



2021 MARINA RULES & REGULATIONS

These rules and regulations, approved by the Board of Directors, are mandatory for all Sandy Point Improvement Company Marina users. Failure to comply with **all** rules may result in revocation of Marina privileges including slip rental, use of launching ramp, gas dock privileges, and use of the clubhouse for the balance of the year of violation, or a period of time to be determined by the S.P.I.C. Board of Directors.

- 1. COAST GUARD AND ALL LAWS:** Marina Tenants shall comply with all applicable rules, regulations, and instructions of the United States Coast Guard and all laws, ordinances, rules and regulations of any federal, state, city, local or other government agency regarding a vessel or berthing in a Marina.
- 2. USE OF LAUNCHING RAMP AND FUEL DOCK:** Everyone (including Shareholders) using the Marina ramp is required to have a hand tag on their mirror. If you do not have a seasonal key or have not paid for a launch we will place a reminder sticker on your vehicle. If you are caught a second time without a hang tag and did not pay to launch, your vehicle/trailer will be impounded thereafter by the towing company whose information is posted at the Marina. A launch fee must be paid for each guest's use of the ramp. The Marina ramp gate must be closed when not in use. USE OF LAUNCHING RAMP AND FUEL DOCK is at vessel owner's risk. Launching ramp is to be used expeditiously and not to be used for loading and unloading gear and equipment.
- 3. LAUNCHING PASS:** Launching permit and key for relatives and friends of Class A shareholders in good standing (paid-up current assessment) may be purchased at the Marina. The S.P.I.C. Board reviews fees and availability annually.
- 4. MOORAGE AVAILABILITY:** A list of those wanting moorage will be posted in the Marina office. Subleasing by shareholders/guests is not allowed. Persons on the list will be contacted as space is available. Longer term rental will be given preference and Class A shareholders will be given priority. Those interested should contact the Marina to provide the information needed to be included on the waiting list.
- 5. SLIP USE:** Marina Tenants must notify the Marina office, in writing, if and when their slip will be vacant for more than one week. Slips are for **ACTIVELY USED VESSELS**. S.P.I.C. reserves the right to deny moorage for "project vessels". Moorage will be terminated and the vessel must be removed if it is not being used or is found to be in disrepair.
- 6. SLIP ASSIGNMENTS:** The Marina office will assign or re-assign space to all vessels. Only one slip per shareholder is permitted.
- 7. SLIP USE:** Marina Tenants shall dock only those vessels with required documentation on file at the Marina office in their assigned slip.
- 8. LEASES/RENTALS:** All slip leases/rentals shall be coordinated through the Marina office. All terms and conditions shall be specified in the Marina Moorage Lease Agreement. The Marina office shall be responsible for collection of rentals and for enforcement of all the terms of the Moorage Lease and/or Rental Agreements. *Leases are non-refundable.*
- 9. VESSEL BEAM:** Vessel beams in excess of 12' may be accommodated only by agreement of the Marina office.
- 10. GAS DOCK USE:** The gas dock will be open only during posted hours from April 1st to September 30th. Winter fueling will be available subject to Marina staff availability. The gas dock is for launch and fueling only. No loading or unloading.



11. DOCKS: Dock steps placed on the finger must be no wider than one-half the width of the finger and no longer than five (5) feet. Dock steps shall not be fastened to the dock. No portion of any vessel shall overhang the walkway at any time. (e.g. bow sprit, plank, bow, pulpit, swim step) It shall be in S.P.I.C.'s sole discretion, to allow a vessel to extend into the waterway if, in S.P.I.C.'s judgment, such a condition does not pose a threat to safe navigation; provided, however, that any Owner/Tenant permitted to berth a vessel in such a way that the vessel extending into the waterway shall be permitted to do so only at the Owner/Tenant's sole risk. Chafing gear shall not be attached to the docks. No modifications to the dock siding or decking will be allowed.

Marina Tenants will be billed for any labor and material necessary to correct violations. The Tenant shall keep the dock clean from grease, oil, polish or any other staining material. Tenant shall be solely responsible for all clean-up costs associated with removing grease, oil, polish or any other staining material from the dock.

12. ATTACHMENTS: Marina Tenants shall not attach any item to the dock, finger piers or power pedestals, including, without limitation, cable boxes or phone boxes. The cost of repairing and/or removing any such items will be billed directly to the Tenant.

