REEFPOINT MARINA –DOCK RULES & REGULATIONS

Address: 2 Christopher Columbus Causeway, Racine, WI 53403
Effective Date: January 1st, 2027

These Rules & Regulations are incorporated into and made part of the Reefpoint Marina Boat Slip Rental Agreement. All Owners, family members, guests, invitees, captains, crew members, vendors, contractors, and other persons associated with an Owner or Owner's vessel are required to comply with these Rules & Regulations.

Owner is responsible for ensuring compliance by all such persons.

Marina Management reserves the right to amend these Rules & Regulations when reasonably necessary for safety, operations, construction, maintenance, legal compliance, or protection of Marina property.

1. INSURANCE & LIABILITY

1. **Owners agree to indemnify Marina and its agents and hold them harmless from loss, liability, claims, damages, or expenses resulting from injuries to persons or property arising from Owner's use of the Slip or Marina facilities, to the fullest extent permitted by law.**
2. **Owners must maintain liability insurance with limits of not less than $500,000 covering Owner's vessel and boating activities throughout the entire term of the Boat Slip Rental Agreement.**
3. **A current Certificate of Insurance must be provided to Marina prior to occupying a Slip and upon request by Marina Management.**
4. **Owner must promptly provide updated insurance documentation if coverage changes, expires, or is renewed.**
5. **Marina does not insure Owner's vessel or personal property and assumes no responsibility for theft, vandalism, weather-related damage, fire, flooding, sinking, electrical events, acts of other boaters or third parties, or other loss or damage except to the extent responsibility is imposed upon Marina by applicable law.**
6. **Marina assumes no responsibility for damage resulting from the normal and reasonable handling, securing, moving, towing, or relocation of Owner's vessel by Marina personnel when necessary for safety, construction, emergency response, maintenance, protection of property, or Marina operations, except as otherwise provided by applicable law.**

2. SLIP OCCUPANCY & NON-TRANSFERABILITY

1. **The Boat Slip Rental Agreement is entered into exclusively between Marina and the individual(s) identified as Owner in the Agreement.**
2. **The right to occupy and use an assigned Slip is personal to Owner and is strictly non-transferable.**
3. **Owner may not rent, lease, sublicense, loan, share, transfer, assign, exchange, or otherwise permit another boat owner or vessel to use Owner's assigned Slip at any time, whether temporarily or permanently, with or without compensation.**
4. **Owner may not independently authorize another person or vessel to occupy Owner's Slip while Owner's vessel is absent.**
5. **Guests arriving by boat must register with Marina Management and obtain an authorized transient Slip before docking. Guests may not occupy Owner's Slip or any other open or apparently vacant Slip without prior Marina authorization.**
6. **Only Marina Management has authority to assign, reassign, or authorize use of a Slip.**
7. **The Slip assignment belongs to the named Owner under the Boat Slip Rental Agreement and does not belong to the vessel.**
8. **A Slip assignment does not transfer with the sale, transfer, replacement, or change of ownership of a vessel. The purchaser of a vessel acquires no right to the seller's Slip, Boat Slip Rental Agreement, or future renewal privileges.**
9. **If Owner purchases or intends to place a different vessel in the Marina, Owner must obtain prior Marina approval and provide the vessel's make, model, length overall, beam, draft, electrical requirements, insurance information, and any other information requested by Marina.**
10. **Approval of a replacement vessel does not guarantee Owner the same Slip. Marina may reassign Owner based upon vessel specifications, availability, construction, safety, Marina operations, or other considerations.**
11. **Owner must notify Marina Management of any planned absence from the assigned Slip exceeding 24 hours and provide an anticipated return date.**

