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Marina Rules and Regulations

Washburn Marina promotes the boating lifestyle and takes a leadership position in providing clean, safe and FUN boating to our Community. We strive to create an inviting atmosphere to all boaters and guests by providing the following rules and regulations for everyone's protection. Your cooperation in observing them is appreciated.

All users of Washburn Marina (the Marina) agree to use the Marina and all facilities at his/her sole risk and assume such risk. The Marina does not assume liability for the care, protection and security of any vessel or personal property. User agrees to make no claim against the Marina for any loss of property by theft or burglary or any accidental damage or injury to person or property at the Marina caused by acts of God or by the Marina, excepting gross negligence or willful misconduct, during the term of stay. User shall indemnify and hold harmless the Marina from any claims, suits, actions, damages, liability or expense (including attorney fees) in connection with any injury or damage, unless due to the willful misconduct or gross negligence of the Marina. All users of the Marina keeping a boat at the Marina for any length of time agree to maintain a minimum of \$500,000 liability insurance and hull insurance to the value of the vessel and its appurtenances while at the Marina, showing the Marina as additional insured on the vessel liability insurance. An active Certificate of Insurance must be on file with the Marina.

1. **ENTERING MARINA:** When a vessel enters the Marina, the vessel, crew and guest must comply with the Marina Rules and Regulations. Vessels entering and moving throughout the harbor shall be under power and respect the "no wake" zone.
2. **SECURING VESSEL IN SLIP:** Vessels shall be secured in a slip in a proper and safe manner. The Marina is under no obligation and assumes no responsibility to assure this is the case. However, any vessel discovered by the Marina to be improperly moored may be properly secured by the Marina and the Owner will be charged for any labor, lines, supplies or equipment necessary to properly secure the vessel. Bowsprits, boomkins, davits or any part of the Vessel may not protrude over any portion of piers. Boat length inclusive of all ancillary equipment may not extend beyond the finger pier by more than 5 feet and must have a beam which is 18 inches off the center line of slip in use, either side.
3. **VEHICLE PARKING:** Owner shall have the right to use the parking areas as designated by the Marina from time to time for parking no more than two (2) personal vehicles while on the vessel. Permission from the Marina must be obtained in advance for recreational vehicle parking for storage only at the current posted daily fee. Overnight use of recreational vehicles/campers/tents is prohibited.
4. **NOISE:** Noise should be kept to a minimum at all times. Owners shall use discretion when operating engines, generators, radios, television and other equipment so as not to create a nuisance or disturbance. Between the hours of 10 pm and 7 am are considered "quiet time." Repeated violation of this rule and/or disorderly conduct will constitute grounds for eviction without refund.
5. **PROVIDING ACCESS TO VESSEL:** The Owner will provide the Marina with necessary combination, keys or other device to enter vessel and keys or instructions to start motor at all times in which the vessel is in the Marina. Vessel may be accessed and/or moved by Marina staff in the event of an emergency or for requested service work or for periodic inspection for safety and condition to determine compliance with rules or if vessel presents a hazard to the Marina or other vessels.
6. **COMMERCIAL USE:** Use of a slip for commercial purposes is prohibited unless the Marina gives written authorization. Compliance with commercial operations regulations will apply and authorization is at the sole discretion of the Marina. The Washburn Marina is primarily a recreational facility and the peaceful and safe enjoyment for all is of primary concern.
7. **CONDITION OF VESSEL:** Owner shall, at all times, maintain the Vessel in a safe, seaworthy condition and shall not allow it to constitute a safety hazard. If, in the Marina's sole opinion, the condition of the Vessel at any time creates a safety hazard, the Marina may, but shall have no duty or obligation to, take any actions necessary to abate the hazard, including without limitation, moving the Vessel to another slip in the Marina or removing the Vessel from the Marina. Should the Marina take any action, Owner shall, upon receipt of invoice, pay the Marina for the services provided and shall reimburse the Marina for any costs and expenses incurred. This includes but is not limited to battery charger and charged batteries, automatic switch for bilge pump, proper boat wiring and shore connection, through-hull and scupper hoses and connections, fuel lines and fittings, dock lines.
8. **OWNER PERFORMED MAINTENANCE:** Owner is permitted to perform routine maintenance on his/her vessel. All work must comply with the Marina's Environmental Best Management Practices, a copy of which is available at the Marina or via request. Any project affecting greater than 25 percent of the vessel's surface or sanding/grinding of any of the vessel's surface requires prior approval from the Marina. Only light maintenance shall be allowed while vessel is in slip in a manner that does not disturb, damage, endanger or interfere with other vessels, their owners, the Marina and facilities, or any other natural or man-made resource.

