

RULES AND REGULATIONS EXHIBIT A

The word "Marina" herein indicates "Marina" as well as any person duly authorized to represent Walnut Grove Marina, LLC. "Owner" is defined in this Agreement to mean "the owner of a Vessel located in the Marina and any person associated with the owner of a Vessel including, without limitation, all family members, agents, employees, licensees or invitees on Marina premises."

1. Owner agrees to comply with all applicable rules, regulations and instructions of the United States Coast Guard and other federal, state and local authorities or government agency, and all laws, ordinances, rules and regulations of any federal, state, city, local or other government agency. Any discharge of paint, sanding debris, hydrocarbons or chemicals into the water is a violation of Federal and/or State law for which violators can be prosecuted criminally and civilly. **Never fuel your boat anywhere in the Marina, except our Fuel Dock. Never transfer fuel from any containers within the Marina boundaries. Never within the five (5) mile markers.**

2. Dinghies, inflatable vessels and all other water craft, when not in immediate use, shall be kept on the Owner's vessel, or when available, in an assigned dinghy rack/dinghy berth. Dinghies shall not be kept in any slip, or with another vessel. Use of another slip for any non-emergency purpose is prohibited. Dinghies, tenders or other floating implements are not allowed on docks or piers. Marina speed limit is steerage only, with no wake and at no speed greater than 3 miles per hour.

3. Without exception, all connections made to the Marina premises' receptacles shall be U.L. approved weatherproof, ground fault interceptor, three wire, grounded type. Wiring must be of sufficient amperage for its use as specified by the National Electrical Code. Undersized cords will be disconnected by Marina personnel. Cords may not cross walkways in such a manner to create a trip hazard, nor be affixed or secured to docks.

4. Temporary, removable, non-affixed, non-secured dock steps may be placed on the finger, subject to Marina approval, but shall be no wider than one-half of the width of the finger and no longer than five (5) feet. Owner shall not attach, affix or install any other objects or materials to fingers or floats and no portion of any Vessel shall overhang the walkway at anytime (e.g., bowsprit, plank, bow pulpit, swim step).

5. Halyards shall be secured to eliminate noise. Dock lines shall be of adequate size for the Vessel and shall be replaced when worn. Hoses, electrical cords and dock line tails must be coiled. All vessels occupying single slips shall be moored with a three-point tie-up. All Vessels shall be fully equipped with dock/boat bumper/fender protectors at all times the Vessel is in slip.

6. Supplies, materials, accessories, equipment or gear of any kind shall not be stored on Marina premises except in approved dock boxes. Marina is authorized to enter the dock boxes in order to effect repairs thereon or if, in the sole discretion of Marina, such entry is necessary for the safety of Marina premises or vessels therein.

7. Main engines, power-generating equipment and other noise-making machinery shall not be operated between the hours of 9:00 p.m. and 9:00 a.m., except as necessary to enter or leave the slip. Engines shall not be operated in gear when the Vessel is secured to the dock. Unnecessary operation of engines in slips shall not be permitted. Other noise-making equipment or appliances shall be operated in compliance with all laws, ordinances and rules. **No loud music between 9:00** p.m. and 9:00 a.m.. Profane music or music with repeated profanity is never allowed. Please be respectful to your neighbors.

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8. Owner shall not throw, discharge or deposit from any Vessel or float any solid or liquid material including, without limitation, refuse matter, oil bilges, galley drain water, or flammable liquid ("Waste Materials") into the water or upon Marina's premises. 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 in the appropriate receptacles within the Marina's

premises. subject to Marina's supervision. Owner shall not empty sanitation device in any toilet or lavatory facility on Marina's premises.

9. Storage, possession and/or use of any illegal drug, controlled substance or hazardous materials (as defined by Federal or State agencies) are prohibited on any part of the Marina's premises.

10. Owner shall notify the Marina of any unsafe or hazardous conditions that come to his attention. Disorderly or indecorous conduct by any Owner or Owner's family, agents, licensees or invitees that might cause harm to any other person or damage property or harm the reputation of the Marina is prohibited. Marina reserves the right to board any Vessel in the event of any unsafe condition or discharge of materials into the surrounding waters causing a prospective hazard to the Marina premises or other vessels.

11. No advertising or soliciting of any kind is allowed on Marina premises or on vessels.

12. All yacht brokers, contractors, workmen, crew or other or other agents of Owner must register with Marina and provide adequate temporary security prior to admittance to the docks, and shall sign a waiver of liability in favor of Marina prior to gaining admittance.

13. If Owner is selling his Vessel, Owner must make arrangements to meet prospective buyers at Marina. Marina will not admit buyers to see any vessel in the Owner's absence.

14. The Parking Area is for parking Owner's vehicle. No particular vehicle parking space is assigned or reserved and the availability of parking is on a "first come-first serve" basis. Marina reserves the right to limit parking to one vehicle per License Agreement. If required by Marina, Owner shall affix a parking permit to Owner's vehicle as provided by Marina. Marina may allow guest parking on a "first come-first serve" basis. No motor homes, campers, trailers or other oversize vehicles shall be parked in the Parking Area Oversized vehicles must park outside the Parking Area. Marina reserves the right to control access to the Parking Area in such a manner as it shall determine in its sole and absolute discretion.

15. No vehicle shall be parked in the Parking Area for a period in excess of seventy-two (72) consecutive hours. Overnight sleeping in any vehicle in the Parking Area is prohibited.

16. Owner shall notify Marina when Owner expects the Vessel to be away from its Slip for any period in excess of seventy-two (72) hours.

17. Children under twelve (12) years of age are not permitted on the docks at any time without immediate and constant supervision by parents or other responsible adults. Non-swimmers or children under age twelve (12) must wear life jackets on the docks or boat decks.

18. Fishing, cleaning of fish, swimming, diving, scuba diving or snorkeling is prohibited on Marina premises. Drying or airing of laundry, towels or apparel on the docks or the riggings of a vessel is prohibited.

19. Animals must be tethered and restrained by a leash or in an appropriate cage when on the Marina premises. It shall be the Owner's responsibility to immediately clean up after their pet should they soil any area and dispose of the waste in an appropriate receptacle. Marina shall be the sole judge of whether the Owner's efforts to control animals and pets is deemed to be adequate. All animals (except seeing eye dogs) are prohibited from entering Marina restrooms.

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20. No skateboards, roller skates, bicycles or any other wheeled vehicles may be ridden on docks or decks.

Bicycles may be walked on docks to vessel and shall be stored on board vessel.

21. The use of fairways and slip channels shall be for the purpose of entering or leaving slips only. All vessels with engines shall use engines for propulsion within the marina waters. Maximum speed in marina waters shall be 3 **MPH** or steerage speed.

22. The Owner shall comply with these rules and regulations and all amendments thereto as are published by the Marina from time to time by posting on the bulletin board located in the Marina's office.

23. I have read, fully understand and agree to abide by the above-stated Marina Rules and Regulations, and all amendments thereto as provided above.

Dated: _____

Dated: _____

Walnut Grove Marina, LLC

Ву_____

Owner_____