

# SouthShore Marina General Rules and Regulations

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All use of property in the Marina and all conduct of all persons in the Marina shall be in accordance with the provisions of these **\*\*\*Rules and Regulations\*\*\***. These Rules and Regulations shall apply to each tenant and the respective families, guests, employees, contractors, agents and invitees of any Lessee.

"Lessee" - Shall mean any person leasing a slip or other space in the Marina including tenants of buildings and spaces therein.

"Marina" - Shall mean and include all Common Areas of SouthShore Marina, LLC including the dock, ramps, decks, gangways, parking areas, stores, land storage areas, the Marina in its entirety, and also includes the surrounding waters of the lake Murray area.

"Lessor" - Shall include duly authorized representatives or agents of the designated Landlord, including the Marina Manager, Yard Manager, and all of the Marina Employees.

"Vessel" - Shall refer to Lessee's boat for which the Marina provides dockage or storage.

"Agreement" - Refers to the SouthShore Marina master Slip/Space Rental Agreement and "Rules and Regulations".

"Common Areas" - Shall mean the parking lot, drive aisles, piers, docks, picnic areas, bulkheads, public dock space and walk ways within the Marina.

## GENERAL

1. When a Vessel enters the Marina area, it immediately comes under the jurisdiction of the Marina and shall be berthed only where assigned and maneuvered as directed.
2. Lessor may enforce such reasonable system of fines, cost reimbursement and/or Lease termination for infractions of these Rules and Regulations.
3. Clean Vessel Act compliance. OWNER agrees to comply with City ordinances and State and Federal law and regulations concerning the stowage and disposal of human waste.
  - A. All Lessees are prohibited from discharging raw sewage into waters of the Marina. Vessels must have a working toilet on board when in state waters. Lessee is encouraged to use Marina restrooms in lieu of on-board toilet facilities when in Marina waters.
  - B. All holding tank valves shall be set to direct waste water into an on-board holding tank. The valve directing waste into the holding tank shall be secured to prevent any over-board discharging into Marina waters.
  - C. Marina now provides a pump out service for holding tanks and port-a-potties that is available 24 hours per day, 7 day a week.
4. Lessee and Lessee's guest will use discretion in operating engines, generators, radios and televisions.

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5. All persons shall reduce noise levels between the hours of 9:00 p.m. and 7:00 a.m. Unnecessary noise shall be avoided at all times.
6. Lessee and their guests should not behave as to create an annoyance, nuisance or hazard to the Marina or to any other persons, when on the property of the Marina, or on any Vessel moored therein.
7. Dogs and pet animals are permitted in the Marina only on leash or otherwise confined or restrained. Pets are permitted at the Marina only if:
  - A. They are not a nuisance
  - B. There are no more than two domestic pets to any one Vessel
  - C. They toilet in designated areas
  - D. Owner takes full responsibility
  - E. Pets may not be tied to docks, or walks on land
8. The SouthShore Marina leash law applies to all Marina docks and upland areas.
9. 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.
10. Contractors: Lessee agrees to only use contractors or service personnel who register at the Marina Office and produce proof of insurance. Lessee also agrees to pay for power use if the contractor requires it.
11. Transfer of Vessels between slips or from one slip to another is not permitted, except with the prior written approval of Lessor.
12. All persons in the Marina shall observe all speed limits and signs. The Lessor has the right to limit the amount of vehicles a Lessee may bring.
13. No refuse (including cigarette butts) shall be thrown overboard or in the Common Areas.
14. Lessee will ensure that all trash and garbage is placed into receptacles provided.
15. Tenders, skiffs, dinghies, and other small Vessels shall be stored aboard Vessels or placed where the Marina directs. All such small Vessels shall carry identification numbers, marks, or names. They may not be tied up in rentable space or on any float, walkway, or ramp.
16. There shall be no boat trailers in the car parking lot. Campers and recreational vehicles may only be parked in the parking lot with the permission of Lessor, but only in specifically designated areas.
17. Watercraft shall not be used for commercial purposes from the Marina unless assigned to or occupying, while so engaged, a slip designated for commercial use. All commercial use must be requested by Lessee and approved by Marina in advance.
18. No sign, advertisement or notice shall be exhibited, described, painted or affixed on any Vessel and any Slip or other mooring space of the Marina except for a sign reasonable in size and approved by the Lessor may advertise the Vessel for sale or charter.
19. "Yacht Brokerage"- Persons interested in purchasing a Vessel berthed in the Marina will not be allowed access to the Vessel unless the Lessee or a Lessee's representative is present.
20. Advertising or soliciting, include advertising for Lease or sale of owners Vessel, shall not be permitted except in those areas designated for such and approved by Marina.
21. Lessor prohibits anyone from sleeping in any vehicle or staying or camping overnight on Marina property other than aboard properly assigned Vessels, or RV.

