

NAUTICO MARINA RULES AND REGULATIONS

The Management and staff of Nautico Marina, the Nautico Marina Association and its Board of Directors would like to welcome you aboard and wish to congratulate you in becoming a member of the newest and most technically advanced marina in Florida. For your safety and peace of mind while enjoying the benefits of Nautico Marina, we respectfully request that all owners, owner's agents, their crew, guests and employees abide by the following marina rules and regulations. If we may assist you in any way, please do not hesitate to contact us.

Nautico Marina

The undersigned being owner ("Owner") of a vessel docked at the Nautico Marina Association ("NMA") Marina, whether a Member or Tennant, hereby agrees to abide by and be bound by the following Marina Rules:

SECTION 1 **REGULATIONS GOVERNING DOCKING/MOORING VESSELS**

1.1 **LAWS AND REGULATIONS.** Owner shall fully comply with all State, Territorial or Federal laws and ordinances or regulations applicable to Owner's License Agreement. Violation of any State, Territorial or Federal laws or violation of any regulations of State, Territorial or Federal agencies shall be cause for review by the Nautico Marina Board of Directors and could cause the immediate removal of Owner's Vessel from the Marina. Boats shall conform to all Federal, State and Territorial laws or local regulations concerning boat safety and equipment. Owners must verify their current Federal documentation or State/Territorial registration for all boats berthed in the Marina to the satisfaction of the Marina Management.

1.2 **SLIP ASSIGNMENTS.** Owners shall notify Marina Management five (5) days in advance of any period where the Owner's slip shall remain vacant for two (2) or more consecutive days. The Marina shall make every effort to have the slip available for Owner's use prior to the date and time that Owner notifies the Marina that Owner's boat will return, or if not available due to repair or other unforeseen circumstance, to provide Owner with temporary substitute dockage. Transient dockage may be relocated by the Marina at any time. Boats found in unassigned slips may be moved at Owner's expense or may be charged the per diem rate for the slip.

1.3 **MOORING.** Nautico Marina assumes no responsibility for improperly moored boats or improperly tied lines. Owners shall properly moor and secure their vessels at all times so that no damage occurs to other boats or the Marina. The Marina reserves the right to replace defective lines or correct a defective mooring when necessary and to charge the Owner for the cost of such replacement or correction.

1.4 **SINKING, LEAKAGE, UNSAFE CONDITION.** Should Owner's boat

sink in the Marina, Owner agrees to remove his boat within 24 hours of its sinking. The Marina may move or have the vessel removed at the Owner's cost. Any vessel experiencing more than normal bilge discharge must be repaired or removed from the Marina. Owners are responsible for pumping out their vessels, as necessary. However, should an emergency develop whereby the Marina deems it necessary to use its equipment and/or manpower to pump out a vessel, a charge will be assessed. In the event of an emergency or an unsafe condition is observed during the Owner's absence, such as the breakdown of a bilge pump, electrical problem, weakened mooring lines or other cause, the Marina Management is authorized to make necessary repairs which will then be charged to the Owner. Nothing herein gives rise to any action of cause, claim or other right for failure of the marina, and its employees and agents from taking any action under this Paragraph 1.4 or for any right, cause, or claim arising from the method of action taken by the Marina, its employees or agents.

1.5 **EXTENDING OBJECTS.** All boats shall be moored so that no object extends over the top of docks. Owner shall be responsible for all damage to docks, slips, power posts or other Marina property while docking vessels. Boats with bow pulpits or other extending objects from the bow or the stern of the boat must be tied back and moored in such a fashion so that said object does not extend over the top of docks or beyond the end of the pier into the waterway. Boats with swim platforms, outboard motors, rudders, and other extending objects from the stern must not extend into the navigable channels.

1.6 **TRANSIENT DOCKING.** All transient boats must register with the Marina office to be assigned a slip if available. Check out time for all transient boats is 11:00 a.m. Any boats remaining in the Marina after that time will be charged an extra day unless prior arrangements have been made with the Marina office.

1.7 **WASTE DISCHARGE. DISCHARGE OF HEADS, BOAT TOILETS, OR HOLDING TANKS, OIL, GAS OR FUEL INTO NAUTICO MARINA WATERS IS A VIOLATION OF THESE RULES AND FEDERAL, STATE AND TERRITORIAL LAWS AND REGULATIONS.** Emptying of portable toilets in rest rooms is prohibited. The toilets and other waste and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, rags, ashes or other improper articles should be thrown therein. In Addition, Dockmaster will have authority to board and inspect any vessel in order to assure its compliance with the appropriate pollution laws.