13. SECURE MOORING (RESPONSIBILITY/LIABILITY): Vessel owners are responsible for the safe and secure mooring of their vessels and are liable for damages to the docks, to other vessels, and to their own vessel. Vessel owners will be billed for labor and material incurred by Marina staff to secure vessels which have been improperly secured. No attachments, spars or other parts of the superstructure of any vessel shall be allowed to extend beyond the boundaries defined by vertical planes located at the edge of each moorage slip. These planes reside at the wood waler at the front of the slip. An allowance of 10% of the individual slip width shall be left totally unobstructed except for fenders.

14. CONDUCT: Vessel owners will be held responsible for the conduct of their families, guests and themselves. All persons shall conduct themselves in an orderly manner at all times and refrain from engaging in any disorderly conduct. Disorderly conduct is described as unruly behavior which is contrary to public order and/or offensive to a reasonable person. All people shall treat all S.P.I.C. staff with respect. Verbal or physical abuse and intimidating communication are not permitted.

15. VESSEL SPEED: In respect for others' safety and property, speed near the Marina area and in the Sandy Point Canal system is "DEAD SLOW" and "NO WAKE". Violators may be subject to loss of launching, moorage and/or all shareholder privileges.

16. NO LITTERING: Litter shall be deposited in designated containers or carried away.

17. FISH CLEANING: Cleaning of fish is prohibited in the Marina due to limited tidal flushing.

18. SEWAGE: There is a portable pump at the end of the main ramp. Vessels with holding tanks are required to use this portable pump out facility and are responsible for cleaning the area after each use. There is no charge. Owner/Tenant does his own pump out. A fine of One Thousand Dollars (\$1000.00) could be assessed for each violation of this provision and the vessel and operator shall be subject to eviction. If a spill occurs you could be subject to a fine starting at \$10,000.00 per day per the Clean Water Act.

19. VESSEL OR MOTOR OVERHAUL is not permitted in the slips.

20. REPAIRS AND MAINTENANCE: Yacht brokers, contractors or persons working on Owner/Tenant's vessel must be accompanied by vessel owner/tenant or registered with the Marina prior to admittance to the docks. Contractors must have proof of a minimum of Five Hundred Thousand Dollars (\$500,000.00) of liability insurance and register with the Marina office.

Any Owner/Tenant desiring to hire a third party to perform work on Owner/Tenant's vessel while at the Marina must secure approval from the Marina Office before such third party (Outside Vendor) may perform any work. The S.P.I.C. Board of Directors must first approve the materials and methods, insurance coverage, licenses and



willingness of the Outside Vendor to observe the Marina Rules and Regulations before permitting an Outside Vendor onto the Marina property to perform work.

