

RULES AND REGULATIONS – Vinoy Marina

Note: These Rules and Regulations constitute an integral part of the Slip License Agreement and Transient Dockage Agreements. They are for the benefit the Marina and all of all those who maintain a vessel at the Marina. Boat owners are requested to notify the Marina of any unsafe or hazardous conditions that come to their attention.

1. **Water/Power Lines.** Water, telephone, cable or power lines shall not cross docks.
2. **Safe Mooring.** All boats shall be moored in a safe manner, according to present and forecast weather conditions. The owner agrees to defend, indemnify and hold the Lessor and Marina Operator harmless for any personal injury, damage, casualty, loss or injury to any vessel or property stored at the marina, arising from any activity including ‘Acts of God’.
3. **Vessel Inspections.** The Marina reserves the right to inspect all boats to determine if they are properly identified and equipped for safe operation in accordance with Coast Guard Regulations and other applicable regulations.
4. **Fishing/Swimming.** Fishing, fish cleaning, netting, swimming or diving from Marina premises shall not be permitted.
5. **Bicycles/Skates, Etc.** No person shall roller skate, roller blade, skateboard, ride bicycles, motor scooters or motorcycles on the docks or gangways located at the Marina.
6. **Electrical Connections.** In accordance with the National Electrical Code, Article 555, all connections made to the Marina receptacles shall be U.L. approved weatherproof, three wire, grounded type. Wiring must be of adequate size for the power provided. Cords may not be affixed to the docks.
7. **Notification of Unsafe Conditions.** Tenants shall promptly notify Marina of any unsafe or hazardous condition that comes to their attention.
8. **Refueling.** Refueling is permitted by approved fuel delivery contractors only. Contact the Dock Master for more information.
9. **Hazardous Activities/Barbecues.** All high-risk fire hazards, storing flammable material on docks, etc. is strictly prohibited. Barbecues are strictly prohibited on all dock areas. Grilling is permitted in the designated area only.
10. **Discharges from Vessels/Disposal of Liquids.** No tenant shall throw, discharge or deposit from any boat or float any refuse matter, oil, spirits, inflammable liquid, oily bilges into water or Marina premises. Vessels with automatic bilge pumps shall be maintained in such a manner as to prevent the discharge of contaminants overboard. Marina prohibits the use of detergents and emulsifiers on fuel or oil spills. Marina requires tenants to use oil-absorbing materials in vessel bilges and in boat slips. In the event of a spill, the Vessel Owner is required to immediately notify the U.S. Coast Guard and all other agencies, as required by law. Owner shall also immediately take all necessary actions to remove spilled substances from the water and from all pilings, vessels and other surfaces impacted by the spill. The Owner shall if necessary retain the services of a professional pollution response company. Marina prohibits open containers of paints or other maintenance supplies on the docks. Liquids must be stored only in sealed containers aboard the Owner’s vessel or off the Marina’s premises.

11. **Discharge of Sewage.** The discharge of raw sewage and any other water contaminated by oil, fuel or other regulated material is strictly prohibited. Pump out services are available upon request.
12. **Laundry.** There shall be no laundering or drying of wearing apparel or towels on deck or rigging at the Marina. Washers and dryers are available at the resort located across the street.
13. **Noise and Conduct.** Owner shall not make or allow any disturbing noises on the docks or anywhere on the premises, with particular emphasis between the hours of 10:00 p.m. and 9:00 a.m., either by Owner or his/her family or guests, nor shall Owner permit such persons to engage in any conduct which will interfere with the rights, comforts or convenience of others. The activities and conduct of Owner and/or Owner's family while on the Marina's property must be reasonable at all times. Except for entering or leaving the slip or as necessary in an emergency, main engines, power-generation equipment, or other noise-making machinery shall not be operated between the hours of 5:00 p.m. and 9:00 a.m. without prior permission from Marina. Halyards shall be secured to eliminate noise. Owner assumes full responsibility for his/her guests' conduct and agrees to be held jointly and severally liable for all consequences of his/her guests actions or misconduct. Owners are not permitted to have parties on the dock without prior consent of the Marina.
14. **Engine Operation.** Engines may not be operated in gear while boats are secured to dock. Unnecessary operation of engines in the slip shall not be permitted.
15. **Speed Limit.** The speed limit within Marina is steerage only, with no wakes and not greater than 5 knots.
16. **Improper Vessel Handling.** Improper or unsafe boat handling shall be just cause for immediate termination of the Owner s Slip License Agreement.
17. **Use of Docks.** The use of docks to store or place supplies, materials, accessories, or gear of any kind shall not be permitted within the Marina.
18. **Boarding Steps and Other Dock Obstructions.** Anything left on docks or other areas of the Marina pose potential hazards to all on the premises. The safety of those on Marina property is a matter of paramount importance. Therefore, apart from approved boarding steps, nothing may be left on the docks or other places located on the Marina's premises. If not stored aboard Owner's Vessel, water hoses may be placed on the dock, but must be neatly coiled and situated immediately adjacent the Vessel, in a manner that it will not present a trip hazard. Hoses must be disconnected from the dockside connection and the vessel at all times when not actively being used. Power cords may not be placed on docks in any manner which may create a hazard. Temporary, removable, non-affixed, non-secured dock steps used for ingress to and egress from a vessel shall not be wider than one-half of the width of the finger to which the Vessel is moored, and no more than three feet in length. The steps must be of a light weight construction and approved in advance by the Marina. The Marina reserves the right to prohibit storage within dock steps.
19. **Vessel Repairs.** Apart from work accomplished wholly below decks, no rebuilding, hull painting, sander use, spray gun use, overhauls or other refurbishment efforts are permitted. However, normal and customary maintenance shall be permitted, provided preventative measures are in place to keep debris from entering the water.
20. **Damage to Marina Property.** Each tenant will be held responsible for any damage to the Marina premises and/or structures (including docks, ramps, electrical pedestals and/or utilities) caused by tenants, his guests, agents and/or employees.
21. **Repair of Damages Caused by Owner.** Such damage will be repaired or corrected solely by