12. **When Owner's Slip is vacant, Marina retains the exclusive right to temporarily utilize or assign the Slip for transient dockage, vessel relocation, construction, maintenance, emergencies, operational needs, or any other Marina purpose.**
13. **Owner's notification that a Slip will be vacant does not give Owner the right to authorize another vessel to use the Slip.**
14. **Vessels must be at least three (3) feet shorter than the finger pier of the Slip they occupy unless otherwise specifically approved by Marina Management.**
15. **No portion of a vessel may obstruct a dock walkway or extend into a fairway in a manner determined by Marina Management to create a safety or navigational concern.**
16. **Slip selection, assignment, and reassignment are at the sole discretion of Marina Management and may occur at any time during the boating season.**
17. **Boaters arriving before or remaining beyond the dates authorized under their Boat Slip Rental Agreement must obtain prior written permission from Marina Management and may be required to pay applicable transient or additional dockage fees.**
18. **Unauthorized use, transfer, assignment, sharing, or occupancy of a Slip constitutes a material violation of the Boat Slip Rental Agreement and may result in fines, removal of the unauthorized vessel, termination of the Agreement, eviction from Marina, forfeiture of Slip Rent, and/or denial of future renewal, subject to applicable law.**

3. VESSEL & DOCK REQUIREMENTS

1. **All vessels must remain seaworthy, properly maintained, properly registered or documented, and compliant with applicable U.S. Coast Guard and other governmental requirements.**
2. **Only the vessel registered and approved by Marina Management for Owner's Slip may occupy that Slip.**
3. **Dinghies, tenders, personal watercraft, or other recreational watercraft associated with Owner must be registered with Marina Management and stored entirely within the confines of Owner's assigned space or aboard Owner's vessel unless Marina Management provides written authorization otherwise.**
4. **Any unauthorized or unregistered vessel occupying Marina property may be removed, relocated, towed, or otherwise addressed at the vessel owner's expense, subject to applicable law.**
5. **No portion of a vessel, dinghy, tender, personal watercraft, equipment, line, hose, electrical cord, or other property may obstruct Marina walkways or create a tripping or safety hazard.**

4. ABSOLUTE PROHIBITION ON ATTACHMENTS OR MODIFICATIONS TO MARINA PROPERTY

1. **Nothing may be attached, fastened, drilled, screwed, nailed, bolted, clamped, glued, taped, adhered, mounted, tied, wired, strapped, hung, installed, penetrated, or otherwise affixed to any Marina-owned dock, finger pier, piling, railing, gangway, utility pedestal, dock box, or other Marina structure or equipment at any time without the express prior written authorization of Marina Management.**
2. **This prohibition includes, but is not limited to:**
    - **Cleats**
    - **Hooks**
    - **Brackets**
    - **Screws**
    - **Nails**
    - **Bolts**
    - **Clamps or fasteners**
    - **Cameras or security equipment**
    - **Satellite equipment**
    - **Antennas**
    - **Signs**
    - **Decorations**
    - **Lighting**
    - **Planters**
    - **Carpeting or artificial turf**
    - **Mats**
    - **Steps or stairs**
    - **Ladders**
    - **Storage devices**
    - **Hose holders or reels**
    - **Electrical equipment**
    - **Extension-cord holders**
    - **Pet or child gates**
    - **Privately installed bumpers, fenders, dock edging, or rub rails**
    - **Any other privately installed item, attachment, alteration, or modification**

3. **The fact that an attachment does not penetrate the dock surface does not make it permissible. Clamping, adhering, taping, tying, strapping, or otherwise securing an item to Marina infrastructure is prohibited unless specifically authorized in writing by Marina Management.**
4. **Owner is responsible for compliance with this rule by Owner and Owner's family members, guests, invitees, captains, crew members, contractors, vendors, and any other person associated with Owner or Owner's vessel.**
5. **Any unauthorized attachment, alteration, penetration, installation, or modification to Marina property will result in a fine of no less than $5,000.00 for the first violation.**
6. **In addition to the minimum $5,000.00 fine, Owner will be responsible for the full cost of inspection, removal, repair, replacement, restoration, engineering evaluation, manufacturer consultation, labor, materials, warranty-related expenses, and any other costs incurred by Marina as a result of the violation.**
7. **Repair, replacement, restoration, and other costs are separate from and in addition to the $5,000.00 minimum fine.**
8. **A second or subsequent violation will result in an additional fine of no less than $5,000.00, plus all costs associated with inspection, removal, repair, replacement, restoration, and related expenses.**
9. **A second or subsequent violation will also result in immediate termination of Owner's Boat Slip Rental Agreement and eviction from Reefpoint Marina, subject to applicable law.**
10. **Marina Management is not required to provide advance warning before enforcing this provision.**
11. **Payment of a fine does not authorize the attachment or modification to remain in place. Marina may require immediate removal and restoration of the affected Marina property.**
12. **If Owner fails to remove an unauthorized item when directed, Marina may remove the item and charge Owner for all costs associated with removal, storage, disposal, repair, or restoration, subject to applicable law.**
13. **Owner acknowledges that protection of the structural integrity, appearance, safety, warranties, electrical systems, utilities, and useful life of Marina infrastructure is a material condition of Owner's use of Reefpoint Marina.**

