



## **Nomad at McDaniel & Shelter Cove Yacht Basin Rules**

The following Marina Rules have been adopted to provide a safe, environmentally sound and inviting Marina for our patrons. These Rules, which are posted in the Marina and are expressly made part of the Slip Agreement ("License"). These rules apply to all vessels that enter the Marina, Boat Owner, any member of his family, any of his/her employees, invitees, vendors, repairmen, deliverymen, cleaners, personal service providers, Licensees, agents, guests and their employees or agents (hereinafter individually referred to as "Boat Owner's Agent") expressly agree to always comply with each rule. Boat Owner's Agents shall be the sole responsibility of Boat Owner. Subject to the terms specified in Article 4 of the Agreement, the Marina shall have the right from time to time to change or add Rules for the safety, care, and cleanliness of the Marina or for the preservation of good order. Boat Owner agrees to comply, and to cause Boat Owner's Agent to comply, with all Marina Rules. Boat Owner's and/or their agents' failure to comply with the Marina Rules is grounds for termination of the Boat Owner's Slip Agreement per the conditions and processes defined in the Agreement.

- 1) Any boat that enters the Marina immediately comes under the jurisdiction of the General Manager. Accordingly, Slip Holder must follow the instructions of such staff for the safety and wellbeing of all persons and boats using the Marina. No Slip holder shall direct, supervise, or in any other manner, attempt to assert control over any employee of the Marina. For the safety of the marina boaters and employees, any Slip holder that attempts to threaten, intimidate, or assert control over any marina employee either physically or verbally will meet grounds to have their contract canceled immediately.
- 2) The Rules of the Road and navigation laws of the United States apply to all boats in, approaching or leaving the Marina.
- 3) All Agreements are contingent upon examination and approval, by the General Manager, of the boat to be berthed in the Marina. Boats must remain in good condition (good condition is defined as a boat that shall remain free from natural vegetation growth, mold, mildew, tattered or torn canvass, debris, or any item that presents a hazard for the Boat Owner, Marina Personnel, or Emergency Responders at any time). This also applies to anything related to the boat or personal property of the owner which is deemed by management as unsightly. Any

vessel that is determined by the Marina to be in violation, will not be admitted to the Marina. Failure to maintain the boat in good condition shall, after 30 days written notice, be cause for cancellation of SLA and removal of the boat from the Marina at Boat Owner's expense. An inspection or Marina survey, which will be not more than six (6) months old, may be required before admitting the boat. The Marina reserves the right to verify any Boat where a Slip holder or his/her agent has made a written or oral representation that systems onboard meet USCG, ABYC (or similar standards) or Marina requirements in connection with a certificate of good standing to be issued.

