

THE RULES AND REGULATIONS OF THE LONGBRANCH MARINA

The Longbranch Improvement Club (LIC) owns and operated Longbranch Marina, a private community marina for the moorage of recreational vessels by LIC members and short-term transient moorage available to all recreational boaters on a first-come, first-served basis.

The Longbranch Marina provides a variety of boat moorage services: (A) Guest Moorage (B) Permanent Moorage (C) Boat House Moorage (D) Winter Moorage (E) Dinghy Dock Moorage.

(A) Guest Moorage: Guest Moorage is available at no charge for less than two hours. After two hours, and for up to 72 hours, fees are paid for moorage and connections to water and power. For moorage over 72 hours, permission of the Dockmaster is required. Reservations for moorage are not accepted and space is available only on a first-come, first served basis. An attempt to accommodate large groups will be made for those who contact the Dockmaster in advance. During periods of heavy use, rafting and stern-in moorage is allowed and expected. Moorage fees are posted and payment envelopes are available at or near the marina office. Guest moorage fees apply to ALL guest boats moored at Longbranch Marina.

(B) Permanent Moorage: A limited number of open-moorage boat slips are available as Permanent Moorage for “Regular Members” of the Longbranch Improvement club (LIC) who satisfy the requirements for eligibility [see (B-1) Eligibility]. An application from for Permanent Moorage is available from the Dockmaster.

(B-1) Eligibility: In order to qualify for Permanent Moorage at the Longbranch Marina, an applicant must be a Regular Member of the LIC [see LIC By-Laws, Article 3]. The eligibility of a Permanent Moorage tenant is subject to review by the LIC Marina Committee. If eligibility is breached, the tenant will be notified in writing and allowed thirty days to vacate the moorage.

(B-2) Application Process: To apply for permanent moorage at the Longbranch Marina, an application for Boat Slip form and the attached Declaration of Waiver by Marina Tenant form, must be completed and signed by the applicant, then submitted to the LIC Marina Committee for review. Within ten days after receiving the completed forms, those forms will be sent to the LIC Board of Directors for final acceptance or rejection. Copies of the application forms, indicating acceptance or rejection, will be sent to the Marina Committee, the Dockmaster and the applicant.

An existing Permanent Moorage tenant may request a change of boat slip by submitting a completed Application for Boat Slip form to the Marina committee. That application will be marked “Slip Change” and processed the same as any application for Permanent Moorage.

(B-2a) Boat Qualifications: At the time of application the applicant must own the boat

intended to be moored at the Marina and the general dimensions of an applicant's boat must be appropriate for available permanent open-moorage slips at the Longbranch Marina. Additionally, an applicant's boat must be in a seaworthy condition, used exclusively for pleasure purposes, and in compliance with county, state, and federal registration laws.

The applicant must provide proof of comprehensive liability insurance with a certificate [See (H) Insurance Requirements].

(B-3) Acceptance for Permanent Moorage, Waiting List and Slip Assignment: When an application for Permanent Moorage is accepted, and open-moorage slip may not be immediately available. Therefore, an applicant's name may be placed upon a waiting list. The dates of application acceptance will determine the order of names on the list. The oldest date of acceptance will belong to the name on the top (or head) of the waiting list, and that name will be offered the next available open-moorage boat slip. If an available slip will not accommodate an applicant's boat or is refused by the applicant, that slip will be offered to the next applicant's name on the waiting list, and so-on. The non-accommodated applicant or applicants will not lose position on the waiting list. A current waiting list will be posted at or near the marina office and in the LIC clubhouse.

The assignment and acceptance of a boat slip is established by signatures and dates of the applicant and Marina Committee chairman upon the application form. A moorage tenant has thirty days from receipt of a bill to pay the moorage fees [See (G) Payment of Moorage Fees].

The eligibility of applicant's names on the Permanent Moorage waiting list is reviewed at least annually by the Marina Committee [see (B-1) Eligibility:]. If eligibility is breached, the applicant will be notified in writing and removed from the waiting list.

