

BLACKWELL ISLAND
M A R I N A



Silver Beach
M A R I N A

Hagadone Marine Group Marina Rules & Regulations

These rules are provided for your protection as part of our ongoing effort to provide a safe and inviting atmosphere and facility for owners and visitors at the Hagadone Marinas. These rules constitute a part of the Lease Agreement and may be amended from time to time. Lessee should refer to the Lease for further Terms and Conditions.

Lessee understands and hereby agrees to abide by these rules and regulations, and acknowledges that failure to comply may result in termination of the Lease and Lessee's right to moor the boat at the marina, as well as any other penalties set forth herein. Additional copies of these rules and regulations are available at the marina office, marina store and online at hagadonemarine.com.

1. Compliance with Laws

Lessee shall comply with all applicable rules, regulations and instructions of the U.S. Coast Guard, and all laws, ordinances, rules and regulations of any federal, state, city, local or other governmental agency with jurisdiction regarding the boat or docking in the marina. At all times that the vessel is moored at the marina, the vessel shall be used solely for pleasure and shall not be used in any commercial activity or chartering without written authorization of the Lessor.

2. Boat Condition

Only boats in good condition and under their own power shall be admitted within the marina. In the event of an emergency during the owner's absence, e.g. breakdown of the bilge pump, leak or bad lines, Lessor is authorized to make necessary repairs which will be charged to Lessee.

- a. Shrink Wrapping on all boats must be removed by May 1st.
- b. A daily fee shall be incurred for unremoved shrink wrap of \$25/day.

3. Lessee Responsible for his or her Boat and Slip

Lessee agrees to maintain and assume full responsibility for keeping mooring lines in full repair, to prevent excessive wear and tear on the fender material and to ensure that the boat is secured properly to its mooring space.

4. Only One Vessel May Occupy A Slip

Lessee agrees that only one vessel will be in the slip at any time and that the vessel in the slip shall match the vessel specified on the lease unless Lessee obtains in writing the express written authorization from Lessor.

5. Conduct.

Disorderly or indecent conduct by any Lessee or Lessee's visitor(s) that might cause harm to any other person or damage property or harm the reputation of the marina is prohibited. Lessor reserves the right to terminate the Lease at any time, with or without prior notice, if Lessee or Lessee's family or guests exhibit unsatisfactory behavior or conduct or act in any manner determined by Lessor, in its discretion, to not be in the best interest of the marina, other lessees or any employees of the marina, including but not limited to the use of obnoxious or abusive language or overly-boisterous behavior; or treating personnel or employees of the marina or other lessees or guests in an unreasonable, disrespectful, or abusive manner. The Lessor's right to terminate the Lease shall apply whether the behavior or conduct occurs at the marina or at any other property owned, operated or managed by Lessor or its affiliates, or under circumstances where the behavior or conduct has resulted in the Lessee being prohibited entry onto or denied service at any of such properties.

6. Notice of Dangerous Conditions.

Lessee must notify Lessor of any unsafe or hazardous conditions that come to Lessee's attention. This can be done via the link at hagadonemarine.com or by notifying marina personnel.

7. Personal Watercraft, Dinghies, and Accessories

The slip is for moorage of the registered boat only. Dinghies and other accessories must be stored aboard the boat or in designated storage areas. Jet skis, paddleboards, SUP, kayaks, and other personal watercraft are required to have either their own moorage or be stored on the boat, in the dock box or other storage area and may not be tied to the back or front of the boat while the boat is in the slip. These items may not be left in the slip while the boat is not in the slip. Tow tubes, inflatables, float pads (i.e. Lily pads) must be stored on your boat.

8. Prohibition on Detailing Watercraft

Given current Federal and State directives, there shall be no detailing or waxing of any watercraft allowed anywhere within the marinas, whether by the lessee or any third-parties engaged by or for Lessee. All watercraft detailing must take place off premises and upland of the Lake. Any Lessee who violates this Rule shall be responsible for the payment of any fines or penalties levied by any governmental agency and may be subject to immediate termination of Lease Agreement.