Marina at the expense of the tenant.

22. **Offensive or Harmful Conduct.** Disorder, depredations or indecorous conduct by tenant or his visitors that might injure a person, disturb other berth tenants, cause damage to the property or harm the reputation of the Marina shall be just cause for immediate termination of the Vessel Owner's Slip License Agreement.

23. **Solicitations.** It shall be unlawful for any unauthorized person to solicit business or offer for sale goods, wares, merchandise or services, or solicit orders for such sales on the premises of the Marina.

24. **Posting of Signs.** Unauthorized advertising signs, for sale signs or notices are prohibited aboard any boat in the Marina or on Marina premises.

25. **Commercial Use of Vessel.** Use of any boat moored at the Marina for commercial purposes is strictly prohibited.

26. **Responsibility for Damages.** The Marina is not responsible for any losses on or damage to boats at the Marina. Each tenant will be held responsible for damage which he and/or his boat may cause to other boats or structures in the Marina.

27. **Small Boat Storage.** All inflatables, kayaks, canoes, dinghies and other auxiliary craft must be stored on the Vessel.

28. **Amendment of Rules/Statutes/Regulations.** Vessel Owners are required to comply with not only existing ordinances, statutes and Rules and Regulations, but also to abide by all amendments to such rules, statutes and regulations and all newly adopted ones.

29. **Television Antennas.** No television antennas will be permitted on any of the docks.

30. **Unauthorized Moorage.** No vessel may be moored at Marina unless a current Slip License Agreement is in effect between the Owner of the Vessel and the Marina.

31. **Use of Approved Equipment/Alterations to Docks & Premises.** All equipment used on docks by tenants (boarding ladders, etc.) must be of a type approved by Marina. Boat Owners may not install additional dock lockers, fenders, bumpers, rub rails, or in any way make alterations to the dock and fingers. All installations must be approved by the Marina on an individual basis. All installations on the floats shall be installed by Marina personnel. Cost of such additional installations will be charged to the slip tenant.

32. **Maintenance of Slip and Surrounding Environs.** Owner agrees to maintain the Slip, the walks, ramps, gangways and docks in, about and surrounding the Slip in a neat, clean and unobstructed condition at all times. Should it become necessary for Marina to maintain the area in said condition, it will be done at Owner expense.

34. **Disposal of Refuse:** Owner shall not deposit into any garbage can or other receptacle located on Marina property any of the following: (1) paint, varnish, thinner, non-edible oil or other flammable or hazardous materials; (2) vessel parts, including but not limited to batteries, engine machinery parts, interior parts, fastenings or upholstery; or (3) any item weighing in excess of 20 pounds.

34. **Pets.** Pets are permitted in the marina only if they are on a leash or otherwise restrained and under the owners control at all times. Dog owners are responsible for the clean up and disposal of any pet discharge. Pets are not permitted in restrooms or offices. Barking dogs will not be tolerated.

35. **Hose - Nozzles.** Hoses present on a dock can present a trip hazard, and hoses can burst if deteriorated and the water is turned on. Hoses therefore may not be connected or placed on docks unless they are actively being used. When not in use they must be stored aboard the Owner's vessel. Automatic shut-off nozzles must be attached to hoses in order to conserve water.

