

Regulations Governing Use of the Marina

1. Slip is assigned by Lindsay Park Yacht Club (“ Marina”) to Lessee for Lessee’s vessel’s use only. However, **the Marina reserves the right to assign the slip to other users in the absence of the Lessee’s vessel and will retain all fees received.** Private transactions or slip arrangements are not allowed. This lease is non-transferable and non-assignable. One vessel only may be stored in each slip. **Vessel must be moored in the slip assigned to it.** Vessel orientation in the slip shall be bow-in, unless the slip has been approved for stern-in mooring. The Lessee is liable for any charge incurred for having to move a vessel to its assigned slip. Dinghies & PWC's must be raised out of water. Neither the vessel nor its equipment may, unreasonably, extend beyond the waterway end of the slip or protrude over the main walkway. Storage of private property is not allowed on walkways, fingers or under the main steps to the piers. All dock boxes must be **approved** by the Marina Operations chair. **Lessee agrees to remove vessel from harbor on or before October 31st.**

2. This Agreement is for the use of a slip and dock space only and such space is to be used at the sole risk of The Marina shall not be liable for the care or protection of the vessel (“vessel” includes gear, equipment, attachments and vessel contents) or for any loss or damage of whatever kind or nature to the vessel, her contents, gear or equipment whether due to negligence of the Marina or otherwise. **LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE MARINA AGAINST ANY LOSS, COST, SUIT, CLAIM OR DAMAGE CAUSED BY OR ARISING FROM THE NEGLIGENCE OF THE LESSEE.**

3. All contractors/workers performing work on Lessee’s vessel must have (and be prepared to show to Marina representatives) proof of insurance and perform their work in an area to be assigned by Marina suitable in which to perform their work.

4. Marina shall have a lien against the above described vessel, her appurtenances and contents for rent or unpaid sums due for the use of dock facilities or other services, or for damage caused or contributed to by the above described vessel or by Lessee to any docks, property of Marina, or any other person or vessel.

5. INSURANCE REQUIREMENTS: Lessee must insure the vessel and personal property at all times in a suitable amount and against all hazards (to include recovery) and casualties and makes Lessee’s insurance Company aware of the terms and conditions of this Lessee agrees to provide a certificate of insurance satisfactory to Marina showing liability coverage in effect for a minimum amount of \$300,000.00 during the lease term. **Slip assignments will be made only after proof of insurance is given to Marina. Please ask your insurance carrier to designate LPYC as a certificate holder. With that instruction, they should then provide continuous notice and proof of insurance.**

6. All vessels leaving their slips are privileged vessels and have the right-of-way. Conversely, vessels returning to their slips are burdened. All vessels leaving the harbor shall proceed UPSTREAM until well out in the main channel. All vessels entering the harbor shall approach from DOWNSTREAM and should place their vessels below the harbor entrance while they are well out in the channel. The entire harbor is a **NO WAKE ZONE**.

7. Attachments (including, but not limited to satellite dishes, sun shades, fans, lights or signs) to Marina property (including, but not limited to: dock, pier, roof, roof support, walkway and fence) are prohibited unless specifically approved in writing by the marina.

8. Electricity for slips that are individually metered and shall be the responsibility of the Lessee, with payment for the service the sole responsibility of Lessee. Power cords must not be allowed to contact the water, and should be de-energized from the source when the slip is unoccupied. Marina must approve all electrical power pedestal alterations, and the cost of such alterations and the cost to return the power pedestal to its original condition shall be the burden of Lessee. End of season disconnect of Utility Company electricity shall be the burden of Lessee.

9. All corner wheels and other pier improvements must be approved in writing and installed/removed according to instructions of the Marina. Corner wheels are the lessee's property and responsibility for installation and removal.

10. This lease can be cancelled by the Marina for acts of theft, disruptive behavior, non-payment of account, failure to provide proof of insurance or carelessness causing damage to property and any other objectionable. Lessee agrees to comply with all rules and regulations set forth herein, as such may be amended from time to time by the Marina, and should breach of this Agreement or violation of rules and regulations occur, this lease agreement shall terminate immediately, and the Marina may remove the vessel from her mooring (including directing a contractor to remove the vessel and place it on land) all at Lessee's expense.

11. Payments of slip rent constitutes acceptance of all the terms, conditions, and rules of this Agreement. Payment will not be accepted without all signed documents returned with payment.

12. MARINA RULES, POLICIES AND PROCEDURES MANUAL - The LPYC Board of Directors shall maintain a comprehensive Rules, Policies and Procedures Manual to guide the operations, governance, and activities of the Marina. The Board of Directors reserves the authority to develop, amend, and enforce the Marina Rules, Policies and Procedures Manual. This manual shall provide detailed operational, governance, and membership guidelines essential for the effective management of the Marina. The manual, as may be amended from time to time, is hereby incorporated by reference and made a part of this lease agreement. Lessees are expected to familiarize themselves with and adhere to the policies and procedures outlined in the manual.

13. ACKNOWLEDGMENT OF ACCEPTANCE – MARINA RULES, POLICIES AND PROCEDURES

MANUAL - By signing this lease, the lessee acknowledges receipt of and agrees to comply with the Marina Rules, Policies and Procedures Manual as a binding component of this lease agreement.

PLEASE NOTE: FOR YOUR LEASE TO BE IN EFFECT, THIS CONTRACT MUST BE SIGNED & RETURNED ALONG WITH PROOF OF INSURANCE AND PAYMENT IN FULL. MISSED DEADLINES WILL RESULT IN LOSS OF SLIP ASSIGNMENT. PAYMENTS POSTMARKED AFTER FEBRUARY 15, WILL BE ASSESSED A LATE FEE OF \$150.00.

The Lindsay Park Yacht Club Board of Directors reserves the right to add to or amend the Rules and Regulations of the Marina by posting them in the Marina Office, on the website, and notifying by mail.