

# Beverly Port Marina Regulations

Effective August 1999

1. When a boat enters the Marina, it immediately comes under the jurisdiction of the Marina Dock Master and shall be berthed or moored only as directed. Any boat not in its assigned slip maybe hauled by the Marina at its owner's expense.
2. No sub-leasing of slips or moorings, or transfer of boats between slips or moorings will be allowed except upon prior permission of the Marina. No refunds will be given.
3. All boats must have hull, fuel leakage & liability Insurance. The Boat Owner will be held responsible for any damage which he may cause to other boats or structures in the Marina. "Any boat which may sink in the Marina shall be removed by the Marina at the expense of the Boat Owner."
4. No advertising, soliciting or "For Sale" signs shall be permitted on any boat within the Marina without expressed written permission from the Marina management. If anyone other than the Boat Owner is showing or demonstrating a boat, such person must register with the Marina, a and Marina employee must be present during such showing or demonstration. A reasonable fee for such service will be charged. If the Marina provides any additional service (e.g., removing covers, etc.) a reasonable fee will also be charged.
5. A service fee will be charged for securing improperly tied up boats, although the Marina assumes no obligation to properly tie up any boats. All dock lines will be supplied by the Boat Owner and be kept in good condition and replaced when necessary.
6. All boats shall be in a seaworthy condition and shall not constitute a fire hazard or they will be removed from the Marina at the Boat Owner's expense. All boats must be marked or identified as required by law.
7. No cradles are permitted. Dry winter customers must rent Jack Stands from the Marina, or provide their own stands, in which case they must be removed from the yard within 24 hours of the launch. The Marina will not be responsible for stands if left in the yard over 24 hours, and a charge for summer storage of the stands will apply.
8. Boats operating within the Marina shall leave no wake, and be operated at no greater speed than 5 miles per hour. No sailing or diving will be permitted within the Marina; all boats not at docks must be under power.
9. Tenders and skiffs shall be stored on board larger vessels when possible, otherwise they must be kept off the docks or moored at tender floats, with written permission from the Marina and with identification markets or names recorded with the Marina. Trailers may only be stored at the Marina under a separate written storage agreement. No dinghies or inflatable craft are to be stored on the docks.
10. No charcoal fires or open fires of any kind will be allowed in any part of the Marina, including on the boats, except in areas specifically designated by the Marina for charcoal cooking. Posted "No Smoking" regulations must be observed.
11. Work, repairs or maintenance on boats in the Marina will be permitted ONLY by the Boat Owner, Marina personnel, and Registered Contractors approved in writing by the Marina. Beverly Port Marina reserves the right to refuse entry to any outside contractors.
12. Refuse and garbage shall be deposited only in receptacles provided by the Marina, and in no case shall be thrown overboard. Winter storage customers are responsible for cleaning the area around their stored boats; a cleaning charge will assessed if the area is not kept and left in a clean condition.
13. No swimming, diving, skin diving or fishing is allowed in the Marina. No cleaning of fish, except in designated areas, is allowed on Marina property.
14. Noise shall be minimized at all times, Boat Owners shall use discretion in operating motors, generators, or radios so as not to create a nuisance. Televisions, radios, etc, and motors with ineffective mufflers shall be operated only during the hours of 8 a.m. to 11p.m.
15. Boat owners shall not store supplies, material, accessories or debris upon floats or fingers and shall not construct thereon any lockers, chests, cabinets, steps, ramps or similar structures except with written permission of Marina management.
16. Disorder, depredations or indecorous conduct by a Boat Owner, his servants, agents, invitees, or guests, that might injure a person, cause damage to property, or harm the reputation of the Marina shall constitute a breach of the Marina Storage Contract, thereby releasing the Marina from any further obligation to the boat Owner, without any obligation or refund. Upon notice to the Boat Owner of a breach of this paragraph, the Boat Owner shall remove his boat from the Marina within seven days, failing which the boat will be removed at the Boat Owner's expense.
17. When a boat is tied at its berth at the Marina, occupants will use head facilities provided on shore.
18. The Marina reserves the right to rent slips, racks or moorings to transients when not occupied by the Boat Owner, with such rent to accrue to the Marina, not the Boat Owner. The Boat Owner agrees to notify Dock Master when he expects to leave and return from a trip of 24 -hour duration or longer so the slip, rack or mooring can be used for this purpose and to avoid any inconvenience to Boat Owner upon his return.
19. All children must be accompanied by adults. Children under the age of 12 must wear life jackets while on or around dock areas.
20. Pets shall be kept on leash at all times and walked only in designated areas. Owners shall be responsible for cleaning up messes left by pets.
21. Fueling of boats is to take place at the gas dock ONLY. Fueling of boats at the slip is forbidden and will result in immediate loss of Marina privileges, without refund.
22. Admission to the Marina may be refused to any person not satisfactorily identified.
23. Boats will not lie at the gas dock or any assigned service dock unless being worked on by Marina Personnel or assigned to be there by a Marina employee.
24. Sailboats stored in the Yard should have their masts removed. If the Boat Owner does not have the masts removed, he assumes all risk of damage and / or personal injury and agrees to indemnify and hold the Marina harmless against all claims and demands arising from the failure to remove the masts.
25. The Marina shall not be responsible for delays in hauling, storing or launching.
26. Canvassing, winterization and drain plug removal and replacement are the sole responsibility of the Boat Owner. All loose accessories and equipment (other than standard fixed equipment) must be removed before placing boat in storage, or agree to pay an additional fee for handling if necessary.
27. No power cords will be left connected to boats, tools or other accessories or equipment either overnight or in Boat Owner's absence from the immediate area.