



Office: 513.533.3000

Valet: 513.533.3010

Fax: 513.533.0312

Website: [rivertownemarina.com](http://rivertownemarina.com)

# MARINA RULES&REGULATIONS

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## **SECTION 1 REGULATIONS FOR MOORING VESSELS**

### **1.1 LAWS AND REGULATIONS**

**W**e want to welcome and thank you for selecting our marina as your choice for recreational boating and related activities. Please familiarize yourself with the Rules and Regulations handbook. It is designed to make your recreational time with us very safe and enjoyable.

Violation 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 Boat Owner's Dockage Agreement immediately and to cause the immediate removal of the owner's boat from the Marina. Boats shall conform to all federal, state and city regulations concerning boat safety and equipment. Boat owners must verify their current federal documentation or state registration for all boats berthed in the Marina and be listed as a legal owner on such papers, to the satisfaction of the Marina.

### **1.2 SLIP ASSIGNMENTS**

Marina reserves the right to move owner's boat from the assigned slip. Marina hereby covenants not to unreasonably inconvenience Owner. The Marina reserves the right to reassign a boat from one slip to another. Boats leaving for an extended cruise (over 48 hours) shall so notify the Harbormaster's office. The Marina reserves the right to rent all docks when vacant.

### **1.3 MOORING**

Marina assumes no responsibility for improperly moored boats or improperly tied lines. The Marina reserves the right to replace defective lines when necessary and to charge the boat owner for the cost of replacement.

### **1.4 SINKING AND LEAKAGE**

Should owner's boat sink in the Marina, Owner agrees to remove his boat in 24 hours of its sinking. Marina may move or have the vessel removed at the Owner's cost. 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. Should an emergency develop whereby the Marina uses its equipment and/or manpower to pump out a vessel, a charge will be assessed. In the event of an emergency during the owner's absence, such as the breakdown of a bilge pump, leads, bad lines or other cause, the Harbormaster or his agents are authorized to make necessary repairs as

Boats found in unassigned slips will be moved at the owner's expense.

economically as possible which will then be charged to the boat owner. Nothing herein gives rise to any cause of action, claim, or other right for failure of the Harbormaster, 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 Harbormaster, the Marina, its employees or agents.

### **1.5 EXTENDING OBJECTS**

Boats with bow pulpits or other extending objects from the bow or the stern of the boat must be tied back so said object does not extend over the top of docks.

### **1.6 TRANSIENT DOCKING**

All transient boats must be reserved ahead of time and registered at the office to be assigned a slip. Check out time for all transient boats is 12:00 noon. Any boats remaining in the Marina after that time will be charged an extra day unless prior arrangements have been made with the Marina Management. All transient boats must

display a guest pass issued by the Marina. Marina members shall not invite guest boats to use Marina facilities without compliance with the transient guidelines.

### **1.7 WASTE DISCHARGE DISCHARGE OF HEADS, BOAT TOILETS, OR HOLDING TANKS INTO THE MARINA IS A VIOLATION OF**

**U.S. COAST GUARD REGULATIONS AND THESE RULES.** Emptying of portable toilets in restrooms is prohibited.

Waste oil must be disposed of in waste oil barrels provided by the

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

### **1.8 BOAT CONDITION**

Boats docked in the Marina must be seaworthy and be capable of moving under their own power. No boat shall create a fire hazard, a sinking hazard or an unsightly condition. All boats shall be properly moored.

### **1.9 AUXILIARY CRAFT**

Owner covenants and agrees that all additional boats or crafts, including, but not limited to, runabouts, rowboats, dinghies, and life rafts, must be placed on davits or physically upon the owner's boat so as not to extend beyond owner's boat and owner hereby agrees if such craft are not capable of \_\_\_\_\_

being stowed or stored in accordance with this, a separate slip, if available, will be reserved and contracted with the Marina.

### **1.10 EMERGENCY MOVES**

Owner authorizes the Marina to move the boat as may be required in the event of an emergency or to avoid loss or damage to Marina property and Owner further agrees that Marina shall not be liable for any damage to the Boat caused by such moving of the Boat.

