

Docks & Slips

Rules and Regulations

Harbour Woods

1. **An occupancy form** must be filed as directed by all slip OWNERS before the next season.
2. **Access** to the docks will be via number button pad. The combination is not to be shared with any person other than the boat slip OWNER (OWNER) or TENANT. Guests are not to be given the combination. Boat slip OWNERS will be informed of periodic changes to the combination.
3. **Insurance** must be maintained by all dock occupants. Policies must have liability and property damage coverage of at least \$300,000 and provide the Association with a Certificate of Insurance and a copy of your current boat registration. Both the Certificate of Insurance and the registration **MUST** be in the same owner's name.

TENANT will provide a Certificate of Insurance and a copy of the current registration to the slip owner(s) and to HARBOR WOODS ASSOCIATION (ASSOCIATION). This certificate of insurance and registration must be attached to the TENANT Occupancy/Lease and presented to the Dock Master before Tenant arrives at the slip. Both the Certificate of insurance and the Registration must be the same owner.

The liabilities for any damage to boats that are berthed as a result of a lease agreement are those of the vessel OWNER and/or the boat slip OWNER. Harbour Woods Association bears no responsibility for damage to a vessel that is incurred in a lease arrangement. All lease agreements must be approved by the Board prior to the vessel entering the slip. **Failure to comply with this rule will result in a \$25 per day fine to the boat slip owner.** Please be sure that your requested lease agreements are submitted in a timely manner for approval.

LIABILITY: TENANT shall be solely responsible and liable for any and all costs arising from use of the slip and shall indemnify and hold harmless the OWNER and the ASSOCIATION from any and all loss, damage, liability, and counsel and legal fees arising out of loss, damage or injury to or death of any and all persons including agents and employees of the TENANT and any and all damage to property, either directly or indirectly caused by, arising out of, in connection with, or incident to this AGREEMENT. TENANT shall be responsible for and shall pay for any damage sustained to the dock or any ASSOCIATION property as a result of any action, any lack of action or neglect by the TENANT or any TENANT guest.

INDEMNIFICATION: The TENANT, for good, valuable and sufficient consideration, acknowledges releases and forever discharges the OWNER and HARBOUR WOODS ASSOCIATION from any and all manner of claims, causes of action and or suits or any other damage whatsoever, in law or in equity against the same OWNER and/or HARBOUR WOODS ASSOCIATION.

4. **Occupants other than OWNERS:**
Leasing a dock slip is permissible on a per season basis. If you wish to rent your slip please carefully review the lease agreement in the occupancy form. Any financial arrangements you make with a renter are between you and the TENANT, although we suggest that slip rental pricing be competitive with nearby commercial marinas.

All leases will be from **April 1 to November 1**. All renters must vacate the rental slip no later than **November 1**. All leases terminated on November 1 of last year and renewals with same renter for the following year are new leases. Winter rentals are discouraged by the Harbour Woods Association. If there is a request for a winter rental it will be considered by the Harbour Woods Association Board on a case-by-case basis.

ASSIGNMENT AND SUBLETING: TENANT shall not assign this agreement nor sublet the Boat Slip. The TENANT shall not allow any other vessel to occupy the rented slip.

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OWNERS may allow friends to use their slip, only by notifying the Dock Master 48 hours in advance. If the stay is more than 48 hours, a copy of the visitor's insurance document and a contact phone number must be given to the Dock Master. If the stay is more than seven days it will be considered a lease. Filing the lease form will be required.

