



# Policy Manual

revised 9 /2020 - adopted 9/2020

## DEFINITIONS

Access Gate: The main gate is used to enter the secured Marina at Security Check Station.

Customer: Any Dock Customer, Rack Customer, Renter or Guest of the Marina.

Dock Customer: A person who has a Dock Service Contract with the Marina.

Dock Service Contract: An annual agreement between a person and the Marina for the lease of a dock slip.

Equipment: Boat, car, trailer, personal watercraft, and all other personal material.

Marina: The Anchorage Enterprises, Inc., d/b/a Seven Points Marina. It includes docks, water, land, air space and all buildings within the boundaries of the Seven Points Marina.

Marina Management or Management: Marina Management of Seven Points Marina and its Crew.

Marina User or Users: Boat owners/operators, and the public, entering the Marina, either by vehicle or boat(water).

Owner: The listed owner of any boat or vessel at the Marina.

Rack Customer: A person who has a Rack Service Contract with the Marina.

Rack/Dock Service Contract: An annual agreement between a person and the Marina for storage of a boat in the Rack Storage Building or Dock Slip. Only for vessel described on contract, not good for more than one (1) vessel.

Seaworthy / Seaworthiness: A boat able to start the engine and motor out of the Marina in a safe manner, and, is compliant with all Pennsylvania State Boating Regulations.

Shipshape: tidy, clean, and free of debris or collected or abandoned materials.

## PURPOSE

The purpose of these Policies and Procedures is to promote the safe and efficient operation of The Anchorage Enterprises, Inc., d/b/a Seven Points Marina (hereinafter, the "Marina") and provide better service for boaters and the public. It is the intent of Seven Points Marina is to encourage customers to contribute to the efficient operation of the Marina by following the rules, policies, and procedures established for this purpose. It is the responsibility of the Marina Management to enforce these rules, policies and procedures.

## APPLICATION

All users of Seven Points Marina are subject to these rules, policies, and procedures, and, all rules and laws as promulgated by the Army Corps of Engineers, Commonwealth of Pennsylvania and Pennsylvania Fish and Boat Commission. Customers must familiarize themselves with the local regulations promulgated by the U.S. Corps of Engineers, which operates the Raystown Lake Reservoir. Copies of these regulations, which govern many activities on the lake, may be obtained from the Army Corps of Engineers, Lake Raystown office.

## AUTHORIZATION TO ADMINISTER POLICIES

The Marina may require persons violating these rules, policies and procedures to leave the Marina. Rack and Slip Holders who violate these rules, policies and procedures may be subject to cancellation of service agreement. No refund will be provided for violators. Charges for removal of equipment will be assessed against the boat and or its owners. The Marina retains the sole discretion to interpret, modify and enforce these Policies.

### HOLD HARMLESS

Customers visiting or using the Marina or its facilities does so at their own risk. The Marina does not assume any responsibility for loss or bodily injury or property damage caused by the conduct of the Customer. Customers acknowledge that berthing of their boat is entirely at their risk and shall indemnify and hold the Marina, its employees, executives, directors and agents harmless for any and all claims, demands, suits or losses, including property damage, bodily injury or death, that arise out of a Service Contract with the Marina.

### EMERGENCY PROCEDURES

For any emergency in the Marina, **call 911 for assistance** and please also contact either:

- Marina Office: **814-658-3074** or **VHF Radio channel 78** during business hours
- Security Office: **814-599-1048 after hours**

### CODE OF CONDUCT

Customers of the Marina have a right to the safe and quiet enjoyment in their use of Marina facilities. Quiet hours begin at 10:00 p.m. and end at 6:00 a.m. as designated by the regulations promulgated by the Army Corps of Engineers. The following acts are prohibited in the Marina area, docks, and restaurant or anywhere else on the Marina property:

- Discharge of fireworks.
- Water skiing, tubing, knee boarding, wakeboarding, or any other activity where a person is pulled by a boat in a small recreational craft or flotation device.
- Swimming.
- Rock throwing.
- Any objectionable noise or odor given off by a boat or other equipment.
- Violation of federal, state or local laws.
- Disorderly conduct.
- Use of foul or abusive language.
- Failure to comply with any Marina rules set forth herein.
- Creating a nuisance, or, an unreasonable disturbance.
- Loud, boisterous, lewd or lascivious conduct.
- Bicycles may not be ridden on any docks and/or in the Marina area. They must be stored on vehicle or bike rack at Security station. Customer may lock to bike rack.

Violations of this code of conduct will constitute cause for immediate dismissal of the offender and/or cancellation of any existing dock or rack service contract.