- 4) Should Slip holder's boat sink in the Marina, slip holder agrees to remove the boat within 24 hours of its sinking. Marina may move or have the vessel removed at the Slip holder's cost. Any vessel experiencing more than normal leakage must be repaired or removed from the Marina. Slip holders are responsible for pumping out their vessels of excess water as necessary. However, should an emergency develop whereby the Marina uses its equipment and/or manpower to pump out a vessel, a charge will be assessed. In the event an emergency or unsafe condition is observed during the Slip holder's absence, such as the breakdown of a bilge pump, leaks, bad lines, or other cause, the Marina is authorized to make necessary repairs that will then be charged to the Slip holder. Nothing herein gives rise to any cause of action, claim, or other rights for failure of the Marina and its employees and agents from taking any action under this paragraph or for any right, cause, or claim arising from the method of action taken by the Marina, its employees, or agents.
- 5) Marina assumes no responsibility for improperly moored boats or improperly tied lines. Slip holders shall always properly moor and secure their vessel, using only the provided in-slip cleats, so that no damage occurs to other boats or the Marina property. Securing mooring lines to piles is permitted without Marina Manager's approval, when cleats are absent. The Marina reserves the right to replace defective lines or correct defective mooring when necessary and to charge the Slip holder for the cost of such replacement or correction.
- 6) SEVERE WEATHER – Slip holder shall be responsible for properly securing vessel in the event of severe weather so that no damage occurs to the marina or other boats in the Marina. If, in the sole opinion of the Marina, slip holder has not taken necessary and appropriate precautions, Marina personnel may, but shall not be obligated to, appropriately secure vessel or prepare vessel for foul weather at the cost and expense of Slip holder. Slip holder shall be responsible for all damages to other boats and to the Marina for failure to appropriately secure vessel. In the event of hurricanes or other major storms, Marina reserves the right to request the Slip holder remove boat from the Marina to safe anchorage. Slip holder shall be responsible for any losses, damages, or expenses incurred by Marina because of Slip holder's failure to comply with any such request. The Marina is not liable for any damages to vessels due to force majeure or inclement weather.
- 7) Boats with swim platforms, outboard motors, rudders, kayaks, dinghies, or any other similar objects must not extend into the fairway. Any overage from the slip length will result in billing for the overall length utilized or reassignment to a larger slip at the applicable rate for such larger slip. Vessels, including personal dinghies, are allowed up to a combined Maximum total of 5 feet of overhang into the fairway, based on their slip length, unless determined unsafe and a hazard to navigation by the Marina. No attachment or portion of any vessel may hang over any

portion of the docks. All additional boats and crafts, including, but not limited to runabouts, rowboats, dinghies, kayaks, and life rafts, must be placed within the confines of their assigned slip, on davits or physically upon the Slip holder's vessel so as not to extend beyond vessel length. If such craft is not capable of being stowed within the confines of the slip, a separate slip fee may be charged by the Marina. All additional boats and crafts must be approved by Marina Manager and be inflated, useable and free of debris and water always. Any vessel that sinks or causes a hazard to the rest of the Marina must be removed or fixed at the Slip holder's cost.

- 8) No wake allowed. Boat Owner will be held responsible for damage to docks or other vessels caused by wake.
- 9) Adjacent to the marina, parking will be available for short-term parking only. These are on a first-come-first-served basis. The Marina disclaims responsibility for vehicles parked on Marina property, including damage to, theft of or theft from vehicles. Long term storage of vehicles is prohibited and subject to being towed at Owner's sole risk and expense. Any vehicle that appears to be inoperable or creating an unsafe or hazardous condition (i.e., leaking fluids) may be towed at the Owner's sole risk and expense.

Commercial delivery vehicles require check-in at the Marina Office. Vendor and contractor vehicles will be allowed to access the applicable loading/unloading zone spaces. All trailers are prohibited from entering the parking lot or using any Marina spaces, except with prior approval. Undertaking to move a vehicle shall not be deemed an assumption of responsibility for the safety, security, and care of the vehicle by Marina, nor shall Marina be deemed a Bailee of the Owner of the vehicle.

- 10) Walkways shall be always kept clear. Personal items, supplies, equipment, dinghies, accessories, or debris shall not be left on walkways or finger piers. Boarding steps and ladders must follow the size requirements and are subject to approval by the Marina. Boarding steps and ladders cannot be fixed or attached to the docks (concrete or wooden surfaces) in any manner. All boarding steps and ladders must be secured by weight (sandbags, etc.). Stairs/steps cannot exceed 42" in width and must maintain at least 1/3 of the finger pier passable unless otherwise approved by the Marina. The end of the finger pier must be always accessible. If both boats on either side of finger pier require steps/ladders, they must be spaced apart from each other by at least 5' as enough adequate room. Water supply hoses of unattended vessel(s) shall be disconnected at the dock and stowed appropriately at the dock pedestal or aboard the vessel. Nothing may be mounted, fixed, or attached to the docks, marina equipment or pilings. Cleats are the only acceptable locations for attachment or securing of lines.

11) All Slip holders selling their vessel within the Marina must follow the Disposition Plan guidelines below and in order.