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## OWNERS RESPONSIBILITY

1. Lessee shall provide Lessor with a set of main door or hatch and ignition keys. The Vessel will be entered by Lessor only for periodic inspections of for emergency service.
2. Lessee duly authorizes Lessor, its Agents or Employees to move and/or operate Lessee's Vessel during the making of repairs or for normal Marina operations solely at Lessee's risk.
3. Lessor may at any time require the immediate removal from the Marina of any Vessel in violation (or whose owner, owner's guests, agents, employees or invitees are in violation) of these Rules and Regulations and may have any such offending Vessel (or Vessel of any offending owner, or such owner's guests, agents, employees or invitees) removed at Lessee's expense.
4. Violations of the above Rules and Regulations, disorder, degradation or indecorous conduct by Lessee, his/her crew, agents or guest that might annoy or injure others persons, or cause damage to property shall be cause for immediate removal of the Vessel in question and termination of any Lease agreement at the discretion of the Marina. Violations of any City, County, State or Federal laws shall be cause for termination of any Lease agreement immediately and cause exclusion of Lessee and his/her Vessel from the Marina.
5. Neither Lessor nor any agent of Lessor shall be responsible for loss or damage to Vessels in the Marina. EACH Owner of a Vessel shall be responsible for damage to other Vessels in the Marina and for damage to any Common Areas or facilities (including, without limitation, docks, pilings, piers and bulkheads) of the Marina as a result of any actions by his Vessel.
6. All Vessels will be secured in their assigned space in a manner acceptable to the Marina.
7. Tenant is responsible for mooring and maintaining the security of its Vessel.
8. Only one Vessel may be moored in a Slip. No Vessel may overhang any mooring space without the prior approval of Lessor.
9. All Vessels shall be properly maintained and kept in a clean and orderly condition insofar as the exterior appearance thereof is concerned. No laundering or drying of laundry, including swim suits and towels, is permitted on any deck or rigging of any Vessel or on the Common Areas.
10. Lessee agrees that only reasonable and customary use will be made of the docks and facilities covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish, or garbage will be permitted on the dock or premises, and that the Lessee will keep dock and premises covered hereby free and clear of gear, tackle and all other obstructions, and further agrees to throw nothing, including treated or untreated effluent or sewage form heads or holding tanks in the Lake.
11. In the event of a severe storm, the Marina will check the security of all Vessels in the Marina and take such steps as are feasible to prevent damage. Any costs incurred will be prorated over all Vessels in the Marina. However, it remains the Owner's sole responsibility to take all emergency measures possible, and the Marina does not assume any responsibility for said protection or damages to any Vessel.
12. Only a Lessee and those expressly authorized by Lessor may use the water and electrical power service provided to Tenant.
  - A. The Marina provides access to fresh water at no charge, but prohibits use of fresh water to cool air-conditioners and other equipment or to cool the skin of the Vessel.

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- B. Lessee agrees to disconnect all water hoses when he/she will be absent from the Vessel. Marina may disconnect Lessee's water hose at the dock in Lessee's absence and Marina will not be responsible for any consequences of such action.
  - C. Lessee agrees to use a shut-off nozzle to conserve water when washing his/her Vessel. Water siphons will not be used except in an emergency.
  - D. Water conservation shall be practiced at all times. All water hoses shall have nozzles and shall be turned off when not in use.
13. Vessel Removal Procedures
- A. The Lessee shall be responsible for all costs, fees, and charges, including removal, transportation, and storage.
  - B. Upon removal, all rights to the use of the slip or mooring shall terminate
14. Notwithstanding anything continued herein, in the event that the condition of a Vessel is such that there is an immediate danger to the public safety, navigation, or the environment, the Lessor may correct said condition by removing the Vessel or by any means the Management deems appropriate. The owner of the Vessel shall be responsible for all costs associated with said corrections.

