

West Basin Marina Operational Rules and Regulations

City of St Joseph

WEST BASIN MARINA OPERATIONAL RULES AND REGULATIONS

The West Basin Marina ("Marina") is owned and operated by the City of St. Joseph; the St. Joseph Recreational Harbor Authority ("Harbor Authority") oversees operation and management of the Marina. All operating expenses are recovered from slip rental, fuel sales, supplies, services and storage fees. All individuals using the Marina, its facilities, or parking areas must comply with the following West Basin Marina Operational Rules and Regulations.

The Marina Management, which is comprised of those agents designated by the Harbor Authority, to include the Marina Manager and staff, is an agent of the Harbor Authority and is empowered to enforce all Rules and Regulations and to assign transient slips and collect on behalf of the Harbor Authority all transient fees. The Marina Management is also empowered to take appropriate action to assure the safety, general appearance and overall proper operation of the Marina.

Section A. General Marina Rules

1. The West Basin Marina is intended exclusively for personal recreational use. There shall be no commercial use by any lessee and/or their assigns. Any such use is a violation of the Lease Agreement and will result in the immediate termination of same and loss of all rights and privileges afforded the lessee.
2. The Marina Management and dock attendants have the right to move boats and adjust lines.
3. Vessels under sail shall not be maneuvered in the Marina except when necessary to enter a boat well when auxiliary boat power is not available.
4. No modifications or changes may be made to any of the structures in the Marina including, but not limited to piers, docks, and shore areas, without the written approval of the Harbor Authority or as approved in these rules.
5. Signs, place cards or commercial displays, except information signs authorized by the Harbor Authority, shall not be permitted on Marina property.
6. Motor homes or RV's are not permitted to park in the Marina parking lot.
7. Camping is not permitted in the Marina; including staying overnight inside a vehicle.

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8. Living aboard your boat for more than one week at a time must be approved in writing, in advance, by the Marina Management and may require an additional fee.
9. Picnic tables, grills, and electrical hook-ups must be approved by the Marina Management.
10. Port-a-potties must be emptied at the pump-out facility located at the gas dock.
11. Washing of automobiles or automobile repair is not allowed within the Marina.
12. Boat owners shall utilize Marina staff and/or contractors for services, however, outside contractors may be utilized under the following conditions:
 - A. The boat owner notifies the Marina Management of the name and date of expected service.
 - B. The contractor provides the Marina Management with a certificate of insurance indicating \$1,000,000/\$1,000,000 Commercial General liability coverage for personal injury, bodily injury and property damage with a company licensed and admitted to do business in the State of Michigan. Marina Management may require additional insurance depending on the nature of the authorized service.
 - C. Upon arrival at the Marina each day, each employee of the contractor must register with the Marina Management and sign a vehicle inspection authorization as a condition of entry.
 - D. Unless prior authorization has been granted by the Marina Management, contractors must perform work during regular Marina hours of operation only.
13. Disorderly conduct or action which might reasonably be expected to cause injury or damage to persons or property on the part of any person using, visiting or occupying a vessel within the harbor shall be cause for revocation of any right for use of any dock and related facilities.
14. Docking of boats shall be at the sole and exclusive direction of the Marina Management or dock attendants.
15. Boats, scows, floats, rafts or any other equipment other than that regularly carried aboard or towed by the vessel for which the docking rights are granted, shall not be brought into or moored in the Marina, except on a temporary basis or with the permission of the Marina Management.
16. Piers, docks or catwalks shall not be used as storage areas for gear and equipment.

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17. Swimming, diving or bathing in the water of the Marina is prohibited. It is highly recommended that young children be required to wear life preservers at all times while on docks, piers or vessels in the Marina.
18. Fish cleaning will be permitted only at the fish cleaning station. These facilities are for the use of the Marina's seasonal and transient boaters only. Fish entrails shall not be discarded in the Marina waste cans.
19. Charcoal burners or any open flame cooking apparatus shall not be used topside on any vessel or the docks. The grassy areas may be used for these purposes.
20. Trash or garbage must be placed in a plastic bag and disposed of in one of the receptacles.
21. Pets must be on a leash at all times and owners are responsible for cleaning up after pets.
22. Motorbikes and bicycles may be operated or ridden in the Marina only in areas designated for driving or parking motor vehicles. Motorbikes and bicycles may not be operated on docks, sidewalks, and grass areas or posted areas prohibiting their use. Boaters having motorbikes and bicycles shall wheel or carry them to areas where usage is permitted before operating or riding them. Use of rollerblades, skateboards and coaster toys in the Marina is prohibited.
23. Quiet time hours between 11:00 p.m. and 7:00 a.m. must be observed as a courtesy to all others.