9. **SUBCONTRACTOR POLICY:** Owner agrees that no outside contractor shall work on the vessel while it is at the Marina without obtaining prior approval from the Marina and signing the Outside Contractor's Policy agreement. Such contractors or vendors may obtain permission to work on vessels in the Marina subject to certain conditions, regulations, insurance requirements, and administrative surcharges, established by the Marina to protect the Marina and its customers. Owners and subcontractors may be disallowed from performing work on vessels in the marina for violation of any Marina Rules and Regulations and/or the Marina's Environmental Best Management Practices.
10. **SIGNS AND ADVERTISING:** No "For Sale" signs or other signs or forms of advertising shall be placed on the vessel, slip, and/or other equipment or in other areas within the Marina without permission from the Marina. All approved signage must not exceed 15" x 24" and must be securely affixed to the sale item or display fixture. The Marina reserves the right to remove any non-approved sign without notice to the owner. The Marina's address shall not be used for business purposes without the permission of the Marina.
11. **ITEMS ON PIERS/WALKWAYS AND AT SLIP:** No equipment, storage boxes, steps, grills or other items shall be placed on piers and/or walkways, temporarily or permanently, without written approval from the Marina. Dinghies, tenders or other such ancillary equipment shall be stored in a designated area or within the confines of the slip and shall not impede pedestrian, vehicular or vessel traffic or allow the vessel to extend beyond the 5' overhang allow of the finger pier. Owner shall maintain the Slip and immediately adjacent areas in neat and clean condition. Items stored inside approved storage containers shall not be hazardous or explosive in nature.
12. **SECURING ITEMS TO PIERS AND SLIPS:** Owner shall not secure or place any storage locker, fender material, steps, or any other fixture to piers or slips without the Marina's permission. Owner shall not decorate, change, or make any alterations to the piers or slips.
13. **SHORE POWER CORDS:** Shore power cords, which are plugged into the Marina's electrical service and the vessel, must be properly secured to prevent draping into the water and must not cause excessive tugging or stress on the utility pedestal. Shore power cords deemed inadequate or unsafe by the Marina will be disconnected from service. Owners will be advised of the need to replace. Shore power cords are not to be left on the pier while vessel is not in the slip. Those left behind will be removed by the Marina and will be returned at the Marina's convenience.
14. **COURTESY DOCK CARTS:** Carts are provided to the Marina's customer as a courtesy, and the prompt return to the appropriate area is expected. For safety reasons, the Marina prohibits any person from riding in a cart.
15. **SWIMMING, FISHING AND WHEELED TRAFFIC ON PIERS:** For the protection of people and equipment utilizing the piers and docks at the Marina fishing, and the use of bicycles, skateboards, in-line skates and other such wheeled equipment are prohibited. Swimming in the marina is prohibited due to dangers that stray currents present in a marina environment.
16. **PETS:** Pets shall be leashed at all times and toileted in designated grassy areas only. All pet waste must be collected and properly disposed of in a trash receptacle. Pets are not allowed in picnic area at any time. Unruliness, excessive noise or violations of the pet waste policy will cause a pet to be banned from the Marina.
17. **USE OF PUBLIC SPACES:** Public spaces are available for use to all boaters utilizing the Marina. Respect of the facilities and cleaning up after individual use is expected. The Boater's Lounge may be reserved for special functions as approved by the Marina. The lounge shall not be used for overnight accommodations. Any misuse of the facilities will be grounds for excluding individuals or groups from the privilege.
18. **UTILITY OUTAGES:** The Marina shall not be responsible for utility interruptions or outages or the results or damages caused by such events. Utilities include but are not limited to electric, water, WiFi, fueling station, and pump-out. The Marina does not supply utilities after October 15 or before April 30 of each year.
19. **FIRES AND DANGEROUS CONDITIONS:** Causing or permitting charcoal fires, gas grills or any other type of open flame beyond the interior cabin of the vessel, on the piers and/or in the slip is prohibited. Grill stations are provided by the Marina in designated areas on the property for use by Owners when needed. Fires of any type, in any form, are strictly prohibited on shore, except those facilities provided by and approved by the Washburn Marina and Washburn Harbor Commission.
20. **SMOKING AT FUEL PIER:** No smoking is permitted within 50 feet of the fueling pier or while onboard any vessel at said pier, or within 50 feet of fuel storage tanks.
21. **RECYCLING AND ENVIRONMENTAL COMPLIANCE:** The Marina is a WI Clean Marina and thereby an environmentally proactive facility. Owners and their guests are asked to recycle all waste materials in the provided bins and containers. Oil absorbent material is required in the bilge.
22. **DISCHARGE, SPILLS AND WASTE:** No waste material, discharge waste or other foreign material is allowed in the Marina's Harbor. The Owner must immediately notify the Marina and the appropriate governing authority of any discharge or spill and Owner will be responsible for all fines and costs resulting from such activity. Improper discharge includes but is not limited to garbage, oil, fuel, sewage and pet waste.
23. **VIOLATIONS:** Violations of the above rules and regulations, or disorder, depredations, or indecorous conduct by an Owner, crew, agents, or guests that might injure or annoy other persons, or cause damage to property shall be cause for immediate removal of the vessel in question and termination of the Agreement at the discretion of the Marina. Violation of any city, county, state, or federal ordinance, statute, or regulation shall be cause for the Marina to terminate any and all agreements immediately and exclude the Owner and his Vessel from the Marina.
24. **CHANGES TO RULES AND REGULATIONS:** The Marina reserves the right to amend or make additions to or deletions from the Rules and Regulations from time to time. Posting on premise, mailing or emailing of one copy to the Owner to the address given on the Agreement shall constitute sufficient notice of said changes.