

THE CONCH HOUSE

St. Augustine, FL

Marina Rules & Regulations

In an effort to provide an inviting atmosphere for boat owners using space at the CONCH HOUSE MARINA, the following rules and regulations are provided for your protection. Your cooperation in observing the following rules will be appreciated.

1. **Seaworthy Condition:** Only vessels, in good and seaworthy condition, and under their own power shall be permitted to enter the assigned slip/space. All vessels must be able to operate under their own power at all times.
2. **Speed Restrictions:** Owner agrees to limit their vessel to idle speed while within Marina waters. All vessels and dinghies shall be operated under power or oar. No vessel or dinghy will be permitted to operate under sail within Marina waters.
3. **Registration, Rental Agreement:** No vessel may be moored at a berthing space or adjacent area unless a current Conch House Marina Dockage Agreement is in effect between the owner/agent of the vessel and the Marina.
4. **Dockage Day:** Payment due at time of registration. Dockage date begins at 6:00am. Any vessel docked prior to 6:00am will be charged dockage for the previous night. Check out time is 11:00am. Any vessel that occupies a berth after 11:30am will be charged dockage for the night. Guaranteed reservation must be cancelled by 3:00pm or dockage for one day will be charged.
5. **Check Out:** Guests checking out of the Marina shall report to the Marina office and settle their account prior to departure. Owners shall notify Marina office prior to removing their boat permanently from the Marina.
6. **Information Update:** The "Owner" agrees to immediately contact the Marina Office of any change of registration address or telephone numbers.
7. **Subleasing:** Subleasing of slips/spaces, transfer of boats between slips/space to another slip/space is not permitted. No slip/space renter shall allow any vessel other than his own to occupy the slip/space granted him under the terms of this Agreement.
8. **Private Marina:** The Conch House Marina's docks are for the private and exclusive use of our guests including slip owners, captains, crew, and visitors invited by such guests. The Conch House Marina does not maintain a public "Dinghy Dock" and furthermore does not allow public use of shower and laundry facilities. Trespassers will be removed from the premises and prosecuted.
9. **Dinghy Dockage:** The marina defines a dinghy as any vessel under 13 feet that does not exceed the width of the slip when tied along side the primary vessel. Any dinghy tied up elsewhere and those exceeding these requirements will be considered a second vessel and charged regular dockage.

10. **Extended Cruises:** Owners of vessels leaving for an extended cruise are required to notify the Marina office. Marina reserves the right to rent all slips/spaces when vacant. Transient vessels occupying an absent Owner's slip/space are required to move from said slip/space and the Marina reserves the right to move said transient vessel without notice.
11. **Emergency:** In the event that an emergency has occurred during the Owner's absence, the Marina reserves the right but not the responsibility to take such action as it deems necessary and prudent to safeguard said vessel, its slip/space, adjacent vessel, or property of the Marina. Owner agrees to reimburse the Marina for any and all cost it incurs on behalf of Owner's vessel in emergency situations.
12. **Storm Preparation:** There will be a charge for equipment and services rendered due to storm preparation for individual boats that are improperly secured.
13. **Live Aboards:** No owners, Agent or guest shall live aboard their moored vessels.
14. **Vessel Appearance:** All vessels shall be kept in a clean and orderly condition. No laundry, towels, bathing suits or other such items shall be hung on vessel, docks or pilings.
15. **Noise:** Noise shall be kept to a minimum at all times. Patrons shall use discretion when operating engines, generators, radios and television sets so as not to create a nuisance or disturbance.
16. **Pets:** All pets must be leashed. Pets shall be controlled and toileted in a designated area. At the sole discretions of the Conch House Marina , any pet deemed to be a nuisance may be banned.
17. **Signs, Advertising and Address:** No " For Sale" signs or other signs shall be placed on the vessel or vessel slip/space without permission of the Conch House Marina. The Marina reserves the right to remove any non-approved sign from the vessel or slip/space without notice to Owner. Similarly the Owner shall not affix or attach by screws, nails, bolts or any other object, any article, fixture or equipment to the docks, piers or buildings of the Conch House Marina. Neither the vessel's nor the Conch House Marina's address shall be used for business purposes without permission of the Marina.
18. **Contracted Services:** No contractor, service organization or individual will be permitted to work on any vessel berthed at the Conch House Marina without proof of insurance and Worker's Comp. Coverage on file and prior approval from the Marina office personnel. Contractors must sign in with marina office daily.
19. **Maintenance Work Within Slips:** Painting, scraping or repair of gear shall not be permitted on the docks or finger piers. The extent of maintenance or repair work an Owner may perform on his vessel while within a slip shall be at the sole discretion of the Marina. No rotary disk sanding or spray painting is allowed in the Marina.
20. **Storage on Docks:** Owners shall not store or place supplies, bikes, equipment dinghies, skiffs, surfboards, accessories or materials or debris of any kind on docks or finger piers. Owners shall not construct or place any lockers, chests, storage cabinets or similar structures on the docks or finger piers. "Docksteps" must be approved by the marina director.
21. **Fires and Dangerous Conditions:** Causing or permitting charcoal fires or any other type of fire on the docks shall be a breech of these regulations. Owners will immediately correct any dangerous or hazardous conditions on their vessel, or caused by their vessel, upon notification of said conditions by the Marina. Owners shall operate their vessel to avoid fire hazards and properly ventilate engine compartments prior to starting engines. Grills are not permitted on docks at any time.