36. **Working on Vessel.** Apart from ordinary maintenance, no work involving the Vessel may be accomplished while at the dock or otherwise on Marina property. Prohibited work includes, but is not limited to, hull painting, heavy sanding, use of paint remover, spray guns, or the burning of paint on the topsides or above the decks. Work of any kind aboard the Vessel, including routine maintenance (as limited above) to be undertaken by other than Owner, must be approved in advance of such work, in writing, by the Marina. Contractors hired by Owner to work on the Vessel must be approved by the Marina prior to the commencement of such work, and each such contractor must maintain and provide proof of liability insurance in an amount of at least \$500,000. and worker compensation coverage for employees. Owner further agrees to comply with all posted Rules and Regulations of the Marina and/or all other governmental entities insofar as such rules and regulations pertain to mooring, berthing and other uses of facilities and waters in the Saint Petersburg, FL area.

37. **Flammable Materials & Fuel Leaks.** Neither Owner nor anyone acting on his/her behalf shall burn paint or use flammable materials without the prior written consent of the Marina. Owner agrees not to store any flammable materials anywhere on the Marina premises, including within any boarding steps, except that as deemed necessary by the Owner such materials may be placed below decks aboard Owner's vessel, at his or her sole risk and liability. Owner agrees that in the event his or her Vessel experiences the leak or spill of any fuel or other combustible liquid within the interior of the Vessel, he or she shall immediately contact the Saint Petersburg Fire department and the Marina Office to report such leak or spill. If the Marina Office is closed the Owner shall immediately contact the hotel Security Department to report the spill or leak.

38. **Articles Left in Dock Boxes.** The Marina is not responsible for any article remaining in Owner's dock box once Owner has moved his/her Vessel or abandoned his/her Vessel. Owner further agrees that the Marina, in its exclusive discretion, may remove and dispose of any such articles left behind in which case all proceeds derived from such disposal, if any, shall become the sole property of the Marina.

39. **Storage of Equipment.** Owner shall not store or leave any items on the docks, fingers or landings, including plants, bicycles, dinghies and other items. Bicycles must be stored on the Vessel.

40. **Maintenance Best Management Practices.** The Renaissance Vinoy Marina is a certified Clean Marina. Owner and Owner's contractors must adhere to the following procedures. Failure to follow these policies /procedures will result in immediate termination of the Owner's Slip License Agreement:

Policies.

1. All contractors, independent contractors and self-employed boat workers hired by Owner must show proof of insurance in the minimum amount of \$500,000, a current business license, workman s compensation for employees and register with and receive prior approval from the Marina before beginning work on the Marina's premises. Marina requires the use of Best Management Practices for a clean environment.

2. Owners may undertake basic boat projects as needed to maintain their Vessel's safety, appearance and utility.

3. New or substantial work must be approved by the Marina prior to undertaking the project.

4. All Owners are reminded that the Marina is a recreational area and not a boat yard or repair facility.

Engines and Bilges/Disposal of Contaminants, Parts, Etc..

- a. Use absorbent bilge pads to soak up oil and fuel.
- b. Do not discharge bilge water if there is a sheen to it.
- c. Recycle oil and fuel products properly.**
- d. Dispose of absorbent pads and filters properly.**

5. Do not dispose of any fuel, paint, oil, other liquid waste, absorbent pads/rags, batteries, engine parts, or other contaminated materials into the Marina's trash dumpster. **These materials must be removed from the Marina's premises and disposed of properly at a facility authorized to dispose of such materials.

Surface Preparation.

- Use biodegradable soaps, cleaners and teak cleaners approved for ocean waters.
- Liberally use tarps to capture all scrapings, debris and drips. No material may enter the water.
- Use vacuum power sanders, vacuum all dust and debris. No material may enter the water.

Sewage.

- Untreated sewage must never be discharged into the marina waters.
- Store sewage in holding tanks and dispose of sewage properly at pump-out stations.
- Use shore-side restrooms as often as possible, rather than toilets aboard vessels.

Solid Waste Disposal.

- Dispose of all garbage in proper shore-side receptacles.
- Let empty cans dry thoroughly before disposing of them into trash receptacle.
- Please recycle glass, plastic and aluminum products.

Chemical Storage.

- Purchase only the amount of chemicals/paints you need for a project.
- Review storage of paints, varnishes, solvents, and chemicals every six months. Properly dispose of old or unnecessary products.
- Do not store more than two gallons (total) of these products on your Vessel.

****Contact the Marina Office for Disposal Locations.**

Licensee's Signature: _____

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