1.8 **BOAT CONDITION.** Only vessels in operational and seaworthy condition will be admitted to the Marina. Vessels are subject to an initial and subsequent inspections by the Marina or other appropriate agencies to ascertain the maintenance of proper safety conditions and appearance, including but not limited to: operational engine(s); size, condition and number of cleats; condition and appearance of the exterior portion of the vessel; odor; condition of bilges and bilge pump(s); condition of fuel tanks, marine head facilities and plumbing, etc. All vessels must be equipped to comply with the Clean Vessel Act.

1.9 **AUXILIARY CRAFT.** Owner covenants and agrees that all additional boats or crafts, including, but not limited to, runabouts, rowboats, dinghies, and life rafts, must be placed on davits or physically upon the Owner's boat so as not to extend beyond Owner's boat, and Owner hereby covenants and agrees that if such craft are not capable of being stowed or stored in accordance with this covenant, a slip fee may be charged by the Marina.

1.10 **EMERGENCY MOVES.** Nautico Marina shall not be responsible to move Owners' boat at any time. However, Owner authorizes the Marina to move Owners' boat as may be required in the event of an emergency or to avoid loss or damage to Marina property and Owner further agrees that Marina shall not be liable for any damage to the boat caused by such moving of the boat.

1.11 **SEVERE WEATHER.** Owners shall be responsible for properly securing their vessels in the event of severe weather so that no damage occurs to other boats or the Marina. If, in the sole opinion of Marina Management, Owner has not taken necessary and appropriate precautions, Marina personnel may, but shall not be obligated to, appropriately secure vessels or prepare vessels for foul weather at the cost and expense of Owner. Owner shall be responsible for all damages to other boats and the Marina for failure to appropriately secure their vessels. In the event of a hurricane or tropical storm, the Marina, in its sole discretion, and not subject to any local law to the contrary, reserves the right to demand that Owner remove its boat from the Marina to safe anchorage and further reserves the right to move or evacuate any unattended vessels at Owner's sole risk and expense. Owner shall be responsible for any losses, damages or expenses incurred by the Marina as a result of Owner's failure to comply with any such request. For more information regarding severe weather preparations, please refer to the Nautico Marina Hurricane Preparation and Disaster Plan.

SECTION 2 REGULATION REGARDING OPERATIONS WITHIN NAUTICO MARINA

2.1 **DOCK MASTER JURISDICTION.** Any boat which enters Nautico Marina immediately comes under the jurisdiction of the Dock Master and Management of the Marina. Accordingly, Owner must follow the instructions of the Dock Master or such Marina Management for the safety and well-being of all persons and boats using the Marina. **Please note that the controlling height allowing entry into the Nautico Marina basin is 18 feet measured at mean high tide.**

2.2. **ACCIDENT PROCEDURE.** A responsible representative of each vessel shall immediately report to the Dock Master or Marina Management the time, place, cause and circumstances of any accident or injury to a passenger or other person, or damage to any property in which a vessel or Marina property is involved and within 24 hours shall submit such information in writing to the Marina Management.

2.3 **NO WAKE SPEED.** All vessels operating in the Marina waters must proceed at **idle and no wake speed** so as to cause no damage or injury to persons or property. **OWNERS ARE LIABLE FOR ANY AND ALL DAMAGE OR INJURY CAUSED TO ANY PROPERTY OR PERSON BY VESSEL'S WAKE.**

2.4 **SUBMERGED OBJECTS.** The Marina shall in no event be deemed to be responsible for submerged objects such as mooring cables and other devices or objects. Owner shall be responsible for the operation of the Owner's boat within the Marina area and knowledge of Marina and submerged objects shall be the sole responsibility of the Owner and the Marina assumes no duty to notify or warn Owner in connection therewith. **Please note that the controlling height allowing entry into the Nautico Marina basin is 18 feet measured at mean high tide.**

2.5 **LAWS, RULES AND REGULATIONS.** Owner agrees to comply with all laws, rules and regulations pertaining to Marina operations, all safety rules and provisions, speed limits, warning signs, environmental directives, and any and all other indicates for public or private safety. No slip or dock shall be used for any unlawful purpose, and no Owner shall cause or permit any unlawful act on or upon his boat, slip or dock.

2.6 **AUXILIARY CRAFT OPERATION.** Operation of auxiliary craft including, but not limited to, jet skis, wet bikes, wind surfers and wave runners within Nautico Marina is prohibited (except for arrival and departure).

