



MARINA

Rules & Regulations

These rules and regulations, approved by the Board of Directors, are mandatory for all Sandy Point Improvement Company Marina users. Failure to comply with **all** rules may result in revocation of all marina privileges including slip rental, use of launching ramp, gas dock privileges, and use of the clubhouse for the balance of the year of violation, or a period of time to be determined by the S.P.I.C. Board of Directors.

1. **COAST GUARD AND ALL LAWS:** Tenant shall comply with all applicable rules, regulations, and instructions of the United States Coast Guard and all laws, ordinances, rules and regulations of any federal, state, city, local or other government agency regarding a vessel or berthing in a marina.
2. **USE OF LAUNCHING RAMP AND FUEL DOCK:** Shareholders using the S.P.I.C. marina ramp will be required to sign in. Violation notices will be given out for first offense. Vehicle/trailer will be impounded thereafter. Guest boaters must be accompanied by a paid-up S.P.I.C. shareholder. A guest fee must be paid for each guest's use of the ramp. The marina ramp gate must be closed when not in use. **USE OF LAUNCHING RAMP AND FUEL DOCK** is at vessel owner's risk. Launching ramp is to be used expeditiously and not to be used for loading and unloading gear and equipment.
3. **LAUNCHING PASS:** Launching permit and key for relatives and friends of Class A shareholders in good standing (paid-up current assessment) may be purchased at the S.P.I.C. office for \$300.00. The S.P.I.C.. Board reviews fees and availability annually.
4. **MOORAGE AVAILABILITY:** A list of shareholders wanting permanent moorage will be posted in the marina office. Subleasing by shareholders/guests is not allowed. S.P.I.C. will offer moorage first to shareholders on the waiting list, and then to non-shareholders on a space available basis.
5. **SLIP USE:** Marina Tenants must notify the Harbormaster, in writing, if and when their slip will be vacant for more than one week. S.P.I.C. reserves the right to sublet slips unoccupied for one week or longer. Slips are for **ACTIVELY USED VESSELS**. S.P.I.C. reserves the right to deny moorage for "project vessels". Temporary slip rental is on a space available basis. Moorage will be terminated and vessel must be removed if it is not being used or is found to be in disrepair.
6. **SLIP ASSIGNMENTS:** The Harbormaster will assign or re-assign space to all vessels. Only one slip per shareholder is permitted.
7. **SLIP USE:** The Tenant shall dock only those vessels owned by Tenant in their assigned slip. Tenants shall not allow a vessel owned by anyone other than themselves to be moored in their assigned slip.



8. **RENTALS:** All slip rentals shall be coordinated through the Marina. All terms and conditions of rentals shall be specified in the Marina Rules and Moorage Lease Agreement. The Marina manager shall be responsible for collection of rentals and for enforcement of all the terms of the Moorage Lease and/or Rental Agreements.
9. **VESSEL BEAM:** Vessel beams in excess of 12' may be accommodated only by agreement of the Harbormaster. The gas dock is for launch and fueling only. No loading or unloading.
10. **GAS DOCK USE:** The gas dock will be open only during posted hours from April 1st to September 30th. Winter fueling may be available subject to Harbormaster availability.
11. **DOCKS:** Dock steps placed on the finger must be no wider than one-half the width of the finger and no longer than five (5) feet. Dock steps shall not be fastened to the dock. No portion of any vessel shall overhang the walkway at any time. (e.g. bow sprit, plank, bow, pulpit, swim step) It shall be in S.P.I.C.'s sole discretion, to allow a vessel to extend into the waterway if, in S.P.I.C.'s judgment, such a condition does not pose a threat to safe navigation; provided, however, that any Owner/Tenant permitted to berth a vessel in such a way that the vessel extending into the waterway shall be permitted to do so only at the Owner/Tenant's sole risk. Chafing gear shall not be attached to the docks. No modifications to the dock siding or decking will be allowed.

