



425 Maritime Drive, PO Box 993 • Manitowoc, Wisconsin 54221
920-682-5117 (voice) • 920-682-5177 (fax) • info@manitowoc-marina.com (email) • www.manitowoc-marina.com

Marina Rules and Regulations

I. General Rules:

- A. The word "Operator" is used herein to indicate any person authorized to represent Sailboats, Inc., the operator of Manitowoc Marina. As used herein, "Marina" or "Marina Facilities" shall be deemed to include the physical boundaries of the facility. The word "Tenant" is used herein to indicate the owner (or his authorized representative) of any boat moored in the marina.
- B. Tenant agrees to have property insurance on his boat for its full value and liability insurance of no less than \$100,000 per occurrence for personal injury and property damage combined. Each Tenant will be held responsible for damage he may cause to other boats in the Marina or to the structures or facilities thereof.
- C. Alterations or additions to docks, slips, or other facilities may be done only by or with the approval of the Operator.
- D. Swimming and diving are not permitted in the Marina. Fishing is not permitted off the dock facilities, in navigational channels, or wherever it would interfere with navigation in the Marina.
- E. Advertising or soliciting shall not be permitted in any part of the Marina.
- F. Courtesy dock carts for use by Seasonal & Guest Dockage Customers and are to be returned to the head of the dock after use.
- G. Use of trash and recycling containers provided by the Operator is required.
- H. Tenant agrees to comply with the established Manitowoc Marina Environmental Management Policy, which was adopted on April 15, 1996 and last modified on March 1, 2011. A copy of the Environmental Policy is available in the Marina office.
- I. Fires are not permitted anywhere within the Marina except in designated picnic areas.
- J. Pets are permitted in the Marina, but should be leashed at all times. Tenant shall use and maintain the designated pet walk area for their pets relief, and clean up after them.
- K. FOR SALE (or equivalent) signs will be permitted, but they shall not exceed 9" x 12" in size. Also, the Operator shall provide a bulletin board on the Marina premises where slip renters may provide notice that their boat is for sale. Use of said bulletin board shall be only with permission of the Operator on a form provided by the Operator.
- L. Except for licensed fishing charters, chartering or rental of boats is expressly prohibited unless otherwise authorized by the Operator.
- M. Fueling at slips is strictly prohibited. Boats may be fueled only at the Fuel Dock.
- N. Please do not feed the wildlife. Geese, ducks & seagulls may become dependent upon handouts from people and will always leave their calling card on the docks.

II. Vessel Condition & Maintenance:

- A. To be admitted and to continue as a Tenant of the Marina, a boat must be:
 - 1. Registered, identified, marked, equipped and maintained as required by law and safe practice.

2. Subject to periodic inspection by the Operator to determine the maintenance of proper safety equipment as required by the Coast Guard and any other lawful authority.

- B. The extent of boat repairs and maintenance permitted at dockside or in storage, is at the sole discretion of the Operator. Generally, major repairs are not allowed. No outside contractors, service organizations or individuals will be permitted to undertake any work on boats in the Marina without the prior approval of the Operator. Service organizations, outside contractors and individuals must register with the Operator and a service charge will be charged on goods and services rendered. The Tenant assumes full responsibility and liability for and with the above parties, holding the Operator harmless. Tenant also agrees not to hire any of the aforementioned parties that do not have adequate Liability & Workman's Compensation Insurance (to be determined by the Operator).
- C. While at Manitowoc Marina, all vessels must be maintained in a neat, attractive and seaworthy condition, capable of operating under their own power.
- D. All halyards and running rigging shall be secured, so as to prevent the disturbance of others. If deemed necessary, marina personnel shall secure rigging at the owner's expense.

