

Rules, Regulations, Policies, and Procedures for Menominee Marina

TABLE OF CONTENTS:

Glossary of Terms.....Pages 2 and 3

Subject.....Section Number

Agreement, Severability, and Indemnification.....	8.01-8.06
Anchoring.....	4.14
Availability of Services.....	1.02
Bicycles, Skateboards, etc. on Docks or Finger Piers.....	4.24
Boats Declared as Hazards.....	4.01
Boat Launch Ramp.....	5.04
Boat Maintenance.....	4.03
Bulletin Board (in Boaters' Lounge).....	7.09
Camping.....	5.01
Charcoal Grills and Other Cooking Devices.....	4.08
Checkout Time.....	2.05
Commercial Activities.....	4.20
Commercial Use of Vessel-Exception.....	3.03
Death of Seasonal Dockage Holder.....	3.10
Dinghies and Auxiliary Craft.....	3.07
Disorderly Conduct.....	4.10
Dock Boxes.....	3.15
Duty to Notify Harbor Master When Departing Marina.....	3.18
Failure to Remove Boat and/or Equipment After Termination of D.P.A.....	3.13
Fireworks.....	4.05
Fishing.....	4.17
Fitting Within Confines of Slip/Penalty.....	3.05 and 3.06
Fuel-Delivery of.....	4.07
Fuel-Storage of.....	4.07
Ingress to and Egress From Slips.....	3.19
Items Left Past Season's End.....	1.03
Last Day for Boats.....	1.04
Late Fee.....	3.02
Legal Precedence.....	8.03a
Loitering.....	4.11
Lost and Found.....	4.27
Low Water Refund.....	3.09
Maintenance of Marina Property/Premises.....	4.26
Marina Speed Limit.....	4.16
Marine Band Radio-Contacting Harbor Master.....	2.01

Marine/Boat Insurance.....3.16
Modification to Docks and Piers.....3.14a
Moving of Boats-Right of Harbor Master.....4.02
Noise/Quiet Hours.....4.09
Non-motorized Sailboats and Sailboards (wind surfers).....4.15
Open Flames, Toxic Chemicals, and Hazardous Equipment or Supplies.....4.04
Parking.....5.02
Pets.....4.21
Pollution.....4.12
Rafting.....4.13
Reservable Slips.....2.03
Restroom (Head) Keys.....4.28
Rigging and Halyards.....4.18
Right to Termination of Dockage Permit/Agreement-Marina.....3.11
Right to Termination of Dockage Permit/Agreement-Seasonal Tenant.....3.12
Seasonal Dockage Permit/Agreement (D.P.A.).....3.03
Seasonal Dockage Permit (decal).....3.04
Seasonal Tenancy Renewal.....3.01
Season Schedule.....1.01
Slip Vacancies-Rights to.....3.17
Smoking.....4.06
Soliciting and Advertising.....4.19
Storage of Personal Gear.....4.25
Storing Items on Dock.....3.14
Subleasing.....6.02
Swimming, Diving, Skin Diving, SCUBA Diving, and Bathing.....4.23
Throwing and Launching Sports.....4.22
Trailer Boats.....5.03
Transferring a Slip or Mooring Buoy.....6.01
Transient and Short-term Dockage Assignments.....2.02
Transient Dockage Fees.....2.04
Waiting List Policy and Procedure.....6.03-6.11
Water Works-Boaters' Lounge.....7.01-7.11

GLOSSARY OF TERMS:

Bulkhead- western/inner steel sheeted wall.

Dock- fixed/rigid or floating structure, including the main pier and finger piers, at which boats are moored.

Dockage Permit/Agreement (D.P.A.)- common name given to the Seasonal Dockage Permit-Application and Agreement.

Fairway- traffic area between two docks.

Finger pier- walkway between two slips extending outward from the main pier (main walkway).

L.O.A. (length overall)- the **total** length of the vessel including both bow and stern projections and/or appendages such as a swim platform, bowsprit, bow pulpit, anchor roller/bracket,

outboard motor, outdrive, dinghy/raft davits, downriggers, fishing poles etc.

Main pier (main walkway)- area of the dock perpendicular to the sidewalk and bulkhead mainly used for pedestrian traffic.

Marina- Menominee Marina.

Marina Management Group (M.M.G.)- a volunteer group comprised of members of the M & M Yacht Club that manages the Menominee Marina for the City of Menominee through a contract.

Marina premises- Harbor Masters' Office building; Fuel Dock Office ("Hut"); Water Works-Boaters' Lounge; entire breakwater which includes the northern wall including the flow gates, eastern wall (main breakwater), and southern wall; area from bulkhead between L and E docks to curb on eastern edge of Doyle Drive; area from bulkhead between E dock to southern wall to the eastern edge of Great Lakes Memorial Marina Park; parking lot near boat launch ramp; pet walk; all docks (L, A, B, C, D, E, F); waters within breakwater walls and bulkhead including the entrance channel.

Mooring (mooring buoy)- buoy anchored in place within the Marina to which a vessel is tied.