- a) Boaters intending to sell their vessel must first notify the Marina Office, in writing, with the following information:
  - i) Intention to sell vessel
  - ii) Listing Date
  - iii) Location(s) of Listing (website, print, etc.)
  - iv) Name of vessel listing broker
  - v) Pictures of vessel's exterior
- b) Seller must be in good standing under the terms of the Agreement (i.e., no breach or default under the Agreement).
- c) Broker must be in good standing with the Marina.
- d) Vessel is in good standing (i.e., complies with laws and the Marina rules and regulations, marine sanitation, safety, and environmental compliance.
- e) If a seller is prepared to conclude a sale of a vessel, the seller will promptly notify the Marina Office in writing.
  - i) Buyer shall execute and deliver to the Marina Office a current annual slip holder agreement. In the event the buyer does not execute the agreement, the vessel will be required to be immediately removed from the Marina.
- e) The Marina's sole responsibility in connection with the disposition process is to, in its reasonable discretion, take actions to protect the interests of the Marina.
- f) Existing owners of vessels will have the right to replace an existing vessel with a new or replacement vessel subject to such vessel satisfying the Marina requirements. Requirements are outlined in Rule 35.
- g) **"For Sale"** or similar signs are be prohibited by the Marina.
- h) Advertising or soliciting shall not be permitted in the Marina unless authorized, in writing, by the Marina Management Company.

1) There shall be no commercial activities conducted in the Marina without prior written consent from the Oasis Marinas. Commercial activities include but are not limited to rental or leasing of boats; chartering of boats; use of the Marina address, logo, marketing material or affiliated phone numbers in any advertising, brochure, or other promotional material; use of Marina address as a residential, principle or registered address for a business or commercial entity; and other similar activities. Any vessel, captain, crew, authorized user, or Boat Owner found to be conducting an unauthorized commercial operation will be subject to have their slip Agreement canceled immediately. Also, any Boat Owner found to be in violation of the SLA shall have all reservation making privileges with all Oasis properties revoked to prevent future unauthorized charter operations. Furthermore, Marina Manager will be obligated to report said violating vessel to the U.S. Coast Guard charter operations for investigation.

- 2) Laundry shall not be hung on boats or docks.
- 3) Absolutely no outside charcoal, wood cooking, or open fireplaces, are permitted on the docks in the Marina, except the beach area. Slip holders may only use onboard gas and electric cooking equipment. There will be absolutely no fireworks of any kind used or stored in the Marina.
- 4) Boat Owners and Boat Owner's Agents are prohibited from dumping furniture or hazardous materials (including but not limited to paints, chemicals, solvents, circuit boards, fluorescent bulbs, batteries) in the Marina. Used oil must be disposed of in accordance with the DDOE/EPA guidelines. Storing used oil or any hazardous fluids on the docks could result in additional fees to the Slip holder. The Marina will provide waste fluid disposal events on a quarterly basis. Boat Owners and Boat Owner's Agents must comply with the Marina's approved DPW recycle plan. Marina recycling plan shall be posted in the office or Marina website. No cardboard may be placed in the Marina's trash dumpster, but only in Recyclable dumpsters.

Violations of this rule will result (in addition to any disposal costs, civil or criminal fine imposed by the agency having jurisdiction, and any costs incurred by the Marina due to Boat Owner's actions or negligence) result in the responsible individual being suspended from Marina property. If the responsible individual is a Boat Owner or Boat Owner's Agent, they shall be considered in default of the Agreement per the conditions and processes defined in Article 10 of the Agreement.

