



OCEAN PINES MARINA RULES AND REGULATIONS 2016



THE DOCK MASTER IS AN AUTHORIZED REPRESENTATIVE OF THE OCEAN PINES ASSOCIATION, INC. AND THE BOAT OWNER CONSENTS TO ALL ACTIONS TO BE TAKEN BY THE DOCKMASTER AND/OR OCEAN PINES ASSOCIATION, INC. ALLOWING THE OCCUPANCY OF THE MARINAS BY THE BOAT OWNER. THE BOAT OWNER AGREES TO BE BOUND BY THE FOLLOWING RULES AND REGULATIONS WHICH ARE ATTACHED TO AND MADE A PART OF THE REGISTRATION APPLICATION.

1. Only pleasure boat owners who are current full-time residents and/or property owners in good standing will be eligible to rent slips. The Board of Directors have determined that if slips become available, non-property owners may rent slips, but will be charged an additional \$100 per season, or an additional 10% of the rate, whichever is higher.
2. Rentals shall be paid in advance. **NO REFUNDS WILL BE MADE.** No subleasing of slips is allowed. All slips are rented for a specific boat, only to be changed upon sale. Transfer of boats between slips is allowed only upon approval of the Dock master.
3. Slip fees includes first 100kw of electricity as normal use for all slips. A 15¢ per kw charge will be billed at the end of the boating season for usage over 100 kw. Boats left in the Marina after the season has ended (October 31) will accumulate a daily charge.
4. No advertising or soliciting is permitted on any boat within the Marinas.
5. Boats not marked or identified as required by law are not permitted within the Marinas. Boats in the Marinas shall be equipped with lights and operate to the Rules of the Road and Navigation Laws of the United States Coast Guard.
6. Owners will record their boats, home address, business address, and telephone numbers with the Dockmaster as a mutually protective measure.
7. All boats shall be tied up in berths in a manner acceptable to the Dockmaster.
8. Boats shall be of seaworthy condition and not constitute a fire hazard, or they shall be removed from the Marina at the expense of the owner. Owner agrees that in the event the Dockmaster determines the boat not to be in a seaworthy condition, notification of the violation will be made by regular U.S. Mail to the address set forth in the Ocean Pines Marina Boat Registration attached hereto and that at the expiration of the time set forth in the notice, the boat shall be removed from the Marina at the discretion of the Dockmaster, and owner agrees that he/she shall save harmless Ocean Pines Association, Inc., its agents, employees, and the Dockmaster from any acts, causes of action, and claims for things relating to the removal of said boat in any manner whatsoever.
9. The Dockmaster shall have the right to inspect all boats in the Marinas to determine seaworthiness and adherence to local, state and federal fire safety requirements.
10. No boats shall be operated within the Marinas at an unreasonable speed and the owner/operator will be held responsible for any adverse effects of the created wake.
11. It is recommended, but not required, that all boats be backed into the slips to limit the possibility of injury to people and/or damage to the docks and other boats.
12. No refueling of boats in the Marinas is permitted except at the Marina Fueling Pier where fire equipment and spilled fuel recovery equipment is located. **No gas containers unattended are permitted on any dock within the Marina.**
13. No fuel tanks shall be pumped out without obtaining prior permission from the Dockmaster.
14. No swimming, diving, fishing, or crabbing is permitted within the Marinas.

15. Boat owners shall keep the pier area clean and free of litter. Nothing shall be stored on any docks without first obtaining permission from the Dock Master. Charcoal burners are not allowed on any dock. Open flames are prohibited except while cooking on a standard galley stove aboard a vessel.
16. No nails, spikes, screws or other items may be placed on or affixed to any dock or piling within the Marina.
17. No refuse or fish remains shall be thrown into the water surrounding the marina. Garbage and debris must be deposited in receptacles supplied for this purpose. Fish remains must be thrown away in the dumpster located in the marina parking lot. Slip holders must obey all State and Federal laws and regulations pertaining to vessel discharge (oil, sewage, trash, etc.), even treated in a Type 1 or Type 2 MSD in "No Discharge" zones.
18. Disorder, depredation, and inappropriate conduct by a boat owner and/or his/her visitors that might injure a person, cause damage to property, or harm the reputation of the Marinas shall be cause for immediate removal from the Marina of the boat in question.
19. Vessels entering the Marina during any emergency shall be reported immediately to the Dock Master in order that needed assistance not be delayed.
20. No extensive repairs may be made to boats while in slips. Such repairs shall be made in areas designated by the Dockmaster.
21. In the event of an emergency situation, the Dockmaster may issue a mandatory evacuation. If an evacuation order has been issued, it shall be the responsibility of the owner to remove his/her vessel prior to the time set forth in the notice. Failure to do so will authorize the Dock Master to make arrangements for the removal of the vessel. Owner agrees that he/she shall save harmless Ocean Pines Association, Inc., its agents, employees, and the Dock Master from any acts, cause of action, and claims relating to the removal of said vessel in any manner whatsoever.
22. Should an owner sell or transfer the boat for which the slip was rented, the slip privilege will not automatically transfer with the boat to the new owner.
23. When an owner expects to have his/her boat out of the slip for more than one week, he/she shall so notify the Dock Master in advance in order that the boat will not be reported missing. The Ocean Pines Association, Inc. may lease the slip (without remuneration to the owner) during the period of absence. In the event that the owner returns and another boat is in the slip by virtue of the Ocean Pines Association, Inc.'s right to lease the slip, effort will be made to accommodate the owner in transferring the boat occupying the slip to another area. Owner agrees that in the event the relocation cannot be promptly accomplished, he/she cooperate with the Dock Master in taking temporary arrangements for his/her boat to be placed in another slip in the Marina until such time as other boats may be relocated.
24. The Dock Master and the Ocean Pines Association, Inc. are not responsible for any losses on, or damages to, the boats in the Marinas. Each owner will be held responsible for damage that he/she may cause to other boats in the Marinas, or for damage to any structure. Any boat which may sink in the Marinas shall be removed by the owner at the owner's expense at the earliest possible time, or it shall be removed by the Ocean Pines Association, Inc. or its agents and the owner agrees that he/she shall save harmless the Dock Master and the Ocean Pines Association, Inc., its employees or agents from and any action, cause of action, claim or right, whatsoever by virtue of the action taken under this paragraph, and further agrees to fully reimburse Ocean Pines Association, Inc. for all costs of removing said boat, and the boat owner shall be responsible for slip rental up to time of removal.
25. All slip holders must show proof of ownership and proof of insurance (Watercraft Liability Insurance Certificate) on their vessel.

PLEASE SIGN AND RETURN THIS FORM ALONG WITH YOUR BOAT REGISTRATION FORM.

Printed Name

Date

Boat Owner Signature