Seasonal dockage holder (tenant)- a person who signs and dates a Dockage Permit/ Agreement and who pays their respective seasonal rate by a given date thereby leasing a slip or mooring buoy.

Seasonal Dockage Permit- decal issued by the Marina Management Group to all seasonal dock holders signifying that the seasonal fee for a particular boat has been paid.

Short-term dockage- slip or mooring assignment given to a short-term visiting boater at no cost.

Short-term visiting boater- boater visiting the marina for a portion of a day but not to include an overnight stay.

Slow-No Wake speed- the slowest speed at which a vessel can still maintain steerage.

Transient- boater renting a slip or mooring on an overnight or multi-night basis.

Vessel- any motor, sail, or manually driven contrivance designed to be used for the purpose of transportation or recreation upon the water.

SECTION I --- SEASON SCHEDULE

1.01 The Marina will be staffed according to the schedule set for in this paragraph. Utilities, fuel, and other services will be provided according to the same schedule. Seasonal dockage holders may, at their own risk, occupy the assigned slip prior to and after the schedule (see Rule 1.03 for further details).

STAFF & UTILITIES SCHEDULE:

Opening Date: May 15

Closing Date: October 15

- 1.02 Marina reserves the right to adjust the electrical, water, fuel and/or sewage pump-out services in the event of an emergency, facility breakdown, or due to the effects of high water elevations.
- 1.03 The Marina assumes no responsibility for any items (hoses, lines, fenders, etc.) left by seasonal dockage holders after the close of the season.
- 1.04 All boats must be out of the Marina as of noon on October 31. Anyone not out of the Marina by this deadline will be assessed \$100.00, and anyone not out of the Marina by November 01 shall lose his or her dockage facility for the next year.

SECTION II --- TRANSIENT AND SHORT-TERM VISITING BOATERS

- 2.01 All transient and short-term visiting boat operators shall contact the Harbor Master immediately upon entering the Marina via VHF-FM Marine Band Channel 09 to obtain dock space and information.
- 2.02 Transient and short-term dockage assignments will be made by the Harbor Master on duty. Transient boats will be limited to a seven (7) consecutive day docking/mooring period. Transients must be out of the Marina for 48 hours consecutive before a new period may begin. The Harbor Master may use discretion in applying this rule if overcrowding is not a problem.
- 2.03 Transient boaters may reserve, in advance, any of the slips specially designated as reservable transient slips by making a reservation and providing a credit card number. All other transient boaters will be assigned dockage on a first-come-first-served basis. Transient boaters can, however, call up to four hours in advance of their arrival to the Marina via telephone or Marine Band Radio to obtain a dockage assignment.
- 2.04 All transient dockage fees shall be paid in full at the time of registration.
- 2.05 Checkout time is at 11:00 a.m. Transients desiring to stay beyond that time, but not overnight, shall contact the Harbor Master on duty for short-term dockage availability. Transients desiring to stay another night shall contact the Harbor Master on duty for a dockage assignment.

SECTION III --- SEASONAL DOCKAGE HOLDERS

- 3.01 Persons wanting to be considered as seasonal dockage holders for the upcoming season must have their deposit received by the date indicated in the literature that is mailed by the Marina Management Group via First Class Mail. Anyone not returning his/her **completed, signed, and dated** Seasonal Dockage Permit- Application and Agreement (Dockage Permit/Agreement) along with the appropriate deposit by the due date will be considered as not returning for the upcoming season. Any vacancies resulting from such will be filled according to the waiting list procedure (see Section VI). **DEPOSITS ARE NON-REFUNDABLE.**
- 3.02 Persons not having their balance postmarked by the due date will be assessed a \$100 late fee. If the balance is not paid by the opening date of the Marina, that person will be considered as not returning for that season. Any vacancies resulting from such will be filled according to the waiting list procedure (see Section VI). **DEPOSITS ARE NON-REFUNDABLE.**

3.03 A Seasonal Dockage Permit is granted to a specific seasonal dockage holder, the owner of the specific boat described in the Dockage Permit/Agreement, and is **not** assignable or transferable to any other person, entity, or boat. The Seasonal Dockage Permit entitles the seasonal dockage holder to dock the boat, so described, in the assigned slip or at the assigned mooring and assumes the subject boat is to be utilized exclusively for personal recreation by the seasonal dockage holder. Any commercial use of the boat by a seasonal dockage holder and/or his/her assigns is a violation of the Seasonal Dockage Permit and will result in immediate termination of same and loss of all rights and privileges hereunder.* Principle ownership of a boat is considered to be 51% ownership.

***EXCEPTIONS:** The Michigan Waterways Commission does allow commercial use of a vessel within the Marina. However, each application for commercial use is handled on a case-by-case basis and must meet City of Menominee and State of Michigan operating requirements. In addition, the seasonal dockage rate will be at twice the published "Seasonal Moorage Rate" as prescribed by the Michigan State Waterways Commission.

3.04 Each seasonal dockage holder will be issued a Seasonal Dockage Permit decal for the boat listed on his or her Seasonal Dockage Permit- Agreement and Application. This decal shall be affixed to such vessel in the following manner: **place the decal above the rub rail on the dockside quarter of your boat that is closest to the main pier.** Failure to have the decal properly displayed when the vessel is docked or moored within the Marina will result in the seasonal dockage holder being charged the transient dockage rate for each day in violation even if the seasonal dockage fee has been paid in full.