- 5) Household trash and garbage must be placed in sealed plastic bags and disposed of in the trash bins located throughout the Marina. Under no circumstances may trash be put in paper bags, cardboard boxes, or placed on the dock. Glass, aluminum tins, and plastic must be separated, and placed in the provided recycling containers. Cardboard boxes must be flattened. Any construction debris, old furniture, or other bulky items that do not fit in the trash bins must be removed from the Marina and placed in the dumpster by Boat Owner.
- 6) The Federal Water Pollution Control Act forbids the discharge of oil or oil waste into or upon navigable waters of the United States if such causes a film/sheen upon, discoloring of the surface of the water or causes a sludge or emulsion beneath the surface of the water. Violators are subject to a fine of \$5,000.00 dollars. Ask the Marina Management for assistance prior to disposal of paint and other chemicals. There shall be no discharges of refuse, sewage or other liquids that are in violation of the Clean Water Act/ Federal Water Pollution Control Act (33 U.S.C. §1251 and , 33 U.S.C. § 407), The Act to Prevent Pollution from Ships ( 33 U.S.C. §§1905-1915), Clean Marina Standards as promulgated by the National Park Service ("Clean Marina Standards") and marine pollution regulations within 33 CFR 151-159 or any other Federal, or State, regulations that have been or will be incorporated into law that affect the navigable waterway within the Marina.
- 7) All connections made by the Boat Owner to electrical receptacles shall be UL labeled and approved by the Marina. Under no circumstances may a Boat Owner or Boat Owner's Agent plug into any other slip outlet, even with the permission of the occupant of that slip. If there is an emergency, notify the Marina. Under no circumstances shall anyone plug into any Marina plug, light, or equipment.

- 8) Loud noises such as hailers, loud music, or unnecessarily loud revving of engines will not be permitted. Dock parties must conclude by 10:00 p.m. Sunday-Thursday and by 11:00 PM Friday and Saturday. There shall be no excessive noise, vibration, pollution, or other similar unreasonable disturbance of any type, permitted by a Boat Owner or their guests to constitute a nuisance to other Slip holders (or persons outside the Marina).
- 9) All work to be conducted on boat engines, fuel tanks, fuel lines or any other fuel or oil related operating device inside the marina must be reported in writing to Marina Service Manager prior to service being provided.
- 10) Pets: When on Marina property, must always be controlled and accompanied by the Slip holder. Pets must be always on a leash or in/on the Slip holder's vessel. Pets are not to be chained or tied to any common area, dock, or pier unattended by the Slip holder. If a pet soils Marina property, the Slip holder must clean it up immediately. Under no circumstances are pets to soil on or near any Marina equipment (i.e., pedestals, electrical cabinets, dock boxes, fire extinguisher cabinets, life ring cabinets, etc.). Any Slip holder who allows their pet to do so maybe in default of their Agreement per the conditions and processes defined in Article 10 of the Agreement.

Slip holder shall promptly reimburse Marina for the cost of cleaning or repairing any damage to Marina property caused by such pets. The Slip holder or Pet Owner of each pet shall ensure that his pet does not interfere with the rights, comforts, or convenience of other Slip holders or Marina guests.

- 11) Marine Service Providers: Prior to entry into the Marina any Service Provider will be required to provide evidence of current appropriate insurance certificates naming the Marina and appropriate entities as additional insured. The insurance requirements for Marine Service Providers are set forth in Section 15 of the Agreement and shall be always complied with. With respect to all Marine Service Providers the following conditions apply:
  - a) Must report to the Marina Office and complete the sign-in/sign-out log.
  - b) Power tools must be of the "dustless" variety or have vacuum assists. They may be used only during the following times: Monday through Friday 7:30 am to 6:00 pm and Saturday & Sunday 11:00 am to 5:00 pm.
  - c) Precautions shall be taken to prevent contamination of the Basin or of other boats. The failure to prevent any material from entering the water will result in a "Stop Work Order" and no further work on the vessel will be permitted in the Marina. Furthermore, repairs that may damage the docks are not allowed. Boat Owner is liable for any damage to Marina property which occurs because of such repairs.
  - d) At the end of the day, all tools, lumber, supplies, etc. shall be neatly stored and secured upon the vessel. Work areas shall be covered with tarps, to maintain a neat appearance. Under no circumstances shall items be left on docks or finger piers (see Rule 10).

