



BRICKYARD COVE MARINA

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A. General Rules and Regulations

- 1. Harbor Master:** The Harbor Master has the authority of interpretation and enforcement of the following regulations. The Harbor Master may require relocation to different slips as needed for marina operations.
- 2. Required Information:** The owners of the vessels berthing in Brickyard Cove Marina (BCM) shall furnish to the Harbor Master all personal and vessel information sought on the rental application. Every undocumented vessel must be registered and numbered as provided by the laws of the State of California. A copy of current registration must be provided upon entrance to the marina.
- 3. Water Safety:** Water Safety of children is the responsibility of their parents/guardian. All children are required to be under the supervision of their parents/guardian at all times while in the marina.
- 4. Charges:** The charges for rent are due and payable on or before the first of each month and will be delinquent on the 15th day of each month. BCM will not mail bills for the monthly rental fees: responsibility for timely payment rests with the vessel's owner. Delinquent payment shall include a penalty of an additional 10%
- 5. Leaving the Marina:** 30 days notice is required previous to leaving the marina.
- 6. Vessel Traffic within BCM:** All vessels within the BCM and Brickyard Cove Development must be operated in a safe and prudent manner. The speed of any vessel within these areas must not exceed 3 MPH. All contact with boats in the marina or at residences is to be reported to the Harbor Master. Failure to do so will result in immediate termination of your rental agreement.
- 7. Transfer of Space:** Owners may not sublet or assign the berth or space rented under this agreement. In the event of a sale, no right shall accrue to the purchaser.
- 8. Disposing of Refuse:** Discharge of any waste material into the water of BCM is strictly forbidden. Violators will be reported and subject to a fine from the U.S. Coast Guard. All garbage must be deposited in receptacles provided for that purpose. See BCM 'Pollution Avoidance Policy' for more information. See Marina office for use of the BCM dump station.
- 9. Prolonged Absence:** If your vessel is to be absent from the marina for 1 or more months, the Harbor Master will, if given adequate notice, attempt to sublet the berth for the duration and ½ of the collected rent will be credited to your account.
- 10. Commercial Activities:** No person shall conduct commercial business activities of any kind within the marina without permission of the Harbor Master
- 11. Unnecessary Disturbance:** As BCM is located within a residential community, excessive noise of any kind will not be permitted. This includes the tapping of halyards against spars. It is the owner's responsibility to properly secure his halyards. Violators will be charged \$25 service fee in the event the Marina personnel have to secure halyards.

12. **Electrical Power and Water:** Electricity and water are provided for your convenience. While not aboard, however, the electric power is not to be used for cabin heaters, refrigerators and water heaters. Your electrical cord must be a marine grade.
13. **Dock Debris.** We do not allow any debris on docks. We do allow lightweight boarding platforms no wider than ½ the finger width. They may not be used for storage. Under no circumstances may other gear, equipment, storage boxes or dinghies obstruct the dock.
14. **Maintenance and Care in Berthing:** All vessels shall be berthed with proper care and lines are kept in such condition as to meet with the approval of the Harbor Master. In the event that lines are not maintained, the Harbor Master may supply lines and/or fittings necessary at vessel owner's expense.
15. **Living on Vessels:** Without written approval of the Harbor Master, no vessel may be used as a residence. Vessels may be used for eating and sleeping purposes for a period not to exceed 6 days per month, providing the shore-side sanitary facilities are used.
16. **Certificate of Insurance:** Minimum \$300,000 liability including salvage and clean up with Brickyard Cove Marina named as additional insured. You must request this from your insurance company which is provided by the carrier to you at no additional cost.

B. Other Miscellaneous Rules and Regulations

1. **Fishing and Swimming in the Marina is Prohibited.**
2. No spray painting, sand blasting or grinding is allowed on the docks
3. No running on the docks is permitted.
4. Dogs must be on a leash
5. Chartering or leasing of vessels from BCM is not permitted.
6. Defacing or modification of docks is not permitted i.e. nailing, drilling etc.
7. No Bar-b-ques are allowed on the docks
8. No storage of chemicals or solvents, other than household cleaning agents.
9. Every vessel must leave the marina under its own power once a year. This must be cleared with the Harbor Master.
10. The Rules and Regulations are subject to change by the management of BCM without notice.

C. Liability for Bodily Injury & Property Damage Loss

Notwithstanding anything contained in these rules, regulations and application to the contrary, the Vessel Owner hereby assumes all liability for Bodily Injury, or Property Damage loss that may arise from the maintenance use and the operation of the Vessel and any and all equipment and vehicles appurtenant thereto, subject to, or arising out of the rental agreement.

D. Agreement to Hold Harmless

In addition, the Vessel Owner hereby agrees to defend, indemnify and hold harmless Brickyard Cove Marina, its Directors, Officers, members, Employees, Agents or Assigns from any and all claims arising out of the rental agreement.

Principal Owner Signature _____ Date _____