

# Reynolds' Garage & Marine, Inc.

## General Marina Rules and Regulations

1. The yard reserves the right to haul at owner's expense any boat found in the wrong slip or whose fees have not yet been paid.
2. Slip customers (tenants) accounts must be current (less than thirty days) to have their boats launched.
3. Slips are not transferable. Slip payments are not refundable. If a boat is sold and the new owner desires the slip, the new owner must sign a new slip contract. Until that time the old slip holder will be responsible for all the actions of the new slip holder.
4. Reynolds' Garage & Marine Inc. reserves the right to verify length over all (LOA) of any vessel. Any vessel deemed by measurement to be misrepresented by the tenant will be reassigned to an appropriate slip at the marina's discretion. Relocation of said vessel will be billed at standard yard rates and fees relative to the proper size slip will be billed, due within 30 days. Tenant may elect to remove said vessel from the marina within 30 days without refund of slip payment. For storage Reynolds' Garage & Marine Inc. will bill the customer the true length of the boat as described in the winter storage contract.
5. All vessels must have hull and liability insurance, The yard is not responsible for damages due to fire, storm, theft, winds, ice, acts of god, outside labor, or the work of independent contractors. The owner agrees the marina will not be held liable in the event of such occurrences.
6. **BILLS:** Bills will be mailed monthly, and are due when rendered. A service charge of 1½% per month will be added to balances past 30 days due, balances over 90 days will be turned over to a collection agency. The tenant is responsible for all collection expenses. The yard may (without notice) haul any boat belonging to any tenant delinquent in payment (past 30 days) and will assess said tenant any hauling, collecting or attorney's fees accrued therein. All claims for adjustments must be made within 10 days from receipt of bill. No adjustments will be made after this time. These apply to all bills rendered by Reynolds' Garage & Marine Inc. including service work, storage, dockage, and purchases. If a boat is delinquent in its payment as described above, Reynolds' Garage & Marine Inc. reserves the right to fetch the boat from wherever it is moored or stored, and haul the boat at the owner's expense, without notice.
7. To be admitted and continue as a tenant of the marina a boat be:
  - A) Used for pleasure only, registered, identified, marked, equipped and maintained as required by law and safe practice and capable of passing a proper survey
  - B) Subject to periodic inspection by the marina to determine the maintenance of proper safety and ecological conditions, i.e. bilge and operating systems.
8. When a boat enters the Marina, it immediately comes under the jurisdiction of the marina and shall be berthed only where ordered and maneuvered as directed. Vessels entering the marina under emergency shall be reported immediately by their owners to the marina.
9. No sub-leasing of slips or transfer of boats between slips will be allowed. There will be no rafting of boats in slips.
10. While the marina does provide limited security protection and all reasonable precautions will be taken to ensure the safety of the tenant's property, the marina can not assume responsibility whatsoever for the safety of any person(s) or property, directly or indirectly.
11. The tenant (and guests for whom he is responsible) agrees to conduct himself/herself at all times, when on Marina property or on any boats moored therein, so as to create no annoyance, hazard or nuisance to the marina or to the other tenants. Rudeness, drunken behavior, and foul language will not be tolerated and may result in expulsion from the marina, permanently. This involves observance of good housekeeping and sanitation practices and the use of garbage receptacles. In addition, tenants will abide by rules, regulations and notices as posted throughout the marina.
12. In the event of a severe storm, the Marina will attempt if possible, to provide preparation and damage prevention services. Tenants will be billed on an individual basis, as appropriate. However, the owner is still solely responsible to take all emergency means possible, and the marina does not assume any responsibility for said protection or damages to the tenant's boat.
13. The tenant acknowledges that Reynolds makes no representation regarding the adequacy of water levels for regress and ingress. Reynolds' is not responsible for damages resulting, directly, or indirectly from low water levels.
14. No outside labor or independent contractors' work is allowed unless permission is obtained from marina management, The yard will require proof of liability insurance in the amount of \$1,000,000 and will charge the owners account \$7.50/hr for use of its facilities. All outside contractors must complete forms available from management, and they must sign in and out of office daily. Permission from boat owner must be given to office in writing before any subcontractor is allowed in the yard. Subcontractors must abide by marina rules and managers directives.