- e) Any debris that results from repairs (containers, wood, residue, etc.) shall be removed from the Marina property by the Boat Owner or Marine Service Provider. All waste materials shall be cleared daily after work on a Boat. Boat Owners shall be responsible for the proper disposal of trash or waste resulting from any cleaning or maintenance activity in accordance with the Clean Marina Standards and all Applicable Laws. The Marina reserves the right to charge the Boat Owner for the removal or disposal of any debris left on Marina grounds.
  - f) A Boat Owner may undertake minor boat projects as needed to maintain their vessels' safety, appearance, and utility, provided they are completed in a timely manner and otherwise conducted in accordance with this Rule. Material new marine specific work or substantial exterior work, to include staging or protection of work area, that is customarily performed by a Licensed Marine Service Provider or is estimated to cost more than twenty percent (20%) of the Boat's estimated value, may be performed by the Boat Owner after submission of a work plan with schedule and review and reasonable approval of the Marina. Otherwise, such work must be performed by a Licensed, bonded, and insured contractor for such work. No major painting jobs customarily performed by third party contractors (as opposed to routine maintenance painting and varnishing by a Boat Owner) is permitted in the Marina.
  - g) Any Boat Owner or Boat Owner's Agent performing Marine specific repairs, modifications or alterations will be required to demonstrate to Marina upon request, the appropriate insurance certificates and perform all such work in accordance with the Clean Marina Standards, American Boat and Yacht Council and the United States Coast Guard standards.
  - h) For the safety of all concerned, based on the nature and extent of the work being performed (or as requested or required by the Marina's insurer), the Marina may supplement or modify this list of conditions and upon notification per Agreement Section 14, the Boat Owner and Boat Owner's Agent shall promptly comply with such conditions as modified.
- 12) As a boater, it is your responsibility to notify the Marina, in writing, of any changes to your boater status, i.e., contact information or departure date.
- 13) To avoid being considered a "Live Aboard" Annual slip holders and guests are not allowed to exceed ninety (90) overnight stays per calendar year aboard their vessel while docked in the Marina. Any boater found in violation of this rule will be subject to have their agreement canceled immediately and will be asked to have their vessel vacate the marina. Furthermore, any dockage paid in advance may be forfeited.
- 14) Entry to the Marina by an unaccompanied Guest of a Boat Owner will require pre-authorization by the Boat Owner and registration with the Marina. Regardless of length of stay, the Boat Owner may not receive any compensation from the Guest for staying on the vessel in any form and the Guest will be required to certify to that effect at registration with the Marina. Whether accompanied entry or not, the Boat Owner is responsible for any occupant of a liveaboard vessel and such Boat Owner hereby agrees to indemnify, defend, and hold harmless the Licensor and

its respective, officers, directors, employees, property managers, agents, insurers and their respective affiliates, from and against any loss, expense, liability, damage, claim (including reasonable attorneys' fees and court costs) made or brought for personal injury or property damage that arises from their guest.

Marina shall have the right to deny entry to any occupant that fails to comply with the guidelines or directions of the Marina hereunder and with respect to unaccompanied entry, where the Boat Owner has failed to provide reasonable advance notification.

- 15) No vessel shall be permitted entry to the Marina that is unable to supply its electrical needs from shore power, wind power, solar power, or batteries. Any vessel entering the Marina with fuel-burning electrical generating equipment (hereinafter "auxiliary power") shall be equipped with a non-resettable hour meter, and the auxiliary power system shall be maintained in accordance with the recommendations of the equipment manufacturer or to industry standards for similar models if manufacturer specifications are unavailable.
- 16) Non-Commercial Vessels
  - a) Non-commercial vessels are prohibited from operating auxiliary power for more than five hours during any slip Agreement year (April 1st through March 31st of the succeeding calendar year) while at the Marina and are prohibited from running auxiliary power systems during any Code Orange, Code Red or Code Purple Air Quality Action Days as established by any Governmental Authority. All non-commercial vessels shall maintain and, upon request from the Marina Manager, will submit a log demonstrating the vessel's compliance with this Rule. The failure to produce either an operational log or evidence of the auxiliary power's maintenance shall be presumptive evidence of non-compliance with this Rule.
  - b) Notwithstanding previous sub-rule, a vessel in the Marina may operate auxiliary power for more than five hours during a slip Agreement year with the Marina Manager's approval provided:
    - i) The Marina determines that an emergency condition exists onboard the vessel that represents an imminent threat to life, property, or the environment, and the Agreement takes immediate action to restore shore power or other non-fuel-based electrical generating capacity to mitigate the danger. In no event shall the Marina permit a vessel to operate auxiliary power for more than four consecutive days.
    - ii) During a significant disruption of the electrical grid and/or Marina shore power transmission system such as a natural disaster or "blackout."



