

# RULES AND REGULATIONS -- USE OF CLUB PROPERTY

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## MARINA USAGE

Members in good standing of Cape George Colony Club may use the marina facility as space permits, subject to the rules and regulations as established. The Harbormaster shall administer the day to day operations of the marina for the Board of Trustees. In this capacity, the Club extends authority to the Harbormaster, through the Club Manager, to make decisions regarding Marina operations that are in the best interests of the Club.

Marina Tenants/Applicants for moorage or rampage shall be provided a copy of these Rules and Regulations and shall indicate their agreement to abide thereby by means of a signature to an appropriate statement on the application form at the time of application. A copy of the Rules and Regulations is available at the Office during regular business hours.

### 1. General

1. Boats moving within the marina basin shall proceed at SLOW speed and at speeds insufficient to leave a wake. It is the responsibility of each boat operator to be familiar with and use the Rules of the Road, U. S. Coast Guard regulations 80.5 and 86.10-1.
2. Members and guests shall deposit all trash and litter in containers provided; if such containers are absent or full, trash and litter shall be carried from the marina area. Cleaning of fish and shellfish shall be restricted to the provided fish cleaning stations. The user shall insure that the area is cleaned after each use.
3. Marina fees are on a yearly basis payable January 1st and delinquent thirty (30) days after. The marina year runs from January 1st to December 31st. Members assigned moorage shall pay a full year's fee if entering before September 1st. Members entering after September 1st shall pay a half year's fee.
4. Members using the Cape George Marina will provide the Harbormaster/Cape George Office with current email addresses, an emergency contact phone number and address whereby the member may be contacted at any time in case of an emergency or other issues pertinent to the Marina.
5. Any member who provides a ramp key, moorage space, or any other marina amenity to another member or non-member without authorization shall be subject to revocation of Marina privileges, such revocation to be at the direction of the Board of Trustees upon recommendation of the Harbormaster. A process of appeal to the Board of Trustees is provided to the member who, for cause deemed sufficient, has had marina privileges revoked.
6. Nothing in these Rules and Regulations shall be construed as to prevent the Harbormaster or the members from acting in the interests of preservation of life or property, or from granting assistance to vessels or persons in distress.

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7. The marina and adjacent areas, according to the covenants of Cape George Colony Club, shall be considered private property, and as such shall not be open to non-members or their vessels, except as provided herein or in times of distress as prescribed by Maritime Law.
8. Anyone using or visiting the Marina or its facilities does so at his/ her own risk. Cape George Colony Club does not assume any responsibility for loss or damage to property or personal injury.
9. Cape George Colony Club shall not be liable or responsible in any manner for a vessel's safekeeping or condition of its' tackle, apparel, fixtures, equipment and/or furnishings.
10. The Harbormaster will refer Marina rule violations to the Manager, The Manager may issue a Notice of Violation as a Warning, as a Conditional Penalty requiring remedial action or as an Unconditional Penalty including but not limited to notice of non-renewal of the slip rental (MISO4b). Penalties may be appealed to the Board of Trustees.- The Manager will notify the Member(s) of a rule(s) violation(s). The member will have 45 days to correct. Failure to comply with Marina rules could result in non-renewal of the assigned slip and/or loss of use of Cape George Marina. (Refer to MIS04 rules regarding violations and penalties.)

### **2. Moorage**

1. Unless space is available, there shall be one moorage space allowed to each membership. Subject to availability a member may rent a second slip on a month by month basis. Rates will be prorated monthly with a 10% surcharge. If a waiting list develops, the member shall relinquish the additional space within 30 days of notification.
2. Moorage is intended for members' boats that are currently registered and titled in full or in part by a Club member as evidenced by appropriate title documents. Boats shall be maintained in a safe operable condition, and periodically used. The following criteria must be met:
  - a. A moorage holder's boat must occupy the assigned moorage space at least 2 months of the year.
  - b. "Safe" means equipped and maintained so as to not represent an undue risk to marina infrastructure and adjacent boats. Display of a current US Coast Guard Auxiliary "Vessel Safety Check" sticker is encouraged and will be accepted as conformance with this requirement.
  - c. "Operable" means capable of entering and leaving the marina under individual effort, sail or power without outside assistance and shall be demonstrated at the Harbormaster's request. If inoperable, the member shall demonstrate operability within 45 days.