## SAFETY

1. Rule # 1: SAFETY, SAFETY, SAFETY!
2. The rules of the road and the navigation laws of the United States shall apply to all Vessels in the Marina.
3. No Vessel shall be operated so as to cause a wake in the Marina.
4. \*\*\* Fires, and dangerous conditions\*\*\*
  - A. The use of charcoal burners, gas welders, gas torches or any open flame-producing equipment is prohibited.
  - B. Cooking aboard Vessel is permitted only if alcohol, electric, propane or CNG gas stoves are used, unless otherwise prohibited by such authority as fire regulations or the U.S. Coast Guard.
  - C. The use or display of live fireworks is prohibited from Vessels, docks and upland property of the Marina!
  - D. Lessee must maintain his/her Vessel in a state of readiness for movement in case of fire or evacuation. Lessee will notify Marina if propulsion machinery is inoperative and will remain so for more than 48 hours, and will advise of action being taken to restore machinery to operable condition. In an emergency, Marina reserves the right, but not the responsibility, to take such action as necessary and prudent to safeguard Lessee's Vessel and adjacent Vessel and property of Marina. Lessee agrees to pay Marina all charges for services rendered on behalf of Lessee and Lessee's Vessel in an emergency situation, to include charges for Marina staff and materials and/or the costs of hiring a contractor to move or remove the Vessel and to make any repairs required to make the Vessel safe and free from defects which may endanger life, property or natural environment.
5. Lessee will correct immediately any dangerous or hazardous condition on his/her Vessel, or caused by his/her Vessel, upon notice of such condition and will be held responsible for damage caused to other Vessels at SouthShore Marina or to the structures thereof. Marina assumes no responsibility etc.

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6. Oil, gas, spirits, paints, inflammables and other substances which are deemed pollutant substances under the provisions of any state or federal law may not be discharged into the Marina waters or on the docks or Common Areas.
7. \*\*\* No discharge of sanitation effluent is permitted on the Marina\*\*\* Tenants are responsible for all spills of any petroleum, other pollutant or other prohibited discharge.
8. The discharge into the Marina waters of oil or other petroleum products and hazardous materials of any sort is strictly prohibited. Lessee agrees not to discharge any amount of such contaminants in any form, including contaminated bilge water. Cleaning up and disposing of contaminated materials following such discharge, will be billed to Lessee. Lessee further agrees to notify Marina of any suspected discharge emanating from his/her Vessel and take immediate action to stop and eliminate such discharge.
9. Vessel owners shall not place supplies, materials, accessories, or debris on any float or walkway and shall not construct or place thereon any lockers, chests, cabinets, or containers without the permission of the Marina.
10. Contraband and related matters: Possession of contraband and prohibited items are substances, including but not limited to illegal drugs and narcotics, unlicensed weapons which require a license, and unlawful weapons. 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 Lessee or Lessee's guest or crew by any agency for a suspected offense covered by this provision may result in termination of the Slip/Space Rental Agreement prior to final legal disposition.
11. Bicycle, motorcycles, motorbike, moped and motor scooter riding, skating and skate boarding on the docks is prohibited. Motorcycles motor bikes, mopeds and motor scooters may not be stored on the docks. .
12. Swimming and diving are not permitted in the waters of the Marina.
13. Shoes must be worn on the Marina property which includes but is not limited to; Ships Store, Drives, Parking Areas, Common Grounds, Play Grounds, Patios, Platforms, Gangways, Ramps, and Docks.
14. \*\*\*Electrical Safety Considerations\*\*\* UL-approved cords required. Lessee will connect to Marina power outlets only with serviceable, UL-approved power cords designed specifically for marine use and rated for the electrical service to which connected. The Marina will remove any unauthorized or unserviceable power cords, and Marina will not be responsible for any consequences of such removal. Plugs must have integral weather proof covers in serviceable condition.
15. The use of the Marina's courtesy electricity outlets for the operation of power tools, battery chargers, welders, air conditioners, heating units, etc. are prohibited except by special permission by Lessor.
16. The use of the Leased Slip's utility pedestal requires permission only provided by the Lessor and must be included within the Space Lease Agreement.
17. The Lessor cannot and does not guarantee the continuity of the Utilities including but not limited to water, electricity, satellite, Wi-Fi, or communications systems where provided.
18. Alteration of electric supply system is prohibited. No addition, alteration or modification shall be made to the electrical supply system furnished by Marina. Marina shall not be responsible for electrical interruption or power surges, or the results or damage there from.