Tenants will be billed for any labor and material necessary to correct violations. The Tenant shall keep the dock clean from grease, oil, polish or any other staining material. Tenant shall be solely responsible for all clean-up costs associated with removing grease, oil, polish or any other staining material from the dock.
12. **ATTACHMENTS:** Tenant shall not attach any item to the dock, finger piers or power pedestals, including, without limitation, cable boxes or phone boxes. The cost of repairing and/or removing any such items will be billed directly to the Tenant.
13. **SECURE MOORING (RESPONSIBILITY/LIABILITY):** Vessel owners are responsible for the safe and secure mooring of their vessels and are liable for damages to the docks, to other vessels, and to their own vessel. Vessel owners will be billed for labor and material incurred by marina staff to secure vessels which have been improperly secured. No attachments, spars or other parts of the superstructure of any vessel shall be allowed to extend beyond the boundaries defined by vertical planes located at the edge of each moorage slip. These planes reside at the wood waler at the front of the slip. An allowance of 10% of the individual slip width shall be left totally unobstructed except for fenders.
14. **CONDUCT:** Vessel owners will be held responsible for the conduct of their families, guests and themselves. All persons shall conduct themselves in an orderly manner at all times and refrain from engaging in any disorderly conduct. Disorderly conduct is described as unruly behavior which is contrary to public order and/or offensive to a reasonable person. All people shall treat all S.P.I.C. employees with respect. Verbal or physical abuse and intimidating communication are not permitted.
15. **VESSEL SPEED:** In respect for others' safety and property, speed near the marina area and in the Sandy Point Canal system is "DEAD SLOW" and "NO WAKE". Violators may be subject to loss of launching, moorage or all shareholder privileges.
16. **NO LITTERING:** Litter shall be deposited in designated containers or carried away.



17. **FISH CLEANING:** Cleaning of fish is prohibited in the marina due to limited tidal flushing.
18. **SEWAGE:** There is a portable pump at the end of the main ramp. Vessels with holding tanks are required to use this portable pump out facility and are responsible for cleaning the area after each use. There is no charge. Owner/Tenant does his own pump out. A fine of One Thousand Dollars (\$1000) could be assessed for each violation of this provision and the vessel and operator shall be subject to eviction. If a spill occurs you could be subject to a fine starting at \$10,000.00 per day per the Clean Water Act.
19. **VESSEL OR MOTOR OVERHAUL** is not permitted in the slips.
20. **REPAIRS AND MAINTENANCE** Yacht brokers, contractors or persons working on Owner/Tenant's vessel must be accompanied by vessel owner/tenant or register with S.P.I.C. and the marina prior to admittance to the docks. Contractors must have proof of a minimum of Five Hundred Thousand Dollars (\$500,000.00) of liability insurance and register with the Sandy Point Marina office.

Any Owner/Tenant desiring to hire a third party to perform work on Owner/Tenant's vessel while at the Marina must secure the S.P.I.C. Marina manager's approval before such third party (Outside Vendor) may perform any work. Sandy Point must first approve the materials and methods, insurance coverage, licenses and willingness of the Outside Vendor to observe the Marina Rules and Regulations before permitting an Outside Vendor onto the Marina property to perform work.
21. **FUEL SPILLS:** All spills of oil, gasoline, or diesel fuel are the responsibility of the vessel owner and must be reported promptly to the Harbormaster. Clean up of any spill must meet all US Coast Guard requirements
22. **WALKWAYS:** The main dock and all finger piers shall be kept clear of, but not limited to dinghies, fishing gear, vessel equipment or personal effects. Mooring lines shall be stowed as to not impede foot or cart traffic. S.P.I.C. does not provide wash down hoses. Vessels will be moored so that no part (*including bow pulpits*) protrudes over walkways or a beam into adjacent slip areas. Vessel owner's hoses must not be left on main walkway or on finger piers. Any items left on main walkway or finger piers shall be confiscated and will become the property of the Sandy Point Improvement Company. Placement of a vessel in a slip, especially the vessels' anchor and bow sprit, must not interfere with foot traffic on the dock's main fairway.
23. **WHEELED DEVICES:** Skateboards, roller skates, in-line skates, motorcycles and similar wheeled devices are not permitted on the docks. Bicycles must be walked across the docks to and from a vessel.
24. **GATES & GUESTS:** Tenant shall not prop, wedge or otherwise leave a gate open for any reason. All guests must be accompanied by the Tenant.
25. **PARKING OF VEHICLES and VESSEL TRAILERS:** Vehicles must be parked in areas designated for vehicle or trailer parking or as directed by Harbormaster. Improperly parked vehicles may be impounded.
26. **TRAILER STORAGE:** Trailer storage for shareholders and guests is available at the Marina office per the current fee schedule. Please make arrangements with the Harbormaster.