22. **Garbage Sewerage and Waste:** Garbage, refuse or waste shall not be thrown or otherwise disposed of into the Marina waters. All garbage and waste shall be placed in containers supplied for that purpose. No person shall discharge oil, fuel, solvents or inflammable liquids into the Marina waters or shall contaminated bilges be pumped while within Marina waters. Direct discharge of marina heads without USCG approved treatment facilities shall not be operated within the Marina waters. Direct discharge of sewerage of any kind into Marina waters is prohibited.
23. **Pollution or Stains:** No vessel oil changes, discharge or disposal of oil, paint, chemicals or solvents will be permitted at berths on docks, piers, walkways, sea wall or placed in dumpster.
24. **Vehicles:** Bicycles, motorcycles, mo-peds, skateboards or other riding vehicles are prohibited and not to be used on dock, piers, walkways and sea wall. Store vehicles aboard vessel or in area designated by Marina personnel.
25. **Fishing:** Fishing from docks must be approved by marina office. Permission can be revoked at any time for any reason. AT NO TIME WILL CAST NETTING BE PERMITTED WITHIN THE BOUNDARIES OF THE CONCH HOUSE MARINA RESORT. No trash, bait or litter shall be placed on Marina property except in designated containers.
26. **Swimming:** Swimming is prohibited in Marina or adjacent waters.
27. **Vessel Relocation:** The Marina reserves the right to relocate vessels as required for emergencies, special events or space.
28. **Electrical Outages:** The Marina shall not be responsible for electrical interruptions or outages or the result of damages there from.
29. **Planned Special Events:** Owner agrees to temporarily vacate the slip/space for planned special events as directed and determined by the Marina.
30. **Parking:** Parking is first come first serve. If a vehicle is left in the parking lot without notice to Marina office, vehicle may be towed at owners expense for special events.
31. **Security Personnel:** The Marina may employ security personnel for protection of Marina property. Security personnel are not responsible for Owner's property.
32. **Delinquent Accounts:** In the even the slip/space fees or other Marina charges have not been paid as they become due, the Conch House shall, have at its sole option, the right to change a penalty of three (3%) percent of the charges due for payment received after the due date and/or to change the fee rate from monthly to daily rate and all storage charges thereafter shall bear interest at the highest legal rate. Additionally, the Owner agrees that the Marina shall have the right and option to lock and secure any vessel/boat/dinghy/tender until all past-due slip/space fees and delinquent charges are paid.
33. **Violations:** Violations of the above rules and regulations, disorder, depredations or indecorous conduct by an Owner, his crew, agents or guests that might injure or annoy other persons, harm the reputation of the Conch House Marina, or cause damage to property shall be cause for immediate removal of the vessel in question and termination of the Agreement at the discretion of the Conch House Marina. Violation of any City or County Ordinance, State or Federal Laws, rules of the road including Navigation Laws of the United States, violation of regulation of City, County, State or Federal agencies shall be cause for the Marina to terminate the Agreement immediately and exclude the Owner and his vessel from the Marina.
34. **Changes of Rules and Regulations:** The Marina reserves the right to amend or make additions to or deletions from the rules and Regulations from time to time. Sufficient notice of said changes shall constitute mailing of one copy to the Owner to the address given on the Agreement and posting the revised list outside the marina office.

