

**POLICIES, RULES AND REGULATIONS  
OF  
BOWLEYS MARINA, INC.**

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Revised 11/30/09

Front Desk/Policies, Rules and Regulations

## 1. GENERAL CONDITIONS

- A. In the context of these policies, rules and regulations the word member refers to both owners and renters.
- B. All boats in the marina must be seaworthy and able to safely operate under their own power.
- C. All Boats must be properly operated, secured, and equipped.
- D. All boats are to be properly maintained.
- E. Repair and maintenance services are available for your convenience. Those who choose to do their own work are free to do so on the condition that it does not disturb other boaters or endanger, damage, obstruct, or deface the facilities or other boats.
- F. All vessels must have a minimum of \$500,000 bodily injury / property damage liability insurance coverage and must provide the marina office with a Certificate of Insurance annually within 30 days of renewal.
- G. Members may not transfer boats between slips without prior written consent of BOWLEYS.
- H. All vessels are required to observe a no wake speed until clear of the Marina buoys.
- I. Advertising or soliciting shall not be permitted on any boat or dock within the Marina without the express written consent of BOWLEYS.
- J. Bowleys may refuse to rent space to any person for any reason.
- K. Bowleys at no time accepts any responsibility for care or custody of any vessel.
- L. Children must be under the supervision of an adult at all times.

## 2. CREDIT POLICY

- A. Haul out Fees shall be paid at least 7 days prior to haul out.
- B. All charges are due upon receipt of bill.
- C. Any charges past due **will be** subject to Finance Charges and Late Fees if applicable.

## 3. CONTRACTOR & SUBCONTRACTOR POLICY

Contractors, subcontractors and other individuals who provide services to Members and Renters must:

- A. Check in the Marina office.
- B. Have proof of a minimum of \$1,000,000 liability insurance on file in the office.
- C. Follow all Rules and Regulations of the Marina and meet all the environmental requirements.
- D. In the interest of all owners/renters, the General Manager, with the approval of the Board of Directors, has the right to refuse access to the marina by any contractor or subcontractors who fail to adhere to the rules and regulations of Bowleys Marina, Inc.

## 4. DRY STORAGE

An individual with a single membership will be entitled to land storage for that boat. A renter will be entitled to storage in the same manner, as long as his slip rental agreement is in good standing; However, the owner will be charged for land storage when he/she has a renter in the slip and has not removed his own boat from the marina. Similarly, the renter will be charged for land storage when either his slip rental agreement has been terminated (or has expired) or renter's own boat is not removed from the marina.

Parties who hold multiple memberships or who rent multiple slips in the marina will be entitled to dry storage equal to the number of memberships that he owns or rents. He/she will be charged appropriate fees when the number of boats exceeds the number of memberships owned or the number of slips rented.

## LAND STORAGE

- A. The cost of storing an owner or renter-owned vessel, when one is not entitled to free storage will be stated in the price list. **Prices are subject to change without notice.**
- B. A contract for land storage will be signed by the owner or renter who owns a vessel not entitled to free storage.
- C. All land storage is billed monthly to the vessel owner.
- D. Abandoned vessels will be sold per DNR procedure to satisfy outstanding amounts owed after the marina has pursued the proper legal steps to obtain legal title to the vessels.
- E. Boat trailers may be parked ONLY in the back lot. Boats/waverunners on trailers are not permitted on marina property without **registering in the marina office** and MUST display a valid marina decal. Owners of such will pay storage fees at the published rates if they do not rent or own a slip or if another vessel occupies their slip. Owners/renters with trailers must register their trailers with the marina office. These trailers may be parked ONLY in the back lot and MUST display a valid decal and will pay storage fees at the published rate.
- F. No live-a-boards on land.
- G. No electric cords connected to unattended boats
- H. Bowleys will provide a location to store winter cover frames and disposal of shrink wrap & tarps. Members are responsible to remove all material from their boat storage area. Boat will not be launched until material is properly removed and disposed of.
- I. Sail/Canvas Securing
  - On Land:  
No vessel may have any sail on a roller furler at any time while on land.
  - Haul Out:  
Prior to Haul-Out, all sailing vessels shall remove sails from roller furlers on forestays. This includes: genoa, jib, spinnaker and gennaker sails. If mainsails are left stowed on boom, they MUST be secured (lashed) to Hurricane Preparedness Standards. Management will have full authority in determining if the vessel is secured satisfactorily.  
If not in compliance, vessel will not be hauled.
  - Launch:  
No jibs, genoas, spinnakers or gennakers may be installed on roller furlers prior to launch. If installed, the vessel will not be launched and the owners will be notified. Management reserves the right to take appropriate action to enforce the Rules and Regulations which are being violated.