Section B. Slip Rental Provisions

1. Individuals may apply for a seasonal slip rental by completing a slip application form available at the Marina Office; the application must state the required slip size.
2. A \$20.00 non-refundable application fee is charged. A list of seasonal slip rental applications will be maintained at the Marina Office in order of date of application. A \$20.00 annual fee is charged to remain on the seasonal slip rental waiting list. Fees may be changed at any time by action of the Harbor Authority.
3. An applicant need not own a boat to apply for a seasonal slip; however, an applicant must be the sole owner of the boat at the time of rental, and show valid proof of ownership within 30 days of notification that a slip is available. For purposes of these rules, sole owner shall mean an individual, spouses, or an entity owned solely by the applicant.

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4. When slips become available for rental, the applicant interested in the size available with the oldest application will be notified and have a choice of the available slips. The second, third, fourth, etc. applicants will then be contacted until all available slips are rented.
5. Once notification is made, the applicant must advise the Marina Office within seven (7) days of their intention to accept or refuse the available slip.
6. If an applicant feels that none of the available slips are suitable for the boat the applicant owns or will own, the applicant will be bypassed and maintain the same position on the waiting list.
7. A slip assignment may be refused no more than a total of one (1) time, except when notification is made after January 1st of the current boating season for the current boating season. In such cases, the applicant will maintain the same position on the waiting list.
8. Upon acceptance of a slip assignment, the applicant must make payment within five (5) business days at the Marina Office for the first full season slip rental and, within 30 days of acceptance, present proof of ownership, insurance, etc.
9. Upon acceptance of a slip assignment and payment of the slip rental fee, no refunds will be granted.
10. Slips rented for less than a full season will be billed the entire season rate. The season runs from April 1st through October 31st. Boats may not winter in the Marina.
11. All slip renters shall notify Marina Office when their slip will be vacant for 24 hours or more. Slip renters must notify the Marina Office with a minimum of 24 hours before returning to their rented slip. The slip may be rented by Marina Management and fees shall accrue to the Harbor Authority. Consistent failure to abide by this notification provision will be considered a material violation of these rules and may result in a renter losing renewal rights.
12. A slip not occupied for more than one season will not be eligible for renewal.
13. The Harbor Authority reserves the right to inquire into the matter of ownership and continuing ownership in connection with all annual slip renewal requests.
14. Failure to provide supporting evidence of ownership shall terminate a renter's slip rights for renewal.

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15. Slip renters in good standing may renew their slips for the coming season by showing proof of ownership, insurance and by payment of slip fees under the following schedule:
 - A. Payment for the upcoming season's slip fee is due on or before October 1st of the prior year.
 - B. Payment received between October 2nd and October 15th will be subject to an additional penalty of 10 percent on the basic season slip rental fee.
 - C. Payment received between October 16th and October 31st will be subject to an additional penalty of 10 percent on the basic season slip rental fee; for a total penalty of 20 percent.
 - D. Payment received after October 31st shall not be accepted. The payment will be returned and slip occupancy will be forfeited.
16. In applying these rules, the applicant and/or renter shall on request personally appear before the Harbor Authority for the purpose of answering questions as to continued ownership interest and shall likewise submit such documentation on the matter as may be reasonably requested.

Section C. Slip Assignment, Transfer, and Relocation

1. The slip rental lease is granted to a specific boat owner and is not assignable to any other person, entity or boat. Disposition of ownership by the slip renter must be reported to the Authority immediately.
2. A slip renter has no transferable rights in a slip, except that in the event the renter sells their boat between April 1st and October 31st - the new owner may use the prior owner's slip for the balance of that paid year only.
3. Since the renter has no transferable rights in the slip (except to the limited extent provided for in paragraph Section C-2 above), a renter who sells their boat and fails to obtain a replacement boat by September 1st of that year will no longer be eligible for slip renewal.
4. The following rules shall apply to the "sale of boat" for purposes of rendering a slip renter ineligible to renew their slip:
 - A. A transfer of ownership of a boat from a slip renter to a partnership, corporation, or other entity shall be considered a "sale of boat" unless the transferor continues to

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have sole interest in such entity. An interest as a creditor is not continuing ownership interest.

- B. If the present slip renter is a partnership, corporation, or other entity, then a transfer of ownership interest in such partnership, corporation, or other entity shall likewise be considered a "sale of boat", unless the transferor continues to have a sole interest in the partnership, corporation, or entity.
- 5. The Harbor Authority reserves the right to assign or reassign seasonal slips. In the event of any such assignment or reassignment, no adjustment shall be made to any rental rates.
- 6. Assignments and reassignments are to be made by the Harbor Authority only. A slip renter shall not sublet or loan for any length of time their assigned slip to others.
- 7. Current slip renters who have requested relocation will be reassigned slips on the basis of seniority of their slip relocation request.
- 8. The Harbor Authority reserves the right to refuse to renew the slip rental arrangement and to order a slip vacated with forfeiture of slip rental fees for violation of these rules, for unsafe conditions, for disturbances, and for any other conditions not compatible with a proper marina environment.