### COMMENTS / DISPUTES

Suggestions, comments, and/or complaints should be submitted to the Marina Oarhouse or by calling the Marina Office at 814-658-3074. If the matter cannot be satisfactorily resolved, it should be submitted in writing to Anchorage Enterprises, Inc., DBA Seven Points Marina, 5922 Seven Points Marina Dr., Hesston, PA 16647.

### BOAT CONDITION, INSPECTIONS AND SEAWORTHINESS

All boats docked, racked or otherwise using Marina facilities must be maintained in a safe and seaworthy condition by their Owner. As a minimum, the equipment required by Pennsylvania Fish and Boat Commission regulations will be aboard and in good and serviceable condition. The Owner is responsible for mooring his or her boat properly, with adequate lines and fenders to protect the boat, the dock and any adjacent boats. Owners are not permitted to obstruct Marina facilities, and specifically, shall insure that there are no boat covers, storage boxes, loose gear, chairs, tables, carpet, or other materials on or covering any dock. US Army Corps regulation.

Boats, which tend to take on water by reason of leaks, inadequate covers, or other cause, must be equipped with automatic electric bilge pumps. Any labor expended by the Marina in pumping or otherwise caring for boats will be charged to the Owner.

The Marina reserves the right to inspect vessels with reasonable notice. In a situation which the Marina deems to be an emergency, the Marina reserves the right to board and/or inspect the vessel with no notice to boat owner. Failure to inspect shall not be interpreted to create any responsibility/liability for the Marina. When the Marina determines that a boat is not seaworthy, the Marina will notify the owner and arrange a joint onboard inspection, not to exceed ten (10) days from notification. A determination of seaworthiness will be made at the conclusion of the inspection. If deemed by the Marina to be un-seaworthy, an owner will be given ten (10) days to arrange for repairs or removal of the boat from Marina.

Boats which are deemed by the Marina to be hazardous to Marina property or other boats because of their size, condition, or construction, will not be granted moorage or will be subject to cancellation of any existing service agreement.

### BOAT MAINTENANCE

It is the Owner's responsibility to keep his or her boat in a safe and seaworthy condition. The Marina follows Best Management Practices for the safe and environmentally friendly maintenance of boats within the Marina. The following activities are not allowed by Seven Points Marina policy while inside the Marina:

- Non-biodegradable products, including non-biodegradable cleaning supplies.
- Sandblasting without receiving written permission from the United States Army Corps of Engineers.
- Sanding without using the current Best Management Practices.
- Any pressure washing which causes pollutants (i.e., paint flakes, oils, etc.) to enter the water.

### BOAT MOVING

All Rack and Dock Customers have agreed that the Marina has the right to move their boat without prior notice for the protection of life or property. It is also agreed that the Marina may temporarily relocate a boat for repairs or servicing within the Marina facilities. Every effort will be made to notify the Owner. Any boat or property deemed to be a hazard to other vessels or Marina property may, at the discretion of Marina Management, be moved at the Owner's expense.

## BOAT REGISTRATION, OWNERSHIP AND INSURANCE

Rack and Dock Customers are required to provide copies of current State Registration or Coast Guard documentation as proof of boat ownership and copy of insurance showing coverage of specific vessel with coverage dates. Failure to comply will be cause for refusal or termination, of the existing Service Contract. All boats are measured by "Overall Length" not by registration length.

Rack and Dock Customers are responsible for providing current contact information to the Marina. The Marina will not contact Rack and Dock Customers for this information. Any insurance or registration information must be mailed with the annual service contract, dropped off at Oarhouse during business hours, or faxed separately to 814-658-0057. Failure to provide current contact and insurance information to the Marina may result in cancellation of any existing service contract. All information provided must match the contract holders contact information.

## ELECTRICAL POWER

Electricity to the Marina is provided by Valley Rural Electric Cooperative, Inc. The Marina does not guarantee the continuity of electrical service to any boat. All service connections between Marina outlets and any boat shall conform to the National and State Electrical Codes. Marina Management shall routinely inspect these connections. ABYC-approved shore power cords are required.

All electrical installations are considered Marina property. Tampering with changing power supplies is prohibited. Only Marine-grade battery chargers shall be used. Use of car battery chargers is prohibited.

Dock Customers are expected to follow the procedures contained herein regarding operation of equipment to ensure safe and proper use of the electrical service provided.

Boats moved at Marina convenience will be furnished equivalent power hookups.

CAUTION: Do not wrap cords around pedestal posts. Use a strain relief device which will give the cord enough flexibility to adapt to changing wave action on dock and does not strain the cord, the post, the box, or the receptacle. Shore power cables must be kept out of the water.

CAUTION: Stray Current within the Marina (Electrolysis): Electrolysis is usually caused by direct current produced by a vessel. The Marina provides properly grounded, alternating current to each slip. Excessive electrolysis damage, receptacles showing excessive wear, or faulty wiring shall be reported to Marina Management.