## **SECTION 2 REGULATIONS REGARDING OPERATIONS WITHIN THE MARINA**

### **2.1 HARBORMASTER JURISDICTION**

Any boat which enters the Marina immediately comes under the jurisdiction of the Harbormaster and management of the Marina. Accordingly, boat owners must follow the instructions of such Harbormaster or such Management for the safety and well-being of all persons and boats using the Marina.

### **2.2 ACCIDENT PROCEDURE**

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

## 2.3 NO WAKE SPEED

All vessels operating in Marina waters must proceed at idle and no wake speed, so as to prevent damage or injury to person or property. **BOAT OWNERS ARE LIABLE FOR ANY AND ALL DAMAGE CAUSED TO ANY PROPERTY BY BOAT'S 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 deemed to be responsible for 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 boat within the Marina area and knowledge of all Marina and access depths and submerged objects shall be the sole responsibility of the Owner and Marina assumes no duty to notify or warn Owner in connection therewith.

## 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 other indications for public or private safety.

## 2.6 AUXILIARY CRAFT OPERATION

Operation of auxiliary craft, including, but not limited to, jet skis, wet bikes, and wave runners within the Marina shall be at "idle speed" only. Storage of all auxiliary craft shall be securely upon the Boat and if such craft are left in the water for any extended time they shall be considered extensions of the Boat and additional rental may be charged for such extensions at the discretion of the Harbormaster. Such craft may not be stored on trailers within the Marina premises without payment of the applicable "dry storage" fees. Use of the launch ramp for launching such craft shall be prohibited unless the applicable launch fee is paid. All auxiliary craft must be titled to an Owner having a current contract with the Marina for boat storage.

## **SECTION 3 GENERAL REGULATIONS OF THE MARINA**

### 3.1 DAMAGE MARINE PROPERTY

Owners or operators of vessels shall immediately reimburse Marina for any damage or defacement which they or their vessel may cause to 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 are not permitted on docks or piers. Barbecues and grills are not to be used on boats while moored in the Marina.

Electric grills are permitted.

### 3.3 FUELING

No fuel cans or transferring of fuel from cans to boat is permitted.

### 3.4 HOSES, ELECTRICAL LINES AND WATER USAGE

Hoses and electrical lines shall not be run across the docks. Water supply hoses of an unattended vessel shall be disconnected at the dock and stowed aboard. Water shall not be wasted. Additional charges will be added to the slip rent of any tenant using abnormal amounts of water. Only manufactured marine electrical cords and adapters are approved and may be used in the Marina.

### 3.5 CONSEQUENTIAL LOSSES, UTILITY SERVICE INTERRUPTION

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

### 3.6 STORAGE ON DOCKS AND DOCK BOXES

Docks and finger piers shall be kept clear of stored materials. Boat 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. **NO STORAGE OF FLAMMABLE LIQUIDS IN DOCK BOXES. MARINA RESERVES THE RIGHT TO SEARCH DOCKBOX IF IT IS SUSPECTED THAT THERE ARE PROHIBITED ITEMS IN THE DOCKBOX.**

### 3.7 REPAIR & MAINTENANCE

Repair and maintenance of dock facilities must be performed by Marina personnel only. Alterations or additions to dock facilities will be performed only by Marina employees or agents. Painting, scraping or repairing of gear shall not be permitted on the docks or the finger piers, unless approved in writing by the Harbormaster or Management of 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.** The Marina will not loan tools, equipment or supplies to boat owners or operators for any maintenance or repairs. No outside labor or craftsman may work on any boat in the Marina without \_\_\_\_\_

the prior written consent of Management, which will only be granted upon the filing of appropriate certificate of insurance. All such routine maintenance and minor repair byboat owners, operators or permitted outsiders may be performed only between 8:00 a.m. and 6:00 p.m., except in the case of an emergency.

### **3.8 LAUNDRY, REFUSE & MISCELLANEOUS**

Laundry shall not be hung on boats, 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 dumpster supplied for that purpose. Notify Marina personnel for anything that will not fit in these cans.

