



## **Key Allegro Marina Rules and Regulation**

**For the safety and enjoyment of the marina, all vessel owners, their crew and guests must abide by the following rules and regulations:**

### **Section 1 Regulations for Mooring Vessels**

#### **1.1 Laws and Regulations:**

Violations of any city ordinances, state or federal laws, or violation of any regulations of city, state, or federal agencies shall be cause for the Marina to terminate the Vessel Owner's Dockage Agreement immediately and to cause the immediate removal of the Owner's Vessel from the Marina. Vessels shall conform to all federal, state and city regulations concerning Vessel safety and equipment. Vessel Owners must verify their current federal documentation or state registration for all Vessels berthed in the Marina and be listed as a Legal Owner on such papers, to the satisfaction of the Marina.

#### **1.2 Mooring:**

The Marina assumes no responsibility for improperly moored Vessels or improperly tied lines. A minimum of 3/8" nylon line is required. The Marina reserves the right to replace defective lines when necessary and to charge the Vessel Owner for the cost of such replacement.

#### **1.3 Sinking and Leakage:**

Should Owner's Vessel sink in the Marina, Owner agrees to remove this Vessel within 24 hours of sinking. Marina may move or have the vessel removed at the Owner's expense. Any Vessel experiencing more than normal leakage must be repaired or removed from the Marina. Owners or Operators are responsible for pumping out their Vessels, as necessary. However, should an emergency develop whereby the Marina uses its' equipment and/or manpower to pump out a Vessel, in Owners absence, such as the breakdown of a bilge pump, leads, bad lines,

or any other cause, the Marina is authorized to make any necessary repairs as economically as possible which will then be charged to Vessel Owner. Nothing herein gives rise to any cause of action, 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, and its' employees or agents.

**1.4 Extending Objects:**

Vessels with bow pulpits or other extending objects from the bow or the stern of the Vessel must be tied back so said object does not extend over the top of the docks or beyond the end of the pier into the water way. Vessels with swim platforms, outboard motors, rudders, and other extending objects from the stern must not extend to the fairway. Exceptions to this rule need Marina approval.

**1.5 Transient Vessel:**

All transient Vessels must dock and register with the Marina to be assigned a slip. Check out time for all transient Vessels is 12 noon. Any Vessels remaining in the Marina after that time will be charged an extra day unless prior arrangements have been made with the Marina.

**1.6 Water Discharge:**

**DISCHARGE OF HEADS, VESSEL TOILETS, OR HOLDING TANKS INTO THE MARINA IS A VIOLATION OF THE UNITED STATES COAST GUARD REGULATIONS AND THESE RULES.**

Emptying or portable toilets in the restrooms is prohibited. Waste oil must not be disposed of at the Marina, but be disposed of by the Owner in accordance with federal regulations.

**DISCHARGE OF OIL INTO THE MARINA IS A VIOLATION OF U.S. COAST GUARD REGULATIONS AND THESE RULES.**

**1.7 Vessel Condition:**

Vessels docked in the Marina must be seaworthy and be capable of moving under their own power. No Vessel shall create a fire hazard, a sinking hazard, or an unsightly condition. All Vessels shall be properly moored. All Vessels must be kept in neat appearance.

**1.8 Auxiliary Craft:**

Owner covenants and agrees that all additional Vessels or Crafts, including, but not limited to: runabouts, rowboats, dinghies, and life rafts, must be placed on Davits or physically on the Owner's Vessel so as not to extend beyond Owner's Vessel and Owner hereby covenants and agrees if such Craft are not capable of being stowed or stored in accordance with this covenant, a separate slip, if available, will be reserved and contracted from the Marina.

## **Section 2**

### **Regulations Regarding Operations within the Marina**

**2.1 Marina Jurisdiction:**

Any Vessel that enters the Marina immediately comes under the jurisdiction of the Marina. Accordingly, Vessel Owners must follow the instructions of the Marina for the safety and the well-being of all persons and Vessels using the Marina.

## **2.2 Accident Procedure:**

A responsible representative of each Vessel shall immediately report to the Marina, the time, place, cause and circumstances of any accidents or injury to a passenger or other person, damage to any property, in which a Vessel is involved within the Marina premises, and within 24 hours shall submit such information in writing to Marina.

