

NORTH EAST COMMUNITY MARINA

CODE OF CONDUCT

1. OCCUPANT agrees not to transfer, assign or permit the use of his/her dock space without the express written consent of THE AUTHORITY.
2. OCCUPANT must be the registered owner, registered co-owner, or the lessee of the aforementioned boat. If OCCUPANT desires to dock a boat other than the craft referenced on this agreement, he/she must obtain the written permission of THE AUTHORITY and pay any additional charges. OCCUPANT may be required to provide proof of ownership upon request.
3. THE AUTHORITY reserves the right to board any vessel for any reasonable situation (lights, blower, fuel spill, etc.).
4. OCCUPANT agrees not to hold THE AUTHORITY, The Borough of North East, the Commonwealth of Pennsylvania, any associated employees, agents, successors and assigns liable for any loss caused by any delay in launching, winter storage, transporting or commissioning, which might be caused by weather or any other event beyond the control of the North East Community Marina Authority.
5. OCCUPANT shall use their rented dock(s)/slip(s) and attached facilities for reasonable and typical boating activities. OCCUPANT shall not place supplies, materials, accessories or debris on Marina, dock, or slip walkways; he/she shall not construct thereon any lockers, chests, cabinets, or similar structures. Water hoses and electric cords shall be removed when not in use or shall be neatly coiled and stowed.
6. Use of any open flame device, toxic chemicals or any other hazardous equipment or supplies in the docking area is prohibited.
7. State and federal law specifically prohibit discharge or deposit of any rubbish, waste material or refuse material of any kind or description into the waters of any river, stream, lake, pond or tidal waters. THE AUTHORITY supports these regulations and will provide every assistance to all applicable enforcement agencies, to ensure compliance within the Marina. OCCUPANT, family and guests are expected to cooperate by using the Marina's shoreside toilets & pump-out facilities and by placing all garbage and refuse in appropriate receptacles provided by THE AUTHORITY.

8. Boats shall be secured in their berths in a manner acceptable to THE AUTHORITY, or THE AUTHORITY, after notice to the OCCUPANT, will properly secure the boat for the OCCUPANT and will charge the OCCUPANT for labor and materials for this work.
9. OCCUPANTS removing their boats from the marina for a period of more than one day should make an effort to notify the marina office of the expected duration of their absence. THE AUTHORITY reserves the right to place other boats in an OCCUPANT'S slip and to charge when the slip is not being used by the OCCUPANT.
10. Advertising or soliciting shall not be conducted in the marina without express written consent of THE AUTHORITY.
11. Boats will be fueled only in the designated area. The dispensing of fuel, other than that licensed by THE AUTHORITY, is strictly prohibited.
12. OCCUPANT agrees to have his/her watercraft covered by a full marine insurance package. (hull coverage as well as full indemnity and liability coverage). OCCUPANT agrees to release and discharge THE AUTHORITY, the Borough of North East, the Commonwealth of Pennsylvania, any employees, agents, successors and assigns from any and all responsibility or liability for injury (including death), loss or damage to persons or property in connection with the North East Community Marina. This release and discharge shall cover, without limitation, any loss or damage resulting from THE AUTHORITY'S employees parking or hauling OCCUPANT'S boat including trailers and cradles, vandalism, theft, fire, hail, high/low water, wind, collision, ice, rain, or any other act of God.
16. OCCUPANTS may perform service work on their own boat provided:
 - a. The work is actually performed by the owner.
 - b. The boat is moved to a designated work area, available only upon prior scheduling and upon payment of the posted fee.
 - c. Absolutely no paints, thinners, solvents, oils or similar materials, or any sawdust, sanding residue, paint scrapings or the like be spilled, dumped or discharged into the waters of the marina. OCCUPANT should note that serious damage to other boats may be caused by accidental spills and that the offending parties will be held completely responsible for repair of these damages .
 - d. The repairs or service shall not involve prolonged or high-speed operation of a boat's engines.
17. No "outside" contractor or service organizations or individuals will be permitted to undertake any work on boats in the marina until they have:

a. Obtained written approval from the marina to perform such work. Approval will be granted only if THE AUTHORITY'S service department cannot perform the required repairs to the boat and/or the outside serviceman can deliver to THE AUTHORITY evidence of a standard certificate of workman's compensation and liability insurance matching or exceeding THE AUTHORITY'S limits of liability. .

b. Scheduled and paid for use of a designated work slip. Contractor personnel violating this rule will be prosecuted as trespassers.

18. In the event that OCCUPANT boat sinks in its slip or within the marina area, OCCUPANT will commence salvage activities within 24 hours of notice by the marina that such sinking has taken place. Failure to commence such salvage action within the prescribed time shall give THE AUTHORITY the right to salvage the boat for its own account as a rightful salvor plus any costs incurred.

19. In the event that OCCUPANT boat is observed to be sinking or on fire while moored in the marina, OCCUPANT grants to THE AUTHORITY without recourse the right to enter the boat to attempt salvage and to take any appropriate measures. THE AUTHORITY shall not claim salvage rights based on any action which might be so taken.

20. OCCUPANT and those individuals whom OCCUPANT invites to the marina are expected to conduct themselves in a manner that does not create annoyance, hazard or nuisance to the marina or to other OCCUPANTS, specifically including: .

a. Swimming, diving or fishing from the marina piers is prohibited.

b. No charcoal or open fires will be allowed on the marina premises except in designated picnic areas.

c. Dogs will be kept on a leash at all times. Owners are expected to clean up after their pet promptly.

d. Children shall not be allowed to run on the marina piers and must have adult supervision.

21. An OCCUPANT who cancels his/her agreement shall not receive a refund. However, THE AUTHORITY may, as a matter of grace, refund an OCCUPANT if and when THE AUTHORITY finds a suitable replacement. The refund shall be reduced by a service charge equal to 10% of the total agreement amount and shall be proportional to the months remaining in the agreement after assumption by the replacement.

22. THE AUTHORITY shall have statutory maritime liens (state and federal) upon the boat, motor and attached equipment to secure any and all services and materials supplied to OCCUPANT by THE AUTHORITY during the term of this agreement.
23. OCCUPANT shall not remove his/her boat from the rented dock space until all charges secured by the liens described in paragraph 22 have been paid in full.
24. OCCUPANT agrees to reimburse NECMA for reasonable attorney fees and costs relating to a suit or other collection efforts by THE AUTHORITY against OCCUPANT to collect any amounts due under this agreement or any amounts due and secured by the liens described in paragraph 22 of this agreement.
25. If OCCUPANT fails to remove in a timely manner his/her boat and equipment from the rented dock space at the termination of this agreement, NECMA shall have the option of:
- a. charging OCCUPANT daily rent on a pro rata basis for the dock space occupied, or
 - b. taking possession of the boat and equipment and locking it to the dock space occupied: or
 - c. moving the boat and equipment to another location: or
 - d. pursuing any other remedy available under law.