- 27. MARINA KEY AND/OR SPIC SHAREHOLDER CARD LENDING IS PROHIBITED!** Violation will result in confiscation of the key and loss of shareholder privileges for a period of one year or a period of time to be determined by the S.P.I.C. Board of Directors.
- 28. SECURITY:** Shareholders and guests use the marina facilities at their own risk and will hold harmless the Sandy Point Improvement Company for any injury or other loss arising or resulting from the use of the entire Marina facility. In case of emergencies, vessel owners must have an emergency phone number visible on their vessel and on file with the Harbormaster and S.P.I.C. office. The Sandy Point Improvement Company will provide reasonable security through locked gates; however S.P.I.C. will not be liable for safekeeping of vessels and/or equipment
- 29. FIRE CODES & ELECTRICAL:** In accordance with all fire codes and regulations, all electrical connections made to the Marina receptacle shall be the U.L. approved, weatherproof, three wire grounded type. No other type of electrical connections will be permitted. All electrical wiring must meet the minimum amperage required as established by the National Electrical Code. Undersized cords will be disconnected by S.P.I.C. personnel without notice. Cords may not be affixed or secured to docks, nor allowed to cross main walkways except for end ties that require wire covers as determined at the S.P.I.C.'s sole discretion. Welding equipment and burning torches are not permitted anywhere in the Marina or aboard vessels in the Marina.
- 30. CORDS & LINES:** Electrical cords and/or mooring lines shall not be placed across the walkways. Specifically, electrical cords must run from electrical stands directly on to a vessel.
- 31. LAUNDRY:** Drying or airing of laundry or other apparel on the docks is prohibited.
- 32. MOORAGE RATES:** All moorage, launching and parking fees are set by the S.P.I.C. Board of Directors annually and are available at the Marina or S.P.I.C. office for review.
- 33. LIVEBOARDS:** No person may live aboard a Vessel moored in the S.P.I.C. marina.
- 34. CURRENT ADDRESSES:** All Tenants shall be required to keep the S.P.I.C. Marina office informed of changes of address and any changes to insurance coverage.
- 35. CHILDREN:** Children under twelve (12) years of age are not permitted on the docks at any time without the supervision of a parent or other responsible adult. All toddlers and any other child or person who cannot swim must wear a life jacket when on the docks or vessel decks. S.P.I.C. is not responsible for the health, safety or welfare of any children or any accidents that may occur to any other individual.
- 36. SWIMMING:** Swimming is prohibited within the Marina.
- 37. PETS, SEA GULLS, SEALS:** Owner/Tenants are responsible for the clean-up of any mess created by their pets. Failure to clean such a mess will result in a Twenty Five Dollar (\$25.00) charge per incident. Continual violation may result in eviction. Pets must be on a leash at all times and are not allowed in restrooms or marina building. Continued barking is not allowed. Owners/Tenants are responsible for all actions of their pets. It is against federal law to trap or snare sea gulls. Seals are also federally protected mammals



so please refrain from touching, harming or otherwise injuring them. Please report any dead or sick animals or marine life to the Marina office.

38. **SIGNS:** Unauthorized advertising signs shall not be displayed in the Marina or on a vessel without prior written Management permission.
39. **SELLING:** If Tenant is selling his vessel, Tenant must make arrangements to meet prospective buyers at the Marina. S.P.I.C. will not admit buyers to see any vessel in the Tenant's absence.
40. **COMPLIANCE PROCEDURES:** Any tenant failing to comply with the insurance requirement will be provided a fifteen (15) day written notice of opportunity to procure insurance. If the Tenant fails to comply within the permitted time, the Vessel of such Tenant may either be secured with ropes, chains or other equipment, or may be moved ashore. S.P.I.C. shall bear no liability for damage to the Vessel incurred in securing the Vessel or in moving it ashore. All fines and all costs incurred by S.P.I.C. in taking any of the foregoing actions, including, but not limited to haul out fees and storage charges, shall be the sole obligation of the Tenant and must be paid before the vessel is released to the Tenant.
41. **VIOLATIONS:** Violation of any of the above Rules and Regulations may result in the loss of any or all Marina and/or shareholder privileges for a period of one year or longer as determined by the S.P.I.C. Board of Directors.

**Sandy Point Improvement Company
Board of Directors**