## DINGHIES, JET SKIS, PADDLE BOARDS, AND KAYAKS

Rack and Dock Customers may store personal watercraft (dinghies, jet skis, etc.) on their vessel approved by the Marina. No paddle boards or kayaks may be left on any part of the Marina docks (main or finger). US Army Corps regulation.

## DOCK BOXES AND CARTS

The Marina provides wheeled carts for use by Houseboat Rental Customers and Dock Customers inside the Marina. Carts should be promptly returned after use to their proper storage area adjacent to the Oarhouse, to be available for the next user.

There are several areas marked for Dock Customers to attach and lock their private carts. Please do not attach the carts to trees.

Removal of any Dock Cart from the Marina area is prohibited.

Dock Boxes are not permitted on the docks or on shore.



## FUELING OF BOATS

Customers using the Fuel Dock are required to follow all posted instructions to minimize loss to facilities and the environment. Mooring on the Fuel Dock for other than fueling and/or sewage pump-out is prohibited. There is no loading and unloading from the Fuel Dock. Please use the Courtesy Dock. All Customers at the Gas Dock are responsible to remove their own gas, water, and waste caps.

For obvious safety concerns, the following is prohibited at or near the Fuel Dock:

- Smoking, including cigars, pipes or vaping.
- Open flames of any type.

No boat will be permitted to refuel a boat until the engine and all other machinery and electronics, including cell phones, are turned off.

The Fuel Dock is the only area in the Marina where a boat can be refueled, including refueling a boat by using gasoline containers. It is prohibited for any Customer to transport gasoline to any other dock in tanks, cans, or any other type of container. Violation will result in immediate cancellation of the Customer's existing service contract.

## SEWAGE DISPOSAL

Two pump-stations are available on the Fuel Dock. A Porti-Potti dump station is available during business hours, located at shore end of Fuel Dock. Before and after each use, the Customer is responsible to properly flush the pump to clear the line before and after usage. During winter months, the pump will be shut down to prevent damage. Pumping any substance other than sewage is prohibited. The discharge of black water into Raystown Lake is a violation of Pennsylvania and Federal law. Violators will be reported to the authorities and banned from using the Marina.

## WATER

The water supply to the Marina comes from the Army Corps of Engineers and is available throughout the Marina area. Customers must provide their own hoses. Dock Customers who rent a dock slip that does not have water hook ups may purchase water from the Fuel Dock for amounts posted. All Customers of the Marina requesting water at the Fuel Dock are required to pay for the water, regardless of whether the Customer leases a dock that has a water hook up.

## SHOWERS AND DISHWASHING

The use of biodegradable products is required for laundry, showers, dishes, and other cleaning done while on board a boat to minimize graywater residue in the Marina and Lake Raystown. Disposal of non-biodegradable products, toxic chemicals or food waste into a boat's greywater system or directly overboard is prohibited.

Showers are available for Dock and Rack Customers only, they are key coded and changed every year. The code will be given to the Customer when the Customer picks up their parking passes. Any Dock or Rack Customer providing their shower key codes to non-slip holders will result in their existing service contract terminated immediately.

## GARBAGE AND RECYCLING

All Customers and Guests of the Marina shall transport all of their garbage, food waste, trash and recyclables ashore and place them in the containers provided by the Marina for such materials. The Marina has garbage and recycling receptacles at A-B Docks, the Rack Building, and, behind the Oarhouse. It is forbidden for any Customer or Guest to use Marina facilities to dispose of garbage, trash or recyclables taken from camp sites or private, rental or vacation homes. Violation of this provision constitutes theft of services, and, will result in termination of any existing service contract and prosecution.

The deposit or discharge of garbage, trash, oil, fuel, debris and other materials into the water or on land areas of the Marina is prohibited. Ignitable, corrosive, reactive, toxic and substances listed as waste and determined to be hazardous should not be disposed of in Marina garbage or recycling receptacles. Hazardous waste disposal should be removed by the Customer's servicing provider. Any household items such as furniture, tables, chairs, mattresses, refrigerators etc. must be disposed of by the customer, the Marina's garbage and recycle provider will not remove them.

### PETS

All pets are required to be on a leash in all parts of the Marina, and, all parts of the Seven Points Recreation Area. The pet owner is required to pick up waste and discard of the waste in a proper receptacle. The Marina has 2 pet waste receptacle stations located by the launch area and by E dock. The cost of cleaning services and/or damage caused to rental boats, docks or any other Marina property due to a pet shall be charged to the pet owner. If the pet owner is a guest of a Customer, the Marina reserves the right to charge the Customer for any cleaning or damage. US Army Corps regulation.

### NO CAMPING

Overnight camping in RVs, vehicles, tents, or otherwise is prohibited on Marina property. RV's and campers cannot be parked at the Marina unless the Owner is present. US Army Corp regulation.

