



MARINA RULES AND REGULATIONS:

In addition to the policies and requirements of the Slip License Agreement the Marina Rules and Regulations are as follows:

- 1. VESSEL INSPECTIONS:** All vessels are subject to inspection by Marina or official enforcement agency personnel at reasonable times. Inspections may be comprised of:
 - A. A brief inspection that relates to the vessel's seaworthy condition, including checking the vessel's bilges for excessive accumulations of fuel or oil, and that pumping equipment is operational.
 - B. A sanitation equipment and system inspection to ensure compliance with marine sanitation requirements of Marina, State and Federal laws and regulations.
- 2. VESSEL PROPULSION AND LIGHTING:**
 - A. Only vessels with their own mechanical propulsion system (i.e. engine(s)) capable of the use for which it was designed shall be licensed to use the Marina facilities.
 - B. The Licensee may be asked to prove vessel operability at any time by the Marina Manager or his designee. Should the vessel be inoperable or unable to navigate under its own power at the time of inspection, the Licensee shall be in violation of the Slip License Agreement. This violation of the Slip License Agreement shall constitute revocation of the Slip License Agreement and the Licensee must vacate the Marina owned slip or mooring.
 - C. All vessels shall maintain proper working navigation lights. The Barge Canal is not exempt from the requirement of an anchor light on vessels while at anchor (Refer to 1972 COL-REGS demarcation lines for the Florida Keys).
- 3. VESSEL LENGTH AND RAFTING:**
 - A. Measurements shall be from the stem to stern as defined by Chapter 327, Florida Statutes, and also will include bow sprits, anchors, davits, dinghies or any other object, accessory or attachment protruding from the vessel.
 - B. Vessels using the dinghy dock are limited to 12 feet in length, unless approved by the Marina Manager.
 - C. Vessels shall be limited to one dinghy or tender (12 feet or less) kept on vessel or vehicle.
 - D. Additional vessels must be approved by the Marina Manager.
- 4. HOLDING TANK AND PUMP-OUT REQUIREMENTS:**
 - A. Federal law states that untreated sewage can not be discharged in any inland and coastal waters. This means the sewage from a portable toilet or Type III holding tank cannot be discharged overboard unless you are in the ocean and more than 3 miles offshore.
 - B. Vessels must comply with Marina, State and Federal regulations pertaining to Marine Sanitation Devices and sewage discharge at all times. Type II MSDs shall be shut-off to the outside by securing the "Y" valve in the appropriate position for onboard storage of waste. All through-hull sea cock connections must be sealed.
 - C. Holding tanks can be pumped-out free of charge and liveaboard vessels must be, pumped-out at least once a month (unless otherwise approved by Marina Manager).
 - D. Vessels must be clear of obstructions (solar panels, kayaks, jugs, etc.) which inhibit the safe approach and rafting of the pump-out vessel or impede access to the waste fitting.
- 5. ENVIRONMENTAL PROVISIONS:**
 - A. Licensees and their vessels must comply with all Marina, State and Federal laws pertaining to health and pollution. Oil, spirits, flammables, oily bilges or raw sewage will not be discharged into Marina waters.
 - B. Licensee shall be legally and financially responsible for the environmental clean-up, recovery costs and damages related to any illegal discharge into Marina waters arising out of this Slip License Agreement at the locations of and the use by the Vessel of Marina Facilities. Costs include, but are not limited to, those expenses incurred from sinking, fuel, chemical or waste spill or any other substance or material found to be harmful or classified as a pollutant or "illegal discharge" by the United States Coast Guard or the Florida Department of Environmental Protection.
 - C. Only biodegradable and non-toxic cleansers and soaps may be used on vessels while at the Marina and in Marina waters. As required by Florida Department of Environmental Protection (DEP), the use of detergents containing ammonia, sodium hypochlorite, Chlorox or chlorinated solvents, petroleum distillates or lye while on Marina waters is prohibited.
 - D. No refuse, garbage or solid waste shall be disposed of or thrown overboard into Marina waters. Any discharge of pollutants into Marina waters is prohibited and shall be reported immediately to the United States Coast Guard and the Florida DEP and may result in immediate loss of slip license.
 - E. The feeding, watering or molesting of wildlife and/or aquatic life (especially manatees) except for lawful fishing in designated areas is prohibited. The use of chum or other organic fish attractors in the water is prohibited. Manatees, whales, and dolphins are likely to be present in coastal and offshore waters of Florida. Consequently, all laws and regulations pertaining to the protection of the dolphins, whales, and manatees should be complied with at all times. Failure to follow marine wildlife protection regulations may subject you to civil and/or criminal sanctions/fines. NOAA National Marine Fisheries Service recommends speeds of 10 knots or less when transiting areas where marine wildlife are known to be present. It is illegal to feed or disturb Florida Marine Wildlife.
 - F. Minor repairs or light maintenance will be allowed if that maintenance does not add pollution or put wastes or contaminants into Marina waters or the air and does not disturb the public peace or tranquility of any person. Work that produces dust or scrapings shall be immediately removed by a vacuum cleaner.
- 6. WASTE DISPOSAL AND RECYCLING:**
 - A. Trash receptacles and dumpsters are to be used for normal household type garbage only. Do not put flammable or hazardous material, wood, metal, construction debris or large objects in the receptacles or dumpsters.
 - B. Recyclable materials must be placed in the appropriate bin, consistent with labeling.
 - C. Licensee is responsible for removing from the premises and for proper disposal of all batteries, propane tanks, flammables and hazardous materials as required by law.
 - D. Used oil, gasoline, diesel, anti-freeze, filters and batteries may be brought to the Marina office for disposal during business hours only and licensee must notify Marina staff to request disposal. Any unauthorized dumping or drop-offs will be reported to law enforcement.



