

RULES AND REGULATIONS

The following Rules and Regulations (which may be amended from time to time in the sole discretion of Licensor without prior notice) are applicable to the Marina Premises and the use thereof. Compliance with these Rules and Regulations is required under all Boat Storage/Dockage License Agreements by reason of your presence on the Marina Premises or your use of any facility at the Marina Premises.

1. NO WAKE within or approaching the Marina Premises.
2. Only vessels in good condition, and under their own power, shall be allowed in the Marina Premises.
3. In the event of an emergency during Owner's absence (e.g., breakdown of bilge pump, leaks, bad lines, etc.), Licensor is authorized to make or order necessary repairs, at reasonable charges, which will be charged to and paid/reimbursed by Owner.
4. Owner is reminded that Owner (and its vessels) is bound by the Boat Storage/Dockage License Agreement, and among other things thereunder, agrees to pay and be otherwise responsible for any injury or damage to persons or property, including personnel or property at the Marina Premises, arising in connection with the presence of Owner or Vessel in or around the Marina Premises. Owner must at all times comply with the provisions of its Boat Storage/Dockage License Agreement.
5. Disorder, indecorous conduct, or other conduct by Owner, crew, contractors or guests, that might injure a person, cause damage to property or harm the reputation of Owner's operation at the Marina Premises are prohibited. Noise shall be kept to a minimum at all times. Owner's crews, contractors and guests shall use discretion in operating engines, generators, radios, and television sets, etc., so as not to create a nuisance or disturbance. The use of mechanical tools (buffers, sanders, etc.) outside of the Vessel is prohibited. All vessels must have underwater exhaust in operation.
6. Pets are permitted only if they do not disturb others. Pets must be leashed within the confines of the Marina Premises and may be toileted only on grass areas. Laundry shall not be hung on any Vessel, walkway, dock, or pier at the Marina Premises.
7. Fires (charcoal, gas or otherwise) are not permitted on any pier or dock, unless prior written approval has been obtained from the Dock Master.
8. Painting, scraping, or repairing of gear or items shall not be permitted on any walkway, dock, or pier. The extent of repairs and maintenance permitted on Vessel shall be at the sole discretion of Licensor.
9. Vessels leaving for an extended absence must so notify the Dock Master's office. Licensor reserves the right to license or lease any slip when vacant and retain the proceeds thereof, and it is expected that transients will move for vessels on seasonal contracts or on advance reservations. Owner acknowledges dock space assignment is temporary and may be reassigned by Licensor for any reason Licensor deems valid and reasonable. Subleasing of dock spaces, transfer of Vessels between dock spaces, or from one dock space to another, shall not be allowed, except upon prior written approval of Licensor. Owner authorizes that in case of an emergency, or if the Vessel is not moved in accordance with a prior notice from Licensor, Licensor may move the Vessel from a particular dock space to any other place. Vessel may be moved to another dock space to make room for special events at the Marina Premises, and Licensor will make reasonable efforts to provide 30 days' notice.
10. The Rules of the Road and Navigational Laws of the United States apply to all vessels within, entering or leaving the Marina Premises.
11. Refuse shall not be thrown overboard. Garbage shall be deposited only in cans (garbins) or other receptacles provided for that purpose. Owner shall notify Licensor of anything that will not fit in these cans and Licensor will dispose of same. Licensor may assess a disposal fee for items that do not fit in trash and trash receptacles. No person shall discharge sanitation effluent, oil, fuel, spirits, flammable substances, or oily bilge liquids into or near the Marina Premises. If Vessel has a sanitation device, Owner must comply with the most advanced state-of-the-art requirements of the Coast Guard governing its manufacture, installation and use. Every sanitation device must be properly functioning at all times while Vessel is in the Marina Premises.
12. Vessel shall not be used for commercial or business purposes, and advertising or soliciting shall not be permitted on any vessel within the Marina Premises. No Owner or Vessel may use the Marina Premises, its name, address, or phone number, for commercial or business purposes. No "for sale" or "for hire" signs may be put on any Vessel, unless prior written approval has been obtained from the Dock Master. Commercial vessels in the commercial zone with written authorization from Licensor are excepted.
13. Swimming, diving, and fishing are prohibited anywhere in the Marina.
14. Owner shall not store supplies, materials, accessories, or debris on any walkway, dock, or pier and shall not construct or place thereon any locker, chest, cabinet, or similar structure, except upon written approval from Licensor.
15. Each gate key and lift remote will be subject to a \$100 deposit. There will be a reasonable charge for any replacement of same. Owner shall not provide any gate key to any vendor or other person, nor shall Owner open any gate for any vendor. Each vendor must check in with the Dock Master each time such vendor enters the Marina Premises.
16. No photography, filming or other video sessions shall be allowed on the Marina Premises without the prior written consent of Licensor.
17. No event in which more than 15 people participate may be held at the Marina Premises without the prior written consent of Licensor.
18. License day starts at 6:00 a.m. Any Vessel using the Marina Premises prior to 6:00 a.m. will be charged for the previous day. Check out time shall be 12:00 noon. Any Vessel present in Marina after 12:00 noon will be charged for the following day.
19. An Owner or Vessel checking out of the Marina Premises shall report to the Dock Master's office and settle accounts prior to leaving. It is suggested that all Owners leave a forwarding address in order to permit prompt handling in the event a telephone call or mail is received for them. However, in any event, Licensor assumes no responsibility whatsoever for forwarding mail or messages. All personal property must be removed from the Marina Premises when the license is at an end. Licensor assumes no responsibility for any personal property that may be remaining. Licensor is entitled to immediately charge against the account of the submitted credit/debit card or other account any and all charges incurred by Owner or any other person connected with Vessel, including Owner's crew, contractors and guests.
20. Licensor governs and limits Marina parking spaces in the parking areas. The following are not allowed on the Marina Premises ("Prohibited Vehicles"): (a) motor homes or overnight-type vehicles of any kind, (b) trailers of any kind, or (c) commercial vehicles of any kind. Any Prohibited Vehicle on the Marina Premises may, in Licensor's sole discretion, be towed away and Owner shall be solely responsible for any incurred charges. Owner shall indemnify and hold Licensor harmless for any and all damages.
21. No person(s) may operate or ride any vehicle, motorcycle, bicycle, scooter, skateboard, roller blades, hover board or similar device on any dock or pier, and same must be stored on the Vessel or in designated areas. No drones may be operated within the Marina Premises.
22. The Department of Environmental Resources Management of Miami-Dade County (DERM) prohibits multiple vessels/boats in slips. Dinghies and tenders shall be stored on Vessel, not in slip and not on docks, fingers or piers.
23. Owners shall not refill his/her/its fuel tanks while Vessel is in any slip. Refueling shall only occur at the fuel dock
24. All charter operators, contractors and outside workers operating or working in the Marina must have liability insurance, and all licenses, permits and certificates required by all governing agencies, current and in full force. Owner shall at all times comply with any insurance requirements set forth in its Boat Storage/Dockage License Agreements, and Licensor reserves the right to require Charter Operators to maintain reasonable additional insurance.
25. Employees of Licensor may not be hired to perform work on any vessel at the Marina Premises, nor may they be hired to perform any other sort of task at the Marina Premises for or on behalf of any Owner, patron, crewmember, guest or other person.
26. Unauthorized use of Marina-supplied fresh water is prohibited.

OWNER