SECTION 3 **GENERAL REGULATIONS OF NAUTICO MARINA**

3.1 **DAMAGE TO MARINA PROPERTY.** Owners and operators of vessels shall immediately reimburse Nautico Marina for any damage or defacement which they, their vessel, guests, employees, or agents may cause to Marina property. Owners who have not satisfied such outstanding obligations within thirty (30) days of the occurrence of such damage or defacement will be subject to the directives of the Board of Directors.

3.2 **OPEN FIRES AND GRILLING.** Open fires are not permitted on docks or piers. The use of charcoal burners, barbecues and grills is **not** permitted on boats or anywhere within the Marina, its grounds, or other common areas unless specific permission is given by the Marina office.

3.3 **FUELING.** Fueling may be done **only at designated fueling locations.** No transferring of fuel may be done at the docks or inside the High and Dry. **No outside fuel vendors or fuel trucks are allowed on Marina grounds.**

3.4 **UTILITIES, HOSES, ELECTRICAL LINES AND WATER USAGE.** Owner is responsible for payment of all charges incurred for water, electric, cable

television and telephone. Owner shall not use electric, water, cable television or telephone lines or outlets on any power post other than at Owner's assigned slip. Owner shall be responsible for securing his power post from use by others. Hoses and electrical lines shall not be run across the surface of the docks or piers. Owner is responsible to run lines as required so as to cause no damage or injury to persons or property. Use of electrical and other utility lines within Nautico Marina is solely at the risk of Owner, his guests, employees and agents. Water supply hoses of unattended vessels shall be disconnected at the dock and stowed aboard. Only manufactured marine electrical cords and adapters may be used in the Marina.

3.5 CONSEQUENTIAL LOSSES, UTILITY SERVICE INTERRUPTION. Nautico Marina is not responsible for any loss to food or any other personal property stored upon the boat resulting from interruption or discontinuance of electrical service or for any other reason whatsoever. Nautico Marina is also not responsible for any losses resulting from interruption or discontinuance of telephone, television or water service. Any electrical, mechanical or structural failures must be reported to Marina Management immediately so that such failures may be repaired.

3.6 COMMON AREA STORAGE AND DOCK BOXES. All common areas, including but not limited to, buildings, drives, recreational areas and facilities, grounds walkways, parking areas and all docks and finger piers shall be kept free and clear of obstructions and no materials or personal property of any kind shall be stored or left thereon. No steps or boarding ladders shall create a hazard or impede safe access to common areas, docks or finger piers. A Dock box is provided by Nautico Marina for each slip. Additional Dock boxes are not permitted, including enclosed stairs designed as such, unless specific permission is given by the Nautico Marina Association. No part of the common areas, docks and finger piers shall be decorated or furnished by Owner in any manner. All personal property must be kept on Owner's boat. All personal property placed in any portion of the common areas, docks or piers shall be at the sole risk of the Owner and the Marina shall in no event be liable for the loss, destruction or damage to any such property.

3.7 REPAIRS AND MAINTENANCE. Repair, maintenance, alterations or additions to dock facilities may be performed only by marina personnel or their agents. Owners may not remove any fixture, addition or improvement from Nautico Marina, common areas, dock or pier, nor place any additions, improvement or fixture thereon, or make any modification thereto without prior written permission from the Nautico Marina Association. Painting, scraping or repairing of boats or gear shall not be permitted in slips, on the docks, the finger piers or any common area of the Marina unless approved in writing by the Nautico Marina Association. Routine maintenance and minor repairs necessary for the preservation and seaworthiness of the vessel at individual slips is restricted to activities which can be performed without materials entering the waterway or causing any damage to common areas, docks or piers. Routine maintenance and minor repairs are generally considered to be those which do not disturb the public peace and tranquility of any person aboard any boat within the jurisdiction of Nautico Marina or any guest of the Marina. NO OTHER REPAIRS OR MAINTENANCE MAY BE

PERFORMED IN THE MARINA WITHOUT THE NAUTICO MARINA ASSOCIATIONS' PRIOR WRITTEN CONSENT. Nautico Marina will not loan tools, equipment or supplies to Owners for any maintenance or repairs. Outside labor craftsman may work on any boat in the Marina provided they comply with all the Marina OSHA, ENVIRONMENTAL AND INSURANCE REGULATIONS which are posted and available in the marina office. All such routine maintenance and minor repairs by Owners or permitted outsiders may be performed only between 8:00 am and 6:00 p.m., daily except Sunday or in the case of emergency.

