

RULES AND REGULATIONS

THESE RULES AND REGULATIONS ARE A MATERIAL PART OF THE RENTAL AGREEMENT AND ARE EXPRESSLY INCORPORATED BY REFERRAL. READ ITEMS CAREFULLY.

- MARINA IS NOT RESPONSIBLE FOR THEFT, DAMAGE, OR LOSS OF PROPERTY TO OR FROM OWNER'S BOAT FROM ANY CAUSE. THIS INCLUDES, BUT NOT LIMITED TO, DAMAGE CAUSED BY MARINA PERSONNEL OR EQUIPMENT.
- MARINA DOES NOT MAIL STORAGE INVOICES. ALL CHARGES ARE DUE BY THE FIRST DAY OF THE EACH MONTH.
- A LATE FEE OF \$_____ WILL BE ADDED TO OWNER'S ACCOUNT ON THE SIXTH DAY OF THE MONTH. IF PAYMENT IS RECEIVED AFTER THE 5TH DAY, TWO PERCENT INTEREST WILL BE APPLIED IN ADDITION TO THE LATE FEE.
- IN THE EVENT OWNER CHOOSES NOT TO RENEW THE RENTAL AGREEMENT, THIRTY DAYS **WRITTEN** NOTICE IS REQUIRED BEFORE THE END OF THE CURRENT TERM OR THE DEPOSIT WILL BE **FORFEITED**.
- ALL FEES FOR SERVICE ARE DUE UPON COMPLETION OF THE SERVICES RENDERED.
- NO BOAT WILL BE LAUNCHED OR MOVED WHEN FEES ARE DUE TO ANY DEPARTMENT OR COMPANY ASSOCIATED WITH THE MARINA.
- THE STORAGE OF TRAILERS IS OFF SITE IN A NON-SECURED AREA. THE FEE FOR THIS STORAGE IS POSTED. FOURTY-EIGHT HOURS NOTICE FOR PICK-UP IS REQUIRED
- UNLOADING AND LOADING BOATS FROM TRAILERS IS A DANGEROUS TASK WHICH CAN DAMAGE BOAT/TRAILER EQUIPMENT. **ANY** TRAILER LOAD OR UNLOAD REQUIRES AN APPOINTMENT, AND A WAIVER TO BE SIGNED. THE MINIMUM CHARGE IS \$50. TRAILERS ARE NOT LOADED/UNLOADED OR RETRIEVED FROM STORAGE ON FRIDAY, SATURDAY, SUNDAY, OR HOLIDAYS.
- OWNER(S) IS ENTITLED TO THREE (3) BOAT MOVES IN ANY ONE DAY, USE OF A WASH RACK COUNTS AS A MOVE. FOR EXAMPLE, A BOAT CAN BE LAUNCHED, MOVED TO A WASH RACK, AND RETURNED TO THE BUILDING WITHOUT CHARGE. A FEE OF \$_____ WILL BE CHARGED FOR EACH MOVE AFTER THE THIRD MOVE.
- ONLY APPROVED CONTRACTORS MAY BE USED FOR SERVICE ON BOATS ON MARINA PROPERTY. THESE CONTRACTORS HAVE BEEN ACCEPTED BY THE MARINA, AND THE MARINA'S INSURANCE CARRIERS. ANY SERVICE BY THESE ACCEPTED CONTRACTORS MUST BE SET UP THROUGH THE SERVICE DEPARTMENT. ANY VIOLATION OF THIS RULE MAY RESULT IN IMMEDIATE TERMINATION OF RENTAL AGREEMENT. _____(init)
- USE OF WASH RACK MUST BE RESERVED IN ADVANCE. ONLY PRE-APPROVED WORK IS PERMITTED ON THE WASH RACK OR AT ANY DOCK OWNED BY MARINA. ASK THE LAUNCH OFFICE STAFF FOR A LIST OF AUTHORIZED WORK WHILE USING A WASH RACK. ANY NON AUTHORIZED WORK MAY BE CAUSE FOR IMMEDIATE TERMINATION OF THE RENTAL AGREEMENT. OWNER IS RESPONSIBLE FOR THE COST OF ANY CLEANUP.
- HOURS OF OPERATIONS ARE POSTED IN THE OFFICE AND ON THE WEBSITE. A RECORDED TELEPHONE MESSAGE WILL ADVISE OF ANY CHANGES. THE MARINA MAY BE CLOSED PERIODICALLY DUE TO INCLEMENT WEATHER, REPAIR OR MAINTENANCE ON THE FACILITY, STAFF TRAINING. OCCASIONALLY, SOME SEGMENTS OF THE DOCKS COULD BE CLOSED FOR BOAT SHOWS.
- OWNER WILL BE GIVEN A CARD WITH A LAUNCH AUTHORIZATION NUMBER TO AUTHORIZE BOAT LAUNCH. THE HOLDER OF THIS **CARD OR NUMBER** WILL BE CONSIDERED AUTHORIZED BY OWNER TO LAUNCH THE STORED BOAT. PLEASE KEEP THE CARD SECURE. FOR YOUR BENEFIT AND SECURITY OF YOUR BOAT, MARINA RESERVES THE RIGHT TO REQUEST IDENTIFICATION AND INQUIRE ABOUT ANY PERSON TRYING TO ACCESS A BOAT.
- ADVISE THE LAUNCH OFFICE IMMEDIATELY OF A LOST CARD AND A "STOP LAUNCH" WILL BE PUT ON THE BOAT UNTIL OWNER APPEARS PERSONALLY TO RECEIVE A NEW CARD.

