

Alpena Marina Regulations

The OWNER shall have first rights to the slip occupied the previous season with a signed seasonal slip agreement and \$100.00 deposit on or before March 1 of the current year.

Any commercial businesses operating within the marina shall be in compliance with all state, federal and local regulations and shall be registered with the Marina.

Every effort will be made to continue occupancy in the slip the OWNER prior occupied; however, the MARINA reserves the right to relocate or reassign slips in the event of, but not limited to, the slip being deemed unsafe, redesignation of the prior slip or boat size not appropriate for the designated slip.

OWNER may not occupy their slip until the entire slip fee has been paid in full.

Slip reservations shall be forfeited if seasonal deposits are not received by March 1 or on June 1 if seasonal slip fees have not been paid, unless prior approval has not been authorized by the Harbormaster.

For the safety of boaters, no anchoring or mooring is allowed in or around the marina area.

One dinghy or other auxiliary craft shall be a size suitable to be carried on board the boat leasing the slip. No more than one auxiliary craft per boat is permitted to co-occupy the slip so long as storage of such watercraft does not extend beyond the limits of the assigned slip or in any other way with the flow of traffic in the marina. Auxiliary craft shall be removed from the slip when the boat is out of the marina for more than one day. No slips shall be leased, or dockage permitted, solely to any auxiliary craft or personal watercraft.

The "NO WAKE" speed shall be observed at all times.

For the safety of all guests and boaters, bicycles, in-line skates, and skateboards are not permitted on the main docks or finger docks. Bikes shall be walked to the slip.

All boats should be inside the outer piling out of the fairway and will be assigned accordingly.

Camping outside of a vessel shall not be permitted on premises.

OWNERS shall be asked to keep the pier area clean and free of litter. Nothing shall be stored on the docks or piers without first obtaining permission from the Harbormaster.

Charcoal burners are not allowed on any dock. Open flames are prohibited except while cooking on a standard galley stove aboard a vessel. If you wish to cook with a charcoal fire, we have charcoal grills/picnic tables for your convenience, located on the shore near the ends of the docks.

Please operate your boat in a safe manner. No "cruising" is allowed in the marina (including auxiliary craft). Boats are expected to leave the marina immediately after checking out. Sail craft are required to enter or leave the marina under auxiliary power only (inboard or outboard motor). Sailing in the harbor is only permitted if you do not have auxiliary power.

Fishing is allowed within the harbor; however, no fishing is allowed on the docks or within 100 feet of a vessel. Fish cleaning allowed only in the Fish Cleaning Station. It is illegal to dispose of fish waste in the waters of the State.

Pets must be under control at all times and owners are responsible for cleaning up all waste. Pets must be accompanied at all times. Do not leave your pet chained, tied, or on a boat unattended at any time and barking must be restricted.

Loud music, noise, or other disturbances are strictly forbidden. Persons creating a disturbance or nuisance will be asked to leave immediately. Everyone within the marina shall observe designated quiet hours of 10:00 p.m. to 7:00 a.m.

Pump-out facilities are available at the fuel dock and toilet/shower facilities are located at the Boater's Lounge. Boaters are encouraged to use the toilet/shower facilities while onsite.

Due to limited parking, please respect the posted regulations governing parking in the marina area. A dockhand can assist you in securing long-term parking, if required.

No swimming/diving is allowed in the marina. Should an emergency arise requiring diving in the marina, check with the harbormaster first. It's the boater's responsibility to ensure that all proper safety precautions have been taken to protect both the diver and boater.

OWNER will provide proof of insurance to include, where applicable, pollution coverage on their vessels and equipment.

Sufficient lines, fenders, and other necessary tie-up gear will be furnished aboard the boat by the OWNER(s) prior to launching, and the OWNER(S) accept full responsibility for the condition of such gear and for any damage that may result from its failure. All boats must be equipped with a minimum 1/2-inch diameter twisted or braided nylon line (or approved equal). Boats that do not have this type of mooring line cannot stay overnight, until proper lines are obtained.

MARINA shall not be required to provide tie-up facilities after launching as a condition of the agreement. Regular rates will be charged for any tie-up facility occupied commencing on the date of launching, and MARINA may move the boat from time to time as may be necessary for the best utilization of its docks and moorings. Boats may be rafted if necessary.

Seasonal slip owners are not allowed to store trailers in the parking lot. All trailers shall be stored offsite. The City will relocate any trailers offsite to the Department of Public Works area located at 1001 Long Lake Avenue for a fee. However, the City of Alpena, nor MARINA will not be held responsible for theft, damage, personal injury, or property damage done to trailers in any way, except for its negligence. OWNER(S) agrees to hold harmless the City of Alpena.

MARINA shall incur no liability of any kind whatsoever for any damage resulting from fire, it being understood that the OWNER(S) shall carry such fire insurance as they desire for their protection. Nor shall MARINA be liable for any damage resulting from any strike, riots, or act of God, which includes all the elements, including force majeure. All vessels shall be handled at the OWNER(S) risk subject to reasonable care and handling. MARINA shall assume no liability for the condition of the Vessel.