3.05 In accordance with Michigan Waterways Commissions rule No. C. 7. of section XVI, **ALL boats shall fit within the confines of the assigned slip with exception to those docked in E-01 and F-02 (Rev. 02-12).** The L.O.A. of such boats cannot exceed the actual length of the assigned slip. Further, seasonal dock holders shall tie their boats in a manner so that NO portion of their vessel hangs over the main pier (main walkway) or sticks out into the fairway. Any seasonal dock holder unable to meet this requirement will be re-assigned to a slip large enough to accommodate their boat and must pay any difference in fee. If no such slip is available that seasonal dock holder **will be notified, in writing, by the Marina Management Group**, assessed a \$400.00 penalty, and must apply to the Intra-Marina Move List requesting a slip large enough to accommodate their boat for the following season. Affected boaters who fail to apply for a larger slip or those who do not accept the larger slip when it is offered by the Marina Management Group will lose their seasonal docking privileges for that particular boating season.*

Rev. 03-28-11

If no such slip is available the following season, that affected person must choose one of the following two options:

OPTION 1- The seasonal dockage holder shall pay a \$400.00 penalty and must apply to get on the Intra-Marina Move List requesting a slip large enough to accommodate their boat (this option is only available for a maximum of three (3) years).

OPTION 2- The seasonal dockage holder shall request, in writing, that their Dockage Permit Agreement be deemed void, **and a prorated amount (based on the date that the dockage facility was leased, the amount paid in thus far, and the date the Marina Management Group notified the seasonal tenant of the violation)** will be refunded. That person will then have to seek dockage elsewhere. **Rev. 03-28-11**

***EXCEPTION: Grandfather Clause-** All 2002 seasonal dock holders will be grand fathered

thus protecting them from any penalty and from losing their docking privileges. This clause only applies to the boat docked in 2002 provided that nothing has been added to that boat since 2002 which caused its length to increase (swim platform, anchor roller/bracket, outboard motor, dinghy/raft davits, downriggers, fishing poles, etc.). **Rev. 02-10**

- 3.06 A seasonal dockage holder who purchases a boat requiring a slip larger than that of their present slip assignment will no longer fall under the grandfather clause under Rule 3.05 and must apply for the larger slip via application to the Intra-Marina Move List (see Rule 6.03 for details on applying). The Marina is not automatically obligated to fulfill the seasonal dockage holder's need for the larger slip and will do so only if a slip of necessary size is available according to the provisions described in the waiting list procedure (see Section VI for procedure).
- 3.07 Dinghies or other auxiliary craft of a size suitable to be carried on board the boat may be stored in the slip so long as this storage does not extend beyond the confines of the assigned slip and providing the dinghy or other auxiliary craft is removed from the slip when the boat is out of the Marina for more than one day. The dinghy or auxiliary craft may be stored on the dock directly in front of the slip provided the dinghy or auxiliary craft does not obstruct the ***adjacent finger pier in any way***, does not occupy more than twenty (20) ***lineal*** inches of the main pier surface (***measured from the edge of the dock boards closest to the seasonal tenant's slip***), and is no more than ten (10) feet in length. The Marina Management Group does approve of an angle bracket support (See Rule 3.14). The approved plan can be obtained from the Marina Management Group by E-mail or at the Harbor Masters' Office. As an alternate, but not in addition to, this dock space may be used for a dock storage box (dock box). **Rev. 02-27-11**
- 3.08 A dinghy storage dock, located at the south end on the Marina, is provided primarily for seasonal mooring holders. **Rescinded 02-27-11**
- 3.09 In a situation where low water causes the seasonal dockage holder's current slip assignment to be unusable, he/she must submit a request in writing in order to be re-located to another slip within the Marina where the depth of water is sufficient for their boat. A prorated refund will be granted only if there is no other unoccupied slip with sufficient water depth available within the Marina and providing the request to re-locate is made no later than May 15. The Marina considers sufficient water depth to be where fourteen (14) inches or more exist(s) between the lowest portion of the vessel and the bottom of the Marina. In the event that the seasonal dockage holder is relocated, it shall be on a temporary basis, and every attempt will be made to return him/her to their previous slip assignment.
- 3.10 If a seasonal dockage holder dies, his/her spouse or other designated family member may make a written request to the Marina Management Group for a prorated refund of any payment made for seasonal dockage and/or dock box for the current or upcoming boating season.
- 3.11 The Marina shall have the right to terminate a seasonal dockage holder's Dockage Permit/Agreement without cause by giving notice, in writing, to the seasonal dockage holder within 72 hours prior to such termination provided that the seasonal dockage holder shall be entitled to a prorated refund of any seasonal dockage fee already paid. However, no refunds shall be made if termination of this permit is due to a seasonal dockage holder's (or their guest's) violation of any of the terms and conditions of the Dockage Permit/Agreement, any

of the rules and regulations incorporated herein, or any such other reasonable rules and regulations as the Marina may publish, post and/or distribute from time to time.