9. Dock Carts

Dock carts are for the use of marina Lessees only. Every attempt will be made to position cards at the top of the ramps prior to weekends and holidays. When you are done unloading your supplies from the cart, please return them to the marina store so other Lessees may use them. When leaving, please return the cards to the top of the ramp.

10. Boat Garbage/Trash

Boat garbage/trash shall be deposited in the large dumpsters provided by the Lessor in locations around the marina. Garbage cans, located near the marina dock games, are intended for small incidental garbage only. Garbage disposal in restrooms is forbidden. Lessees that dispose of large amounts of trash (including disposal of shrink wrap) will be fined and subject to termination of their Lease Agreement.

11. Dock Clutter

Docks and fingers are to be kept free of clutter. No stairs (unless marine grade and approved by marina staff), refrigerators, garbage cans, containers, rugs, carpet, or similar items are permitted. Dock furniture, umbrellas or stands, inflatable rafts, tubes, SUPs, paddleboards, kayaks, etc must be stored aboard vessels when not in use. Nothing is permitted to be attached to the tarp frames. This includes clotheslines, flags, satellite dishes, and any decorative items. If the item is Red Tagged please remove it within 48 hours or marina staff will do so at the owner's expense. Red tagged items removed by marina staff will be held for a maximum of 30 days before being disposed of. There will be no reimbursement for removed and unclaimed items.

12. Storage/Dock Boxes

Supplies, accessories or gear of any kind shall not be stored on the docks, fingers, or within the marina except in approved weather-resistant dock boxes. Lessor is authorized to enter the dock boxes in order to effect repairs thereon, or if, at the sole discretion of Lessor, such entry is necessary for the safety of the marina or vessels therein. Lessee is responsible for dock box cleanliness. Nothing is to be secured or attached to the dock boxes. Damage done by Lessee, outside of normal wear and tear, to the dock box may result in a fine equal to the cost of the repair of the damage or replacement of the dock box.

Standard size of dock boxes at Blackwell Marina is 80 gallons.

13. Attachments, Overhangs

No portion of the vessel shall overhang the walkway at any time (e.g. bow sprit, blank, bow pulpit, swim step) nor extend into the waterway beyond the end of the slip without written authorization of Lessor. Modifications on docks and fingers are only allowed to be done by marina personnel. In order to reduce decay of docks, carpeting is expressly prohibited on or around any slips. Satellite dishes may not be attached to any part of the dock system or canopy. They may only attach to the boat.

14. Dock Lines and Fenders

Dock lines shall be maintained in a safe and non-chafed manner and be of adequate size for the vessel. All vessels shall be moored securely. Vessels deemed insufficiently or unsafely moored, using either the incorrect, damaged, or insufficient dock lines may be re-tied by marina personnel. Any additional dock lines used in this process will be billed to Lessee. Fenders must be of adequate size. Dock Rollers can be purchased through the Hagadone

Marine Group Parts department and must be installed by marina personnel. Dock rollers and wheels are solely the responsibility of the Lessee. We recommend removing the wheels in the winter/off season. Damage done or loss of wheels is the sole responsibility of Lessee.

15. Barbecues

No barbecues, grills, firepits, heaters, or other heating or cooking devices are allowed on the docks at any time. Barbecues or grills used on the boat shall be approved for marine use and meet the American Boat and Yacht Council Standards, including stainless steel construction and only 16 oz. LPG gas cylinders.

16. Pets

Animals and pets are not allowed in the marina unless on a leash, and shall not be left unattended at any time while on the marina premises. Lessees are responsible for cleaning up after their pets; potty pads are not permitted on the docks. Lessees are responsible for guests' pets. Lessor may require that pets be removed from the marina premises for excessive barking, defecation or other activities which Lessor deems disruptive to the operation of the marina or use and enjoyment of other tenants or guests. Once a pet has been removed by the marina, it will not be allowed back for the remainder of the lease term. Pets are not allowed in the marina restrooms, shower rooms or laundry facilities and violation may lead to immediate termination of your lease. Maximum of two pets per leased slip at any time.