- A LOCATION STICKER WILL BE PLACED ON THE LEFT STERN OF ALL BOATS. IT SHOWS THE CURRENTLY ASSIGNED LOCATION.
- ALL BOATS MUST DEPART THE LIFTING SLIP WITHIN FIFTEEN MINUTES OF LAUNCH. TO BE RETRIEVED, ALL BOATS MUST BE IN A LIFTING SLIP. LOWER TOPS, ANTENNAS, LIGHTS, ETC. **DO NOT FORGET** TO RAISE TRIM TABS AND LOWER THE DRIVE ON THE ENGINE. THE MARINA IS NOT RESPONSIBLE FOR DAMAGE TO THESE ITEMS.
- MARINA IS NOT RESPONSIBLE FOR DAMAGE TO TRANSDUCERS, SPEEDO TUBES, OR ANY EQUIPMENT BELOW THE WATER LINE OF OWNER'S BOAT.
- ALL SWITCH(ES), MOST IMPORTANTLY THE BATTERY SWITCH, IN THE BOAT MUST BE IN THE **OFF** POSITION BEFORE BEING PLACED IN THE BUILDING.
- DO NOT TOP OFF FUEL TANKS PRIOR TO ENTERING THE BUILDING. FUEL TENDS TO EXPAND AND LEAK WHICH CAN CAUSE DAMAGE TO BOATS NEARBY. OWNER WILL BE RESPONSIBLE FOR ANY DAMAGE AND CLEAN UP THAT OCCURS.
- THE FLOATING DOCKS ARE FOR TEMPORARY USE AS A LOADING, WASH DOWN, OR WAITING LOCATION AND ARE NOT FOR OVERNIGHT DOCKAGE. AT MARINA'S OPTION, BOATS LEFT IN THE WATER MAY BE RETURNED TO THE BUILDING.
- ANY REQUEST FOR AN OVERNIGHT LAUNCH MUST BE RECEIVED 30 MINUTES PRIOR TO CLOSING. BOATS LEFT IN LIFTING SLIPS WILL BE RETURNED TO THE BUILDING THE NEXT OPERATING DAY.
- BOATS MAY NOT BE FUELED FROM PORTABLE TANKS.
- THE MARINA HAS PROVIDED AN AREA TO CLEAN FISH. DO NOT THROW FISH REFUSE OVERBOARD, PLEASE USE THE SPECIAL CONTAINERS AT THE FISH CLEANING STATION. DO NOT THROW FISH IN OTHER CONTAINERS OR DUMPSTERS.
- BOTTOM WAXING IS NOT PERMITTED. MARINA IS NOT RESPONSIBLE FOR DAMAGE TO BOATS DUE TO WAXED BOTTOM.
- CUSTOMER BOATS MAY NOT BE USED FOR COMMERCIAL BUSINESS FROM LYNNHAVEN MARINE PROPERTY.
- THERE IS A MONTHLY CITY WATER CHARGE. WITH THIS CHARGE MARINA WILL ALSO PROVIDE SOAP AND BRUSHES AT THE WASH RACKS FOR YOU TO USE. THIS IS THE ONLY APPROVED SOAP THAT CAN BE USED AT THE WASH RACKS.
- THE FOLLOWING ARE PROHIBITED WHILE ON MARINA PROPERTY AND WATERWAY **MAY RESULT IN TERMINATION OF RENTAL AGREEMENT:**
 - ENTERING ANY STORAGE BUILDING OR THE REPAIR SHOP (BOATEL, SERVICE OR RIGGING DEPARTMENTS).
 - CONSUMING ALCOHOLIC BEVERAGES ON MARINA PROPERTY OR AT MARINA DOCKS.
 - SWIMMING, FISHING, CRABBING, DIVING, OR THE USE OF MINNOW TRAPS FROM OUR DOCKS.
 - UNLEASHED ANIMALS.
 - PARKING OF CARS, TRUCKS, OR TRAILERS IN UNAUTHORIZED OR INCORRECT (BLOCKING LANES) MANNER. WE WILL TOW ALL VEHICLES BLOCKING LANES OR FIRE LANES AT THE VEHICLE OWNER'S EXPENSE.
 - SMOKING AT FUEL DOCKS, LAUNCHING AREAS, WASH RACKS, OR IN ANY POSTED "NO SMOKING" AREA.
 - DISCARDING TRASH EXCEPT IN PROVIDED RECEPTACLES.
 - USING ABUSIVE LANGUAGE OR BEHAVIOR TO MARINA EMPLOYEES, GUESTS OR OTHER BOATEL PATRONS.
 - DRAINING OIL OR PETROLEUM PRODUCTS. (**OWNER WILL BE CHARGED FOR ANY CLEANING AND ENVIRONMENTAL COSTS, THE RENTAL AGREEMENT WILL BE TERMINATED IMMEDIATELY, AND THE SECURITY DEPOSIT WILL BE FORFEITED**)