## **2.3 No Wake Speed:**

All Vessels operation in the Marina waters must proceed at idle and no wake speed, so as to prevent damage or injury to any person or property. **VESSEL OWNERS ARE LIBLE FOR ANY AND ALL DAMAGE CAUSED TO ANY PERSON OR PROPERTY BY VESSEL WAKE.**

## **2.4 Marina Depth:**

The Marina will take reasonable measures to maintain adequate depth in the Marina but the Marina shall in no event be held responsible for the Owner running aground in any portion of the Marina or its' accesses, nor shall the Marina be responsible for submerged objects such as mooring cables and other devices. Owner shall be responsible for the operation of the Owner's Vessel within the Marina area and knowledge of all Marina and access depths and submerged objects shall be the sole responsibility of the Owner, and the Marina assumes no duty to notify or warn Owner in connection thereof.

## **2.5 Safety Laws, Rules and Regulations:**

Owner agrees to comply with all laws pertaining to Marina Operations, all safety rules and provisions, speed limits, warning signs and any and all indications for public and private safety.

## **2.6 Auxiliary Craft Operations:**

Operation of Auxiliary Craft, including, but not limited to: Jet Ski, wet bikes, and wave runners within the Marina shall be at "idle speed" only. Storage of all Auxiliary Craft shall be securely upon the Vessel and if such Craft are left in the water for any extended period of time they shall be considered extensions of the Vessel and additional rental may be charged for such extensions if the Vessel and or the Auxiliary Craft extend beyond the end of the dock. Such Craft may not be stored on trailers within the Marina premises without payment of the applicable 'dry storage' fees.

## **Section 3**

### **General Regulations of the Marina**

#### **3.1 Damage Marina Property:**

Owners or Operators of Vessels shall immediately reimburse Marina for any damage or defacement which they, their guest, or their Vessel may cause to the Marina property. Dockage Agreement will not be renewed with Owners or operators who have not satisfied such outstanding obligations within 30 days of the occurrence of such damage or defacement.

#### **3.2 Open Fires and Grilling:**

Open fires and grilling are not permitted on the docks or piers. Barbecue pits and grill are not to be used on Vessels while in the slip.

### **3.3 Hoses, Electrical Lines and Water Usage:**

Hoses and electrical lines may not run across the docks. Water supply hoses of unattended Vessels shall be disconnected.

### **3.4 Consequential Loss, Utility Service Interruption:**

The Marina is not responsible for any loss to food or any other personal property stored upon the Vessel resulting from interruption or discontinuance of electrical service, or for any other reason whatsoever. Any electrical, mechanical or structural failures must be reported to the Marina immediately so that such failures may be repaired.

### **3.5 Storage on Docks and Dock Boxes**

Docks and finger piers must be kept clear of stored materials. Vessel Owners shall not store supplies, materials accessories or debris on walkways. All dock boxes or any other fixture, device, or appurtenance to be attached or made a part of the dock or any common area must be furnished or approved in writing by the Marina Management. Installation must be performed or approved by Marina to prevent damage to Marina property.

### **3.6 Repair and Maintenance**

Repair and Maintenance of dock facilities must be performed by Marina Personnel only. Only Marina employees or agents will perform alterations or additions to dock facilities. Painting, scraping or repairing of gear shall not be permitted on the marina docks or finger piers, unless approved in writing by the Marina. Routine maintenance and minor repair necessary for the preservation and seaworthiness of the vessel such as mechanical adjustments, minor painting, leak seals and rot prevention may be performed within the Marina. 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 the Marina. **No other repairs or maintenance may be performed in the Marina without the Marina's prior written consent.**

### **3.7 Parking**

All Vessels Owners and Operators are expected to be considerate of other boaters with respect to parking spaces. If you boating party consists of more than one vehicle, the other vehicles must be parked in less crowded areas. **Short term parking of RV's and campers is strictly prohibited.** Vehicles parked in the "No Parking" areas or areas that are not designated as parking spaces will be towed away at the Owner's expense. Guest parking may, at the Marina's election, be regulated or limited. If more than three guest vehicles are to be parked on premise at any time, the Owner shall notify the Marina.

### **3.8 Laundry, Refuse, and Miscellaneous:**

Laundry shall not be hung on Vessels, docks, or finger piers in the Marina. Refuse and garbage must not be thrown overboard. Garbage in plastic bags shall be deposited in cans and/or dumpsters supplied for that purpose. Notify Marina for anything that will not fit in these cans. **NO PERSON SHALL DISCHARGE OIL, SPIRITS, OR FLAMMABLE LIQUID INTO THE MARINA WATER OR TRASH RECEPTACLES, UNDER ANY CIRCUMSTANCE WHATSOEVER.**

### **3.9 Disorderly Conduct:**

Disorderly Conduct by a Vessel Owner, employee, visitor, Guest, Family or other will cause the immediate removal for the Marina of the Vessel in question. Public Intoxication, profanity or abusive language directed to anyone will not be tolerated. The guest of a Vessel Owner who causes or threatens harm to the person or property of any other Vessel Owner, Marina Employee, or member of the public will be subject to immediate removal from the Marina. Noise shall be kept to a minimum at all times. All persons using the Marina shall use discretion in operating engines, generators, radios, and television sets, so as not to create a nuisance or disturbance.