7. BOAT OWNER'S MAINTENANCE AND RELATED OBLIGATIONS:

- A. Boat Owner warrants and represents that at all times during the term of this Agreement, the vessel shall be maintained in a safe and seaworthy condition by Boat Owner and shall be operated in a careful and safe manner so as not to cause damage to Marina's facilities, or to any other property, vessels or persons.
- B. The vessel will be kept in a clean, well-kept manner. If a boat is determined by the marina manager to need attention the slip licensee will be notified and will have 14 days to bring the boat up to expectation. If after notification the boat condition and upkeep has not changed the Marina will perform the upkeep and the owner will be charged for the service.
- C. At all times, the boat will be equipped with a fully functioning battery turn-off switch.
- D. In the event that Boat Owner or other authorized person is unavailable, or is available but refuses to act, and if the Boat is in danger of sinking, becoming a fire, explosion or pollution hazard, or causing damage to Marina's facilities or to any other property or person by reason of any unsafe or un-seaworthy condition of the vessel or otherwise, Boat Owner authorizes the Marina to take appropriate actions as Marina shall determine in its sole discretion, including without limitation, making repairs to the vessel or removing the vessel from the Marina, at Boat Owner's sole risk and expense, to abate, mitigate, and otherwise deal with the apparent danger and hazards as determined by the Marina.
- E. Boat Owner agrees to be bound by Marina's actions and to be fully and solely responsible for all expenses and liability incurred thereof.
- F. BOAT OWNER AGREES FURTHER THAT MARINA SHALL HAVE THE RIGHT, BUT NOT THE RESPONSIBILITY, TO DO ALL THINGS AND TO TAKE ALL STEPS NECESSARY TO REDUCE THE HAZARDS AND DANGERS THAT IN MARINA'S JUDGMENT APPEAR TO BE PRESENT OR FORESEEABLE. NOTWITHSTANDING THE ABOVE, NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY DUTY, OBLIGATION OR RESPONSIBILITY ON THE PART OF Marina TO ACT IN SUCH CIRCUMSTANCES AND NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY LIABILITY ON THE PART OF Marina FOR FAILING TO ACT IN SUCH CIRCUMSTANCES.