5. MARINA CONDUCT

1. **Reefpoint Marina maintains a zero-violence policy. Threats, assaults, physical violence, or credible threats of violence may result in immediate termination of the Boat Slip Rental Agreement without refund, subject to applicable law.**
2. **Harassment, intimidation, threatening behavior, abusive conduct, discriminatory harassment, repeated profanity directed toward another person, or other conduct that disrupts Marina operations or interferes with another customer's reasonable use and enjoyment of Marina facilities is prohibited.**
3. **Owners and their family members, guests, invitees, captains, crew members, vendors, and contractors are expected to treat Marina employees, other boaters, guests, contractors, and members of the public respectfully.**
4. **Refusal to comply with reasonable instructions from Marina Management or Marina personnel concerning safety, Marina operations, construction, vessel relocation, parking, access, utilities, emergencies, or compliance with these Rules & Regulations may constitute a violation of the Boat Slip Rental Agreement.**
5. **Obscene or inappropriate pictures, displays, signage, or behavior determined by Marina Management to materially interfere with Marina operations or the reasonable use and enjoyment of the Marina by others is prohibited.**
6. **Rollerblading, skateboarding, bicycling, scooters, motorcycles, or similar transportation devices are prohibited on docks unless specifically authorized by Marina Management for accessibility or operational purposes.**
7. **Selling, solicitation, advertising, commercial activity, or promotion of a commercial service within Marina is prohibited without prior written authorization from Marina Management.**

6. OPERATIONS & SAFETY

1. **All vessels must operate at "No Wake" speed within Marina.**
2. **Swimming is prohibited within the harbor.**
3. **Fishing from boats, docks, or while underway is prohibited within Marina or within 200 feet of any moored vessel.**
4. **Sanding, spray painting, discharging waste, fuel, oil, chemicals, sewage, debris, or other pollutants into Marina waters is strictly prohibited.**
5. **Quiet hours are from 11:00 PM until 8:00 AM.**
6. **Owners are responsible for the conduct of their family members, guests, invitees, captains, crew members, vendors, and contractors while on Marina property.**
7. **Walkways, gangways, fire-safety equipment, electrical equipment, utility pedestals, emergency equipment, and access routes must remain unobstructed at all times.**
8. **Marina Management may require the immediate removal of any item determined to create a safety, operational, environmental, or access concern.**

7. PETS

1. **Pets must be leashed and under the control of a responsible person while on Marina property.**

2. **Owners are responsible for immediately cleaning up after their pets.**
3. **Pets are prohibited from the pool area and restrooms, except as otherwise required by applicable law.**
4. **Pet gates, child gates, fencing, barriers, pens, or similar devices may not be installed, attached, or placed on docks.**
5. **Owners are responsible for damage or disturbances caused by their pets.**

8. POOL RULES

1. **A maximum of six (6) guests per Boat Slip Agreement may use the pool at one time unless otherwise approved by Marina Management.**
2. **Boat Owners will receive eight (8) total pool bracelets upon seasonal check-in. Replacement or additional bracelets will not be provided except at the discretion of Marina Management.**
3. **Pool bracelets must be worn while using the pool area and may be requested for verification by Marina personnel.**
4. **Owner must accompany Owner's guests while guests are using the pool.**
5. **Pool bracelets and pool privileges are non-transferable and may not be loaned or provided to individuals who are not authorized guests of Owner.**
6. **All posted pool safety, health, capacity, and conduct rules must be followed.**
7. **Marina Management reserves the right to suspend pool privileges for misuse, unauthorized access, disruptive conduct, or failure to comply with pool rules.**