III. Slip Rental:

- A. Tenant may not sublet, sell, assign, transfer or otherwise permit anyone else to use the Tenant's slip, unless authorized by the Operator. Only one vessel may be registered to a specific slip on a seasonal basis. If a Tenant sells his vessel and purchases a different vessel, the Tenant may continue to lease the slip, provided the new vessel meets all other applicable requirements for occupancy.
- B. Slip renters shall be registered and classified as an individual, a partnership, or a corporation. If the Tenant is a partnership, all general partners must sign the lease. At least two corporate officers must sign the lease on behalf of any corporate slip renter.
- C. Notwithstanding subparagraph A, an individual may assign his interest in a slip to a partnership or corporation if the individual retains at least a 50% interest in such partnership or corporation.
- D. If 50% or more of the ownership interest in any partnership or corporation is transferred in any manner, the slip lease shall be deemed terminated and the partnership or corporation shall lose any rights to retain the slip. (An individual or individuals collectively who previously owned more than a 50% interest in the partnership or corporation shall, however, have the right to continue as a slip Tenant.)
- E. If a corporation or partnership is dissolved, the person or persons owning 50% or more of the ownership interest in such partnership or corporation may elect to continue to occupy the slip as a Tenant.
- F. Slip renters will be allowed to occupy their slip, on a seasonal basis, with a leased or rented vessel, however, the renter must have management and control of the vessel.
- G. Credit will be extended, at the Operator's discretion, to the slip renter. It is the responsibility of the slip renter to notify the Operator who else will be able to charge on their account. Slip renter must have a "Customer Temporary Charge Account Form" on file with the Operator to qualify for this privilege.
- H. No vessel's length overall (LOA) may be longer than the slip it occupies on a seasonal basis. The Operator reserves the right to make exceptions for extenuating circumstances.
- I. Tenant shall make every effort to notify the Operator when their slip will be vacant overnight, or for an extended period. The Operator reserves the right to rent Tenant's slip to visitors during periods of Tenant's absence. Such use shall be without payment to the Tenant. Should Tenant neglect to notify Operator of their absence, and the slip has been vacant for more than 24 consecutive hours, the Operator will wait until 5:00 pm before renting Tenant's slip. The Tenant will always be given access to their slip by 12 noon the day following a visitor's rental.

IV. Parking:

- A. Parking of vehicles and/or trailers is at the risk of the owner. Neither the Operator nor the City of Manitowoc shall be liable for any damage, misuse, theft, or any other loss sustained by the owner while parked on Marina property.

- B. Vehicles parked in the Dockage Customer lots must have a valid parking pass. Vehicles in violation may be ticketed and towed at the owner's expense.
- C. No overnight camping will be permitted on the Marina property. Motor-homes, campers, etc. are not allowed overnight, in accordance with a new Manitowoc City Ordinance.

V. Conduct:

- A. Movement of boats within the Marina basin must be on a "No Wake" basis.
- B. Tenant shall conduct himself so as not to unreasonably annoy, bother, or interfere with the rights and privileges of the other Tenants. Tenant is responsible for the conduct of his guests.
- C. While at Manitowoc Marina, Tenant, his agents, or invitees, agree to abide by all boating regulations of the United States, State of Wisconsin, and City of Manitowoc, Wisconsin, and such Rules and Regulations of the Manitowoc Marina, as may be established hereafter.

VI. Storage:

- A. As of June 15th, boats in dry storage, that have not secured dockage at Manitowoc Marina, will be assessed additional storage charges.
- B. Winter Storage includes cradle and trailer storage during boating season. Trailers for boats not being winter stored may be stored with us during the boating season for an additional fee.
- C. Cradles or trailers, left behind by a customer, are assumed to have been abandoned if the cradle or trailer has been unused for 12 months. The Operator has the right to dispose of abandoned cradle or trailer and bill the owner for disposal costs.

VII. Launch Ramp:

- A. Slip renters with trailerable boats shall be permitted to remove such boats for cleaning, and relaunch them without being required to pay a launching fee.
- B. Those using the launching ramp are required to purchase one use permit per vessel either on a daily or seasonal basis. The permit shall be displayed as required by the Operator.
- C. Seasonal and Daily use permits are non-transferable, and apply only to one vessel per launch.
- D. Launch Ramp customers shall be prepared to launch or remove their vessel when their turn arrives.
- E. Vessels being pulled out at the ramp should be moved to a designated parking area as soon as possible after loading.

VIII. Fish Cleaning Station:

- A. Fish cleaning is not permitted in the Marina, except at the designated fish cleaning station.
- B. Nothing other than fish entrails shall be put in the fish-grinder disposal unit.
- C. All fish entrails shall be flushed into the fish-grinder disposal unit.
- D. No children under 12 years of age shall use the fish cleaning station unless supervised by an adult.
- E. Users of the station shall abide by any additional rules posted on the wall at the station.

Revised 3/1/2011