- DAMAGING MARINA PROPERTY.
 - BOAT OVERBOARD DISCHARGE CAPABILITY MUST BE RENDERED INOPERABLE.
 - DRAINING BILGES INTO BASIN OR ON FACILITY.
 - RUNNING ENGINE IN GEAR WHILE SECURED TO DOCK OR SLIPS.
 - UNSAFE, UNLAWFUL OR DISORDERLY CONDUCT. VIOLATION OF CITY, STATE OR FEDERAL LAWS.
 - FILING FUEL TANKS TO 100% PRIOR TO HAULING (NO MORE THAN 90%) AND/OR FUELING FROM PORTABLE CONTAINERS.
 - BRINGING ANY UN-AUTHORIZED CONTRACTOR ON MARINA PROPERTY FOR ANY REASON.
 - PERFORMING ANY WORK AT WATERFRONT OR ON WASH RACKS THAT HAS NOT BEEN PRE-APPROVED. (I.E. **DRIVE REMOVAL, ENGINE REMOVAL, BOTTOM PAINTING, POWER WASHING, CHANGING OIL, MAJOR MECHANICAL WORK, ETC.**)
 - PLUG REMOVAL OF BOAT IN BOATEL (PLUGS MUST BE IN BOAT AT ALL TIMES). BOATS STORED OUTSIDE OR IN THE SERVICE LOT WILL HAVE PLUG REMOVED BY MARINA STAFF FOR SAFETY.
 - OPEN FIRES OR OVERNIGHT PARKING IN PARKING LOT.
- WHEN ON MARINA PROPERTY, PLEASE BE MINDFUL OF FORKLIFT TRAFFIC AND ANY AND ALL POTENTIAL HAZARD AREAS.
 - READ THE RENTAL AGREEMENT AND RULES AND REGULATIONS. THESE ARE SET FORTH TO ENSURE SAFETY AND TO PREVENT DAMAGE TO BOATS STORED IN THE FACILITY. MARINA INTENDS TO PROVIDE A PLEASURABLE STAY. PLEASE FEEL FREE TO ASK ANY QUESTIONS OF MARINA STAFF AT ANYTIME.

I ACKNOWLEDGE THAT I HAVE RECEIVED A THOROUGH EXPLANATION OF THE ABOVE ITEMS. I WILL READ MY RENTAL AGREEMENT AND THE RULES AND REGULATIONS OF THE MARINA AND MY RESPONSIBILITIES THEREOF.

_____	_____
DATE	OWNER (1)
_____	_____
DATE	OWNER (2)
_____	_____
DATE	LM STAFF MEMBER WITNESS