

MARINA RULES

The following Marina Rules have been adopted in order to provide a safe and inviting Marina for our patrons. These Rules, which are also posted in the Marina and on the Marina's website (www.gangplank.com, click on "2009 SLA and Marina Rules") are expressly made part of the License Agreement. Boat Owner, any member of his family, any of his employees, licensees, agents and guests (hereinafter individually referred to as "Boat Owner's Agent") expressly agree to comply with each and every Rule at all times. The Marina shall have the right from time to time to change or add Rules for the safety, care and cleanliness of the Marina or for the preservation of good order and, upon posting such amendments and additions in a conspicuous place in the Marina, they shall become part of the License Agreement. Boat Owner agrees to comply, and to cause Boat Owner's Agent to comply, with all Marina Rules.

1. Any boat which enters the Marina immediately comes under the jurisdiction of the Dock Master and Management of the Marina. Accordingly, slipholder must follow the instructions of such Dock Master or Management for the safety and well being of all persons and boats using the Marina. No slipholder shall direct, supervise, or in any other manner, attempt to assert control over any employee of the Marina.
2. The Rules of the Road and navigation laws of the United States apply to all boats in, approaching or leaving the Marina.
3. All Licenses are contingent upon examination and approval, by the Dock Master, of the boat to be berthed in the Marina. Boats not in good condition will not be admitted to the Marina. Failure to maintain the boat in good condition shall, after 10 days written notice, be cause for removal of the boat from the Marina. An inspection or Marina survey, which will be not more than six (6) months old, may be required before admitting the boat.
4. Should slipholder's boat sink in the marina, slipholder agrees to remove the boat within 24 hours of its sinking. Marina may move or have the vessel removed at the slipholder's cost. Any vessel experiencing more than normal leakage must be repaired or removed from the marina. Slipholders are responsible for pumping out their vessels as necessary. However, should an emergency develop whereby the Marina uses its equipment and/or manpower to pump out a vessel, a charge will be assessed. In the event an emergency or unsafe condition is observed during the slipholder's absence, such as the breakdown of a bilge pump, leaks, bad lines, or other cause, the Marina Management is authorized to make necessary repairs which will then be charged to the Slipholder. Nothing herein gives rise to any cause of action, claim, or other right for failure of the Marina and its employees and agents from taking any action under this paragraph or for any right, cause, or claim arising from the method of action taken by the Marina, its employees or agents.
5. Marina assumes no responsibility for improperly moored boats or improperly tied lines. Slipholders shall properly moor and secure their vessel at all times so that no damage occurs to other boats or the Marina property. The Marina reserves the right to replace defective lines or correct defective mooring when necessary and to charge the Slipholder for the cost of such replacement or correction.
6. SEVERE WEATHER – Slipholders shall be responsible for properly securing their vessels in the event of severe weather so that no damage occurs to other boats in the Marina. If, in the sole opinion of Marina Management, slipholder has not taken necessary and appropriate precautions, Marina personnel may, but shall not be obligated to, appropriately secure vessels or prepare vessels for foul weather at the cost and expense of Slipholder. Slipholder shall be responsible for all damages to other boats and the Marina for failure to appropriately secure their vessels. In the event of hurricanes or other major storms, Marina reserves the right to request the Slipholder remove its boat from the Marina to safe anchorage. Slipholder shall be responsible for any losses, damages, or expenses incurred by Marina as a result of Slipholder's failure to comply with any such request.
7. Boats with swim platforms, outboard motors, rudders, kayaks, dinghies, or any other objects must not extend into the fairway. Any overage from the slip length will result in billing for the overall length utilized or reassignment to a larger slip at the applicable rate for such larger slip. All additional boats and crafts, including, but not limited to runabouts, rowboats, dinghies, kayaks, and life rafts, must be placed within the confines of the slip, on davits or physically upon the slipholder's vessel so as not to extend beyond vessel length. If such craft is not capable of being stowed within the confines of the slip, a separate slip fee may be charged by the Marina.
8. No Wake Allowed!! Boat Owners and Boat are responsible for damages caused by Boat's wake.
9. Guests and service personnel must be accompanied by the Boat Owner, or prior authorization must be given to the Dock Master.
10. ONE parking permit per slip will be issued, expressly for the use of the Boat Owner, while the Owner is at the Marina. Possession of a valid parking permit DOES NOT guarantee a parking space. A valid monthly permit must be displayed on the rear view mirror at all times. Any vehicle NOT displaying a CURRENT permit, or parking anywhere other than in a designated parking space may be towed at the Owner's sole risk and expense. Vehicles must be registered at the Dock Office. The Marina DOES NOT warrant the availability of parking. The Marina disclaims responsibility for vehicles parked on Gangplank property, including damage to, theft of or theft from vehicles. Permits will NOT be issued to delinquent accounts. Parking permits are NOT transferable. Boaters' guests are expected to park on the street. Long term storage of vehicles is prohibited. Vehicles, in this case, mean private passenger types. Commercial vehicles which are part of a fleet owned by a slipholder will not be allowed to be parked, stored or allowed into the marina for any reason other than to unload and then to be removed. This also applies to daily parking permits which will not be issued to commercial vehicles belonging to slipholders. Commercial delivery vehicles do not require parking permits. Venders and contractors vehicles will be allowed only for as long as their business purpose requires but in no cases will be allowed to be overnight. All trailers are prohibited from entering the parking lot.
11. Walkways shall be kept clear at all times. Supplies, equipment, dinghies, accessories or debris shall not be left on walkways or finger piers. Boarding steps and ladder are subject to approval by the Marina. Water supply hoses of unattended vessel(s) shall be disconnected at the dock and stowed appropriately at the dock pedestal or aboard the vessel.
12. "For Sale" signs must be approved by the Marina.
13. Advertising or soliciting shall not be permitted in the Marina unless authorized, in writing, by the management.
14. There shall be no commercial activities conducted in the Marina without prior written consent from the management. Commercial activities include, but are not limited to, rental or leasing of boats, chartering of boats, use of the Marina address, and use of a number of a telephone or facsimile on a boat in any advertising, brochure, letterhead, business card, or other commercial document. Any questions should be directed to the Dock Master.