- 3.12 The seasonal dockage holder shall have the right to terminate their Dockage Permit/Agreement by giving the Marina written notice. The seasonal dock holder shall **not** be entitled to a refund of the deposit, but will be entitled to a refund of the remaining balance provided that the written notice is postmarked not later than the due date for that balance.
- 3.13 Seasonal dockage holders agree to remove or cause the boat and/or equipment thereon to be removed from the Marina within ten (10) days after termination of their Dockage Permit/Agreement. If the seasonal dock holder fails to remove the boat and/or equipment thereon in a timely fashion after the termination of this permit, the Marina shall have the option of (a) charging daily transient fees or (b) pursuing another remedy available under the law.
- 3.14 ***Seasonal dockage holders shall not store supplies; materials; accessories; debris; or items such as, but not limited to, a tent, awning, satellite dish, post or bracket for mounting a satellite dish, sign, flower pot, anchor, cooler, or chair(s), upon any main pier or finger pier nor shall any of these articles be attached to the main pier, finger pier, or any of the upright posts associated with a slip. Rev. 06-10***
- 3.14a Seasonal dockage holders shall not construct, install, or affix any lockers, chests, cabinets, or similar structures to any finger pier or main pier. Under certain conditions, structures and/or modifications including, but not limited to, steps, ladders, fender boards/fender board extensions, ramps, davits, or dinghy brackets/supports may be added, but the seasonal dockage holder must obtain prior written approval from the Harbor Master Manager or ***Marina Management Group (Rev. 06-10)*** after completing the required form (Request to Modify Main Pier or Finger Pier) and submitting a sketch of the proposed plan. Any such structures or modifications shall be in good taste, made of pressure-treated lumber, affixed using screws and/or nut and bolts, structurally sound, and shall not protrude into any portion of the slip by more than ***nine-and-a-half (9 1/2) inches into the slip (measured outward from the lateral surface, of the finger pier, closest the seasonal tenant's slip or outward from the outer-most edge of the "T" beam, of the main pier, in front of the seasonal tenant's slip).**** ***Rev. 03-01-11***

The Marina shall not be held responsible for any damages incurred to any such structures or modifications. Further, any expenses incurred by the Marina to remove any damaged structure(s) and/or modification(s) or expenses incurred by the Marina resulting from damage to Marina property caused by a structure(s) or modification(s) added by a seasonal dockage holder will be charged to the seasonal dockage holder making such modifications and/or additions. The seasonal dockage holder shall remove any such structures or modifications within ten (10) days after he/she vacates that slip due to an intra-marina move, termination of Dockage Permit/Agreement, or non-renewal of the Dockage Permit/Agreement. Failure to comply with the removal deadline will result in the assessment of a \$100.00 fee to cover costs of having Marina personnel removing such items.

Rev. 08-09

- *EXCEPTION:** Protrusion by more than nine-and-a-half (9 1/2) inches does not apply to the dinghy storage bracket approved by the Marina (***Rev. 06-05***) or any other dinghy storage device approved by the Marina provided that the dinghy storage bracket/device be can collapsed to the point where it will not protrude more than ***nine-and-a-half***

(9 1/2) inches into the slip(measured outward from the lateral surface, of the finger pier, closest the seasonal tenant's slip or outward from the outer-most edge of the "T" beam, of the main pier, in front of the seasonal tenant's slip.

Rev. 03-01-11

- 3.15 All dock boxes are to be rented from the Marina at the prescribed annual fee. No privately owned dock boxes are allowed on the docks. Seasonal dockage holders desiring a dock box must indicate that on their Dockage Permit/Agreement, via written memo, or **E-mail** by April 20. **Rev. 02-27-11**
- 3.16 Seasonal dockage holders agree to arrange for the boat to be covered by a marine insurance policy (hull coverage and protection and indemnity liability coverage), **to provide the Marina with a proof of insurance certificate or other form of proof of insurance coverage**, and to provide the Marina with a copy of said policy on demand. **Rev. 03-28-11**
- 3.17 When a slip is vacant due to the seasonal dockage holder being gone overnight or longer, the Marina Management Group has the sole and exclusive right to rent it out to transients.
- 3.18 Any seasonal dockage holder leaving the Marina via vessel shall notify the Harbor Master on duty as to the expected date and time of return to the Marina. The Harbor Master on duty, using this information, may assign seasonal slips or moorings to visiting boaters (transients), on a temporary basis with a view of having that slip or mooring cleared for the return of its seasonal dockage holder. **Failure to notify the Harbor Master on duty as to your expected date and time of return may result in you being temporarily assigned to another slip or mooring until your slip or mooring is vacated.** Seasonal dockage holders shall also notify the Harbor Master on duty at least four (4) hours in advance of their return to the Marina if their trip plan is altered and an earlier return is anticipated. Efforts will be made to have the seasonal dockage holder's slip or mooring cleared by the time they arrive. However, it may be necessary to temporarily assign the seasonal dockage holder to another slip or mooring in the event that the transient boater presently occupying that slip or mooring cannot be located.
- 3.19 There is no guarantee of ingress to or egress from **any** slip during the Menominee Waterfront Festival **or anytime from any of the following slips: L-01, A-01, A-02, B-01, B-02, C-01, C-02, D-01, D-02, E-01, E-02, F-01, or F-02.** **07-08 Rev. 03-28-11**