(B-4) General Rules for Permanent Moorage Tenants: All boats moored at the Longbranch Marina are at the boat owner's risk. Tenants will maintain the piers and walkways adjacent to their assigned slip in a clean and tidy manner and free of personal property. Any changes and/or improvements on or around the boat slips, including fenders and/or mooring devices, may not be permanently attached unless approved in writing by the LIC Marina Committee. Request for change and/or improvements must be submitted in writing to the Marina Committee. If allowed, all changes and/or improvements will become the property of the LIC.

A Permanent Moorage tenant is not allowed to sublet a boat slip. Upon the death of a permanent moorage tenant, the permanent moorage slip assignment will be transferred only to the individual who inherits the vessel, providing that individual is a qualified member of the

LIC and can furnish appropriate proof of inheritance. Otherwise, if eligibility is breached, the tenant's boat must be removed from the boat slip within thirty days.

If a tenant chooses to terminate moorage, written notice must be supplied to the LIC Marina Committee at least thirty days in advance of vacating the slip.

Permanent Moorage tenants will advise the Dockmaster, preferably by written notice, of any planned vacancy of their assigned slip. If a permanent moorage boat slip is vacant for longer than thirty days without prior notice to the Dockmaster, the slip will be considered abandoned and available for reassignment.

(C) Boat House Moorage: The boathouses at Longbranch Marina are privately owned by LIC Regular Members who have fulfilled the eligibility requirements for Permanent Moorage at the Longbranch Marina. Owners of boathouses moored at the Longbranch Marina are required to provide proof of ownership of their boathouse. Presently, the installation of additional boathouses is not allowed. Should an existing boathouse become available for sale, written notice must be submitted to the LIC Board and that availability must be announced to the LIC membership in the LIC Newsletter giving notice to members for at least thirty days prior to sale to a non member. When a boathouse is sold, the LIC Board must be informed in writing. If ownership of a boathouse is transferred as a result of inheritance, the new owner must furnish appropriate proof of inheritance to the LIC. If an existing boathouse is acquired by an LIC member, and the member fulfills the eligibility requirements for Permanent Moorage at the Longbranch marina, the boathouse can remain at its moored location. If a boathouse is acquired by non member of the LIC, that boathouse must be removed from the Longbranch Marina within thirty days, **or;** the new owner will be allowed ninety days to satisfy the membership requirements for Regular Membership in the LIC and eligibility for Permanent Moorage at the Longbranch Marina. However, during that time, a monthly moorage fee will apply. Owners of boathouses moored at the Longbranch Marina must provide proof of comprehensive liability insurance to the LIC [see (H) Insurance Requirements]. Boathouse owners will cooperate with the LIC for scheduled inspections of the boathouse interiors and exteriors. Boathouses are required to be maintained suitable so as to prevent hazardous, unsafe and unsightly conditions.

(D) Winter Moorage: Winter Moorage is normally available from November 1 to April 1 (the dates may be modified to accommodate seasonal conditions). Dockside moorage space, approximately 220 linear feet, for Winter Moorage is limited to allow for transient moorage as required. If necessary to provide for adequate Guest Moorage, the Dockmaster will require boats in Winter Moorage to relocate temporarily, and/or allow rafting. Applications for Winter Moorage are accepted after April 1 for the upcoming Winter Moorage term. The application procedure and process is similar to applying for Permanent Moorage, except applicant names that also appear on the waiting list for Permanent Moorage are given first priority, followed by

Regular Members of the LIC. If space is available after October 15, Associate Members of the LIC, the non members, from the list of applicants, will be considered for Winter Moorage.

(E) Dinghy Dock Moorage: (for boats/tenders less than twelve feet LOA). Moorage at the

Dinghy Dock is provided at no charge for up to seventy-two hours for the temporary use of visiting boaters. Additionally, the Dinghy Dock provides limited dinghy moorage for a fee as posted.

(F) Use of electrical Power: For any use of electrical power, a fee will be charged as posted at the Marina. Only marine-rated (30-amp minimum) power cords in safe condition are to be used for connection to the power outlets on the docks. Power cords must not be in contact with the water at any time. The use of any unsafe electrical equipment, including portable battery chargers, is not permitted. Additional fees will be charged for continuous power usage that exceeds 200 watts.