15. Laundry shall not be hung on boats or docks.
16. Absolutely no outside charcoal or gas cooking, or open fireplaces, are permitted in the Marina. There will be absolutely no fireworks of any kind used or stored in the Marina.
17. Household trash and garbage must be placed in **sealed plastic bags** and disposed of in the trash bins located on the main walkway. Under no circumstances may trash be put in paper bags or cardboard boxes, or placed on the dock. Glass, aluminum tins and plastic must be separated, and placed in the provided recycling containers. Cardboard boxes must be flattened and placed with trash. Newspapers must be carried to the container provided for this purpose in the parking lot. Any construction debris, old furniture, or other bulky items must be removed from the Marina and Parking Lot by Boat Owner.
18. Oil must be disposed of in the designated oil drum in the parking lot. The Federal Water Pollution Control Act forbids the discharge of oil or oil waste into or upon navigable waters of the United States if such causes a film or sheen upon or discoloring of the surface of the water, or causes a sludge or emulsion beneath the surface of the water. Violators are subject to a fine of \$5,000.00 dollars. Ask the Dock Master for assistance prior to disposal of paint and other chemicals.
19. Under no circumstances may a Boat Owner plug into any other slip outlet, even with the permission of the occupant of that slip. If there is an emergency, notify the Dock Master. Under no circumstances will anyone plug into any Marina plug, light or appliance.
20. Loud noises such as hailers, loud music, or unnecessarily loud revving of engines will not be permitted. Dock parties must conclude by 11:00 p.m. Sunday-Thursday, and by 12:00 midnight Friday and Saturday. Any noise which can be heard further than two slips from the boat will be considered to be too loud.
21. For the safety of all concerned, if the Boat is to be occupied by a person other than the Owner, the Marina must be contacted in writing.
22. Boat Owner should not hold the gate open for anyone to enter unless the person is known to belong in the Marina, and has his/her own gate key.
23. Pets, when on Marina property, **MUST** be controlled and accompanied by the Slipholder at all times. Pets must be on a leash or in or on the slipholder's vessel at all times. Pets are not to be chained or tied to any common area, dock, or pier unattended by the Slipholder. If a pet soils Marina property, the owner must clean it up immediately. Slipholders shall promptly reimburse Marina for the cost of cleaning or repairing any damage to Marina property caused by such pets. The owner of each pet shall ensure that his pet does not interfere with the rights, comforts, or convenience of other slipholders or Marina guests.
24. All connections made by the Boat Owner to electrical receptacles shall be approved by the Dock Master.
25. This Marina has a "NO DISCHARGE POLICY" in effect.
26. Power tools may be used to aid in performing minor repairs and improvements to boats under the following conditions:
 - (a) Power tools must be of the "dustless" variety or have vacuum assists. They may be used only during the following times: Monday through Friday 7:30 am to 6:00 pm and Saturday & Sunday 11:00 am to 5:00 pm.
 - (b) Precautions shall be taken in order to prevent contamination of the Channel or of other boats. The failure to prevent any material from entering the water will result in a "Stop Work Order" and no further work on the vessel will be permitted in the marina. Furthermore, repairs that may damage the docks are not allowed. Boat Owners are liable for any damage to Marina property which occurs as a result of such repairs.
 - (c) At the end of the day, all tools, lumber, supplies, etc. shall be neatly stored upon the vessel. Work areas shall be covered with tarps, in order to maintain a neat appearance. Under no circumstances shall items be left on docks or finger piers (see Rule 11).
 - (d) Any debris that results from repairs (containers, wood, residue, etc.) shall be removed from the Marina property by the Boat Owner. The Marina reserves the right to charge the Boat Owner for the removal of debris left on Marina grounds.
27. As a boater, it will be your responsibility to notify the Marina Administrative Office, in writing, of any changes to your boater status, i.e.; Liveaboard status, RF connection (cable TV), departure date, etc. A credit to your account will be issued only if the Marina Administrative Office is notified, in writing, prior to any such changes. A box for this purpose is provided outside the Security Office or changes can be mailed to: Gangplank Marina, Attn: Assistant Dock Master, 600 Water Street SW, Washington, DC 20024-2488.
28. Recreational slipholders (non-liveaboards) may spend no more than four nights aboard their vessel during any one week period (Sunday to Sunday). They may not receive any mail at the marina. They must maintain a separate landside legal residence and they may not utilize the marina address on any governmental issued identification or represent to any individual or governmental entity the marina as their residence.
29. Vessel owners, immediate family (first degree of consequence) or significant other co-habiting persons may reside on "liveaboard" vessels. The maximum number of people allowed to live aboard a vessel is four unless authorized by marina management.
30. No vessel shall be permitted entry to the marina which is unable to supply its electrical needs from shore power, wind power, solar power, or batteries. All vessels entering the Marina with fuel burning electrical generating equipment (hereinafter "auxiliary power") shall be equipped with a non-resettable hour meter; and the auxiliary power system shall be maintained in accordance with the recommendations of the equipment manufacturer or to industry standards for similar models if manufacturer specifications are unavailable.