SECTION IV --- MARINA RULES AND REGULATIONS (GENERAL)

- 4.01 Any watercraft entering the Marina must be seaworthy and not constitute a fire hazard or obstruction to navigation. Any boat that is a hazard shall be removed from the Marina immediately when directed to do so by the Marina Management Group, its agent, or representative.
- 4.02 In the event of an emergency affecting a boat or other boats, dock, pier, persons and/or property, the Harbor Master, in his/her sole discretion, reserves the right to move or re-secure any boat provided that the Marina shall not be required to provide this service. In the event such service is provided, the seasonal dockage holder shall be required to pay all costs incurred by the Marina or agent thereof for service(s) rendered.
- 4.03 Normal maintenance of boats shall be permitted, but this shall not include any major repairs or

refinishing. In that case, special permission shall be obtained, from the Harbor Master on duty, to make repairs sufficient to remove the vessel from the Marina. Excessive use of Marina utilities such as water and electric power for unrelated uses such as washing automobiles will not be permitted.

- 4.04 Use of any open flame device, toxic chemicals, or any other hazardous equipment or supplies in the docking or storage area is prohibited.
- 4.05 Fireworks, other than those used by an agent or organization designated by the Menominee Waterfront Festival Committee, are strictly prohibited.
- 4.06 Smoking is prohibited in all Marina buildings and within the marked area at the Fuel Dock.
- 4.07 Gasoline or other fuels are permitted only in approved fuel containers specifically designed to hold that particular fuel aboard a vessel. No delivery of gasoline or other fuels into the fuel tank of any vessel from a tanker truck or by any other method of delivery while said vessel is in the Marina or upon its premises shall be allowed. Fueling shall be permitted only at the Fuel Dock from Marina fueling equipment.
- 4.08 Charcoal grills or other cooking devices may not be used on the wood decked piers. Placing grills or other cooking devices on the sidewalk adjacent to the west side of the Marina or using grills provided by the Marina which are installed near the foot of each dock is suggested for this purpose. ***Grills shall not be placed on or over any lawn area.***
Rev. 02-27-11
- 4.09 Noise shall be held to a minimum. Discretion must be used in operating motors, generators, or accessories capable of producing loud noise so as not to create a nuisance. Per Menominee City Ordinance, 2:4.4 quiet hours are from 10:00 p.m. to 7:00 a.m. local time. Disorderly conduct shall constitute cause for removal from the Marina premises.
- 4.10 Disorderly or indecorous conduct, foul language, or actions which might cause injury or damage to persons or property by any person using, visiting or occupying a vessel within the Marina shall be cause for revocation of any permit issued, directly or implied, for use of the dock and related facilities. The seasonal dockage holder or his authorized agent shall be responsible for the conduct of all persons using, visiting, or occupying his/her vessel.
- 4.11 No loitering will be permitted in Harbor Master's Office or other areas of the building, or at the Fuel Dock Office ("Hut"). Those persons having business with the Harbor Master or his assistants are welcome to use the facilities required.
- 4.12 Pollution of any kind is strictly prohibited. No garbage; refuse; oil, fuel, sludge, or other petroleum products; sewage or other waste materials; or any other polluting substance shall be thrown, discharged, or deposited, or permitted to be thrown, discharged, or deposited into the water, on the piers, docks, or shore areas of the Marina except in receptacles provided. Any disposal of waste oil, fuel, or other petroleum products shall be deposited in the container inside the Harbor Masters' storage room (not in the dumpster or storm drains). Please ask Harbor Master for assistance.
- 4.13 No rafting shall be permitted within the Marina without express permission of the Harbor Master on duty.