**NO PERSON SHALL DISCHARGE OIL, SPIRITS, INFLAMMABLE LIQUID OR OILY BILGES INTO THE MARINA OR TRASH RECEPTACLES UNDER ANY CIRCUMSTANCES WHATSOEVER.**

### **3.9 DISORDERLY CONDUCT**

Disorder, depredations or indecorous conduct by a boat owner, employees, visitors, family or others will cause the immediate removal from the Marina of the vessel in question. Public intoxication, profanity or abusive language directed at anyone will not be tolerated. The vessel of any boat owner who causes or threatens harm to the person or property of any other Boat 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. Quiet time is between 11:00 PM and 7:00 AM. The use of such mechanical tools as buffers, sanders, rug cleaners or compressors outside of any boat is restricted. Boat's with loud mufflers must have a silent choice-system installed and have on while in marina and at ramp. **This will be strictly enforced.**

### **3.10 PETS**

Pets, when on Marina property, **MUST** be controlled by the Owner at all times. Pets must be on a leash and in or on the Owner's Boat at all times. Pets are not to be chained or tied to 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 COMMERCIALACTIVITIES**

Solicitation or advertising for any purpose on the water or land areas of the Marina is prohibited, except as specifically authorized in writing by the Harbormaster. Your boat and dock may not 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 from Marina Management. Owner shall not permit any solicitors, brokers, salespeople, or workers on or \_\_\_\_\_ about the Boat while it is in \_\_\_\_\_ the Marina unless

previously approved by Marina and accompanied by the Owner or an authorized agent of Marina. Owner warrants that the boat is used for pleasure or business entertainment only and that Owner is not in the business of selling boats or any other type of marine equipment.

### **3.12 SWIMMING, FISHING & MISCELLANEOUS ACTIVITIES**

**SWIMMING AND/OR DIVING IS PROHIBITED.** Fishing is prohibited within the Marina. Fish cleaning is prohibited within the Marina. The discharging of fireworks is prohibited.

### **3.13 BOAT EQUIPMENT**

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

### **3.14 SAILBOATS**

All sailboats must have halyards tied or secured. sailboats must be operated under power within the Marina.

### **3.15 RELEASE OF BOAT**

Owner's boat shall not be released from dockage unless and until Owner pays Marina

any and All fees and charges required hereunder.

## **SECTION 4 DRY DOCK AND RACK STORAGE REGULATIONS**

### **4.1 LAUNCHING HOURS**

The normal launching hours during the Summer Season shall be as follows (weather and river conditions permitting):

Monday through Sunday - 9:00 a.m. to 9:00 p.m. \*

\* During times of inclement weather or low demand, valet launch times may be changed.

In the sole discretion of the Marina, hours may be extended for major holidays and/or events. The dry dock slip and common areas adjacent to the dry dock launch ramp are open during the foregoing launching hours only. No person, member or guest will be permitted in the dry dock, launch and common areas, other than during launching hours. No launching will be permitted by members or non-members at times other than the launching hours. **UNDER NO CIRCUMSTANCES WILL ANY OVERNIGHT STAYS BE PERMITTED ON BOATS OR ANY OTHER VEHICLE IN THE DRY DOCK, LAUNCH AND COMMON AREAS.**

Valet courtesy dock is available for dry dock members if they return after valet hours. Members' boats left at the courtesy dock will be put away the following morning by valet.



## **4.2 BOAT CLEANING**

Any wash rack area in the dry boat storage portion of the Marina is designated for Owners' boats only. Owners may not clean any other vehicle other than boats, boat trailers or personal watercraft in the wash rack area.

## **4.3 TRAILER MAINTENANCE**

Owner's trailer must be kept in a safe operating condition at all times. All expenses of repair and maintenance shall be borne solely by the Owner. The Marina has the right to refuse launching of any boat due to an unsafe condition of either the boat or the trailer unit.

## **4.4 BOAT REMOVAL**

Any owner removing a boat from the Marina dry dock slips or rack storage must report to the office prior to removal. Owner must specify the approximate time and date of intended removal.

## **4.5 PARKING**

Owners must be parked in the designated parking area and under no circumstances shall any owner park in the dry dock storage area, including, but not limited to, any space in or about the area wherein the owner's boat is stored.

## **4.6 COMMON RECREATIONAL AREAS**

All common recreation areas, such as the Fire Pit (Sunset Pointe) and Party Pavillion, are welcome for use by members and their guests. Members must keep areas clean after each use. No private parties are scheduled at these areas. All members are welcome all the time.