5. **Utilities:** The slip OWNER shall be responsible to pay for all electricity used, including an equal portion of the de-icer electric bill. The OWNER may make the reimbursement of charges for electricity, by the TENANT, to the OWNER, part of the lease agreement. However, it remains the responsibility of the OWNER to pay the electric bill for the slip. Water shall be provided by the ASSOCIATION.
6. **Winter De-Icers** are put in place after November 1st. Their function is to protect the docks. Once placed, they must not be moved without authorization from the Dock Master.
7. **Commercial activity** from the docks is strictly prohibited. This includes chartering and boat sales, including "for sale" signs on any vessel. A breach of this rule will result in the immediate termination of a TENANT lease and/or a fine set by the Harbour Woods Executive Board on the occupant.
8. **Living aboard** any vessel in the marina may not exceed ten nights per season.
9. **Slip Neatness:**
 - Vessels may not be tied so that any portion of the dock's main walkway is impaired.
 - No boat may project more than six feet beyond the end of the finger pier.
 - No part of a boat may protrude over the walkway so as to impede safe movement.
 - Do not stow supplies, material accessories or debris on the walkways or fingers.
 - OWNER agrees to allow TENANT use of the dock storage locker
 - TENANT shall hold OWNER or HWA harmless from any theft or damage to boat or dock boxes.
 - Winter boat wraps should be removed by May 15th.
10. **Refuse** must be deposited in the receptacles provided for that purpose. All refuse that cannot be accommodated by the receptacles must be removed from the premises.
11. **Charcoal, open flame or grill fires** are not permitted in the marina area.
12. **Noise** will be kept to a minimum at all times. Generators, motors and radios are noise makers and must be controlled.
13. **Halvyards** must be secured so as not to make any noise.
14. **Swimming** is not permitted from the docks or finger piers.
15. **Laundry** shall not be hung on boats or finger piers. Towels, bathing suits and boat washing paraphernalia may be put out on a boat to be dried. All of these must be stowed and be out of sight when boat OWNER or TENANT leaves the dock.
16. **Parking** is restricted to marked spaces only. TENANT may only bring one vehicle onto the property. Those visiting slip TENANT must park off property and walk to the docks, or arrive in the TENANT vehicle.
17. **Cleaning fish** is strictly prohibited in the marina area.
18. **Clubhouse, pool and clubhouse deck** are reserved only for condominium residents, condominium unit renters and their guests. Slip ownership or rental does not confer pool or clubhouse privileges. The

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clubhouse bathrooms may be used by all dock occupants. Bathrooms are accessible by the top deck entrance.

19. **Emergencies:** If during the Occupant's absence, an unsafe or emergency situation arises in which the docks or other boats are placed in jeopardy by the Occupant's boat, the OWNER or the ASSOCIATION is hereby authorized to board the BOAT and take any action necessary to mitigate the hazardous condition. Any expense associated with such action taken shall be the responsibility of the Occupant.
20. **Dock modifications:** Occupants shall make no modifications, alterations or additions to the dock.
21. **End dock**
 - The End Dock is to be used only for the emergency docking of vessels from our own marina, which shall include movement of vessels to the End Dock because of tide and depth issues for up to 12 hours. This time limit may be extended by the Dock Master.
 - The End Dock is also available for use by guest vessels visiting specific slip owners who must be present during the guest vessel's stay. Guest vessels are limited to stays of 48 hours, which may be extended by permission of the Dock Master. The end dock is not available to guests of TENANT, nor may TENANT guests use empty slips that belong to someone else.
 - Parties or other social gatherings on the End Dock are prohibited.
22. **Dogs** must be leashed while on the dock.
23. **Children under the age of 12** must wear floatation devices and be accompanied by an adult when on the docks.

REGULATIONS:

1. **AGREEMENT:** Occupants agree to be bound by and shall comply with all Rules and Regulations of the Condominium, HARBOUR WOODS ASSOCIATION. OWNER shall provide a copy of the Rules and Regulations to the TENANT. Any and all fees or assessments which may be imposed on the OWNER by the ASSOCIATION which are the result of noncompliance with or violation of the Rules and Regulations by the OWNER, TENANT, TENANT'S agents or TENANT'S guests, including towing and dock repairs and the cost to enforce these rules, shall be assessed against the slip OWNER.
2. **ORDINANCES AND STATUTES:** Occupants shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may be hereinafter enacted which pertain to the use of boat slip or condominium property.
3. **ATTORNEY'S FEES:** In any legal action brought by either party to enforce the terms hereof, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.
4. **VIOLATION PROCEDURES:**
 - Dock Master will phone and/or email the slip occupant.
 - If the occupant is TENANT and the violation isn't rectified, then Dock Master will phone and/or email OWNER who is ultimately responsible. In the case of continued or similar violation(s), the Harbour Woods Executive Board may terminate the lease at will, and the TENANT will be barred from further use of the docks and will be required to vacate the slip.

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- If the occupant is OWNER and the violation isn't rectified then fines will be assessed to the OWNER'S common charge. The fines will increase, at the discretion of the Harbour Woods Executive Board, with each violation.

5. RESPONSE TO THE DOCK MASTER must be in a timely manner.

~ END ~