If marina personnel are required to attend to a vessel in violation of this rule, the vessel owner will be accountable and be billed at the normal marina hourly labor rate, as per the current Marina Rate Sheet.

## **LAND STORAGE ( cont. )**

### **J. Canvas Enclosures-Securing/Stowage:**

All vessels, power and sail, which have bimini tops, dodgers and/or eisenglass enclosures shall be secured to Hurricane Preparedness standards at all times.

If marina personnel are required to attend to a vessel in violation of this rule, the vessel owner will be accountable and be billed at the normal marina hourly labor rate, as per the current Marina Rate Sheet.

**K.** Owners are responsible for the covers (tarps) placed on vessel. If cover comes loose and is adrift, management reserves the right to re-secure or remove if necessary, At NO time may any lines or securing apparatus be attached to the stands. The stands at NO time may be wrapped and/or covered by a tarp. Stands must be accessible at all times to allow for tightening and adjustments. Management reserves the right to re-secure any lines which are secured to stands or in anyway violate this rule.

If marina personnel are required to attend to a vessel in violation of this rule, the vessel owner will be accountable and be billed at the normal marina hourly labor rate, as per the current Marina Rate Sheet.

## **5. ADJUSTMENTS TO VESSELS AFTER HAULOUT, WINTERIZING OR LAUNCH**

**A.** With respect to additional work such as cradle or stand adjustments or other work which must be done over or corrected.

Adjustments will be made at no additional cost if:

- 1) \*boat is improperly placed, i.e., aligned poorly or unsafely on stands or cradle as determined by management.
- 2) \*or, if the marina staff clearly failed to follow a written instruction on the haulout or launch form unless such instruction would result in an unsafe condition.
- 3) \*or, if the boat owner was present at the haulout and gave specific directions in writing or asked for a change or adjustment which was agreed to by the marina management but was not carried out.

**B.** When supervisor and management can determine that there was no error on the part of the crew, and the boat owner maintains that a further adjustment is essential, a charge will be made to the account of that owner or renter, according to the scheduled rates for time, services and equipment use.

**C.** In the event that the owner or renter, while being present during the haulout or launch process, becomes involved and demands additional attention that exceeds beyond normal time allowance, this additional time will be billed at normal marina rates.

**D.** Omission of data on the haulout or launch form by the owner or renter as to the placement of the boat on supports or in the slip that results in additional crew work will be handled on the basis of our best judgement, and time worked thereafter will result in a charge at normal published rates.

## 6. STORM PRECAUTIONS:

- A. To prevent damage from weather, especially storms, dock lines and fore/aft spring lines with chafing gear should be properly secured and doubled up. All personal property used outside the boat shall be battened down securely. Storage inside the boat for any personal property (plants, decorations, furniture, clothing) which needs protection from wind and weather is encouraged, especially when the boat owner is absent. In addition, the general manager should be notified when a boat owner is going to be away for several weekends at a time.
- B. In the event of any emergency, the Manager or his employees, at the Managers' discretion, may enter, relocate, or haul out a boat in order to prevent loss of said vessel, damage to other vessels, or damage to the Marina property. All costs will be incurred to the owner of said vessel.
- C. Winter Precautions: Any boats remaining in the water for the winter must be winterized.
- D. **No heaters may be left operating on unattended vessels.**
- E. All owners and renters should make sure that the marina office has their current phone number on file.
- F. **Any boats remaining in the water from December 1 through April 1 must be double lined.** In the event lines have to be added by the marina, the owner or renter will be charged for these lines at retail cost.
- G. Owners/Renters are advised to provide the marina office with a key or combination to the cabin.

## 7. MARINA ACCESS POLICY

The marina office will control access to the marina during working hours via the buzzer at the gate. Owners/Renters are responsible for advising their guests or contractors of this system. All visitors will be asked to provide your name and slip number before entry will be allowed.

## 8. TRANSIENT VESSEL POLICY

- A. If you want your slip to be used for transient dockage, please notify the office. 50% of all income received will be given to slip owner/renter. Electric costs collected will be completely reimbursed to the member.
- B. The marina office must be made aware of the member's departure and return dates.
- C. Please advise the office of an earlier return.

