



# The Boathouse Marina

Marathon, Florida

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## Marina Rules and Regulations

Updated February 20, 2020

**In an effort to provide an inviting and relaxing atmosphere for slip owners and renters at THE BOATHOUSE MARINA (“Marina”), the following Rules and Regulations are provided for your protection. Your cooperation in observing the rules will be appreciated.**

- 1. Seaworthy Condition:** Only vessels in good and seaworthy condition and operating under their own power shall be permitted to enter the assigned slip/space. All vessels must always be able to operate under their own power.
- 2. No Liveaboards:** This is a requirement of the ACOE and SFWMD permitting for our marina. There are “No live aboards” are allowed on any vessel moored in the Marina. The permitting does allow for short term overnight stays. The maximum number of overnight stays on any vessel are 5 nights consecutive. With a maximum of 10 days per month.
- 3. Maximum vessel size and draft:** No vessel more than a length of 50 feet LOA (length over all) is allowed in Marina. No vessel draft can exceed 6 feet. Each vessel must fit within the boundaries of its slip, including bowsprits, booms, pulpits and other projections and overhangs.
- 4. Docking and Mooring:** Each Unit Owner or tenant is solely responsible for the proper docking of any Vessel and is required to maintain Vessel mooring cleats and mooring lines in good condition and sufficiently strong to secure the Vessel at all times. Vessels within Wet Slips 1 – 21, 41 and Mooring Slips 54, 55 shall be docked parallel to the Dock. Vessels within Wet Slips 23, 24, 31 - 40, 44 - 49, 63 - 65 and Mooring Slips 50 - 53, 56 - 62 shall be docked stern-in to the Dock. Vessels in Wet Slips 22, 25 - 30, 42 and 43 must be docked bow in only and must have a draft of less than three (3) feet. **The piling cleats and rope hooks are not rated for mooring vessels. Ropes are to be wrapped around pilings to properly secure a moored vessel.**
- 5. Speed Restrictions:** Vessels are limited to idle speed while within the Marina waters. All vessels and dinghies shall be operated under power or oar. No vessel or dinghy will be permitted to operate under sail within Marina waters.
- 6. Registration/Rental Agreement:** Other than the slip owner’s vessel, no vessel may be moored at a berthing space or adjacent area unless a current BOATHOUSE MARINA Boat Slip AGREEMENT (“AGREEMENT”) is in effect between the owner/agent of the vessel and the slip owner or the Marina (OpCo).



7. **Check Out:** Slip renters checking out of the Marina shall report to the Marina office and settle their account prior to departure and shall notify the Marina office prior to departing in their boat permanently from the Marina.
8. **Information Update:** The vessel owner agrees to immediately notify the Marina office of any change of registration, insurance, address or telephone numbers.
9. **Subleasing:** Subleasing of slip is not permitted. Transfer of boats between slips (from one slip to another) is not permitted. No slip renter shall allow any vessel other than his own to occupy the slip granted to him under the terms of the AGREEMENT.
10. **Private Marina:** The Boathouse Marina docks are for the private and exclusive use of our slip owners and renters, their captains and crew, and invited guests. The Marina does not maintain a public “Dinghy Dock” and does not allow public use of shower and laundry facilities. Trespassers will be removed from the premises and prosecuted.
11. **Emergency:** In the event that an emergency has occurred during the vessel owner’s absence, the Marina reserves the right, but not the responsibility, to take such action as it deems necessary and prudent to safeguard said vessel, its slip, adjacent vessels or property of the Marina. Vessel owner agrees to reimburse the Marina for any and all costs it incurs on behalf of the vessel in emergency situations.
12. **Vessel Appearance:** All vessels shall be kept in a clean and orderly condition. NO laundry, towels, bathing suits or other such items shall be hung on vessel, docks or pilings.
13. **Noise:** Noise shall be kept to a minimum at all times. Patrons shall use discretion when operating engines, generators, radios, and television sets so as not to create a nuisance or disturbance. Quiet time is 10:00p.m. to 6:00 a.m. throughout Coral Lagoon Resort (“Resort”) and the Marina.
14. **Pets:** All pets must be leashed. Pets shall be controlled and toileted in a designated area. Removal of waste is mandatory. At the sole discretion of The Boathouse Marina, any pet deemed to be a nuisance may be banned from the Marina.
15. **Signs, Advertising and Address:** No “For Sale” signs or other signs shall be placed on vessel or vessel slip. The Marina reserves the right to remove any sign from the vessel or slip without notice to owner. Similarly, neither the owner nor renter shall not affix or attach by screws, nails, bolts or any other object, any article, fixture or equipment to the docks, piers or buildings of the Marina. Neither the vessel’s nor the Marina’s address shall be used for business purposes.
16. **Contracted Services:** No contractor, service organization or individual will be permitted to work on any vessel berthed at the Marina without proof of insurance, including Worker’s Comp. Coverage must be on file and prior approval from the Marina office before any work commences and daily check in with the dockmaster before work commences is required.
17. **Maintenance Work within Slips:** Painting, scraping or repair of gear shall not be permitted on/at the docks or finger piers. The extent of maintenance or repair work a



vessel owner may perform on his vessel while within a slip shall be at the sole discretion of the Marina. No rotary disk sanding or spray painting is allowed in the Marina.