- 21. FUEL SPILLS:** All spills of oil, gasoline, or diesel fuel are the responsibility of the vessel owner and must be reported promptly to the Marina staff. Clean up of any spill must meet all US Coast Guard requirements. Spill equipment is located in the spill box at the end of the moorage dock or in the fuel house.
- 22. WALKWAYS:** The main dock and all finger piers shall be kept clear of, but not limited to dinghies, fishing gear, vessel equipment or personal effects. Mooring lines shall be stowed as to not impede foot or cart traffic. S.P.I.C. does not provide wash down hoses. Vessels will be moored so that no part (*including bow pulpits*) protrudes over walkways or a beam into adjacent slip areas. Vessel owner's hoses must not be left on main walkway or on finger piers. Any items left on main walkway or finger piers shall be confiscated and will become the property of the Sandy Point Improvement Company. Placement of a vessel in a slip, especially the vessels' anchor and bow sprit, must not interfere with foot traffic on the dock's main fairway.
- 23. WHEELED DEVICES:** Skateboards, roller skates, in-line skates, motorcycles and similar wheeled devices are not permitted on the docks. Bicycles must be walked across the docks to and from a vessel.
- 24. GATES & GUESTS:** Marina Tenants shall not prop, wedge or otherwise leave a gate open for any reason. All guests must be accompanied by the Tenant.
- 25. PARKING OF VEHICLES and VESSEL TRAILERS:** Vehicles must be parked in areas designated for vehicle or trailer parking or as directed by Marina staff. Improperly parked vehicles may be impounded by the towing company whose information is posted at the Marina.
- 26. TRAILER STORAGE:** Trailer storage for shareholders and guests is available at the Marina office per the current fee schedule. Please make arrangements with the Marina staff.
- 27. MARINA KEY AND/OR SPIC SHAREHOLDER CARD LENDING IS PROHIBITED!** Violation will result in confiscation of the key and loss of Marina privileges for a period of one year or a period of time to be determined by the S.P.I.C. Board of Directors.
- 28. SECURITY:** Shareholders and guests use the Marina facilities at their own risk and will hold harmless the Sandy Point Improvement Company for any injury or other loss arising or resulting from the use of the entire Marina facility. In case of emergencies, vessel owners must have an emergency phone number visible on their vessel and on file with the Marina office. The Sandy Point Improvement Company will provide reasonable security through locked gates; however S.P.I.C. will not be liable for safekeeping of vessels and/or equipment
- 29. FIRE CODES & ELECTRICAL:** In accordance with all fire codes and regulations, all electrical connections made to the Marina receptacle shall be the U.L. approved, weatherproof, three wire grounded type. No other type of electrical connections will be permitted. All electrical wiring must meet the minimum amperage required as established by the National Electrical Code. Undersized cords will be disconnected by S.P.I.C. staff without notice. Cords may not be affixed or secured to docks, nor allowed to cross main walkways except for end ties that require wire covers as determined at the S.P.I.C.'s sole discretion. Welding equipment and burning torches are not permitted anywhere in the Marina or aboard vessels in the Marina.
- 30. CORDS & LINES:** Electrical cords and/or mooring lines shall not be placed across the walkways. Specifically, electrical cords must run from electrical stands directly on to a vessel.
- 31. LAUNDRY:** Drying or airing of laundry or other apparel on the docks is prohibited.



32. **MOORAGE RATES:** All moorage, launching and parking fees are set by the S.P.I.C. Board of Directors annually and are available at the Marina office for review.
33. **LIVEBOARDS:** No person may live aboard a Vessel moored in the S.P.I.C. Marina.
34. **CURRENT ADDRESSES:** Marina Tenants shall be required to keep the S.P.I.C. Marina office informed of changes of address, changes in vessel ownership and any changes to insurance coverage.
35. **CHILDREN:** Children under twelve (12) years of age are not permitted on the docks at any time without the supervision of a parent or other responsible adult. All toddlers and any other child or person who cannot swim must wear a life jacket when on the docks or vessel decks. S.P.I.C. is not responsible for the health, safety or welfare of any children or any accidents that may occur to any other individual.
36. **SWIMMING:** Swimming is prohibited within the Marina.
37. **PETS, SEA GULLS, SEALS:** Owner/Tenants are responsible for the clean-up of any mess created by their pets. Failure to clean such a mess will result in a Twenty Five Dollar (\$25.00) charge per incident. Continual violation may result in eviction. Pets must be on a leash at all times and are not allowed in restrooms or Marina building. Continued barking is not allowed. Owners/Tenants are responsible for all actions of their pets. It is against federal law to trap or snare sea gulls. Seals are also federally protected mammals so please refrain from touching, harming or otherwise injuring them. Please report any dead or sick animals or marine life to the Marina office.
38. **SIGNS:** Unauthorized advertising signs shall not be displayed in the Marina or on a vessel without prior written Marina office permission.
39. **SELLING:** If Marina Tenant is selling his vessel, Tenant must make arrangements to meet prospective buyers at the Marina. S.P.I.C. will not admit buyers to see any vessel in the Tenant's absence.
40. **COMPLIANCE PROCEDURES:** Any Marina Tenant not in compliance with the insurance and documentation requirements spelled out in the S.P.I.C Marina Rates & Terms, the Moorage Lease Agreement, and these Marina Rules and Regulations may have their vessel secured by Marina staff or removed by the towing company, whose information is posted at the Marina, and taken to secure storage by that company. These actions will be taken at the risk and expense of the owner of the vessel.
41. **VIOLATIONS:** Violation of any of the above Rules and Regulations may result in the loss of any or all Marina and/or shareholder privileges for a period of one year or longer as determined by the S.P.I.C. Board of Directors.

**Sandy Point Improvement Company
Board of Directors**