Non-Commercial Vessels

- (a) Non-commercial vessels are prohibited from operating auxiliary power for more than five hours during any slip license year (April 1st through March 31st of the succeeding calendar year) while moored at the Marina, and are prohibited from running auxiliary power systems during any Code Orange, Code Red or Code Purple Air Quality Action Days as established by the Greater Washington Metropolitan Council of Governments. All non-commercial vessels shall maintain and, upon request from the Dock Master, will submit a log demonstrating the vessel's compliance with this subsection. The failure to produce either an operational log or evidence of the auxiliary power's maintenance shall be presumptive evidence of non-compliance with this Rule.
- (b) Notwithstanding subsection 30(a), a vessel in the marina may operate auxiliary power for more than five hours during a slip license year provided:
 - i. The Dock Master determines that an emergency condition exists onboard the vessel which represents an imminent threat to life, property, or the environment, and the Licensee takes immediate action to restore shore power or other non-fuel based electrical generating capacity to mitigate the danger. In no event shall the Dock Master permit a vessel to operate auxiliary power for more than four consecutive days.
 - ii. During a significant disruption of the electrical grid and/or marina shore power transmission system such as a natural disaster or "blackout."

Commercial and Foreign Flagged Vessels

- (c) No commercial vessel shall operate auxiliary power for more than thirty minutes prior to embarkation or for more than thirty minutes after disembarkation.
 - (d) All commercial vessels in the marina are precluded from performing maintenance upon their auxiliary power systems where maintenance requires the running of the equipment during any day designated as Code Red or Code Purple Air Quality Action Days as established by the Greater Washington Metropolitan Council of Governments.
 - (e) Nothing in this Rule shall preclude a captain of a commercial vessel confronted with an emergency (severe weather conditions, onboard fire, taking on water, food safety) from running auxiliary power to mitigate the threat to life, the vessel, or the environment.
 - (f) Nothing in this rule shall preclude a commercial vessel from operating auxiliary power during a significant disruption of the electrical grid and/or marina shore power transmission system such as a natural disaster or "blackout."
 - (g) Foreign flag vessels, including foreign flagged men-of-war and foreign flagged naval training vessels, are exempt from this Rule provided the home nation is a member of the International Marine Organization and has formally adopted Annex VI to the International Convention on the Prevention of Pollution from Ships.
31. On days designated by the Metropolitan Washington Council of Governments as Code Orange, Code Red or Code Purple, the use of small gasoline engines (e.g., power washers, garden tools, etc.) and the use of aerosol spray cans shall be prohibited. Nothing in this rule shall prohibit the use of four cycle outboard engines on vessels.
 32. All vessels with inboard propulsion systems and/or auxiliary power shall place oil absorbent materials commonly known as "diapers" or "sweeps" in their bilge compartments or immediately underneath the oil pan of each engine and auxiliary generator and shall replace these items when they become saturated with oil and shall dispose of the contaminated items as directed by the Dock Master.

THESE RULES CONSTITUTE A PART OF THE **SLIP LICENSE AGREEMENT** AND THEY WILL BE ENFORCED.

Slip holder's Initials _____

Date _____