- 18. Storage on Docks: “Dock boxes” are permitted but must be no bigger than 22” deep & 72” wide. For safety reasons dock boxes are NOT PERMITTED in slips 1-21. Never block “access too” or “secure anything on” dock ladders or boat ramp.** Vessel owners shall not store or place supplies, bikes, equipment, dinghies, skiffs, surfboards, accessories, materials or debris of any kind on docks or finger piers. Vessel owners shall not construct or place any lockers, chests, storage cabinets or similar structures on the docks or finger piers. “Dock steps” must be approved by the Marina.
- 19. Fires and Dangerous Conditions:** Causing or permitting charcoal fires or any other type of fire on the docks or on property of the Resort shall be a breach of these Rules and Regulations and will result in the termination of the rental AGREEMENT. Vessel owners shall immediately correct any dangerous conditions on their vessel, or caused by their vessel, upon notification of said conditions by the Marina. Vessel owners shall operate their vessel to avoid fire hazards and properly ventilate engine compartments prior to starting engines. **Flame grills are not permitted on docks or on property at any time. Electric grills are permitted.**
- 20. Garbage, Sewerage and Waste:** Garbage, refuse or waste shall not be thrown or otherwise disposed of into the Marina waters. All garbage and waste shall be placed in containers supplied for that purpose. No person shall discharge oil, fuel, solvents or inflammable liquids into the Marina waters nor shall contaminated bilges be pumped while within Marina waters. Direct discharge of marina heads without USCG approved treatment facilities shall not be allowed within the Marina water. Direct discharge of sewerage of any kind into Marina waters is prohibited.
- 21. Pollution or Stains:** No vessel oil changes, discharge or disposal of oil, paint, chemicals or solvents shall be permitted at berths on docks, piers, walkways or sea walls.
- 22. Vehicles:** Rollerblading, skating, bicycles, motorcycles, mopeds, skateboards or other riding vehicles are prohibited and not to be used on dock, piers, walkways or sea wall. Store vehicles aboard vessel or in an area designated by Marina personnel.
- 23. Fishing:** No fishing of any kind is allowed in the Marina or adjoining canal behind units. **NO CAST NETTING WILL BE PERMITTED WITHIN THE BOUNDARIES OF THE BOATHOUSE MARINA OR CORAL LAGOON RESORT.** No trash, bait or litter shall be placed on Marina property except in designated containers.
- 24. Fish Cleaning Tables:** Fish cleaning tables are provided under the tiki hut by the fuel dock. No cleaning of fish is allowed on boats or in the canal area of Resort. Bait is not to be stored in the “carcass freezer”. Fish carcasses are to be placed in the trash can provided with bag, then bag placed in “carcass freezer”.
- 25. Swimming:** Swimming is prohibited in Marina or adjacent waters including the canal area behind Resort.
- 26. Feeding of Birds/Feed or Watering of Manatees:** Feeding of birds is prohibited in the Marina. Feeding or watering of manatees is illegal.



- 27. Fueling from outside sources:** No fueling will be allowed in the Marina or its property from outside sources. Fueling is only permitted at the fuel dock and the pumps supplied.
- 28. Electrical outages:** The Marina shall not be responsible for electrical interruptions, outages, spikes or any resulting damages there from.
- 29. Parking:** Parking is first come first serve. Park at your own risk. The Boat House is not responsible for any theft or damages. If a vehicle is left in the parking lot without notice to Marina office, vehicle may be towed at the owner's expense.
- 30. Security Personnel:** The Marina may employ security personnel for the protection of Marina property. Security personnel are not responsible for property of owners/renters/guests. Our marina staff (OpCo) are not security personnel.
- 31. Delinquent Accounts:** In the event the slip rental fees, or other Marina charges have not been paid as they become due, The Boathouse Marina shall have the right to charge a \$25 late fee for fees owed 10 days after the due date of payment. Additionally, the vessel owner agrees that the Marina shall have the right and option to lock and secure any vessel until all past-due slip rental fees and any other delinquent charges are paid.
- 32. Violations:** Violations of the above Rules and Regulations, disorder, depredations or indecorous conduct by an owner, his crew, agents or rental guests that might injure or annoy other persons, harm the reputation of The Boathouse Marina, 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 Boathouse Marina. Violation of any City or County Ordinance, State or Federal Laws, rules of the road including Navigation Laws of the United States, violation of regulation of City, County, State or Federal agencies shall constitute cause and be a breach of the AGREEMENT and the Marina shall have the right to immediately terminate the AGREEMENT and exclude the owner and his vessel from the Marina.
- 33. Changes of 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. Sufficient notice of said changes shall constitute mailing of one copy to the slip owner at the address on file with the condominium association and to any slip renter at the address provided on the AGREEMENT and posting the revised list at the Marina.