



Marina Rules and Regulations

The following Marina Rules have been adopted in order to provide a safe and inviting Marina for our patrons. These Rules are posted on the Laundry Room bulletin board and on Serendipity Bay RV Resort and Marina's website. Boat Owner, any member of his/her family, and guests expressly agree to comply with these Rules at all times. The Marina maintains the right from time to time to change or add Rules for the safety, care and cleanliness of the Marina or for the preservation of good order and, upon posting such amendments and additions in a conspicuous place in the Resort they shall supersede all previous versions. Boat Owner agrees to comply, with all Marina Rules as well as Resort Rules.

ALL VESSELS REQUIRE EXAMINATION AND APPROVAL by the Resort prior to any vessel being docked at the marina. Vessels are to be maintained in good mechanical and aesthetic condition at all times. Vessels not in good condition, as determined at the sole discretion of the resort, will not be admitted to or permitted to remain in the Marina. Boat Owners will be required to provide the resort with a copy of their current registration, as well as proof of liability insurance (every 6 months) with a minimum of \$300,000 in coverage.

THE RESORT IS A SERVICE ORIENTED business and therefore we do not have a landlord/tenant relationship with any guest. We reserve the right to issue a vacate notice to any guest without cause and without prior notice. Slip fees are due upon occupancy of slip and are due on the same date of each month thereafter. Late payments will begin accruing in the amount of \$10 per day after the 3rd day late. After the 7th day late guest will be asked to vacate the premises and may be prosecuted for theft of services. Deposit is due prior to or on the date of occupancy and must be paid via credit card. Deposit is held until such time as the guest checks out of the resort. Deposits will be refunded via credit card minus any electric fees (once meters are installed.)

ELECTRICITY AND WATER ARE PROVIDED at each slip. Boat Owner is responsible for using a reasonable amount of electricity provided by the resort until such time as the metered electric is installed. At which time boat owner will pay for electric on the first of every month.

LIVE-ABOARD IS DEFINED as one or more persons staying on the premises for 10 or more days per month. Live-aboard fees are per person. Resort reserves the right to impose a minimum vessel length for live-aboard status and requires boats to be equipped with approved sanitation facilities and a working galley. Boat owners are required to notify the resort when they wish to be approved for live-aboard status.

BOAT OWNER IS RESPONSIBLE for properly docking and mooring their own boat to prevent damage to it or to other boats or persons. Boats improperly tied causing damage to the dock or other property could be issued a vacate notice and could be billed for damages incurred.

RULES OF THE ROAD and navigation laws of the United States apply to all boats in, approaching, or leaving the Marina. Boat Owners are responsible for damages or injuries caused by boat's wake.

FAMILY AND GUESTS must be accompanied by the Boat Owner while they are on the docks. If the Boat Owner cannot be present the Boat Owner must inform the resort prior to admitting the family or guest on the docks.

NO DISCHARGES are permitted in any waterways. Sewage, treated or untreated, must go to an onboard holding tank and discharged at a septic pump-out station. Bilges must be kept free of any contaminants (e.g. oil, fuel, antifreeze, etc.) A discharge is defined as any spilling, leaking, pumping, pouring, emitting, emptying, or dumping as per US Code Title 33 Navigation and Navigable Waters. Y valves should be in the "closed" or "holding tank" position and locked at all times while boating.

BOAT OWNERS ARE NOT PERMITTED to exchange assigned boat slips without prior approval of the resort. Dock slips are not to be transferred, lent, or borrowed for any period of time. Only the boat and owner registered with the Resort may use the slip.

ANY SALE, PURCHASE OR EXCHANGE of boats must be immediately reported to the Resort. Guests who have sold a boat will be checked out of the slip. New owners must contact the resort office in person, immediately, and inquire about the availability of the slip. "For Sale" signs may not be placed on boats, adjoining piles, or docks.

ALL RESORT RULES SHOULD BE FOLLOWED by boat owners. Resort rules will be provided to you when you check in to your slip. Any violation of marina or resort rules could result in an eviction at which time, you will lose your deposit and any rents.

THE RESORT, ITS OWNER, AND EMPLOYEES WILL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED AND HELD HARMLESS BY BOAT OWNER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSON, INCLUDING LESSEE OR BOAT OWNERS GUESTS OR INVITEES, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE USE OF THE LEASED PREMISES PURSUANT TO THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF LESSOR.

I ACKNOWLEDGE THAT I HAVE READ and will comply with all Marina Rules and Regulations as well as the Resort Rules. I have been provided with a copy of both the Marina Rules and Regulations and the Resort Rules.

Boat Owner Signature _____ DATE _____