

## MARINA OPERATION RULES AND REGULATIONS

1. When a boat enters the marina, it is under the jurisdiction of the marina and shall be maneuvered as directed.
2. NO ALCOHOL CONSUMPTION ALLOWED ON MARINA DOCKS OR THE MARINA PARKING LOT.
3. ANY UNSEEMLY BEHAVIOR SUCH AS DOMESTIC ARGUMENTS, LOUD PROFANITY OR DRUNK IN PUBLIC, YOUR SLIP LEASE WILL BE TERMINATED EFFECTIVE IMMEDIATELY WITH NO REFUND OF MONIES, AND YOU WILL BE REQUESTED TO LEAVE THE MARINA
4. All boats shall be moored in a manner acceptable to the Town. All halyards are to be secured in a non-slating manner. The marina will make reasonable efforts to contact boat owner and notify him/her of dangerous conditions requiring boat owner's attention but the marina assumes no responsibility for tending mooring lines or moving boats from the slips to which they are assigned.
5. Boats will be maintained in a seaworthy, non-fire hazardous condition or they will be removed from the marina. Open flame equipment and charcoal grills (except galley ranges) are prohibited on the docks and boats. Gas or charcoal grills may be provided onshore.
6. Boat Owners will not store supplies, materials, accessories or debris upon any walkway and will not construct or modify any structures, lockers, chests, cabinets, steps, etc. Dinghies must be stored aboard the parent boat.
7. No refuse shall be thrown overboard. Garbage shall be deposited in trash receptacles. Marine toilets are to be installed in accordance with regulations for the State of Virginia. All Port potties are to be dumped at the marina pump-out station and not in the restroom toilets. Slip owners only are to use the marina restrooms and showers. No laundry is to be air dried from boat rigging or dock fixtures.
8. Disorder or inappropriate conduct by a tenant or their guests that might injure a person, cause damage to property or harm the marina reputation shall be cause for immediate expulsion from the marina of the boat(s) in question with no refund of monies and the lease will be terminated immediately. Evening quiet hours are observed from 11 pm to 7 am.
9. No advertising or soliciting will be permitted in the marina without permission from the Town. This specifically includes brokerage and owner "For Sale" signs. Owners and outside brokers may show boats when accompanied by the broker or Owner. No boarding will be allowed without the accompaniment of an insured party.
10. During December through March the marina requires all boats to be "winterized" and restricts unattended electric usage. During the summer month's on-board air conditioners will not be operated while the vessel is unattended. The use of dockside fresh water for air-conditioners is prohibited.
11. The boat owner shall use the boat for pleasure and recreation only and no commercial ventures of any kind shall be undertaken from the marina, except with written authorization of the Chief Administrative Officer of the Town of Urbanna.

12. The slip owners shall immediately notify the marina of the necessity of repairs to the piers or of any dangerous conditions requiring attention. The slip owners shall not alter piers or berthing fingers in any way without the prior written permission of the marina. It is the responsibility of the marina to inspect and maintain the berthing in good condition.
13. No diving or jumping off pier.
14. All pets will be leashed or under direct Owner control at all times and will be walked only in designated grassed areas. **The pet Owner is responsible for clean-up after pet use.**
- 15. In the event of a named storm or tropical depression approaching the vicinity of the marina, the owners of the boats will be required to have their boats out of slips. The tenants are required to arrange having their boats hauled and or moved from the slips if a hurricane or tropical depression is within a 300-mile radius of the marina. Any boats left in the slips are not the responsibility of the marina. Any damage to docks or slips resulting from boats not being hauled or moved will be the responsibility of the owners.**
16. All outside contractors and independents contracted to perform any work on a boat in the marina must meet the following criteria:
  - The contractor as an individual or business entity must be licensed by all appropriate government agencies.
  - Anyone performing business onsite must be covered by an insurance liability policy issued by an insurance company licensed to do business in Virginia, and must have specified minimum liability coverage of one (1) million dollars. Contractors operating as a business entity with employees must have Worker's Compensation insurance on all contractor employees. Certificates of insurance for these policies must be provided to the Town Office and will be kept on file in the Town Office located at 45 Cross St, Urbanna, VA.
  - All outside contractors and independents contracted to perform any work must check-in at the office daily, log all environmentally controlled materials used, and may be subject to an environment service and/or disposal fee.
17. In the event that the Owners vessel sinks in the slip or within the marina area, the Owner will commence salvage activities with twenty-four (24) hours notice by the Town that such sinking occurred. Failure to commence such salvage action within the prescribed time shall give the Town the right to salvage the vessel, without further notice, and the costs of such salvage shall be the responsibility of, due owing and paid for by the Owner.
18. In the event the Owner's vessel is observed to be in an emergency situation, sinking or on fire while moored in the marina, the owner grants to the Town without recourse, the right to enter the vessel to attempt salvage and to take whatever actions deemed appropriate. The Town shall not claim salvage rights based on any action taken. The Owner shall hold the Town harmless for any damages to his/her vessel result in from the Town's attempts to render aid.

19. The Owner will not fuel his/her boat in a manner that is not consistent with federal, state and Town fueling regulations and procedures.
20. When docked at the marina, boats must be maintained in seaworthy condition, capable of operating under their own power at all times.
21. Trailers and motor homes are not allowed in the parking area of the marina (there will be public functions where this rule may be waived) but can do so only with approval of the Chief Administrative Officer of the Town of Urbanna.
22. There will be no live aboard. Live aboard status is when a boat is occupied more than 14 days a month. If you violate this rule your contract will be terminated.
23. There will be no dumping of hazardous materials in the marina.
24. Boats departing must notify the marina office of their return plans when leaving the marina for more than three (3) days so that their slip will be open on their return.
25. The marina reserves the right to use the slip leased herein under temporarily when said slip is not occupied by the boat owner, for the marina's profit and without adjustment in the rent herein under. Should the boat owner return unexpectedly, the marina should make the lessee's slip available to him at the earliest possible time?
26. This lease is for rental of slip only, such slip is to be used at the sole risk of the boat owner, and the marina shall not be liable or responsible for the care or protection of the boat (including gear, equipment and contents) nor for any loss or damage of whatever kind or nature to the boat, its contents, gear or equipment howsoever occasioned.

Initials: \_\_\_\_\_ Date: \_\_\_\_\_  
(Boat Owner or lessee if different from Boat Owner)

Initials: \_\_\_\_\_ Date: \_\_\_\_\_  
(Town of Urbanna)