



The Marina at American Wharf
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Policy and Procedure Manual
2013 Boating Season

For the safety and enjoyment of the Marina, all customers, guests, and employees are required to abide by the following in addendum to the aforementioned rules and regulations outlined in the Slip Rental Agreement.

The Marina reserves the right to alter, amend, revoke, or modify this policy and procedure manual at any time. Any such changes will become effective 5 business days after mailing a copy to all Boat Owners.

Infractions of any of the policy and procedures below, or rules and regulations as outlined in the slip rental agreement, grants the Marina the right, at its option, to cancel the Slip Rental Agreement and the Boat Owner shall remove their vessel within five (5) days of written notice. No pro-rated rates or refunds of slip fees will be given in this situation.

The Slip Rental Agreement contains no provision or obligation for providing on site security, guard service, or surveillance. While the Marina will make all reasonable efforts to provide as secure a facility as possible, the Boat Owner agrees that the Marina shall not be held liable for theft, vandalism, or other criminal acts that take place on Marina property.

Boater Responsibility on Property-

While at the Marina, all Boat Owners and their family, guests, and any other agents, shall conduct themselves with the utmost consideration for others. Disorderly, hazardous, or inappropriate behavior may result in immediate removal from the Marina property and subsequent termination of the Slip Rental Agreement. Excessive alcohol abuse, indecency, profanity, or threatening behavior will not be tolerated.

The Boat Owner shall immediately report to the Marina any damage, destruction, or defacement, accidental or otherwise, made by themselves, their vessel, guests, or agents and reimbursement shall be made.

Common areas, including walkways, buildings, dock landings, parking areas, and the grounds, shall be kept free and clear of obstructions and no materials or personal property shall be stored or discarded thereupon.

All Boat Owners and their guests shall park only in appropriately marked parking spaces. Vehicles illegally or improperly parked shall be removed at the vehicle owner's expense and the Marina shall be held harmless for any damages or losses that may ensue.

The parking of trailers, campers, or oversized vehicles of any sort in the Marina lot is prohibited.

Any pets on the Marina property shall be leashed, under control, and accompanied by their owner at all times. There is a specific pet walking area where pets may do their business. The Promenade area of the

Marina, or Chelsea Park, is a strolling park, and pets should be kept clear except for walking to and from their owner's vessel. There are no pets allowed in the Boater's Hallway or Pool Area.

Trash shall be placed in proper receptacles and only household waste generated at the Marina shall be put in Marina receptacles.

On the Docks-

As a reminder, no open flames are permitted on the docks or aboard vessels moored in the Marina. Any use of burners, barbecues, grills, or the like shall be confined to the picnic areas designated by the marina on a first come, first served basis.

All fueling activities (of vessels, dinghies, or otherwise) must be done at the Marina's fuel docks. For pollution prevention reasons, the unsupervised filling of boats is strictly prohibited.

All dock walkways and finger piers are for access to and from boats and are considered common aisle ways. They shall be kept free and clear of any obstructions at all times. No materials, gear, or personal property shall be stored within these areas (excepting only white fiberglass dock boxes that have been approved by the Marina), and will be subject to removal.

Boat Owners shall entertain guests and invitees in safe and reasonable numbers as can be safely held aboard their vessel. Excessive noise, exterior speakers, or any objects creating a nuisance or disturbance will not be tolerated, especially between the hours of 11:00pm and 7:00am.

Dinghy storage / jet ski storage is NOT allowed in unrented / empty slips. Storage at a dinghy dock may be made available for rent by the Marina.

Any pets on the dock must be on a leash, controlled, and accompanied by their owner at all times. The Boat Owner is responsible for ensuring that their pet does not interfere with the rights, comforts, convenience, or safety of other Marina patrons.