- 4.14 No watercraft shall be at anchor within the Marina.
- 4.15 Non-motorized sailboats and sailboards (wind surfers) are allowed in the Marina for the purpose of entering and exiting. The Harbor Master has the responsibility of policing those abusing the privilege.
- 4.16 All vessels underway within the Marina shall do so at a Slow- No Wake speed.
- 4.17 Fishing will be permitted from the breakwater, sidewalk, and main piers (main walkways) on docks only so long as such activity does not unreasonably interfere with the right-of-way of boaters using the facility. Likewise, as a courtesy, boaters shall not unreasonably interfere with fishing activities. Fishing on finger piers will only be permitted by the seasonal dockage holders (and their guests) assigned to that particular slip.
- 4.18 Sailboat rigging and halyards shall be secured while the vessel is docked or moored at the Marina or at the mooring in a manner that will insure against noise being produced during windy conditions.
- 4.19 No soliciting or advertising in the form of signs, placards, billboards, or banners shall be allowed on the Marina premises, but handout cards and literature can be placed in the Harbor Masters' Office, Fuel Dock Office ("Hut"), and/or Water Works-Boaters' Lounge upon approval of the Harbor Master Manager or a member of the Marina Management Group. The allowable sizes of postings are as follows:
- Personal:** 5 1/2" X 8 1/2" **Of interest to the boating community:** 8 1/2" X 11"
- 4.20 No commercial activities shall be permitted without express written permission from the Marina Management Group.
- 4.21 All pets in Marina area must be controlled on a leash, walked at the pet walk located at the north end of the Marina, and cleaned up after.
- 4.22 No throwing or launching sports shall be permitted on the Marina premises.
- 4.23 No swimming, diving, skin diving, SCUBA diving, or bathing shall be permitted in the waters of the Marina.
- 4.24 No bicycles, roller skates, inline roller skates (Roller Blades), skateboards, scooters, mopeds or other motor vehicles shall be permitted on the docks or finger piers. The use of bicycles on the docks by Harbor Masters for the purpose of conducting marina business (dock checks, customer assistance, etc.) or use of motor vehicles on docks by the Marina or its agents for the purpose of maintenance shall be permitted.
- 4.25 No storage of personal gear will be allowed in any Marina building.
- 4.26 The Marina Management Group (M.M.G.), its staff members, and hired contractors are solely responsible for maintenance of and/or repairs to the Marina premises, which also includes any and all equipment and property under the responsibility of the M.M.G. as listed in the contract between the M.M.G. and the City of Menominee. All other persons are authorized by the M.M.G., including seasonal tenants and transient boaters, are strictly prohibited from performing maintenance and/or repairs to such items. Maintenance and/or repairs include,

but are not limited to, plank replacement, post (upright) replacement, pressure washing of docks including finger piers, electrical repairs, and painting.

- 4.27 Found items should be turned into the Harbor Masters' Office, the Marina's designated Lost and Found. The Marina nor the City of Menominee, County of Menominee, M & M Yacht Club, Marina Management Group, State of Michigan, and all of their departments, agencies, boards, commissions, officers, employees, and agents shall not be responsible for any items lost or stolen on Marina premises. **02-25-11**
- 4.28 Keys for the heads (restrooms) and the Water Works-Boaters' Lounge can be obtained from the Harbor Master. The appropriate deposit for the key should be paid upon receipt of the key and will be refunded upon return of same key. Keys to the restrooms (heads) may not be loaned to anyone but the immediate crew or guest(s) of the person to whom the key was loaned. The combination to the combination/key lock on the restroom doors (heads) and Water Works-Boaters' Lounge will be given to transients upon registration. For security reasons the combination will be changed on a regular basis.

SECTION V --- OTHER RULES AND REGULATIONS

- 5.01 No camping shall be permitted on the Marina premises.
- 5.02 All vehicles servicing or used in connection with any type of watercraft must remain on the regularly established roads or parking areas. When not in actual use, all cars, trucks, and other motor vehicles must be parked in the designated parking areas. For vehicles that will be parked at the Marina for more than 24 hours, please use the west side of Doyle Drive, the parking area east of the Water Works-Boaters' Lounge, or consider parking at the municipal parking lot located at the corner of 2nd Street and 8th Avenue.
- 5.03 No trailers or trailered boats are allowed on Doyle Drive. All trailers and trailered boats shall remain attached to the towing vehicle which must be parked in the northwest corner of the Marina parking area near the Water Works-Boaters' Lounge, the north corner of the Marina parking area near the boat launch ramp, or in the municipal parking lot located at the corner of 2nd Street and 8th Avenue.
- 5.04 There is a designated boat launch ramp located on the north side of the Marina. ***Appropriate fees should be paid, as they are NOT part of any seasonal or transient fee. (Rev. 03-01-11)*** Parking of vehicles and trailers on the launch ramp is strictly prohibited. Any vessels utilizing any other launching technique (cranes, etc.) must have express written consent of the Marina Management Group in advance. The launcher will assume all liabilities.

SECTION VI --- WAITING LIST PROCEDURE

- 6.01 A seasonal dockage holder selling his boat may allow the purchaser to use his/her dockage facility for the remainder of the season. The new owner, however, must apply for seasonal dockage via the waiting list if he/she intends on returning to the Marina the following year.
- 6.02 A seasonal dockage holder not intending to use their dockage assignment may relinquish the dockage facility to the Marina Management Group for subleasing ***for the remainder of the season*** provided the dockage holder's slip/mooring fee is paid ***according to the established schedule. (Rev. 03-04-11)*** The seasonal dockage holder must complete, sign, and return a Sublease Application postmarked **no later than June 30**, before subleasing will be

considered by the Marina Management Group. The Marina Management Group retains the sole and exclusive rights for all subleases. The Marina Management Group will use the waiting list as the sole source of potential sublessees. Facilities relinquished to the Marina for subleasing will be subleased in the order in which the requests are received. The Marina Management Group will not solicit a sub lessee for a dockage facility until there are no vacant dockage facilities of the same type (slip or mooring buoy) and size (pertains to slips only) available within the Marina. If a sublessee is found, the seasonal dockage holder shall be entitled to a prorated refund (*see Prorated Refund Schedule listed below*) equal to no more than the full amount received by the Marina for the subleasing of the dockage facility *and dock box(if applicable)*, excluding any and all transient fees collected. Subleasing shall in no way limit the Marina Management Group from selling transient boater dockage in the absence of the dockage holder or sublessee. All rights of dockage transfer to the sublessee with the exception of the annual renewal of dockage for that particular facility. That right is held by the seasonal dockage holder (tenant). **Rev. 02-27-11**