3.8 **PARKING.** All owners are expected to be considerate of other boaters with respect to parking spaces. If your boating party consists of more than one vehicle, the other vehicles must be parked in less crowded areas. Parking, except in permitted parking areas designated by appropriate markings shall not be permitted. If any vehicle owned or operated by an Owner, or any member of his family, guests, invitees, licensees, or sub-owners shall be illegally or improperly parked or abandoned at Nautico Marina or parking areas, the Marina shall have the right to remove said vehicle at Owner's cost and expense and the Marina, its employees, agents and affiliates shall be held harmless by such Owner for any and all damages or losses that may ensue. The Owner shall defend and indemnify Nautico Marina, its employees, agents and affiliates shall be held harmless by such Owner for any and all damages or losses that may ensue. The Owner shall defend and indemnify the Marina, its employees, agents and affiliates as a result of such illegal or improper parking or abandonment and any consequences thereof. No boat trailer shall be parked on Marina property. The parking area may not be used for any purpose other than parking automobiles. Parking may, at Marina's election, be regulated and/or limited.

3.9 **LAUNDRY, REFUSE AND MISCELLANEOUS.** Laundry shall not be hung on boats, docks, or finger piers in the Marina. Refuse and garbage must not be thrown overboard. Refuse and garbage shall be securely tied in plastic bags and shall be deposited in trash receptacles supplied for that purpose. Notify Marina personnel for anything that will not fit in these dumpsters. NO PERSON SHALL DISCHARGE OIL, SPIRITS, FLAMMABLE LIQUID, PAINT OR OILY BILGES INTO THE MARINA OR TRASH RECEPTACLES, UNDER ANY CIRCUMSTANCES WHATSOEVER. Disposal of all batteries must be registered at the Marina office and a battery disposal fee paid. Oversized and excessive amounts of trash are subject to a disposal fee.

3.10 **DISORDERLY CONDUCT.** Disorder, depredation's or indecorous conduct by an Owner or its employees, visitors, guests, family or others will cause the immediate removal from the Marina of the party in question. Public intoxication, profanity or abusive language directed at anyone will not be tolerated. The Owner of any vessel who causes or threatens harm to the person or property of any other Owner, Marina employee, or member of the public will be subject to immediate disciplinary action as decided by the Nautico Marina Association. Noise shall be kept to a minimum at all times and no Owner shall operate or permit to be operated any sound-producing devices on the exterior of his boat between the hours of 6:00 p.m. and 8:00 a.m. the following morning. All persons using the Marina shall use discretion at all times in

operating engines, generators, radios, and television sets, so as not to create a nuisance or disturbance. The use of such mechanical tools as buffers, sanders, rug cleaners or compressors is restricted so as not to cause a disturbance or nuisance to other Owners or guests of the Marina.

3.11 **PETS.** Pets, when on Marina property, **MUST** be controlled and accompanied by the Owner at all times. Pets must be on a leash and in or on the Owner's boat at all times. Pets are not to be chained or tied to any common area, dock or pier. If a pet soils Marina property, the owner must clean up after it immediately. Pets are restricted to normal domestic animals. Owners shall promptly reimburse Marina for the cost of cleaning or repairing any damage to Marina property caused by such pets. The owner of each pet shall ensure that his pet does not interfere with the rights, comforts or convenience of other Owners or Marina guests. Failure to comply may result in removal of pet from Marina.

3.12 **COMMERCIAL ACTIVITIES.** Solicitations or advertising for any purpose on the water or land areas of the Marina is prohibited, except as specifically authorized in writing by the Marina Management. Your boat and dock may not be used for any commercial purpose, including rental, the carrying of passengers for hire, or the operation of any fishing charter or service unless you obtain written authorization from Marina Management. Owner shall not permit any solicitors, brokers, salespeople, or workers on or about the boat while it is berthed at Nautico Marina unless previously approved by the Nautico Marina Association and accompanied by the Owner or any authorized agent of Marina. Owner warrants that the boat is used for pleasure or business entertainment only and that Owner is not in the business of selling boats or any other type of marine equipment. The Nautico Marina Association along with the Board of Directors may, at their discretion, designate a commercial use area.

3.13 **SWIMMING, FISHING AND MISCELLANEOUS ACTIVITIES.** SWIMMING AND/OR DIVING IS PROHIBITED WITHIN NATICO MARINA. Fishing is prohibited within the marina. Fish cleaning is allowed within the Marina at a special fish cleaning station provided. The discharging of firearms or fireworks is prohibited within the Marina Aquaplex and common areas. The flying of kites and operation of remote controlled airplanes, boats and cars is also prohibited. No running is allowed on the Marina grounds, docks or piers. No motorcycles or mopeds are permitted on the docks and their use must be confined to the driveway and parking areas. Bicycle riding, skateboarding and roller skating are prohibited within the marina walkways and docks. The Marina is to be accessed through the formal entrance and/or a pedestrian access gate. No one is permitted to climb over a fence to access the Marina.