17. No Fishing

Fishing within the marina is strictly prohibited, as is cleaning fish on docks or any surrounding marina area.

18. No Swimming

Swimming, water skiing, scuba diving, floating on inflatable or other devices, kayaking and paddleboarding, or any similar activity is strictly prohibited within the marina. Lessee noticed that the marina facilities are the site of multiple electrical transmission facilities and equipment, as well as submersible electrical improvements that service the marina. Agencies of the State of Idaho have issued cautionary directives that such electrical facilities create a personal safety risk in the form of electric shock and potential drowning. Lessee shall be responsible for advising all Lessee's allowed guests and invitees of this restriction. As a condition of the Lease. Lessee, both individually and on behalf of any of Lessee's guests and invitees, agrees to indemnify, defend, and hold the Lessor and it's agents harmless from any injury, damage, or claim arising from or by virtue of any violation of this rule.

19. Disposal of Waste

Lessee shall not throw, discharge or deposit from any vessel or float any refuse, sewage, oily bilges or flammable liquid ("Waste materials") into the water or on the marina. Any sanitation devices aboard vessels must be Coast Guard approved. Vessels with automatic

bilge pumps shall be maintained in a manner that will prevent waste materials from being pumped automatically into the water. All waste materials shall be deposited into the appropriate containers. Sanitation devices shall be emptied into pump-out facilities provided by the marina. Disposal of waste into marina toilets or lavatory facilities is prohibited.

20. Electrical Connections, Water Hoses

In accordance with fire codes and regulations, all connections made to the marina electrical receptacles shall be the approved, weatherproof, three-wire grounded type. Wiring must be of sufficient amperage as required by the National Electrical Code. Undersized and inadequate cords will be disconnected by marina personnel. Cords are not allowed to cross main walkways. Unattended water hoses must be turned off and stored.

21. Operation of Engines

Except for entering or leaving slips, main engines, power generating equipment and other noise-making machinery may not be operated between the hours of 5:00 PM and 9:00AM. Engines may not be operated in gear while the boat is secured to the dock. Unnecessary operation of the engines in slips will not be permitted. The speed limit within the marina is wakeless speed.

22. Fueling

No fueling or transferring of fuel from the docks other than the fuel dock shall be permitted. Use of gas cans or other transferring of fuel to the boat other than at the fuel dock may result in the immediate termination of the Lease Agreement.

23. Parking

Handicapped parking, loading, and unloading spaces can be used in the load and unload-only parking lot as required. RVs and boat trailers are NOT allowed in the marina parking lot. All vehicles are required to have the current year's parking permit. Cars not displaying a permit are subject to towing at the owner's expense. Parking permits must be displayed in a readily visible location. Guest parking passes are available in the marina store and must be retrieved by the Lessee. 20 minute loading and unloading zones are strictly enforced.

24. Registration of Contractors

Contractors or persons working on any vessel must register in the marina store and carry the appropriate insurance provisions as required and recorded by the Hagadone Corporate Office. Lessee shall notify the Lessor in advance that these people will be arriving at the marina. All contractors must produce insurance satisfactory to the Lessor prior to performing work in the marina. Please contact Moorage Manager, Emily Arthurs, for additional information on registering a contractor or for a list of previously approved contractors.

25. Construction and Repair

Only **minor** repairs and maintenance shall be performed while the boat is in the slip, and only if in compliance with the terms and conditions of the marina lease. Except in the case of emergency, all maintenance and repairs must be done during regular business hours (9-4), not on weekends or holidays, and in a manner which is not disruptive to other marina tenants or guests.

26. Signs

Advertising signs such as "For Sale", lease or charter shall not be displayed in the marina or on any boat unless authorized by the Lessor in writing. The marina reserves the right to remove any such signals placed on the boat. Approved "For Sale" signs may be purchased at the marina store. No commercial ventures may be operated out of the marina without prior written consent.