(Prorated Refund Schedule)

Subleased on or before June 15: 100% of amount paid in is refunded

Subleased between June 16 thru July 15: 80% of amount paid in is refunded

Subleased between July 16 thru August 15: 60% of amount paid in is refunded

Subleased between August 16 thru September 15: 40% of amount paid in is refunded

Subleased between September 16 thru October 15: 20% of amount paid in is refunded

Rev. 03-28-11

Subleasing is limited to two (2) consecutive boating seasons. Seasonal dockage holders may elect to use their slip or mooring until a sub lessee is found for their dockage facility. If, at anytime, the dockage holder desires to rescind this request, the request SHALL be made in WRITING. This request will not be honored, however, if the dockage facility has already been subleased prior to the Marina Management Group receiving the written request. **Rev. 02-10**

- 6.03 It is the policy of the Marina Management Group to offer the previous season's slip/mooring holder (seasonal dockage holder) the right to retain their dockage assignment each year by paying the seasonal fee per a specified schedule. Thereafter, any openings in the Marina will be assigned by the following priority:

Tier 1. (Intra-Marina Move List):

Persons already having a dockage assignment on a seasonal basis but wishing to change location within the Marina or change type of dockage facility shall have first priority. **Rev. 02-07-11**

Tier 2. (Sublessee List):

Persons already having a dockage assignment on a sublease basis but wishing to become a seasonal tenant of the Marina shall have second priority. **Rev. 02-07-11**

Tier 3. (General Waiting List):

All other persons wishing to become seasonal tenants shall have third priority.

IN ORDER FOR A REQUEST TO BE INCLUDED IN ANY OF THE THREE TIERS OF THE WAITING LIST, IT MUST BE MADE IN WRITING BY SUBMITTING AN APPLICATION OBTAINED FROM THE HARBOR MASTERS' OFFICE OR BY ELECTRONIC SUBMISSION VIA THE INTERNET. THESE REQUESTS WILL BE CONSIDERED ON A FIRST COME, FIRST SERVED BASIS ACCORDING SOLELY TO THE DATE AND TIME THE APPLICATION TO THE WAITING LIST IS RECEIVED BY THE MARINA.
Rev. 02-07-11

DOCKAGE ASSIGNMENT PROCEDURES:

6.04 As dockage facilities become available, either on a seasonal or sublease basis, the next name on the Waiting List, beginning with Tier 1 and moving progressively downward, who has specifically requested the available facility, will be offered the vacancy. **Rev. 02-07-11**

It is always an option to accept or reject a vacant facility that is offered on a sublease basis. Notice, however, that accepting a vacancy on a sublease basis does result in a higher priority for a regular, seasonal assignment the following year.

CONTACT PROCEDURES:

6.05 Since the Waiting List Application requires specificity regarding one's request, a Waiting List applicant (applicant) will NOT be called unless there is an available dockage facility that matches the applicant's specific request when we reach their name on the Waiting List. An applicant's name will remain on the Waiting List until one of the following occur:

1. The applicant requests that their name be deleted from the Waiting List
2. The applicant is offered a dockage facility that matches their request and accepts such
3. The applicant refuses/declines two offers (made in separate calendar years) for a dockage facility that matches their specific request (see **Rule 6.11** below for further details)

Rev. 02-07-11 and 03-07-12

6.07 After the seasonal dockage deposit deadline has passed (typically in mid to late January), members of the Marina Management Group will begin contacting applicants attempting to fill any vacancies. Using the telephone number(s) listed with the person's application, a Marina Management Group member will attempt to contact the next applicant on the Waiting List whose specific request matches an available dockage facility, leaving messages when possible. If no telephone contact is obtained with the applicant **in two (2) days**, the applicant will be contacted via E-mail (provided an E-mail address is given to the Marina), requesting that he or she contact the Marina without delay.

02-07-11 Rev. 03-28-11

6.08 If the dockage facility offered is no longer available when the Marina does receive the return call or E-mail from the applicant due to a substantial delay between the time Marina personnel attempted contact and when the applicant made contact with the Marina, the applicant will be considered as having declined the offer. **Rev. 02-07-11**

6.09 If the applicant does not respond within thirty (30) days after an attempt has been made to

contact him or her by someone on behalf of the Marina, the Marina will assume the applicant is no longer interested in remaining on the Waiting List, and their name will be deleted from it. The Marina considers the four following methods as contact having been attempted to an applicant:

- Calling the telephone number(s) listed on the Waiting List Application and leaving a message on an answering machine or voice mail system
- Calling the telephone number(s) listed on the Waiting List Application and leaving a message with the person who answers the telephone on behalf of the applicant
- Calling the telephone number(s) listed numerous times, getting no answer each time, and not being afforded the opportunity to leave a message for the applicant on an answering machine or on a voice mail system
- Sending an E-mail message to the address provided by the applicant *Rev. 02-07-11*