3.14 **CRIME DETERRENCE.** VESSELS SHOULD BE SECURED AT ALL TIMES. Nautico Marina is not responsible for the failure of any party including, but not limited to, Marina personnel, Owners and guests, invitees and agents of Owners to lock or secure their vessel.

3.15 **BOAT EQUIPMENT.** Only manufactured boat fenders are approved by Nautico Marina. Homemade fenders and tires are prohibited. Any fender or similar equipment to be attached to dock **must be approved** by the Nautico Marina Association.

3.16 **SIGNAGE.** No specialty signs, notices, “For Sale”, “For Rent”, or “For Lease” signs or other display or advertising or other lettering shall be maintained, exhibited, inscribed, painted or fixed on any part of the Marina, vessel in any slip, or on any dock or pier, or common area without the prior written consent of the Nautico Marina Association.

3.17 **MARINA PERSONNEL.** Employees and agents of Nautico Marina and its affiliated partnerships and companies are only authorized to accept packages, keys, or articles of any kind or description from or for the benefit of the Owner at the MARINA OFFICE. If packages, keys, or articles of any description are left with any employee or agent, the Owner assumes the sole risk therefore and the Owner, neither the Marina nor its affiliates shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly, resulting therefrom or connected therewith. The Marina and its affiliates do not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to an Owner’s slip will not be accepted without the prior permission of the Owner and the Marina assumes no liability in connection with such deliveries. Should an employee of the Marina or its affiliates at the request of an Owner move, handle or store any articles of personal property belonging to an Owner or handle, move, park or drive any automobile on behalf of any Owner or its guests, then in every such case, such employee shall be deemed the agent of the Owner or Owner’s guests. Neither the Marina nor its affiliates shall be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

3.18 **ENDANGERED SPECIES.** Any person that harms or attempts to harm plants or animals identified by the Federal or Territorial government as an endangered species is subject to immediate expulsion from Nautico Marina and prosecution to the fullest extent of the law.

SECTION 4

MISCELLANEOUS COVENANTS AND REGULATIONS

4.1 **OWNER.** Owner is herein defined to include Owner’s agents, their family, crew, guests, invitees, licensees, sub-owners, agents and employees.

4.2 **COMPLAINTS.** Complaints regarding the Employees of Nautico Marina shall be made in writing to the Nautico Marina Association. No Owner shall direct, supervise, or in any manner attempt to assert control over any employee of the Marina.

4.3 **ACCESS.** Owner herewith grants access to his slip and/or boat to the Marina Management or persons so authorized for the purpose of correcting any conditions originating in his slip or place of storage threatening another slip or the

common areas, piers or docks, for the purpose of performing installations, alterations or repairs to the common areas, piers or docks adjacent to Owner's slip in emergency situations.

4.4 **MODIFICATIONS.** The Nautico Marina Association and Board of Directors reserves the right to alter, amend, modify, repeal or revoke these Marina rules and regulations. Any such amendments or modifications shall become effective immediately upon posting of same in the Marina Office.

4.5 **CLAIMS.** No Owner shall make any claim against Nautico Marina, the Nautico Marina Association, the Nautico Marina Board of Directors, or their affiliates, agents or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any use of any of the recreational or service facilities. Each Owner shall defend, indemnify and hold the Marina, its affiliates, employees and agents harmless from any and all liabilities, actions, losses or damages arising out of the use of the Marina, common areas, piers, docks and facilities by Owner, its guests, licensees, invitees or sub-owners, except where such loss, injury or damage clearly can be proved to have resulted from and been caused by the sole negligence of Nautico Marina, in which case any such claims shall be limited to the applicable limits of the Marina's insurance policy, which shall not be less than one million dollars per occurrence.

4.6 **INDEMNIFICATION.** Owner, sub-owners and all employees, agents, visitors, guests and licensees of Owner shall be bound by these rules. To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Nautico Marina, the Nautico Marina Association, the Nautico Marina Board of Directors, its employees, agents and affiliates from and against all losses, damages and expenses resulting from or arising out of a breach of these rules or any action or inaction of owner or his sub-owners, employees, agents, visitors and licensees.

The undersigned hereby declares that The Nautico Marina "Rules and Regulations" set forth have been completely read, understood and voluntarily accepted.

Signature of Owner

Date

Vessel Name