

MARINA RULES AND REGULATIONS

The following Rules and Regulations are a part of the DOCK/SLIP LEASE Agreement between PYRAMID ACRES MARINA, LLC AND ALL Lessees of mooring space in Lessor's marina and are to be observed by Lessee under penalty of forfeiture of their Lease Agreement.

- 1) The owner of the vessel described in the Lease Agreement is responsible for the conduct of all persons operating, using, visiting or working on the vessel.
- 2) Lessee specifically agrees to abide by all federal and state laws and regulations applicable to the ownership, operation and/or use of the vessel and the use of Lessor's marina and harbor, including but not limited to safety, health and sanitary regulations.
- 3) No swimming, diving or bathing is permitted in the waters of the harbor.
- 4) Petroleum products, paints and other toxic or flammable material shall not be stored on or dispensed from any dock, walkways or finger except at Lessor's fuel dock. All smoking materials must be extinguished, and all engines turned off while the vessel is being fueled at Lessor's fuel dock. Fuel spillage or overflow from the vessel is the responsibility of the Lessee.
- 5) Alterations or additions to slips, walkways, utilities or other facilities of Lessor are prohibited unless approved in writing by Lessor. Walkways and fingers shall be kept clear of boats, motors, equipment and other items. Storage of materials overhead on covered docks is absolutely prohibited.
- 6) All garbage and other trash must be bagged in disposable plastic bags and deposited in containers provided by Lessor. **No paints, petroleum products, oil or gas filters, wood, metal, broken glass, sharp objects, hazardous or toxic wastes** shall be deposited in Lessor's garbage containers. No garbage, paint, petroleum products, bilge water, or other hazardous or toxic waste shall be thrown, deposited or permitted to fall into the water in Lessor's harbor. Lessee is responsible for the removal and disposal of these items from the Lessor's property.
- 7) All electrical lines, fixtures and equipment which are connected to Lessor's electrical supply facilities shall conform to all applicable federal and state laws, codes and regulations. **No electrical heaters** or other electrical appliances which can create a fire hazard **shall be left connected when the vessel is unattended.**
- 8) No commercial activity of any kind whatsoever shall be conducted by Lessee, his agents, servants, or guests in Lessor's marina or harbor without Lessor's express written consent. No advertising, signs, placards or commercial displays shall be permitted on any vessel in the harbor.
- 9) No repairs, refitting or other maintenance shall be performed on any vessel in the marina slips except such minor maintenance as would normally be performed by the vessel owner without benefit of a mechanic or other craftsman. Power tools such as grinders, sanders, torches, welders and flammable or toxic paint or varnish removers shall not be used in the slips.
- 10) No mechanic, contractors or other persons shall be employed by Lessee to work on the vessel unless such a person shall first have registered with Lessor and shall have furnished to Lessor a certificate of worker's compensation and public liability insurance in a form and with coverage satisfactory to Lessor and are responsible for removal of their trash from the Pyramid Acres Marina, LLC site.
- 11) Owners are responsible for cleaning up after their pets.
- 12) Lessor shall have the right, but not the obligation, to inspect the vessel for leakage, safety or unseaworthiness and to remove the vessel from the slip in case of emergency or to make repairs to the marina. Lessee is solely responsible for the seaworthiness and care of the vessel.
- 13) Disorderly conduct, persistent infraction of these Rules and Regulations or any action which might reasonably be expected to cause injury or damage to life or property in the marina shall be cause for immediate termination of this Lease by Lessor and removal of the vessel from the harbor.