6.10 If the Marina is able to make contact with an applicant who advises he or she will contact the Marina if interested in leasing a dockage facility, and he or she fails to respond back, the Marina will also consider that as a decline. *Rev. 02-07-11*

6.11 **A Waiting List applicant has the option of refusing/declining the dockage facility offered, once, without losing his or her position on the Waiting List, provided the facility offered matches with what the applicant requested. However, a second refusal/decline to accept a dockage facility will cause that applicant to be deleted from the Waiting List to which they will not be able to re-apply until January 01 of the following calendar year. *Rev. 02-07-11***

SECTION VII--- WATER WORKS-BOATERS' LOUNGE

7.01 Please keep heads (bathrooms) clean by wiping down shower, cleaning off counter top, cleaning mirror, and taking all your personal belongings.

7.02 Please keep all others areas clean by picking up and putting all items back to their correct place. Cleaning supplies are provided in closet marked in hallway if needed.

7.03 Children under 14 are not allowed in building unless supervised by a parent.

7.04 All guests of tenants must be accompanied by same.

7.05 No private or exclusive gatherings are allowed.

7.06 There are books, charts and other items for your use and are marked, "Property of Menominee Marina, please do not remove from premises."

7.07 The kitchen is not available for general use.

7.08 **NO** adding or deleting of computer programs is allowed. No games are to be installed.

7.09 Bulletin board: Messages may contain information of personal items for sale or information of general interest to fellow boaters. The maximum size for personal posting is 5 1/2" X 8 1/2" (half sheet). The maximum size for postings of general interest messages to the boating community is 8 1/2" x 11" (full sheet). All postings shall be submitted to the Harbor Master for consideration and approval by the Manager.

- 7.10 Unruly, intoxicated, or abusive persons or any persons found damaging or removing contents of this facility, or using profane or obscene language will lose their privileges to this facility, any dockage assignment they are registered to and face criminal prosecution.
- 7.11 *Persons consuming food and/or beverage items provided by the Marina are asked to give a donation as suggested on the list posted on the counter top and on the tables in the dining area of the Water Works-Boaters' Lounge.* **03-28-11**

SECTION VIII --- AGREEMENT, SEVERABILITY AND INDEMNIFICATION

- 8.01 All seasonal dockage holders, transients, and short-term visiting boaters agree to comply with all police, fire, and sanitary regulations and all other Ordinances of the City of Menominee, County of Menominee, and laws of the State of Michigan, and any other governmental authority having jurisdiction over the Marina premises.
- 8.02 Waiver of a violation of any of the foregoing terms and provisions shall not be construed as a waiver of any subsequent violation(s).
- 8.03 All seasonal dockage holders, transients, and short-term visiting boaters agree to comply with the terms and conditions listed and with the rules and regulations governing use of the Marina facilities attached hereto and incorporated herein and such other reasonable regulations as the Marina may publish, post and/or distribute from time to time.
- 8.03a *When a Marina rule, regulation, or policy is found to conflict with a federal law, state law, or local ordinance, that particular federal law, state law, or local ordinance shall take precedence.* **02-08-12**
- 8.04 The Marina shall be entitled to a possessory lien on any boat for any and all monies owned by a seasonal dockage holder or transient to the Marina for dockage, storage, work performed, services rendered, and/or materials furnished to the seasonal dockage holder, transient, or his/her boat.
- 8.05 It is mutually understood and agreed that all terms and provisions contained in the Dockage Permit/Agreement are severable and that in the event that any provision shall be held invalid by a competent court, the Dockage Permit/Agreement shall be interpreted as if such invalid term of provision or covenant were not contained in this Dockage Permit/Agreement.
- 8.06 All seasonal dockage holders, transients, and short-term visiting boaters covenant and agree to indemnify and save harmless the City of Menominee, County of Menominee, M & M Yacht Club, Marina Management Group, State of Michigan, and all of their departments, agencies, boards, commissions, officers, employees, and agents from any and all loss, damage, or injury to person(s) or property, or death arising under, or in any manner related to (a) any issued permit, (b) the activities authorized by such permit, or (c) the use or occupancy of the premises that are subject of any permit as well as any other City or State owned lands. This indemnification and save harmless agreement is intended to and shall extend to all loss, damage, injury to person or property, or death, proximately caused, in whole or in part, by the negligence or other tortious conduct of the City of Menominee, County of Menominee, M & M Yacht Club, Marina Management Group, State of Michigan, and all of their departments, agencies, boards, commissions, officers, employees or agents.

For Further Information Call 906-863-8498 or Write:

**Marina Management Group
Menominee Marina
1000 First Street Menominee, Michigan 49858-3236**

WEBSITE: www.menomineemarina.com

E-mail: menmarina@cybrzn.com

Comments, Suggestions, Concerns: mmg@menomineemarina.com

FAX: 906-864-0236

Revised 03-05

Revised 02-11 thru 03-11

Revised 02-12 thru 03-12