(G) Payment of Fees: Fees for moorage and the use of utilities are posted at or near the Marina office. Also, payment envelopes, instructions and a deposit box are at the same location.

The fees for Permanent Moorage and electrical power are an annual fee payable in advance. Annual fees, payable in advance, are due in full payment before January 31, OR in four quarterly installments; one-fourth payment due before February 1, second one-fourth payment due before April 1, third one-fourth payment due before July 1 and the full balance due before October 1. Failure to make payments as required will result in loss of moorage and the slip will revert to the LIC for reassignment.

NOTE: For full payment of annual fees before January 31, a 5% discount will apply. A new Permanent Moorage tenant will be charged fees for the remaining calendar year, pro-rated monthly and payable in advance. If a Permanent Moorage tenant discontinues tenancy, unused prepaid fees will be pro-rated monthly and refunded.

(H) Insurance Requirements: All Permanent Moorage tenants at the Longbranch Marina shall procure and maintain general liability insurance covering claims for bodily injury, personal injury or property damage arising on the tenant's property and/or arising out of the tenant's operations. Tenants will furnish proof of insurance evidencing the following amounts: General Aggregate \$300,000.00 minimum and each occurrence \$300,000.00 minimum. Tenant acknowledges that these coverage requirements are the minimum limits of insurance the tenant must maintain to receive moorage at the Longbranch Marina. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Possession of the required minimum limits of coverage does not relieve the tenant from liability for losses and settlement expenses greater than the required minimum limits of coverage.

(I) General Rules for the use of the Longbranch Marina Parking Area: Users of the Longbranch Marina parking area do so at their own risk. Commercial-type vehicles and/or equipment, trailers, motor homes and/or other self-contained vehicles are not allowed to use the parking

area, except for temporary loading and unloading. Camping and/or storage of any kind are not allowed.

(J) General Rules for the Use of Longbranch Marina and Adjacent Waters: The following rules are posted on the dock at or near the Marina office and apply to all users of the Longbranch Marina. Users of the Longbranch Marina do so at their own risk. The Longbranch Improvement Club is not responsible for damage or loss due to fire, theft or any other occurrence.

Hours of public use and restrictions or conditions thereon are posted in the Marina. Commercial and/or business concessions are prohibited. Any boat for use other than pleasure cannot be allowed to moor at the Longbranch marina except for purposes of pleasure (e.g., a charter vessel).

Do not discard refuse or any kind into the water or onto the docks. Refuse containers are available for use at the Marina. Do not discharge any sewage, toxic materials or any similar wastes into the water or onto the docks. Portable toilets are located in the parking lot at the end of the dock. All maintenance work must be accomplished in accordance with current State and Federal regulations that prohibit the discharge of toxic materials into the air and water.

10 p.m. to 7 a.m. is considered quiet time. Loud and boisterous activity must be avoided.

All users of the Longbranch Marina should be responsible for the use of good house-keeping habits on and around the docks.

All pet must be kept on a hand-held leash, carried or confined to the owner's boat while at the Longbranch Marina. Authorities will be notified of any unattended animal. Owners of pets are responsible for the activities of their pets at the marina and marina parking area and the immediate proper cleanup and disposal of animal waste.

To conserve water, use the shut-off nozzle when using a water hose.

Observe the fire extinguisher locations and the fire regulations posted on the dock.

Do not obstruct access to the permanent moorage slips. Do not use the tidal grid. Due care must be exercised during all navigation and handling of boats. Boats must be operated safely and so as not to produce a wakes that will affect the docks and/or moored boats.

Be respectful of others; do not trespass on other boats or boathouses.

In case of emergency and member of the LIC is authorized to take suitable action with no resulting liability upon the LIC and/or LIC members.

Any member of the LIC may appeal a rule or policy of the Longbranch Marina or file a grievance. This must be submitted, in writing, to the Marina Committee. Upon review of the appeal or grievance, the Marina Committee will make a recommendation to the LIC Board of Directors for final resolution.