractors or employees of the Marina only, Boat Owner's employee who normally operate the boat may perform work. Approval to perform work other than normal maintenance must be obtained from the Marina whose decision in these matters is final. Freelance labor or hourly workers are prohibited from work on the boat in the Marina. Any Boat Owner desiring to use the services of others may do so by removing the boat temporarily from the slip and taking it to another firm's place of business. Hull repairs, major engine repairs/overhauls, sanding and painting, major carpentry/rebuilding projects are strictly prohibited. Boat Owner may be assessed

a charge by the Marina for any damage to piers, sea walls or dock boxes cause by spilled paint, varnish, resin or oil.

17. Boats must be maintained free of hazards that may cause danger, damage or expense to Marina or to others. The boat shall be maintained in an operable condition at all times. Failure to maintain the vessel in operable condition will result in removal of the vessel from the Marina at the Owner's expense.
18. Boat Owner shall make no alterations or modifications to an electrical outlet used for servicing the boat with shore power. Shore power cords and connectors shall be compatible with the shore based electrical service outlet and shall comply with all applicable codes and regulations. Any questions about proper installation should be directed to the Marina Manager. In addition, Marina does not guarantee the continuity of electrical service where Marina provides such service to boat.
19. Boat Owner is prohibited from using any Marina electrical outlets for the operation of any tools, battery charges, welders, air conditioning or heating units. No homemade electrical adapters are allowed for fire and safety reasons.
20. Any arcing, sparking, or disrupting problems with electrical shore power to the boat should be immediately reported to the Marina. Boat Owner agrees to discontinue the use of electrical power under such conditions may result in fire.
21. Check out time is 11:00AM, unless other arrangements are made with the Marina.
22. No fuel truck may dispense fuel at the Marina
23. All pets located in the Marina must be on a leash. Pet owners are responsible for picking up after their animals. All per must be walked in the designated pet areas. No pets will be allowed in the restrooms, laundry area or Harbormaster building.
24. The use of charcoal grills is strictly prohibited on the pier or on boats. Propane grills are permitted. No grill of any type will be permitted on finger piers or between boats.
25. No smoking is allowed inside the Harbormaster building, lounge area, restrooms, or laundry facilities.
26. The mooring of a second vessel in your slip will be permitted if vessels are 13' and under and considered a "dinghy". Vessels 13.1" or more will be considered a second vessel and will be charged one half of the slip per foot per month. The second vessel must be registered to the tenant assigned to said slip.
27. Proper footwear is required at all times on Marina property. Anyone failing to do so assumes all risk and liabilities.
28. Marina staff is not permitted to move items weighing for than 35lbs on or off private vessels.
29. The Marina reserves the right to relocate a vessel if the Marina deems it to be necessary to better utilize the dock space, in case of emergency or other circumstance that may arise.
30. Location of satellite dish must be approved by Marina Manager.
31. No live boards allowed on vessels less than 30' in length.

**VIOLATION OF THESE RULES, REGULATIONS & POLICIES CAN LEAD TO RELOCATION OF YOUR VESSEL AND/OR TERMINATION OF YOUR LICENSE AGREEMENT.**