8. GENERAL RULES AND REGULATIONS:

- A. Swimming and diving are not permitted from the Marina slips, docks, docked vessels or Marina uplands.
- B. Fishing is not permitted from any dock, pier, sea wall or marina uplands. Fishing is permitted from registered vessels only while docked at the Marina provided there is no interference with other vessels in the area. The Marina Manager or Dockmaster may at any time restrict fishing from any vessel whether moored or docked at the Marina.
- C. Docks and premises are to be kept free and clear of gear, tackle, hoses, bicycles, equipment, laundry, garbage and all other obstructions at all times and decks of all vessels shall be kept free and clear of debris at all times and present a neat appearance.
- D. Motorized vehicles of any sort, except motorized wheel chairs or scooters to assist the ambulatory disabled, are not allowed on the docks.
- E. Personal Barbecue grills (propane or other) and/or open fires are not permitted on docks in the Marina.
- F. Use of Marina electrical outlets for the operation of power tools, battery chargers, welders, etc. is prohibited except by permission from the Marina Manager or dockmaster.
- G. All marina docks are closed to the public and commercial operations after 10:00 p.m. Licensees shall be considerate of others AT ALL TIMES and keep noise/volume to a minimum. Between the hours of 10:00 p.m. and 7:00 a.m., ALL sound/noise must be kept below 60dBa, allowing only for normal conversation, inboard generators and certain types of quiet-operation portable generators all in accordance with Marina Code, Chapter 11, Section 11-88. Standard portable or "construction" generators are prohibited from operation at any time, except for temporary use approved by the Marina Manager or dockmaster.
- H. Licensee must notify the Marina office, in writing, when visitors are permitted to use the Licensee's vessel. The Licensee is responsible for all guests and shall immediately inform them of and have them read and understand a copy of the Marina Slip License Agreement.
- I. No signage of any kind shall be placed on or adjacent to docked vessels without Marina approval.
- J. Continuing infractions of the rules and regulations contained herein as established and adopted by Cape Crossing Resort and Marina shall, at the discretion of the Marina, result in cancellation of this License Agreement after which the Licensee shall remove his/her vessel from the premises.
- K. Licensee agrees to temporarily vacate the premises for planned special events as directed and determined by the Marina.
- L. No vessel may be tied, secured or rafted at a berthing space or adjacent area or dock unless a current Marina Slip License Agreement is in effect between the Licensee of the vessel and the Marina.
- M. Licensees or guests leaving the Marina shall report to the Marina Office and settle their account prior to departure. Licensee shall notify the Marina Office prior to removing their boat permanently from the marina or dock.
- N. Boat Owners, their Crew and Guests are cautioned to be considerate of others. Behavior or conduct that the Marina in its sole and absolute discretion determines might injure another party, cause damage to property or disturb other tenants may lead to termination of the Slip License Agreement by the Marina.
- O. Owner and Owner's guest, for whom he/she is responsible, agrees to conduct him/herself at all times while at the Marina so as to create no annoyance, hazard or nuisance to the Marina or to other vessels or Marina patrons and guests.
- P. Owner and Owner's guest will keep noise to a minimum at all times, and will use discretion in operating engines, generators, radios, television sets and amplified music. Power tools may be used only when such use does not constitute a nuisance. Any work or other activities that are a nuisance to others will not be permitted.
- Q. All vessels shall be kept in a clean, neat and orderly condition. No laundry, towels, bathing suits or other such items shall be hung on vessel, docks or pilings. Only items necessary for the operation of the vessel shall be on deck. **Rigging shall be secured to prevent undue noise.**
- R. There shall be no items kept or stored on the docks, seawalls, or any other area in the marina with the exception of a dock box upon approval of marina manager.
- S. Possession of contraband and prohibited items are substances, including but not limited to illegal drugs and narcotics, unlicensed weapons which require a license, unlawful weapons are prohibited. Marina has a policy of cooperation with local, state and federal agencies, including the U.S. Coast Guard in the execution of its "Zero Tolerance" responsibilities and will grant such agencies access to the facilities of the Marina for lawful pursuit of their enforcement responsibilities. The arrest of Owner or Owner's guest or crew by any agency for a suspected offense covered by this provision may result in termination of the Slip License Agreement prior to final legal disposition.



9. VESSEL MAINTENANCE AND CONTRACTORS:

- A. A Licensee may work on his or her own vessel providing such work, in the sole judgment of the Marina Manager, does not interfere with the rights, privileges or safety of other persons, Licensees or property. Marina staff must be informed of all vessel repairs and any maintenance that could impact the Marina.
- B. No major repairs, refinishing or re-fitting vessels will be allowed in the Marina.
- C. Licensee is required to notify the Marina when he/she expects workmen to be onboard and the nature of work to be performed. The Marina requires any contractor for hire, craftsmen or any other person performing any work whatsoever on Licensee's vessel while in or on the premises of the Marina, including Marina-owned or leased submerged lands and uplands or Docks to first provide the Marina all evidence of occupational licensing, and any other documentation required by Marina policies, including, but not limited to, certification of workman's compensation and liability insurance coverage in the amount of \$1,000,000 and lists same as additional insured, in order to protect the health, safety, welfare and property of all concerned parties. Failure to meet these conditions will require the Licensee to remove the vessel from the premises.