27. Spotlights and Horns

Spotlights, horns, sirens, captain's calls and hailers must be turned off while moored or entering the marina.

28. Children, Life Jackets

Children under twelve (12) years of age are not permitted on the docks at any time without parents and/or responsible adults. Non-swimmers and toddlers must wear life jackets when on the docks and boat decks.

29. Skateboards, Rollerblades, and Bicycles

Skateboards, rollerblades, bicycles, motorcycles and similar recreational devices are not permitted on the docks or on walkways. Bicycles must be walked and stored in the designated area, not at the boat slips. All bicycles must be registered with the marina store. Bicycles left after October 31 will be disposed of at the discretion of the Lessor.

30. Security Gates

Security gates are intended to be in the closed and locked position at all times. Security gates are not to be propped open for any purpose. If you invite guests to meet you at your boat, you must arrange a time to meet them at the security gate as they are not allowed entrance without your presence.

31. Notice of Dangerous Conditions, Conduct

Lessee must notify Lessor of any unsafe or hazardous conditions that come to Lessee's attention. This can be done via the link at hagadonemarine.com or by notifying marina personnel. Disorderly or indecent conduct by any Lessee or Lessee's visitor that might cause harm to any other person or damage property or harm the reputation of the marina is prohibited. Quiet time in the marina is between 10:00 PM and 9:00 AM.

32. Open Accounts

Privileges to charge purchases at the marina store may be granted upon approved credit, and secured by a personal credit card. Any charges not paid by the 20th day of the following month will be charged to the lessee's personal credit card on file. Cards on file that are used to charge ship's store charges and fuel that come back declined may result in an inability to keep a card on file and require Lessee to pay in full at the time of purchases for up to 12 months before authorization for a card on file may be granted again.

33. Complimentary Passes

The gate keys that you receive will also act as your *complimentary pass* for The Coeur d'Alene Resort Recreation Center and may only be used by the **two adults designated in the Lease**. These complimentary passes **do not** include access to the infinity pool at the Hagadone Event Center. Abuse of this complimentary privilege will result in the revocation of access to the Recreation Center and may result in the termination of your Lease Agreement.

34. Guests

Guests must be escorted by Lessee through security gates, parking, ramps, etc. Lessee is responsible for guest's conduct at all times. Guests are subject to Rules and Regulations and terms and conditions included in the Lease Agreement. Violation of these rules by guests of Lessee may result in immediate termination of the Lease Agreement.

35. Jet Ski and Beachfront

Jet Skis may only be accessed in the marina, no passenger/driver loading or unloading is to be done at or near the beachfront. BeachFront spaces away from the marina are reserved for swimmers and non-motorized access only, such as paddleboards, SUPs, and Kayaks.

36. Personal Contact Information

Personal contact information, including up to date phone number, email address, and mailing address must be kept current and on file. The marina must have current and up to date contact information in case of emergency.

37. Sublet

Sublet shall apply to any and all transfers of the lease to a new Lessee within the terms of the Lease. As stated in the Lease,

The lease for your slip is personal to the Lessee and applies only to the registered vessel identified on the lease. Lessee warrants and represents that they will, and shall remain at all times during the term of the Lease, remain the owner of the Boat. Lessee shall not assign, sublet, transfer or permit the use of the slip to any other party, or for the use by any boat other than the Boat to be moored in the assigned slip. In the event that the Boat is sold or transferred, Lessor hereby consents to the subletting of the slip to

BLACKWELL ISLAND
M A R I N A



Silver Beach
M A R I N A

the purchaser of the Boat upon execution of a new Lease by the purchaser and payment of an amount equal to the prorated rent for the remainder of the Lease term. Lessee shall then be refunded the prorated rent, less a subletting fee equal to one-third ($\frac{1}{3}$) of the prorated amount.

All sublets must be coordinated with the Moorage Department." A worksheet of the prorated amounts due from the purchaser and refund amount to Lessee can be provided upon request. Please be sure to contact the Moorage Department regarding this prior to the sale of your boat.