- 17) On days designated by the Governmental Authority as Code Orange, Code Red or Code Purple, the use of small gasoline engines (e.g., power washers, garden tools, etc.) and the use of aerosol spray cans shall be prohibited. Nothing in this rule shall prohibit the use of four-cycle outboard engines on vessels.
- 18) Vessels with inboard propulsion systems and/or auxiliary power shall place oil absorbent materials commonly known as “diapers” or “sweeps” in their bilge compartments or immediately underneath the oil pan of each engine and auxiliary generator and shall replace these items when they become saturated with oil and shall dispose of the contaminated items as directed by the Marina Manager.
- 19) Shrink wrap is permitted from November 1<sup>st</sup> through April 1<sup>st</sup>. Any vessel that requires shrink wrap outside of this date range must get approval in writing from Service Manager.
- 20) Riding of any bikes, scooters, boards, or any wheeled vehicles within the marina must be done in a safe and courteous manner.
- 21) Crabbing and hunting activities of any kind are prohibited from land inside the marina.
- 22) Fishing is permitted in restricted areas of the marina from land and waterways with proper licensing. All fishing lines, lures and other tackle must be taken or properly disposed of to prevent harm to persons and wildlife.
- 23) A safety inspection of the vessel can be required if the condition, in the opinion of the Marina Manager, is considered unsafe or unseaworthy.
- 24) Title, insurance, slip holder agreement and other legal documents concerning the vessel registry must be registered in the same legal name.
- 25) Security gate and bathhouse codes are to be issued to Slip Holder and their immediate family. They may not be communicated to anyone unless authorized by management.
- 26) High & Dry Floater Dock is for Loading & Unloading operation only
  - i) Use of the **SpeedyDock** reservation application for vessel launching & recovery
  - ii) Trim Tabs must be in the **“UP”** position
  - iii) Antennas, tops, flag poles and anchor lights must be in **“DOWN”** position
  - iv) Stern & Bow lines must be on **“STARBOARD”** side
  - v) Lines must be quality **25’ double branded nylon** for personnel & vessel movement safety
  - vi) Canvas must in place as the boat will be stored
  - vii) Boats owners are **“PROHIBITED”** from entering the High/Dry building, unless accompanied by staff. Access to boats for work can be done on racks provided along floater dock.

- 27) Speed limit within the marina is 10 Miles Per Hour maximum
- 28) No boat owner or their family member shall use the marina for a USPS mailing address
- 29) All Boat Owners are required to give proof of insurance to the marina. An in-force insurance policy with general (boating) liability at \$500,000 with the following named as “additional insured”

1. McDaniel Yacht Basin, 15 Grandview Avenue, North East, MD 21901

**OR**

2. Shelter Cove Yacht Basin, 230 Riverside Drive, North East, MD 21901

**AND**

3. Oasis Marinas LLC, 222 Severn Avenue, Suite 200, Building 14 -200, Annapolis, MD 21401

Slip holder’s Signature: \_\_\_\_\_

Slip holder’s Name: \_\_\_\_\_

Date: \_\_\_\_\_

Staff Signature: \_\_\_\_\_

Date: \_\_\_\_\_