Section D. Insurance Requirements

- 1. All boat owners must maintain and provide the Harbor Authority with a certificate of insurance indicating \$500,000/\$500,000 watercraft general liability coverage for personal injury, bodily injury and property damage with a company licensed and admitted to do business in the State of Michigan. Failure to provide a copy of your proof of insurance with your signed slip agreement could result in forfeiture of your boat slip.

Section E. Environmental Rules

Renters shall comply with all federal, state, and local environmental laws, rules and regulations, including but not limited to the following rules:

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1. Waste Material - No garbage, sludge, refuse matter, sewage or waste materials of any kind shall be thrown, deposited or permitted to be thrown or deposited into the water or on the piers, docks or shore areas of the Marina except in designated receptacles.
2. Fuel - It is prohibited to fuel boats in the Marina at any location other than the Fuel Dock.
3. Bottom Washing - There will be no power washing of boats inside the Marina by boat owners. All power washing must be performed by Marina personnel at the hoist area where an environmental water collection and purification system has been installed to collect bottom paint and other residue from power washed boats.
4. Sanding - There will be no sanding work of any sort carried out by individual boat owners or their contractors unless a vacuum sander is used and residue disposed of offsite, according to applicable environmental laws, rules, and regulations.
5. Painting - There will be no painting work of any sort carried out by individual boat owners or their contractors unless the ground beneath the boat is covered with a tarp, and all painting is done with a roller or a brush. Brush, pans, rollers, paint and tarp must be removed from the Marina for disposal. Paint cans, brushes, rollers or used tarps shall not be placed in Marina dumpsters.
6. Spraying - Spray painting is prohibited.
7. Batteries - Batteries can only be disposed of with Marina Management approval.

Section E. Right of Appeal

1. An applicant or renter who is denied rental rights under Sections B or C may appeal the decision to the Harbor Authority for a hearing and final determination. The Harbor Authority may, for compelling cause and to prevent substantial inequity or injustice, grant such applicant or renter's request for rental rights.

Section F. Launch/Haul-out/Storage

1. WBM requires the Launch/Haul-out/Storage Service Agreement to be completed and returned to the Marina Office before scheduling any services or continuation of storage. The terms and conditions stated within the agreement will remain in effect until such time that the boat, cradle, related equipment leave the Marina property.

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- a. Mast removal or mast stepping will require a separate signed agreement provided by the Marina Office.
 - b. All charges related to Launch, Haul-out, Storage, and related services are to be paid in full upon receipt of a statement of services; invoices will be charged a 3% late fee after 30 days.
 - c. All storage customers must provide a copy of their current general liability policy for the boat to the Marina Office before being hauled out for winter storage, or upon request of the Marina Management. Customers are responsible for sending updated insurance policies to the Marina Office.
 - d. The Marina calculates the per foot rate for services based on the boats length overall (LOA). LOA measurements are from the rearmost point on the stern to the foremost point at the bow. Any discrepancies in LOA will be resolved by Marina Staff measuring the boat length with a physical tape measure, which shall be the LOA used to determine the final price for associated services.
 - e. Winter storage is from September 1st through May 31st, winter storage rate is \$10/ft for regular boats and \$13/ft for lift boats. Summer storage is from June 1st through August 31st in any year, summer storage rate is \$15 per day.
2. Owners will keep their boat, cradle, and/or trailer in good working condition and repair. Storage of boats, cradles, trailers, and related equipment shall be at the discretion of the Marina Manager. Marina Management may require any boats, cradles, and related equipment that have fallen into disrepair and pose any danger or risk of damage or harm to persons or other property to be removed from the Marina property. This decision may be appealed to the Recreational Harbor Authority for a final determination.
3. Shrink wrap covers are not allowed in any trash receptacles; owners must haul away or make arrangements for disposal of the shrink wrap.
4. Halyards, topping lifts, etc. must be tied away from the mast during winter storage.

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5. Boats are not allowed to be plugged in while unattended during storage. Use of heaters, dehumidifiers, and battery chargers are not allowed to be used while unattended.
6. All winterizing of “raw water” systems must be done with non-toxic antifreeze (Propylene Glycol).
7. Owners must provide the Marina Management with five (5) days advanced notice to remove the boat from storage.

Section G. Emergency / High Risk Situations

1. Marina Management has the right, at its sole discretion, to take action in a dangerous or high-risk situation to protect other customers and their property. Owners of the vessel will be contacted as soon as the situation appears, in the spirit of safety, action may be required before the owner is contacted.
 - a. Marina Staff has the right to enter, move, or haul-out any vessel that is causing a dangerous situation such as: sinking, alarms sounding, storage cradle failure, leaning due to high wind, or mast rigging failure, etc.

Observance of these Rules and Regulations will help provide an enjoyable experience for all visitors to the West Basin Marina.