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3. Members who moor a vessel in the Cape George Marina, even on a temporary basis, shall maintain insurance in force and in good standing on the vessel. Proof of insurance must be provided at time of registration. The insurance shall provide Protection and Indemnity (Watercraft Liability) with a \$300,000 per occurrence minimum liability limit. Cape George Colony Club must be listed as an Additional Insured on the policy. As a condition of using the Cape George Marina, members and guests shall have documentation available (or on file at the Office) for the Harbormaster upon request, and at time of moorage and slip renewal. Failure to have such documentation may be grounds for termination of berthage privileges.
4. Boat size limitations are required due to the limited size and configuration of the marina. Boat width shall not exceed twelve (12) feet at the widest point unless authorized by the Harbormaster and approved by the Board of Trustees. Moorage fees will be based on boat length plus outdrives and/or extensions. Tonnage and draft are considerations for slip assignment. Owners may at their expense be required to provide an Engineer's report discussing the effects of tonnage, etc., on our piling/dock system.
5. Those assigned moorage space in any year shall have the right to equal space the following year.
6. All moorage locations shall be assigned by the Harbormaster.
7. Members shall attach a copy of current boat registration, title documents and insurance with Cape George Colony Club named as additional insured, to their annual renewal form.
8. Sale of a boat by a member shall not encumber the Harbormaster to provide moorage for the new owner. If the member purchases a similar new boat in size, etc., then the member can utilize the slip originally assigned to him/her.
9. The Harbormaster is authorized to assign/reassign moorage and to move boats for reasons such as (but not limited to) safety and improving boat traffic flow. Except in extreme emergency, the Harbormaster shall attempt to contact the owner regarding movement of his/her vessel within the marina. NOTE: Slip assignments are not to be regarded as permanent. The Harbormaster may reassign slips at any time to achieve the most efficient use of the limited available space. Movement of a vessel by the Harbormaster shall in no way hold the Harbormaster responsible for the safety of the vessel.
10. Tying alongside another boat (rafting) is not permitted at any time.
11. When in a moorage space, boats shall be secured with adequate mooring lines in a manner consistent with good boat-handling practice.
12. Failure of a member to remove a boat from a space on which moorage fees have fallen delinquent may result in reassignment of that space, and further shall be declared

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delinquent in the same sense as other assessments of the club, in accordance with those procedures as established in FIN03.

13. Boat owners are responsible for disposing of their own oils/fuels or other pollutants at an appropriate recycling facility. The Marina is not a storage facility for such materials.
14. Waste discharge: Members moored in the marina are required to comply with all applicable local, state and federal regulations regarding waste discharge. Any member who fails to comply shall be subject to fines and or revocation of Marina privileges.

### **3. ELECTRICAL USE**

1. Electrical connections are available throughout much of the marina. Shore power is defined as: electrical connection that powers the boats 120 volt system or boats using power for 24 continuous hours or more. Annual Shore power fee will apply where any electrical connection is other than temporary intermittent daytime use for tools, etc. The Shore power annual fee will be paid in advance for the calendar year as part of the yearly dock fee or within 30 days of assignment to a slip with intended use of Shore power. It is the sole discretion of the Harbormaster or Association Manager to determine whether electrical connection is being used for temporary intermittent daytime use or is being used for Shore power.
2. It is the boat owner's responsibility to provide an adequate and safe connection from the dockside power supply to the boat. Any connecting cable deemed inadequate by the Harbormaster must be replaced. It will be the owner's responsibility for any mishap and damage to boats and docks, etc. resulting from the electrical connections and electrical equipment used.  
**All shore power cords connected at any Marina electrical pedestal must be an exterior grade cord designated by the NEC as SO, ST, or STO rated, and must have an AMP capacity rating which matches or exceeds the rating of the pedestals. Pedestals are rated at 30 amps. Also, these cords must have marine grade weather proof boots on both ends of the cord, per OSHA/NEC.**
3. Routing of electrical hookups along the dock surface must be done in a manner which will not present a hazard to those using the dock.
4. Use of this service for continuous operation of onboard appliances should be kept to a minimum where possible. When it becomes necessary to use a cabin heater it must be UL approved, thermostatically controlled, a permanently sealed radiator type heater of 1500 watts or less.
5. ***The Harbormaster is authorized to randomly check electrical connection and electrical consumption of boats.***

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6. Refusal to comply with these regulations will be a violation of the agreement, which will result in a discontinuation of service.

### **4. SUBLEASING MOORAGE**

1. Subleasing of moorage is encouraged subject to the following:
  - a. Members may contact the Harbormaster to determine if a temporary moorage vacancy is available.
  - b. The Harbormaster will assign temporary moorage with agreement of the moorage holder on a month to month basis.
  - c. Members subleasing shall pay the current lease fee for the moorage plus electricity fees, if desired. These sublease fees shall be prorated on a monthly basis. Two checks for payment shall be submitted to the Office by the sub leaser, one for Cape George, and one to the original leaser. The Office shall forward the check for one half of the payment to the original leaser.
  - d. Sub-leasers shall provide the Office with a copy of current boat registration and insurance and if applicable, trailer registration and trailer license number upon completion of a sublease agreement.
  - e. Members subleasing moorage will be required, at the direction of the Harbormaster, to move their boats to another space or remove their boats when the moorage holder returns.

