

2014 – Lowrie Yacht Harbor, Inc. – Rules & Regulations

1. Current Tenant Information: Lowrie Yacht Harbor only rents to the **legal owner** of the boat who must sign the rental agreement contract. Owner agrees to supply the harbor office a copy of the current registration **every year** upon renewal and to keep all contact information **current**; i.e. telephone numbers, addresses, emergency numbers, and vehicles (year, make, color, license).
2. Dock Boxes: **All dock boxes must have pre approval from the office before purchase.** There is a quantity, weight and size restriction on dock boxes. Dock boxes must have airflow underneath to prevent our docks from rotting. Boxes cannot be larger than 5' long, 2.5' wide, and 2.5' high. There **may** be a possible exception if you purchased a West Marine Dock Box with the maximum measurements of 6' long, 1.84' wide, and 2.34' high. Not all of our slips can accommodate this size dock box. **Garden sheds are not allowed.** Contents of boxes must not exceed 200 lb. For emergency purposes, there must be at least 1.5' of clearance around steps and dock box. No petroleum products, flammables (including rags used with flammables), batteries, or toxic materials of any kind may be stored in the dock box.
3. Insurance and Fire Extinguishers: All vessels in Lowrie Yacht Harbor must be fully insured with \$300,000 minimum liability and Lowrie Yacht Harbor must be named as an additional insured. A copy the Insurance Declaration Page must be sent to the harbor office **every year** upon policy renewal. All vessels must also be fully equipped with an up to code fire extinguisher.
4. Waste and Garbage Disposal: It is unlawful to throw, discharge, or deposit any waste or garbage including cigarette butts, oily bilge water or flammable liquid into the harbor. Bilges must be maintained and clean so this type of matter is not pumped into the water. You must use absorbent pads in your bilges and dispose of them at a recycling center. All septic sewage systems "Y-Diversion" valves must be in the closed position so there is no discharge in the marina. Discharge of **ANY** raw sewage into the water is strictly prohibited. There is a \$2,000.00 fine for illegal discharges and becomes grounds for immediate termination of your Berth Lease Agreement. All high use tenants must either provide proof of MSD type I or type II systems, be on a pump out schedule coordinated by the harbor office, or regularly provide proof of pump out. Remember we have trash receptacles, toilets and showers on shore for your convenience. **Please provide the office with a written statement describing your vessel's sanitation device and absorbent pad compliance.** In the case of a fuel, oil, or hazardous material spill, please contact the office immediately to report it. If the office is closed, contact: Calvin Kaltsukis at (415) 259-8093. The use of detergents and emulsifiers on fuel spills is strictly prohibited.
5. Towing: Vessels entering the harbor, in accordance with Lowrie Yacht Harbor Lease agreement, **MUST** come into the harbor under their own power; i.e., vessels cannot be towed into harbor.
6. Storage: **There should be nothing stored on the docks except for pre-approved dock boxes.** No storing dinghies, paddle boards, kayaks, bikes, plants, equipment, machinery, BBQs, dock carts, garden sheds, paint cans, gas cans, toxic debris, batteries, etc. on the docks. These items must be stored on your vessel. At no point is paint, maintenance supplies, fuel, or any other hazardous material to be left unattended on the dock.
7. Dumpsters: **No oil, oil filters, paint cans, fiberglass, varnish, or other toxic waste should be put in the dumpster.** Take your toxic waste to the recycling center closest to your home, to avoid disposal charges. If you live in San Rafael the Marin Recycling is at 535 Jacoby, San Rafael (behind Anderson Street) the phone number is (415)453-1404, they will take your toxic waste at no charge. They do, however, charge businesses, so it costs the marina money if we take it in. Help keep your slip fees down by bringing your waste to a recycling center. **Please use the dumpster only for the garbage off your boat.**
8. Recycling: Please recycle bottles, paper, plastic and aluminum cans in the recycling containers next to the dumpsters. Flatten and recycle cardboard boxes. We can arrange for your dead batteries to be picked up from behind our workshop. Please do not leave batteries next to the garbage areas.
9. Parking Lot: **No** storage of vehicles or trailers is allowed at Lowrie Yacht Harbor. Do not wash vehicles or do repairs on your vehicles at the marina. Please park only one car in the parking lot while you are on your boat. Your extra vehicles can be parked on the street (along Pt. San Pedro Road). Any vehicle left in the parking lot without prior permission will be towed at the owner's expense after 72 Hours. Please note that some parking areas are subject to flooding during extreme high tides. Over night guests must have prior arrangements made in the office for their vehicles (preferably park on the street).