## 9. RECREATIONAL VEHICLE POLICY

Recreational vehicles may be parked at Bowleys in an area specified by the management and are subject to the following:

- A. Specific approval must be obtained from the Marina Manager prior to the parking of any recreational vehicle.
- B. Maximum stay is 5 days.
- C. Charges may be incurred at the discretion of management.
- D. Visitors are subject to marina rules and policies at all times.

## 10. ILLEGALLY PARKED & ABANDONED VEHICLES

- A. Designated no parking zones will be strictly observed. Vehicles remaining in these areas will be removed at the Manager's discretion.
- B. Parking is prohibited on grassy areas and pedestrian crossings.**

## 11. DOCKWAYS

- A. The docks are walkways for all to use when going to and from their boats. They are not to be used for boat repair projects, storage of tools, paints, parts, etc., while working on boats, or in any way which will block access for members, guests or yard personnel.
- B. Any pier planks that are found to be defaced or damaged in any way other than normal wear and tear will be replaced at offender's expense.
- C. Open fires, charcoal or gas grills are not allowed on docks or on boats while docked in the marina. Fires are permitted only in designated picnic areas and must be attended at all times.**
- D. Swimming and diving is not permitted from the docks or finger piers.
- E. Bike riding, skate boarding, roller blading & transportation of people in carts is prohibited on all piers. Employees, however, are authorized to ride bikes on the piers in the performance of their duties.**

## 12. SLIP MODIFICATIONS

- A. No slip modifications may be performed without prior written approval of The Board of Directors. Forms are available in the office for this purpose. All work shall be performed by an approved Marine Contractor.
- B. Tampering with the electric pedestals is not permitted. Painting or taping over the dock lights is prohibited.
- C. Boat Lifts **are not** permitted hydraulic or otherwise.

### 13. DOCK BOX SPECIFICATIONS, GUIDELINES AND INSTALLATION INSTRUCTIONS

- A. Only white fiberglass or stainless steel painted white boxes, of commercially available style, not to exceed 6' in length, will be approved for installation.
- B. Only one (1) box per slip is permitted.
- C. No dock boxes will be permitted on finger piers.
- D. Dock boxes shall be installed by thru bolting them to the extended pier planking provided at each slip by the marina and cannot encroach onto the pier more than 12".

### 14. ICE EATER POLICY

- A. Ice eaters are placed at the discretion of the Manager for protection of Marina property. They are marina property and are not to be tampered with or moved.
- B. If a slip holder wishes for his/her boat to be protected during the winter months, it is up to the owner/renter to provide his/her own ice eater.
- C. Where necessary the marina will arrange with the individual slip holder to use an owner's electrical meter. Those slip holders will be reimbursed for associated costs upon submitting the electrical bill to the marina.

### 15. SMALL CRAFT STORAGE RACK

- A. **The small craft rack (formerly the dinghy rack) will be used to store small marine craft up to 12 feet in length and a beam not to exceed 4.5 feet.**
- B. Small craft that meet the above criteria must be approved by management, registered with the marina, pay the yearly fee as shown on the current price list and display the yearly sticker visible from the marina road when in the rack.
- C. Each craft will be assigned a location on the rack for the year.
- D. Locations will be assigned on a first come, first granted basis.
- E. Renters of rack space will be given first choice of the same location for the next year. Application and payment must be made by February 15<sup>th</sup>.
- F. When the rack is full there will be no more storage at that location.
- G. Dinghies on a trailer must be stored on the back lot and will be subject to the storage fees for trailers

### 16. TRAILERS

- A. Any trailer on Bowleys property must display a current yearly registration sticker obtained from the office.
- B. Any trailer found not registered will be moved to a designated area and will be charged a moving fee as well as an administrative fee.
- C. Land storage fees will apply until the trailer is registered in accordance with the rules.
- D. Boat trailer must be parked in the back lot.

### 17. NOISE

After 10:00 P.M., no stereo or TV, etc. should be audible outside of one's own boat. All members and their guests shall refrain from playing stereo, TV, or musical instruments loudly at any time. At all times, quiet, orderly behavior is expected of all members and their guests. Everyone shall respect the rights of other persons lawfully on the premises. Parents shall not let children run on the docks.

