

NORWEST MARINE

MARINA RULES & REGULATIONS

It is mutually agreed between Norwest Marine, Inc. ("Marina") and Boat Owner ("Lessee") that the following terms and conditions shall govern the entire transaction of Vessels berthed at the marina:

1. **COMPLIANCE.** Lessee agrees to comply with the Rules and Regulations of the Marina. The Marina reserves the right to terminate this Agreement immediately should Lessee or guests breach the Agreement of said Rules and Regulations.
2. **INSURANCE / REGISTRATION.** Lessee agrees to have boat(s) insured with complete marine coverage including liability. Each Lessee will be held responsible for damages caused to any boats in the Marina or to the structures or facilities at the Marina. A current certificate of insurance & registration must be on file with the office prior to the boat entering the Marina and/or slip.
3. **LAUNCH ON TIME.** All vessels must be scheduled to be launched by June 15. Boats on land without arrangements after May 31 will be billed for Summer Land Storage. Vessels on land after May 31 that need to be moved to accommodate yard work or parking will be charged a relocation fee of \$250.
4. **SUMMER SCHEDULE.** Summer slip agreement is in effect from May 1 to October 31. Prior to May 1 and after November 1, the Marina does not guarantee the availability of dockside power and water. Only boats that have arranged for winter storage at the Marina may remain in a slip after October 31. Boats that are not storing with the Marina must vacate slips by November 1 or have made arrangements with the Marina office.
5. **LIEN.** Marina shall have a lien against the Lessee's boat (including its gear and equipment) for any unpaid sums due for the use of dock facilities, service invoices, power and water, and for damage caused or contributed to by the above described boat or by the Lessee to any docks or property of the Marina.
6. **HEADS.** Heads aboard boats may not be used in the Marina unless equipped with an approved sanitary treatment system. Heads are provided on land. Section 2524 of the Connecticut General Statutes prohibits discharge or deposit of any rubbish, waste material or refuse material of any kind or description into the waters of any river, stream, pond or tidal waters. Penalty is \$1,000 fine or imprisonment of three months or both. If you use the heads on land, please be considerate and leave them clean for the next person.
7. **POWER / AC.** Power and water outlets are provided for the exclusive use of each slip. Power cords and water hoses must be placed so as not to constitute a hazard. Marina will not be responsible for any loss or damage due to temporary power interruptions. Under no circumstances shall air conditioners or water supplies be left running while Lessees are absent for extended periods of time or longer than one day. The Marina assumes no responsibility for the safety of any vessel docked in the Marina and is not liable for fire, theft or damage of said vessel, its equipment or any property in or on said vessel.
8. **NO SUBLEASE.** Slips may not be subleased. Lessee agrees not to transfer or assign their space to anyone else without written permission of Marina management. Only the contracted Vessel is permitted use of the slip.
9. **RESPECT.** Lessee and Lessee's guests agree to always conduct themselves so as not to create a nuisance or hazard while on the Marina property, or on any boat docked at the Marina. Lessee shall use discretion in operating engines, generators, radios, televisions, speakers, etc. so as not to create a disturbance. We are a family marina - please keep that in mind when making music selections. Children should be accompanied by adults at all times and are not allowed to run on the docks.
10. **SAFETY.** No firearms or guns of any type are permitted on Marina property. No fireworks may be used or stored on Marina property at any time. No fires of any kind will be permitted. Due to fire hazard, Lessee agrees not to store gasoline on board any boat, except in fuel tanks that are permanently installed and ABCY marine approved.
11. **EMERGENCY MEASURES.** In the event of a severe storm or hurricane, the boat owner or their assigned agent shall be solely responsible to take all emergency measures for said protection and/or damages to the Lessee's boat. The Marina is not liable for any loss due to power outage. Electric and water will be shut off to mitigate damage at the discretion of Management. NO ONE is allowed to stay overnight on a boat during a severe storm or hurricane.
12. **TRAILERS.** Any trailer stored on the property will incur a \$250 per season charge. A contract must be on file in the office and trailers must be labeled or tagged with the owner's name. If locked, the office must have the combo or key.
13. **SWIMMING.** Swimming is NOT allowed in the Marina due to potential stray electrical current from boats and boat traffic.

- 14. **CONDITION OF VESSEL.** By signing the Agreement, the owner represents that the Vessel is seaworthy and safe to be worked on by Marina employees. Boat Owner will be liable to the Marina for any loss, damage, or injuries attributable to undisclosed hazards. Norwest may inspect all vessels in the marina and reserves the right to terminate the contract of any Vessel deemed to be in unacceptable condition or not in adherence to safety requirements.
- 15. **LENGTH OF VESSEL.** All boats are measured and billed by actual footage, or length overall (LOA), which includes bow pulpit, swim platform, davits, engines, etc. The length of the boat is measured and determined by Norwest personnel.
- 16. **ACCOUNT BALANCES.** Boats stored in the yard will not be launched until all charges have been paid in full. An interest rate of 1.5% will be added to invoices thirty days or more past billing date. There shall be a fee of \$35.00 for returned checks.
- 17. **INSURANCE & PROPER DOCUMENTATION.** All vessels must carry appropriate registration/documentation and liability insurance. Proof of insurance and registration is required annually prior to hauling and/or acceptance of contract.
- 18. **DUMPSTERS.** Only regular household waste generated at the marina shall be put in Norwest dumpsters.
- 19. **PETS.** Pets must always be kept on a leash. Owners must clean up after their pets. Any pets found to be a nuisance to other customers may be required to leave the property at the Marina Manager's discretion.
- 20. **DAMAGE TO OTHER BOATS IN THE MARINA.** If Owner or any related third-parties causes damage to other vessels in the marina or on marina property as a result of fire, sinking, capsizing, pollution, improper operation by anyone other than Norwest staff, or from any other cause not within the direct control of Norwest, the Owner agrees to be responsible for such damage.
- 21. **PARKING & DRIVEWAYS.** Vehicles and trailers must be parked so that others can get out. Vehicles parked improperly will be towed at Owner's expense. 5 MPH speed limit must be obeyed at all times. Double parking is only allowed on weekends when the travel lift is not in use.
- 22. **MODIFICATIONS OF AGREEMENT.** The marina reserves the right to change, alter, reassign, or cancel this contract without notice at any time.

I HAVE READ THE RULES AND REGULATIONS AND FULLY UNDERSTAND ITS CONTENTS. I AM ACTING AS OWNER OR HAVE BEEN AUTHORIZED BY THE OWNER TO ACT AS THEIR AGENT IN MATTERS PERTAINING TO THEIR VESSEL.

OWNER SIGNATURE: _____

DATE: _____

ACCEPTED BY: _____

DATE: _____