### **5. TEMPORARY MOORAGE**

1. Guests of members shall be assigned temporary spaces as available. Reservation must be made in advance with the Harbormaster. The Harbormaster shall reserve at least one moorage space of 16 feet or greater. Guests shall possess a valid Guest Card while in the marina area. Guest Cards are available at the Office.

### **6. WAITING LIST**

1. A waiting list shall be maintained by the Office. A member's position on the list shall be in order of application, specific to their chosen slip size. A change in chosen slip size will be treated as a new waiting list application. Members who lose or relinquish assigned moorage shall, upon application, be placed on the bottom of the waiting list.
2. Waiting list applicants shall pay an annual fee to be included on the waiting list.

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3. All monies collected from the applicant will be credited to his/her slip fees when an offered slip is paid for. If the applicant declines the offer of a slip, he/she will be moved to the next position on the same waiting list and the slip will be assigned to the next member on the list. If the applicant declines the offer of a slip a second time, he/she will be moved to the bottom of the list without forfeiting the waiting list fees.

If applicants remove themselves from the waiting list they will forfeit their fees.

4. A member has 30 days from the date of the offering letter to accept the offered slip by paying in full the moorage fees OR the offer of the slip will automatically expire.

In addition, the member has up to 60 days from the date of acceptance to supply to the office proof of ownership, boat registration, and insurance documentation. Until these documents have been supplied, no boat may be placed in the slip. If either the moorage fees are not paid within 30 days, or the required documentation is not provided within the 60-day time period, the member shall forfeit his/her assigned slip and prorated moorage fees accumulated during the waiting period. He/she may reapply and start at the bottom of the waiting list and the slip will be assigned to the next member on the waiting list.

5. Applicants shall designate slip size desired from three choices:

\*20' or under

\*Greater than 20' but less than 29'

\*Over 29'

6. Measurements should be of overall length of vessel including outdrives, bowsprit, dinghy, davits, etc.
7. Keeping contact information current is the responsibility of the applicant and reasonable effort will be made by Cape George Colony to contact applicants when slips become available. Moorage fees will be paid in full within 30 business days of a new slip assignment or offer of a slip will be forfeited.

### **7. LAUNCH AND RAMPAGE**

1. Rampage shall be charged for a full year regardless of the date of application.
2. Members are not permitted to launch a personal watercraft (jet ski) on Cape George properties without prior Board authorization.

### **8. PARKING AND STORAGE**

1. Boat trailers may be parked in the area south of the marina as designated by signs, subject to payment of the applicable parking fee and to the following conditions:
  - a. Member's name must be displayed on boat trailers and license number of the trailer must be provided to the office on the moorage registration form. Boats stored in the

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South parking lot must be insured. Cape George must be added as an "Additional Insured" on the member's insurance policy.

- b. If there is a waiting list for parking spaces, each member may store only one boat trailer.
- c. All boats and trailers parked must be in operable condition. Inoperable condition is defined as stripped, wrecked or otherwise not operable due to mechanical failure or inability to maintain flotation. Once a boat/trailer is determined to be inoperable due to mechanical failure or inability to maintain flotation, it must be removed from the Marina within forty (45) days unless other arrangements have been made with the Harbormaster.
- d. Members with rampage who do not pay for boat and/or trailer storage and guests of members may store their boat and/or trailer for no more than twenty-four (24) hours in designated 24 hr. parking lot without the approval of the Harbormaster.
- e. Rampage or moorage is required with all trailer parking.

### **9. KAYAKS, DINGHYS, ROWING SHELLS, OTHER NON-MOTORIZED VESSELS**

- a. No vessel will be placed in storage or put on racks at the Marina without the approval of the Harbormaster and payment of fees.
- b. All vessels will be assigned a sticker by the Office to affix to their vessel identifying owner and owner contact information.
- c. Dinghy's and Tenders must be stored in a way that does not interfere with neighboring boat trailer ingress/egress and Marina grounds maintenance.

This policy replaces all prior Marina policies.

Adopted by the Board of Trustees, November 13, 2014.

Adopted by the Board of Trustees, February 11, 2016.

Adopted by the Board of Trustees, November 10, 2016

Adopted by the Board of Trustees, November 16, 2017

Adopted by the Board of Trustees, August 16, 2018

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Katie Habegger, President

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Ray Pierson, Vice President