## 18. PETS

Pets must be on a hand held leash when in the marina. Pets are not allowed to be left tied to the white house, rest rooms, toilet areas, pool, chandlery or bar, etc. Walk pets in rear lot area. Pets are at no time allowed in the Bowleys Chandlery, restrooms, pool area, or main house due to Health Department Regulations. **Owners are responsible for cleaning up after their pets.**

## 19. RESTROOMS/SHOWERHOUSES

The restrooms should be kept clean after each use. Please do not flush sanitary articles or paper towels down the toilet. If you discover a problem regarding the restroom facility, please report it to the management immediately.

## 20. LAUNDRY FACILITIES

Washers and dryers are available on a first come, first served basis. No one shall leave laundry in any machine after the cycle has been completed. **Please clean the machines after using and turn lights off.**

## 21. TRASH DISPOSAL & CLEAN-UP

- A. Dumpsters are provided by the marina. The dumpsters are furnished only for items that can properly and legally be disposed of in the dumpsters. Any other items are the responsibility of individual Members and their guests and outside contractors. A disposal site is provided for waste oil.
- B. No cleaning of tools and paint equipment, including brushes, is permitted in the rest rooms. The outside sink by the shop is available for this.
- C. Sanding, scraping and painting of boats on land must be done with a tarp on the ground to capture the residue.
- D. Antifreeze, oil, and other pollutants must be disposed of properly, not dumped on the ground.
- E. No disposal of waste or trash (including treated or untreated sewage from heads or holding tanks) is permitted in the harbor or docking areas.

## 22. DOCK CARTS

- A. Dock carts are for everyone's convenience.
- B. Please return carts to the head of the dock.
- C. Carts are not to be left on the dock.
- D. Do not allow children to ride in carts.
- E. Do not use carts for oily or heavy items such as outboards or generators.
- F. Any damage to dock carts will be repaired at the offender's expense.

## 23. SOCIAL ACTIVITY CENTERS

- A. Check with the office for rates and to make arrangements for groups to use The Chandlery, The Skippers Room, and the pool.
- B. Children under the age of 18 are not permitted in The Chandlery unless accompanied by an adult.
- C. There is to be no nude swimming in the pool
- D. Use of the marina facilities by owners or renters and their guests is limited to 30 people at any one time. Exceptions must be approved by the Management and charges will be made at the current rate schedule.

## 24. USE OF LAUNCH RAMP

- A. Owners/Renters in good standing, including immediate family members, under the age of 21, who reside with the member, may use the Launch Ramp without charge.
- B. If the owner leases the slip, the above privilege does not apply.
- C. Others may use the Launch Ramp by paying an annual ramp fee at the current rate schedule and displaying the appropriate decal, which is provided by the marina office.
- D. **Washing of boats is permitted in the Back Lot ONLY.**

## 25. BOAT LENGTH RESTRICTIONS

For safety purposes, in the exercise of the Board's authority under Article VII Section 2(E) of the Bylaws, and in order to evenhandedly enforce the terms of the Members' Slip Agreements, the "length overall" of any boat placed in any Member's boat slip shall not exceed the "length overall" (described in feet) which is stated in the last sentence of Paragraph 1 of the Member's Slip Agreement in effect for each respective boat slip. "Length overall" as used in this Rule and in Paragraph 1 of the Member's Slip Agreement shall be defined as the total overall length of the vessel as measured from the farthest projection forward to the farthest projection aft, including, but not limited to the boat's hull, any bow pulpit, swim platform, anchor davits, bowsprit, outdrives, outboards, etc., and any other extensions or items attached thereto. Descriptions of length contained in boat registrations, official documents, builder's certificates and the like shall have no bearing upon determining whether the boat in any particular slip is in compliance with the maximum "length overall" permitted in the slip in accordance with the Member's Slip Agreement for purposes of this Rule. In addition, Members shall ensure that their vessels are sprung fore and aft in such a manner as to eliminate or minimize intrusion into the marina's fairways. Decisions regarding whether any boat is in compliance with this Rule limiting "length overall" and the other requirements of this Rule, shall be made by the Marina Manager, whose decision shall be final unless overturned by an appeal to the Board of Directors at its next regularly scheduled meeting."

## 26. BOAT STAND RENTAL REQUIREMENTS

After March 26, 2007, any NEW member ( owner or renter ) shall be required to rent boat stands for \$150 per vessel. The number of stands required will be determined by the marina.

No one may bring boat stands onto the property after March 26, 2007.