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19. \*\*\*Except in an emergency,\*\*\* when entering and leaving the waters of SouthShore Marina, Lessee's Vessel must be under power only, not under sail or combined sail and power, and operated at speeds consistent with existing laws. Lessee agrees to operate his Vessel in waters of SouthShore Marina Harbor without creating a disturbing wake. Lessee creating a disturbing wake is responsible for resulting injury to people and damage to other Vessels and Marina's docks and facilities.

## FUEL AND FUELING

1. The fueling of Vessels is permitted only at the Marina fuel docks. Fuel shall be stored only in tanks integral to the Vessel, except that not more than two portable fuel containers, properly rated as fuel containers, may be kept on board if secured to the Vessel to prevent shifting or spillage of fuel. Owner will correct immediately any dangerous or hazardous condition on his/her Vessel, or caused by his/her Vessel, upon notice of such condition.
2. The carrying, transporting or transferring of Fuel is strictly prohibited any where on the Marina grounds or on the Marina docks.
3. Fueling of a Vessel in any slip or mooring area is strictly prohibited. All fueling at the Marina must be done at a designated fuel dock.
4. Lessees found carrying, storing, or transferring fuel on the dock, in the slip or anywhere on the Marina property will be found in default of the Lease and will be notified of termination and asked to remove their Vessel from the Marina within 24 hours.
5. Fueling operations: Any discharge into waters of the state, including the Marina, is prohibited by law and this Ordinance. Owner is responsible for assuring that his/her Vessel does not discharge, either by venting or by overflowing the filler, into Marina waters. Precautions must be taken to catch or absorb any overflow. Owner or his/her adult designee, not a child, shall attend the fuel nozzle throughout the fueling operation until the nozzle is shut off and returned to the Marina attendant. Marina employees are not permitted to fuel Owner's Vessel. Owner may not fuel small craft or other equipment at SOUTHSORE MARINA including water and upland areas, except at the Marina's fuel dock. Portable fuel tanks and equipment should be placed on the fuel dock for filling. Before refueling Vessels, close hatches, doors and ports. Shut down all engines, motors and equipment. Do not top off tank and do not smoke. After refueling, clean up any fuel spillage, open hatches, doors and ports, ventilate bilges and cabin and operate bilge blower.
6. Smoking is not allowed on the Fuel dock at any time whether a Vessel is being fueled or not.
7. Gasoline and other petroleum products, explosive and incendiary and hazardous materials, including environmental hazards, may not be left on docks and may not be stored in dock boxes. Such materials, if found unattended, may be removed and disposed of by the Marina at Lessee's expense.

## DOCKS, RAMPS, GANGWAYS, AND PLATFORMS

1. Common Areas shall all be kept clean at all times. Storage of loose gear on the Common Areas is not permitted. Hoses and electrical power lines shall not cross piers, docks or walkways. The finger pier between slips is for the use of the Vessels on each side, and location of private gangways should be governed accordingly. In no case may a single gangway block access to another Vessel.
2. Bicycle, motorcycle, motor bike, moped and motor scooter riding, skating and skate boarding on the docks are prohibited. Motorcycles motor- bikes, mopeds and motor scooters may not be stored on the docks. (see safety rules)
3. Swimming from Vessels, piers, docks or bulkhead is prohibited (see safety rules).
4. No structure may be erected on any of the Common Areas. Any additions or changes to any of the Common Areas are expressly prohibited.
5. Fishing and cast netting are not permitted from docks or slip!
6. There will be absolutely positively no fishing on Marina property including but not limited to; docks, piers, ramps, gangways, or shoreline at any time day or night, summer or winter.
7. Marina reserves the right to immediately terminate the Lease and have the Vessel removed from the Marina if Lessee or his family, guests or contractors are found fishing from the docks, ramps, gangways, shoreline or any other place in the Marina.
8. Cleaning of fish and game is prohibited on the docks and in the Common Areas of the Marina. Disposal of fish or parts thereof is prohibited anywhere within them Marina including service and parking area!!!
9. Storage on docks: Owner will not place dinghies, small craft, supplies, materials, accessories or debris on walkways or finger piers. Boarding steps approved by Marina may be placed on the Leased finger pier adjacent to Lessee's Vessel in a manner that will not impede use of the finger pier by others.