OWNER(S) shall remove from the boat prior to storage all paints, thinners, gasoline cans or other materials which constitute a DANGER of fire both for the protection of MARINA and for other boat owners. MARINA does not undertake to examine any stored boats for such dangerous material; however, MARINA reserves the right to remove any such material should it be encountered in any craft during the process of hauling, storage, decommissioning, or repairs. All perishable food items must be removed from boat at time of haul out for storage or service.

The OWNER(S) recognizes that outdoor spaces is not fenced, and that MARINA does not provide security guard services. MARINA will provide periodic observation of the boat exterior and cradle or stands. MARINA does not inspect decks, scuppers, cabins, hull interiors or covers for soundness, water leaks or other damage from any cause including weather, theft, and vandalism. Insurance regulations restrict anyone from remaining overnight on boats on shore while in storage.

MARINA shall not be responsible for the loss of any articles or equipment left on the boat. Items not affixed to the boat should be removed by the OWNER(S) for safekeeping. MARINA likewise shall not be responsible for any fuel left in the boat, nor for any damage due to freezing. It is agreed that MARINA has been relieved of the aforesaid liability because of the low rate charged by it, and that higher rates are charged by MARINA if it is to be held liable for such loss or damage.

The OWNER(S) may employ outside help to do work on the boat. Ordinary light maintenance performed on your vessel is permitted. When work is being done by the OWNER(S) or by the volunteer or employed outside help, such work must be conducted in such a manner that will not hinder the work of others or create a hazard or cause damage that may result from their failure or the failure of their volunteer or employed workers (other than employees of MARINA) to observe the conditions of this agreement. All outside vendors must provide proof of insurance, satisfying MARINA management. When arriving at the marina to service any vessel, all vendors must notify the marina upon arrival at the marina's grounds. All vendors must perform services during normal business hours unless arrangements have been made with the Harbormaster in advance.

No person shall discharge oil, antifreeze, solvents, or oily bilges into the water. Overboard discharge of heads, holding tanks or oily bilge water within the marina is strictly illegal. Maintaining and repairing your boat invariably involves the use of chemicals and generation of waste that must be stored, managed, and disposed of in strict compliance with federal, state, and local environmental regulations. The OWNER agrees to be environmentally responsible for all products used by themselves, their repair facilities, and their crewmembers. Toxic materials such as paints, thinners, antifreeze, fiberglass resins and solvents, used and oily rags, old fuel, used oil, and many other products shall not be dumped on the ground or disposed of in the yard trash cans or dumpsters. The OWNER agrees to comply with the boat yard Environmental Policies as posted at the yard.

The OWNER agrees to be responsible for and hold the yard harmless against any liability for any violation of the environmental policies caused by the OWNER, crew members or other authorized agents and associates. When possible, the owner shall utilize recycling programs available for these materials.

OWNER(s) is responsible for cleanup of all scraping, sanding, and grinding of bottoms, topsides, brightwork, etc., in a manner that all removed material is to be collected and disposed of in

appropriate trash containers. Methods shall be taken including, but not limited to drop cloths, tenting, and dustless sanding systems confining all materials for removal and disposal for major sanding and stripping operations. When light or minor sanding operations are undertaken, the work shall be done in a manner including but not limited to trapping, sandbagging run off locations and preventative sweeping and proper disposal which prevents all sanded materials from running into the storm collection system including direct release into the harbor basin. Any and all methods used by OWNER(s) may be subject to inspection and approval by MARINA. All onsite painting shall be by roller or brush only. There will be no spray painting onsite. No spraying of fiberglass will be allowed onsite.

We require all OWNER(s) and Marina customers to comply with applicable State and federal laws.

No vessel will be allowed at the facility if it is not equipped with functioning, approved sanitation equipment. We reserve the right to inspect vessels at our facility for compliance.

OWNER(s) is responsible for cleanup around their areas and will be charged if this is not done to MARINA'S satisfaction. No boat will be launched until work areas are cleaned up satisfactorily to MARINA's representatives.

If the OWNER fails to properly execute any of the requirements of this agreement, the MARINA shall notify the OWNER, in writing, of the failure to perform and shall give the OWNER 5 (five) calendar days to correct the situation. If the OWNER has not resolved the issues after the allowed time, the OWNER shall have the right to correct the issues and bill the OWNER for the cost of taking the corrective measures.

MARINA will not accept or allow to remain at the MARINA, any boat that is, in the MARINA'S opinion, in an unsafe or unusable condition.

OWNER(S) expressly undertakes and agrees to the foregoing terms and conditions and agrees to hold MARINA harmless with respect to damage or loss to or of the Vessel and/or its outfit, except as such damage and/or loss may be conclusively attributed to MARINA'S negligence, and this undertaking is provided to induce MARINA to enter this agreement.