Sister Bay Marina Rules, Terms & Conditions

In an effort to provide an inviting atmosphere for all boat owners docking at the Sister Bay Marina, the following rules and regulations are provided for your protection. Your cooperation is greatly appreciated.

INSURANCE REQUIREMENTS: Owner shall maintain insurance in the following amounts with responsible insurance companies reasonably acceptable to Marina: (i) Liability Policy, covering bodily injury and property damage, personal and adverting injury, and pollution liability with minimum limits of $1,000,000 per occurrence; and (ii) Hull coverage of at least market value of the Vessel. Proof of insurance as well as a valid copy of the Vessel's state registration or federal documentation provided upon request. Owner understands that such insurance amounts are minimum requirements and are not intended in any way to limit Owner's liability. Owner's insurance shall be primary and non-contributory as to Marina's policies.

DOCKAGE/SLIP FEES: Dockage fees are payable in full prior to occupancy in accordance with the payment schedule set forth by the Marina. The Marina reserves the right to haul and store at the Owner's expense any Vessel which occupies a slip prior to the full payment of dockage charges. The Village reserves the right to assign boat slips and dock ties. Vessels assigned to a slip will appropriately fit the slip assigned inclusive of all attachments fore and aft. Vessels over or under may be considered non-compliant and may result in a slip move, additional fees, at the discretion of the marina manager.

TRANSIENT CANCELLATION POLICY: All reservations are PAID IN FULL at the time the reservation is processed by marina staff. Transient Reservations (Up to 14 Days) - NO REFUND will be issued for early departures once vessel has arrived in a slip & a FULL REFUND minus $10 service fee will be issued if a cancellation notice is provided 24 hours in advance to 1:00PM CT of arrival date. Long Term Transient Reservations (14+ Days) - NO REFUND for early changes to arrival date within 7 days prior to original arrival date & a FULL REFUND minus a $10 service fee will be issued if cancellation notice is provided up to 7 days prior to 1:00PM CT of arrival date. NO REFUND will be issued for early departures once vessel has arrived at slip.

ADEQUACY OF WATER LEVELS: The Owner acknowledges that the Marina makes no representations regarding the adequacy of water for ingress/egress. The Owner agrees not to hold the Marina responsible for any damage resulting from low water levels.

SPACE AVAILABILITY: The Marina reserves the right to temporarily or permanently move a Vessel to a comparable dockage space other than that space initially assigned to the Vessel without notice to the Owner for reasons of safety or security of the Marina property or the Vessel and surrounding vessels or for any other reason which the Marina, in its sole opinion, determines reasonable justification to move the Vessel.

TRANSIENT USE: The Owner agrees to notify the Marina if it intends to vacate the Slip overnight or for longer during the duration of their reservation. The Marina shall then have the right to place another vessel or vessels in the Slip for the period of time the Owner's Vessel is away without allowance of any kind to the Owner. Should the Vessel return early, the Marina will make every attempt to place the Owner's Vessel in a suitable place until the Slip becomes available. All lessees will be responsible for the safe and proper mooring of their boats. Boats breaking their moorings may be removed at the expense of the owner. Please check your line inventory, etc. before docking. The break wall and all floating and fixed piers are considered public walkways and should remain free of gear, chairs, tables, bicycles, inflatables and similar items for patron safety and access. Likewise, shore power cords and water hoses should not create a trip hazard. No attachments can be made to the break wall, floating and fixed piers, without the approval of the marina manager.

SPEED LIMIT: The speed limit in the harbor, when approaching or leaving will be DEAD SLOW.

FUELING: For safety and pollution prevention reasons **- Fueling is strictly prohibited!** Owners, their representatives and/or guests may not fill fuel tanks from portable containers at any time while on Marina property.

CHILDREN: Young children should be always accompanied by an adult and the Marina recommends that all non-swimmers wear life jackets near the water.

PETS: Pets must be always kept on a short lead. Owners must clean up after their pets. Any pets found to be a nuisance to other Marina customers may be required to leave the property at the Marina Manager's discretion.

QUIET ENJOYMENT: Owner shall not make or allow any disturbing noises in the Marina. No generators, stereos, radios, televisions or parties are permitted outside the confines of interior cabin during quiet hours between 10:00 PM to 7:00 AM. Unbecoming or disorderly conduct, including public intoxication, abusive language, or physical threats or altercations directed at any other person will not be tolerated and are cause for immediate expulsion from the Marina.

VEHICLE PARKING: Vehicles found to be improperly parked may be towed at the vehicle Owner's expense. Vehicles parked longer than the limits noted on parking signs, including the temporary loading spaces on Bay Shore Drive, must be parked in the Village lots and not in the dock parking area. Please always observe this rule as improperly parked vehicles may be removed at the owner's expense or may be ticketed.