## VESSEL

1. Only Vessels in good and seaworthy condition and that maneuver under their own power will be admitted to the Marina. Lessee shall be responsible for the maintenance of proper health and safety conditions, and the overall appearance of the Vessel, including but not limited to: operational engine(s); size, condition, number and length of dock lines and cleats; adequate fendering to protect Marina's docks; condition and appearance of exterior portion of Vessel; odor; condition of bilges and bilge pump(s), condition of fuel tanks, Vessel's head facilities( if applicable) and :
  - a. All Vessels must have adequate permanently installed electric bilge pumps in constant state of readiness. Switches should be labeled and placed where they can be readily seen.
  - b. If the Vessel fails the initial inspection, which will be conducted by Marina, subsequently, the Marina may cancel this Agreement and order any Vessel to vacate the space being occupied for the violation of the Rules and Regulations of SouthShore Marina.

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2. In the event of an emergency during the Lessee's absence, i.e., breakdown of bilge pump, leaks, bad lines, etc., the Lessee will be assessed a reasonable charge for any emergency service rendered.
3. Any Vessel which may sink in the Marina shall be immediately removed within 24 hours by the owner thereof, solely at his/her expense.
4. Owner or his/her representative remains responsible for the operation and berthing of his/her Vessel within the approach channel and waters of SouthShore Marina.
5. Vessels must be tied to the Dock with the appropriate Dock Lines. Lessor at its sole discretion may order Dock Lines to be replaced in order to insure the Vessel is anchored safely to the Dock. If Lessee does not replace these Lines, Lessor will replace them from the Ships Store and add the cost of the Lines and Labor to install them to the Lessee's Account.

### DRY STORAGE

1. Lessee is to deliver the Vessel to Lessor for an inspection for size, shape and weight in order to ensure a proper fit into the Dry Storage rack system. If, at the sole discretion of the Lessor, the Lessor decides that the Vessel does not fit with ease the Vessel will not be stored in Dry Storage. Lessee will be allowed to revise the Lease, choosing another type of storage, or void the Lease with a full and complete refund.
2. Lessee shall authorize the Lessor to thoroughly survey the Vessel for fire hazards at hauling of prior to moving to dry storage Lessee understands that this regulation is formatted, enforced and conducted solely for the protection of the Lessee. The promulgation and enforcement of these rules and regulations, the conducting of the survey, the failure to require of fully perform a survey with respect of the other Lessee(s) will not subject the Lessor to any duty or liability to the Lessee with respect to fire or explosion prevention or detection. In general, any survey will be solely at the discretion of the Lessor
3. Lessee is responsible for ensuring that the Vessel has the required safety equipment installed in the Vessel including but not limited to an automatic bilge pump, drain plug, fire extinguisher, and original manufacture installed flame and spark arrestors
4. Lessee assumes full responsibility for providing adequate covering to protect the Vessel from any and all perils and for the proper maintenance of such covering while the Vessel is on or in the premises of the Lessor.
5. Vessels returned to the dry storage courtesy slips and left uncovered by the Lessee will be admitted to dry storage without the cover being placed on the Vessel. Lessor is not responsible for the condition of the Vessel left in the courtesy slips behind dry storage.
6. Lessee should remove any personal property from the Vessel prior to leaving the Vessel for admittance to dry storage. IT IS UNDERSTOOD AND AGREED THAT LESSOR WILL NOT BE RESPONSIBLE FOR ANY ITEMS OF PERSONAL PROPERTY LEFT IN THE VESSEL.
7. Dry storage Lessees shall call a minimum of 2 hours prior to arriving at the Marina to have their Vessel put in the water. It is preferred that the Lessee call the Marina, notify the

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Marina as to the arrival time, if they need gas, if they need anything from the ship's store or any additional information required to ensure a safe and hassle free day on the lake.

8. If Lessee is planning to use the Vessel prior to or after the Ship's Store hours of operation, Lessee must notify the Marina as follows: Lessee is to call the Marina by 4:00pm on the day prior to use if the Lessee desires to use the Vessel prior to the Marina opening the following day and the Lessee must call by 4:00pm on the day of if the Lessee would like to use the Vessel after hours on that day.
9. If the Lessee has called to have the Vessel put in the water and is planning on using the Vessel the next day the Lessee is to keep the keys and the Vessel will not be put in dry storage that night. The Vessel can be left in the water for 7 consecutive days if the Lessee desires and space is available. Once the Lessee is done with the Vessel the Lessee must return the keys to the Ship's Store or drop the keys in the drop box at the back door of the Store.
10. Although the Lessee has returned the Vessel to the courtesy slips and dropped off the keys, Lessor is not responsible to return the Vessel to dry storage the same day. In some cases, due to weather, time and the number of Vessels, placing all of the Vessels back on dry storage is impossible. In some cases it may take a couple of days to get the Vessel placed in dry storage.