10. DINGHY OPERATION AND DOCKAGE:

- A. All dinghies must be registered with the Marina office and display a current Marina tag.
- B. Licensee will obey all posted speed limits while operating the dinghy or any other vessel. Posted speeds are "Slow Speed – Minimum Wake".
- C. Dinghies shall be docked or kept only in the areas designated for its specific type or on the owners vessel or vehicle.
- D. Dinghy painters must be between four feet and six feet long, including locks or cables,
- E. Motors must be kept in the down position while at the dinghy dock.
- F. Dinghy repairs and maintenance will not be allowed on Marina property.

11. PETS:

- A. All pets must be current on vaccination and license and have copy on file with Marina office.
- B. All pets must be leashed, contained or under immediate control when off the vessel in accordance with Marina policy.
- C. Pets which are loud, disruptive or exhibit threatening and/or aggressive behavior to other animals or humans (as determined by Marina Manager) will not be allowed within the Marina property.
- D. Pet waste must be picked-up and properly disposed of in accordance with Marina policies.
- E. Pets may not be washed or groomed inside any Marina building, including the shower or rest room facilities.

12. PERSONAL TRANSPORTATION:

- A. All motor vehicles and trailers parked at the Marina must meet current State Motor Vehicle registration requirements, present a good appearance, and be in serviceable condition. The Slip License Agreement confers no right to park motor homes, travel trailers, boats, water-sports equipment and boat trailers on Marina property.
- B. Bicycles must be stored in the bicycle racks provided by the Marina. Bicycles shall not be secured to parking meters, street signs, palm trees or any other permanent structure on Marina or Marina owned property.
- C. Bicycles are not allowed inside Marina buildings or on docks, ramps and gangways.
- D. Bicycle repairs are not allowed on Marina property unless approved by the Marina Manager.
- E. Scooters shall be identified as such if the engine size is 49cc's or less. Only scooters which belong to current registered guests shall be allowed to park on Marina grounds. Scooters must be parked in the Marina bike rack area. Scooters larger than 49cc's shall be considered motorcycles and must be parked on the street and follow standard Marina parking regulations.
- F. Personal Transporters shall not be ridden on the docks unless ambulatory in nature and should not be left on docks or finger piers. Any change to the above rules must be approved by the Marina Manager.
- G. The Marina shall not be responsible for any accident or personal injury while operating vehicles on Marina grounds or while on Marina owned property.
- H. The Marina is not responsible for lost, stolen, damaged or missing vehicles of any kind while stored on Marina grounds or on Marina owned property.

13. ACCIDENTS AND EMERGENCIES:

- A. The Licensee grants to the Marina the authority to move any vessel from one location to another during emergencies such as fire, sinking or an event where room is required to discharge management duties over the Marina.
- B. All collisions, accidents and casualties, including sinking, are to be reported to a law enforcement agency having jurisdiction within twenty-four (24) hours of the incident, per Section 327.30, Florida Statutes.
- C. Any sunken vessel must be floated within five (5) working days and removed within ten (10) working days. Such notice will take into consideration emergency conditions subsequent to severe storms or hurricanes. If the vessel is not removed within that time frame, it will be removed by the Marina at the owner's expense.

14. STORMS AND HURRICANES:

- A. Marina docks and slips are not rated for wind-speed or hurricane categories because of the variety of vessel weights, windage and an array of stress factors. During Major storms or hurricanes, the Marina can not assure that the moorings will hold in high wind conditions. Therefore, the Licensee must assume all liability from failure of the docks and slips during storm conditions.
- B. Engineering specifications for Marina dock and slips are calculated for traditional vessel hull and cabin types. Therefore, non-traditional or other unique vessel types, such as houseboats, at the Marina's discretion may not be allowed.
- C. The Marina docks and seawall are not guaranteed safe locations for vessels during tropical storms or hurricanes, and the Marina believes significant damage to vessels and to the Marina will likely occur in a major storm if a vessel remains at the Marina docks. Licensee agrees that it is his/her sole responsibility to be aware of the threat or approach of a tropical storm or hurricane.
- D. Slip assignments for storm events will be for a minimum of one week. Payment is due at the time of assignment.
- E. All Licensees are required to sign and agree to the Hurricane Policy Forms provided by the Marina on their first payment between the dates of June 1st and November 30th. All Licensees must sign the form each new hurricane season, including year-round Marina residents.