GARBAGE & RECYLING: Garbage dumpsters are located on the west side of the Marina Office. Please do not leave garbage on the docks or in the small cans on the Marina grounds. The dumpsters may only be used for disposal of refuse generated at the Marina. Recycling is encouraged throughout the entire Village. Recycling containers will be provided for you. We ask that you help to protect the environment by recycling whenever possible.

OVERBOARD DISCHARGE/HAZARDOUS MATERIALS: The Vessel must be equipped with a sewage holding tank for all toilets, which tank shall not allow toilet waste to be discharged into the water of the Marina. Marina shall be entitled to require that Owner insert a dye tablet in the Vessel's holding tank. Owner shall not store, release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline or untreated sewage ("Hazardous Substances") into the water or lands of the Marina. Owner hereby indemnifies, defends and saves Marina harmless from all liabilities, claims, losses, expenses and obligations arising from the use, storage or placement of any Hazardous Substances upon the Slip or the Marina (if brought, placed thereon, or released by Owner, its agents, employees, contractors, or invitees), which obligations shall survive the expiration or termination of this Agreement. The owner shall be responsible for immediately reporting and cleaning up any such release. Owner shall immediately report any release to the appropriate government authorities and to the Marina manager and shall keep Marina informed daily of Owner's actions with respect to any clean up. If Marina is not satisfied, at Marina's sole discretion, with Owner's actions in reporting and cleaning up a release, Marina may take any action it deems appropriate regarding the release, at Owner's expense.

USE OF ELECTRICITY: Outlets are provided throughout the Marina for customer use. In some cases, use of electricity will be subject to charge by the Marina. Burned out or otherwise damaged receptacles will be repaired by the Marina staff and charged to the Owner. Voltage regulation and surge protection shall be the sole responsibility of the Owner. All shore power, adapters and electrical plugs must be equipped with acceptable ground weather proofing in accordance with Article 555 of the National Code. In 220-volt, 50-amp systems, the neutral leg does not constitute a ground leg.

ARRIVALS, DEPARTURES & SLIP ASSIGNMENTS: Check-in time is any time after 1:00p.m.,and check-out time is at 11:00AM. Early arrivals, late checkouts and slip specifications will be accommodated when possible but cannot be guaranteed, and additional charges may apply. Slip assignments will be given upon arrival to the marina.

END OF SEASON: Transient/Seasonal slips must be vacated by the October closing date, unless otherwise prearranged. (Enforcement of this rule allows for timely and orderly winterization of the Marina.) Your boat must be removed from the Marina, or you may be charged the transient dockage fees per the transient fee schedule.

OTHER GENERAL RULES: The Owner agrees to be bound by the following additional rules while occupying the Slip at the Marina. Swimming is not allowed from the Marina docks. There shall be no fish or dinghy cleaning on the docks of the Marina. Open flames are only allowed in designated grilling areas. Absolutely no open flames are allowed water-ward of the shoreline. No carpeting or other accessories may be attached to the docks of the Marina in any way without the prior approval of Marina management. The number of people staying overnight on a Vessel at the Marina shall be no greater than the number of permanent berths on the Vessel.

BOTTOM CLEANING: In compliance with State environmental regulations, in-water bottom cleaning is not permitted at the Marina.

DINGHIES: Tenders are not to be tied up alongside Vessels while in the Slip. Dinghies left in unoccupied slips for which the Owner does not hold a rental contract will be hauled at the Owner's expense and liability.

RECREATION AREAS: All people using the recreation areas must always comply with posted rules. Skateboarding and/or rollerblading will not be allowed on the docks or Marina grounds.

CONDUCT: All persons using the Sister Bay Marina must conduct themselves with discretion and be considerate of their neighbors. NO EXCESSIVE DISTURBANCES OF ANY SORT WILL BE ALLOWED BETWEEN 10:00 P.M. AND 7:00 A.M.

Any individual(s) behaving in a disruptive fashion at the Marina, or who is/are abusive to Marina employees, or if he/she/they have exhibited similar behavior in the past, the Marina Manager/ Supervisor does have the authority to remove them from Marina property and permanently ban the individual(s) from the Marina. Any fees or lease amount paid to the Marina shall be forfeited at that time.

All visitors, lessees and users of the Marina, Marina Park, other Village parks and property are required to comply with Chapter 38 of the Village code. Chapter 38 includes regulations related to: boating, park rules, dogs, alcoholic beverages, vehicles, littering, curfew, launching fees, fires, hunting and trapping. The complete regulations are available online at www.sisterbaymarina.com.