9. GRILLS

1. **Charcoal grilling is prohibited on Marina docks.**
2. **Gas or electric grills may be used only at the end of Owner's leased finger pier and only when such use can be conducted safely.**
3. **Grills may not be permanently mounted, attached, clamped, screwed, bolted, strapped, or otherwise affixed to Marina docks or infrastructure.**
4. **After use, grills must be stored aboard Owner's vessel or within Marina-provided storage specifically authorized for that purpose.**
5. **Owners are responsible for cleaning all food waste, grease, spills, and debris resulting from grilling.**
6. **Marina Management may prohibit grill use at any time because of weather, fire danger, construction, safety concerns, or other operational conditions.**

10. MAINTENANCE, CONTRACTORS & CERTIFIED VENDORS

1. **Owners may perform ordinary in-water maintenance on their own vessels provided the work does not create a safety, environmental, operational, or nuisance concern.**
2. **Sanding, spray painting, major repairs, or other work that may result in dust, debris, overspray, discharge, excessive noise, or contamination is prohibited unless specifically authorized by Marina Management.**
3. **Only vendors and contractors authorized by Marina Management and who have satisfied Marina's insurance and other vendor requirements may perform professional work within Marina.**
4. **Owner is responsible for confirming that a vendor or contractor is authorized by Marina before allowing work to begin.**
5. **A vendor's authorization by Owner does not constitute authorization by Marina.**
6. **Marina Management may immediately stop work being performed by an unauthorized vendor or contractor.**
7. **Certified Vendors must have completed Marina's Certified Vendor Agreement, provided all required insurance documentation, and paid applicable fees before beginning work.**
8. **Owners are responsible for ensuring their vendors and contractors comply with Marina Rules & Regulations.**
9. **Vendors and contractors are strictly prohibited from attaching, drilling, fastening, mounting, modifying, or otherwise altering Marina docks or infrastructure.**
10. **Owner remains financially responsible for damage to Marina property caused by Owner's vendor or contractor.**
11. **Commercial services, chartering, or other business operations require prior written authorization and any required certification from Marina Management.**
12. **Airbnb, VRBO, peer-to-peer boat rental services, overnight vessel rentals, or similar rental arrangements are strictly prohibited.**
13. **Any vessel determined to be operating as an unauthorized rental, charter, lodging accommodation, or other commercial operation may be subject to termination of the Boat Slip Rental Agreement and removal from Marina, subject to applicable law.**

11. PARKING

1. **Only one (1) vehicle per rented Slip is permitted in the gated Marina parking lot Friday through Sunday and on holidays.**
2. **Monday through Thursday, multiple vehicles associated with a Slip may be permitted with valid Marina parking stickers.**
3. **Parking stickers are issued for authorized Marina use and may not be loaned, transferred, duplicated, sold, or provided to unauthorized persons.**
4. **Parking violations are subject to fines of up to $500.00 per day.**
5. **Overflow parking is available in designated non-gated areas and public parking facilities, subject to posted restrictions.**
6. **Marina Management reserves the right to modify parking areas, access, traffic patterns, or parking procedures because of construction, special events, emergencies, safety, or operational requirements.**