10. Boat Work: We are classified as a marina not a boat yard. No major repair of boats can be done at the Lowrie Yacht Harbor, only normal routine maintenance. When doing light sanding you **must** use a vacuum bag attachment. Take your boat to a boat yard for all major maintenance. Any individuals other than the owner who are working on a boat must first register with the harbor office where they must sign a release of liability agreement, present proof of insurance, and sign a Best Management Practices form stating they will comply with environmentally sound practices while at the marina.

11. Electric Hookups: In accordance with Fire Codes, all connections to Lowrie Yacht Harbor receptacles shall be grounded and U.L. approved. The cord cap shall be 30 amps, 125 volts, and three-wire twist lock connection. **Please be sure to check your electrical cord plug for corrosion, and be careful to twist the plug after inserting it, to prevent fire and/or damage to your and/or our electrical system.** No hookups are allowed directly from the dock outlet except those going into the vessel.

12. Pets: Any pets on the premises must be pre-approved by the harbor office. No cats are allowed in the harbor. All dogs must remain on a leash at all times while on harbor property. Pet owners **must** clean up after their animal, dog waste disposal bags are available on the dumpsters.

13. Boat sales: If you have a boat for sale please let the Lowrie Yacht Harbor office know who is authorized to show your boat.

14. Commercial Use: Any commercial use of a vessel operating out of Lowrie Yacht Harbor must make prior arrangements with Lowrie Yacht Harbor management.

15. Mail: Tenants must have a Post Office Box or a residential address where their mail can be sent. Lowrie Yacht Harbor will not accept your personal mail in our office.

16. Berth Transfer: Berths cannot be subleased or **transferred**. If you sell your boat and the new owners wishes to keep the boat at Lowrie Yacht Harbor they will need to come into the office and fill out an application for a berth. The slip does not automatically go with the sale of the boat.

17. No Living Aboard: Owner fully understands and agrees that neither he, his family, nor guests will live aboard his boat. Owner further understands that periods spent aboard his boat within the Lowrie Yacht Harbor, which exceeds forty-eight (48) hours (two (2) days) in any seven (7) day period will be considered a high use tenant and shall be grounds for the termination of the Berthing Lease Agreement unless a high use agreement exists with Lowrie Yacht Harbor, or upon prior written approval by Lowrie Yacht Harbor. The management would appreciate if you would let them know when you or a guest will be overnight on your boat. This is for the protection of your boat and our community.

18. Dock Repairs: If you find a problem with a dock or electrical system, please notify our office. We are here Monday – Friday, 9:30 – 4:30 (Closed between 12:00 – 1:00 for lunch). Please do **NOT** try to repair it yourself.

19. Violations: The rules and regulations set forth above constitute a portion of that certain Berth Lease Agreement dated _____ by and between Vessel Owner and Lowrie Yacht Harbor. A violation of any of the rules and regulations shall be deemed to constitute a default or breach of said Berth Lease Agreement. If a tenant is found to be repeatedly violating any of these rules and regulations, they may be charged a fine, which will be added to their berth rent and presented to them with their monthly statement.

I have read, fully understand, and agree to abide by the above-stated Rules and Regulations of Lowrie Yacht Harbor. Also, I further agree to comply with all other posted Rules and Regulations around the grounds of Lowrie Yacht Harbor.

Vessel Owner

Lowrie Yacht Harbor, Inc.

Date

Date