\*\* Note – existing stand owners who remove their stands for maintenance each year may continue to do so.

## 27. FUEL TRANSFER PROTOCOL

There will be **NO** transfer of fuel on the property of Bowleys Marina except at the fuel dock via the fuel pumps. Transfer means moving the fuel from one container to another. Also, transporting fuel on the property must be done in an approved UL container.

## **28. SAND/SODA BLASTING**

Sand/Soda Blasting will be permitted in a designated area determined by management between June 15<sup>th</sup> and September 15<sup>th</sup>. Equipment usage charges will apply for vessel movement to designated area. Vessel must be fully tented to management's approval prior to start and clean-up must be approved prior to vendor departing property.

## **29. CONDITION, APPEARANCE, AND DOCUMENTATION OF THE VESSELS**

All vessels kept at the Marina, whether ashore or in the water, must display or otherwise be covered by a current state boat registration, documented use decal, and/or U.S. Coast Guard Documentation, as required by law. All vessels kept at the Marina must also:

- (1) Be maintained in tight, staunch and seaworthy condition;
- (2) Be kept neat, clean, and free of rust, mildew, peeling paint, rot, blistering, and flaking;
- (3) Be equipped with adequate mooring lines and fenders in strong, clean and satisfactory condition;
- (4) Not discharge any oils, fuel, waste, sewage or other pollutants into the water or onto the land; and
- (5) Display a neat, shipshape, and aesthetically pleasing appearance.”

## **30. REBLOCKING OF VESSELS STORED ON LAND OVER ONE YEAR**

Any vessel remaining in dry storage ashore, and which has not been moved or reblocked for one year or more, may, at the sole discretion of the Marina Manager, be annually relocated and/or re-blocked in order to ensure proper support, to prevent damage to the vessel and others around it, and for the safety of marina property and personnel. Labor, materials and equipment used in such annual relocation and/or reblocking shall be billed by the Marina to the owner of each vessel relocated and/or reblocked at the standard rates then in effect at the Marina. Failure to pay said billing when due shall constitute a breach these Rules, Regulations and Policies, and shall further constitute a breach of the Member Slip Agreement and/or Slip Rental Agreement, with all attendant consequences and penalties.”

## **31. PENALTIES FOR VIOLATION OF POLICIES, RULES, REGULATIONS & BYLAWS**

In addition to its ability to exercise all of the other rights and remedies set forth in the Bylaws and Member Slip Agreements, after providing the offending Member or Lessee of wet or dry space in the Marina, with notice and an opportunity to be heard, the Board of Directors shall have the right to assess any Member or Lessee found by a majority of the Board of Directors to have violated the Bylaws or the Policies, Rules and Regulations of Bowleys Marina, Inc., with a reasonable fine in the amount of \$25.00 for each separate violation, or in the amount of \$25.00 per day for any continuing violation until said violation is abated in the judgment of a majority of the Board of Directors. With respect to Members, such fines shall be considered as an “additional charge” as that term is used in Paragraph 12(1)(a) of the Member Slip Agreement.”

### **32. DOCK UMBRELLA POLICY**

Umbrellas on Piers – Must be installed in a secure manner. When opened, the outer edge of the umbrella must be a minimum of 7' above the pier. The maximum diameter of any umbrella shall NOT exceed 8 feet.

All umbrellas SHALL be lowered and secured when unattended or when wind is forecast to exceed 15 mph or is 15 mph or greater.

Umbrellas may be secured to pilings or properly installed dock boxes. Umbrellas shall never be secured to a light pedestal.

The occupant of the slip will be held responsible for any injury or property damage caused by an umbrella, even if said umbrella is secured properly and at the required height.

Management reserves the right to remove any umbrella whether found to be in violation of this Rule or not.

### **33. SLIP LICENSE AGREEMENT**

All Owners renting slips privately to individuals MUST use the Slip License Agreement adopted on November 23, 2009. The office will provide the Slip License Agreement upon request. Prior to any vessel entering the marina, the owner is responsible to ensure the Slip License Agreement is completed fully and the vessel is registered with the office. The agreement needs to be presented to the office prior to the vessel entering the marina and the vessel is subject to measurement to verify compliance with the LOA of the Member Slip Agreement for the slip being rented as deemed necessary by the Marina Management.

***Owners and renters are required to abide by the rules and regulations as outlined above and as from time to time posted at the Marina.***