15. Tenants shall not place supplies, materials, accessories or debris on walkways, finger piers or docks and shall not construct thereon any lockers, chest, cabinets or similar structures, except with prior approval. Only dock guard and dock boxes approved by Reynolds' Garage & Marine Inc. may be installed on docks. No attachments or modification may be fastened or made to any of the marina facilities or structures, except as approved by management. All others will be removed at the boat owners' expense.
16. No grilling on docks or boats in marina. Grilling is allowed in designated areas.
17. All shoreline power cords, adapters and dockside male plugs MUST be equipped with an acceptable ground, and weather proofing boot in accordance with article 555 of the national code. In 220v/50 amp systems the neutral leg does not constitute a ground.
18. No fish cleaning will be allowed on docks or boats in marina. There will be no disposing of fish racks in marina garbage receptacles.
19. Key or hatch combinations for boat access MUST be left with the yard office; it is helpful if ignition key information is provided as well.
20. Overboard discharge of heads or holding tanks within the marina is strictly illegal. Anyone discovered doing so shall be subject to immediate implementations of #30 below.
21. Dogs are admitted in the marina only under leash and must not run loose on the grounds or other people's boats. Tenants are responsible for any soil created.
22. Adults should accompany children at all times and it is recommended that all none swimmers wear a life jacket when on or near water.
23. Marina will not be responsible for any loss or damage due to temporary power interruptions. We do not recommend leaving perishables on refrigerators. Electricity- Under no circumstances shall air conditioners/heaters be left running while tenants are absent for prolonged periods of time (i.e. more than 1 day).
24. The use of extension cords is at the sole risk of the user and Marina shall be exempt from any and all liability for damages or injury to any person or property caused by or as a result of the use of electrical appliances.
25. Dinghies (10' or less) may be kept in designated areas at no charge. All other "small boats" must make arrangements to rent a seasonal slip through the dock office. No boats may be kept in the boat owner's slip without prior approval. Dinghies left on docks or in slips may be moved, at the discretion of Reynolds Garage and Marine, Inc., at owners' expense (\$50). All dinghies must be clearly marked with owner's name. If not marked, dinghies will be considered abandoned and disposed of.
26. Boats not launched by July 1<sup>st</sup> will be charged and additional \$100 per week storage fee, retroactive to May 1<sup>st</sup>, unless all bills are paid in full and summer storage of \$40 per linear foot is paid before May 1<sup>st</sup>. Boats will be moved from parking lots to summer storage areas at a charge of \$5 per foot. If they remain on land until September 1<sup>st</sup> and arrangements are not made with the Marina, the said boat reverts to the Marina.
27. No campers or mobile home allowed in parking areas.
28. Summer season is from May 1<sup>st</sup> to October 31<sup>st</sup>. After October 31<sup>st</sup> all water and electricity will be shut off as weather dictates. Boats not wintering at Reynolds' Garage & Marine Inc., that are left in slips after October 31<sup>st</sup> will be charged \$25.00/day until said vessel is removed.
29. Display of signs of any type on boats in Marina is prohibited unless prior permission has been received from office.
30. Any infractions of the above rules and conditions of the marina by the tenant shall, at the marina discretion, result in the cancellation of this contract upon 10 days notice, and the tenant shall forthwith remove his boat. If the boat has not been removed within the 10-day period, the marina will haul the boat at normal marina rates and begin formal legal proceedings to facilitate said removal. Tenant will be responsible for all legal and eviction costs.

***Contract must be signed and returned with full payment. By signing this I understand and accept the rules and regulations as stated herein both above as well as on the reverse side of this contract.***

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved By

\_\_\_\_\_  
Date