12. REEFPOINT MARINA REVITALIZATION & CONSTRUCTION

1. **Owner acknowledges that Reefpoint Marina is undergoing a significant multi-year revitalization and construction project.**
2. **Construction activity will continue during the 2027 boating season and may affect Slip assignments, dock access, parking, pedestrian access, utilities, electrical service, water service, Wi-Fi, fuel service, pump-out service, restrooms, amenities, common areas, and other Marina facilities.**
3. **Marina Management reserves the right to assign or reassign Owner to another Slip when reasonably necessary for construction, maintenance, utility work, project phasing, safety, emergency response, vessel compatibility, or Marina operations.**
4. **Marina may temporarily or permanently relocate vessels within Marina when reasonably necessary for these purposes.**
5. **Marina may require Owner to relocate or remove Owner's vessel by a date established by Marina Management.**
6. **Marina may temporarily restrict or close docks, piers, parking areas, walkways, roadways, buildings, amenities, or other portions of Marina.**
7. **Marina may temporarily interrupt or modify electrical, water, Wi-Fi, fuel, pump-out, or other Marina services or utilities.**
8. **Marina may modify traffic patterns, access points, parking arrangements, pedestrian routes, and other Marina procedures to accommodate construction and maintain safe operations.**
9. **A temporary Slip assignment or relocation does not create a right to that Slip in future seasons.**
10. **Construction may result in noise, dust, vibration, equipment operation, contractor activity, temporary fencing or barriers, altered access routes, temporary service interruptions, and other conditions associated with an active construction project.**
11. **Marina will make reasonable efforts to communicate significant construction-related changes; however, construction schedules may change with limited notice due to weather, contractor scheduling, permitting, material availability, utility work, safety concerns, emergencies, or circumstances outside Marina's reasonable control.**
12. **Owner must comply promptly with Marina instructions regarding vessel relocation, construction zones, restricted areas, access changes, utility interruptions, and other construction-related requirements.**
13. **Failure to relocate or remove a vessel within the timeframe directed by Marina may result in Marina relocating the vessel when reasonably necessary, subject to applicable law.**
14. **To the extent permitted by law, reasonable construction-related conditions, temporary service interruptions, access restrictions, Slip relocations, or changes in Marina operations do not, by themselves, entitle Owner to a refund, credit, reduction in Slip Rent, reimbursement, or other compensation.**

13. ENFORCEMENT & VIOLATIONS

1. **Compliance with these Rules & Regulations is a material condition of Owner's Boat Slip Rental Agreement.**
2. **Owner is responsible for violations committed by Owner and by Owner's family members, guests, invitees, captains, crew members, contractors, vendors, or other persons associated with Owner or Owner's vessel.**
3. **Depending upon the nature, severity, frequency, and circumstances of a violation, Marina Management may take enforcement action including, but not limited to:**
    - **Verbal or written warnings;**
    - **Fines;**
    - **Charges for damages, cleanup, repairs, restoration, towing, relocation, or corrective work;**
    - **Removal of unauthorized property;**
    - **Suspension of Marina amenities or privileges where appropriate;**
    - **Vessel relocation or removal;**
    - **Denial of future renewal;**
    - **Termination of the Boat Slip Rental Agreement; and/or**
    - **Eviction from Reefpoint Marina, subject to applicable law.**
4. **Marina is not required to use progressive discipline or issue a warning before taking enforcement action when the seriousness of the violation, risk to persons or property, intentional nature of the conduct, repeated conduct, or other circumstances warrant immediate action.**

5. **Payment of a fine does not relieve Owner of responsibility for damages, repair or replacement costs, cleanup costs, towing or relocation expenses, restoration costs, other amounts due Marina, or compliance with these Rules & Regulations.**
6. **Failure to pay an assessed fine, damage charge, repair charge, or other amount properly due under the Boat Slip Rental Agreement or these Rules & Regulations may be treated as a violation of the Agreement and handled in accordance with Marina's available contractual and legal remedies.**
7. **Marina Management's failure to immediately enforce a particular rule or violation does not waive Marina's right to enforce that rule or any other provision in the future.**
8. **Marina Management retains authority to interpret and administer these Rules & Regulations reasonably and consistently with Marina safety, operations, property protection, contractual obligations, and applicable law.**

OWNER ACKNOWLEDGMENT

By signing the 2027 Reefpoint Marina Boat Slip Rental Agreement, Owner acknowledges receipt of these 2027 Dock Rules & Regulations and agrees that they are incorporated into and form part of the Boat Slip Rental Agreement.

Owner understands that compliance with these Rules & Regulations is a condition of continued occupancy and use of Reefpoint Marina.

Owner further acknowledges the absolute prohibition against attaching, installing, fastening, drilling, mounting, clamping, adhering, or otherwise affixing privately owned items to Marina docks or infrastructure and understands the fines and consequences associated with violations of that rule.