As outlined in Section 12 of the Slip Rental Agreement, vessels should be properly secured in their slips so as not to cause damage to other vessels or the marina itself. In the event of severe weather, Boat Owners shall be responsible for properly securing their vessels so that potential damage is mitigated. All dock lines (of appropriate size, quality, and strength) shall be doubled up and provided with chafing gear at any wear points, any objects not securely fastened shall be removed from the dock and vessel, and canvas tops and / or biminis should be secured. Marina staff may, but shall not be obligated to, secure vessels for severe weather at the cost of the Boat Owner. The Marina reserves the right, but does not bear the responsibility, to replace lines or correct ineffective mooring when necessary at the sole cost of the Boat Owner for such actions taken. All reasonable precautions will be taken to protect property and safety; however the marina assumes no responsibility for damages.

The Boat Owner is responsible for the safe operation, approach, and docking of their vessel, and is responsible for any damage caused to other boats, property, or individuals. In the event of any accident, injury, or damage to property, a responsible representative from any and all vessels involved shall report, in writing, the time, place, cause, and circumstance of the event to the Marina.

Boat Owners shall promptly return carts to the head of the appropriate dock when they are done using them.

No running, biking, or roller blading is allowed on the docks, and swimming is not permitted in the Marina.

Please refrain from feeding any birds or aquatic creatures at the marina.

The Marina reserves the right to stop work being done on any vessel that is harmful to the environment or disruptive to any customers or Marina employees.

Bathroom / Hallway / Pool Area Conduct-

The Boater's Hallway, bathrooms, laundry room, and pool are *common areas* and shall be treated as such. Common courtesy is expected so that these resources can be enjoyed by all.

There is no lifeguard on duty at the pool; swimming is strictly at an individual's own risk.

No diving is allowed at the Marina pool.

No guests will be allowed in the pool area without the Boat Owner's accompaniment.

There are to be no pets of any kind in the pool area.

Glass is prohibited in the pool area.

In consideration of others using the pool, toys and "noodles," as well as floating furniture are not allowed in the pool and shall not be kept in the locker rooms.

The locker room areas are to be used for storing shower supplies only. At the end of the boating season *all locks shall be removed* so the Marina can properly clean out the lockers for the winter and following season.

Food waste shall not be thrown into the bathroom garbage receptacles. Please remove any and all food items when vacating the pool area.

The laundry room is utilized by numerous Boat Owners at the Marina. Please do not inconvenience others by leaving laundry in machines for extended periods of time, interrupting the wash or dry cycles of others, or by removing articles from machines without cause.

Slip Payment and Electric Terms-

Privilege to use the Marina and one's assigned slip shall be granted upon payment in full of any and all slip fees and outstanding balances due the Marina. The Marina has sole discretion and retains the right not to renew any Slip Rental Agreement.

The withholding of any payment due the Marina is not an acceptable course of action to resolve any disputes with the Marina.

If in the event a Boat Owner decides to vacate their slip before the end of the contracted season, the marina may, but is not obligated to, provide a refund of the pro-rated difference minus a \$75 administrative fee.

At the outset of the boating season, all Boat Owners shall provide credit card information that will remain current through the end of the boating season. This information is for security and the card will not be charged unless an account balance remains thirty (30) days after the end of the season. In such an event, the Boat Owner authorizes the Marina to charge the credit card on file for any and all remaining amounts due.

Electric readings will be taken on the fifteenth (15th) of every month and invoices will be handed out, mailed, or emailed at the Boat Owner's discretion. Please make sure we have a current email address on file if you would like your electric invoice sent via email.

Print Name (as it appears on card) _____

Billing Address _____

Credit Card Type _____

Account Number _____

Expiration Date _____ Security Code _____

Please Circle Preferred Method of Delivery: Hand Mail Email

I have read the policy and procedures expected of me, as Boat Owner, of JCM Norwich Marina Acquisitions, LLC. dba The Marina at American Wharf. I accept all terms and conditions and hereby authorize the Marina to charge my credit card in full for any outstanding balances due upon the termination of the boating season.

Boat Owner Signature Date