**3.10 Pets:**

The Owner must control Pets, when on Marina Property, at all times. Pets must be on a leash and in or on the Owner's Vessel at all times. Pets ARE NOT to be left chained or tied to the catwalks, docks, or sidewalks. If a pet soils Marina property, the Owner must clean it up. Pets are restricted to normal domestic animals.

**3.11 Commercial Activities:**

Solicitation or advertizing for any purpose on the water or land areas of the Marina is prohibited, except as specifically authorized in writing by the Marina. Your Vessel and Dock are not to 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 of the Marina. Owner shall not permit any solicitors, brokers, salespeople and/or unauthorized agents on Marina Property. Owner warrants that the vessel is used for pleasure or business entertainment only and that the Owner is not in the business of selling Vessels of any other marine equipment.

**3.12 Swimming Fishing and other Miscellaneous Activities**

Swimming or diving is prohibited. Fishing is prohibited within the Marina except from the Boater's slip area only. Fish Cleaning is allowed in designated area only. Please do not place fish/bait in trash cans. The discharging of fireworks is prohibited.

**3.13 Vessel Equipment:**

Only manufactured boat fenders are approved by the Marina. Homemade fender and tires are prohibited. The Marina must approve any fender or similar equipment to be attached to dock.

**3.14 Sailboats**

All Sail boats must have Halyards tied or secured. Sail boat must be operated under power within the Marina.

**3.15 Release or Vessel:**

Owner's Vessel shall not be released from dockage unless and until Owner pays Marina any and all fees and charges required there under.

**3.16 Insurance**

Vessel Owners must carry insurance. Marina will not be responsible for damage or loss to Vessels or equipment.

**3.17 Admittance:**

Admittance to the Marina is restricted to the Marina's customers and their guests. All guests of Vessels Owners are subject to all Marina rules and regulations.

### **3.18 Marina Wi-Fi**

By connecting to the Marina Wi-Fi service you are agreeing to follow all of the Key Allegro Marina Wi-Fi Rules.

Key Allegro Marina Wi-Fi is for Tenants ONLY. You may not give out the Wi-Fi password to any unauthorized persons.

Use of the Key Allegro Marina's Wireless Network is entirely at the risk of the user. Key Allegro Marina is not responsible for personal information (e.g. credit card) that is compromised, or for any damage caused to your hardware, or software due to electrical surges, security issues or consequences caused by viruses or hacking. All wireless access users should have up-to-date virus protection on their personal laptop computers or wireless devices. Key Allegro Marina is not responsible for any loss, injury, or damages resulting from the use of the Library's wireless connection.

Although the wireless Internet service is usually available, it is not guaranteed and during times of high use or technical problems, the wireless service may not be available. Key Allegro Marina's Wireless network is subject to periodic maintenance and unforeseen downtime. Signal strength and performance will vary within the Marina depending on the location of the equipment that produces the radio signals.

Patrons should be familiar with their own personal wireless devices and should have basic knowledge of how to connect their own devices to a wireless network. Key Allegro Marina Staff will not provide technical assistance with personal devices or configurations and cannot guarantee that you will be able to make a wireless connection. If you are having trouble accessing the Internet over this connection, the staff will verify the marina's wireless connection is up and running. For any other issues you will need to contact your own technical support.

Any restriction or monitoring of a minor's access to Key Allegro Marina's wireless network is the sole responsibility of the parent or guardian.

Your usage will be monitored. Abuse and excess usage will result in blocked access to the Key Allegro Wi-Fi.

The Services may not be used in ways that violate applicable laws or regulations.

The Services may not be used in a manner that precludes or significantly hampers network access by others.

Key Allegro Marina's Wi-Fi policy may be amended at any time.

By my signature I certify that I have read and understand the rules listed above. I agree to follow the above rules and understand that failure to do so may result in my removal from Key Allegro Marina.

\_\_\_\_\_ Signature

\_\_\_\_\_ Printed Name