### CHILDREN UNDER 12

Children under twelve (12) years of age are required to wear a Coast Guard-approved personal flotation device when on any of the Marina's docks and breakwaters. Children ten (10) years of age and under are required to be accompanied and supervised by a responsible adult.

### COOKING IN THE MARINA

Charcoal grills, propane torches, gasoline lanterns or any other devices, which can produce an open flame, cannot be used on the docks or boats while they are tied to the docks. Generators must be turned off while your boat is docked; it will be hazardous to you and neighboring boats; the exhaust can cause bodily injury or death. Use of a built-in cooking device from the manufacturer is allowed while inside the Marina.

### DIVERS AND SWIMMERS

Swimming is prohibited inside the Marina. Scuba diving is permitted; however, the following steps must be taken before any scuba diving activity takes place in the Marina:

- Notice to Marina of date/time of planned dive.
- Obtain written pre-approval at least seven (7) days prior from Marina. Approval is not guaranteed and the Marina has the discretion to deny the request.
- If approved, buoy markers, and other safety measures must be placed in and around the area where the scuba diving will occur.

### NO FISHING / FISH CLEANING

For the safety of Customers, Guests and Marina Employees, fishing and fish cleaning is prohibited everywhere at the Marina, including from any boat within the Marina, and any dock, including the launch ramp.

### SOLICITATION, COMMERCIAL ACTIVITY AND SIGNAGE

Solicitation is strictly prohibited on Marina property. The distribution or posting of handbills in the Marina, the parking lot, or elsewhere on Marina property is prohibited. No person, without the express written consent of the Marina, may engage in any type of commercial activity on the marina property or docks. Commercial activity includes, but is not limited to, the following: US Army Corps regulation.

- Booking guided tours or guided fishing tours on your boat;
- Charging a fee or requesting donations from persons in connection with the use of your boat;
- Posting "For Sale" signs on your property or boat.
- Selling or demonstrating for sale boats or other property.
- Performing repairs or services for which a fee is charged.
- Carrying passengers for hire.
- Any other kind of business trade which is inconsistent with the private pleasure warranty of a standard marine insurance policy.

### OUTSIDE CONTRACTORS

No person, corporation or other business entity may advertise for work or perform any work or services at the Marina except with the Marina's written permission. Persons making routine deliveries of food or like items to the Marina or its Customers are excluded from the provisions of this policy, except that anyone desiring to deliver anything to a boat on the docks must first check in at the security office.

Prior to entering the premises for the purpose of performing any approved work or services, the outside contractor will furnish a certificate of insurance on a form acceptable to the Marina. Acceptable insurance coverage for outside contractors must also list The Anchorage Enterprises, Inc., as an additional insured. US Army Corp regulation.

Acceptable insurance coverage for outside contractors will include:  
Comprehensive general liability - Automobile liability - Workmen's Compensation and Employers liability.

Outside contractor's personnel will check in at the security office each day when they arrive and again when they leave, and they will keep their working areas cleaned up at all times, and provide such screens and/or covers as may be required for protection or safety. All used and waste materials will be removed from the Marina by the contractor and shall not be placed in any dumpsters at the Marina.

Outside contractors will comply with the rules and policies of the Marina. All contractors working at the Marina should be aware of the federal regulations which govern the Raystown Lake project.

Each Rack or Dock Customer is responsible to see that any outside contractor he or she engages complies fully with the policies set forth herein. Failure to observe this provision may result in termination of the dockage or storage contract.

### PARKING PASS, DAILY LAUNCH PASS AND SEASONAL LAUNCH PASS

Two (2) parking passes will be issued to Dock and Rack Customers. They may be picked up in Oarhouse after the Marina begins the season. Any Parking Passes NOT picked up by the 30th of June of the contract year will result in the assessment of a \$25 parking fee and/or termination of the service contract. The parking pass is only valid for the boat listed on service contract. The Marina may terminate the service contract of any Dock or Rack Customer that uses or attempts to use, the parking/launch passes to launch any boat other than the specific boat listed on the service contract.

Dock and Rack Customers may be issued a temporary parking pass at Security at the Main Gate for any guest, there is no charge.

Seasonal Launch Passes may be purchased in Oarhouse by current Dock or Rack Customers for Jet Skis or by the general public for boats twenty-four (24') feet and under if space is available.

The Anchorage Enterprises, Inc., d/b/a Seven Points Marina



Launching personal watercrafts (PWC) from the Marina is permitted, but we must ensure consistency with rules of use. Registration for storing PWC in the Marina may be obtained in the Oarhouse and a seasonal parking sticker will be issued. Insurance is required on all PWC stored in the Marina. You can use or launch your PWC at the Marina as follows:

- Obtaining a daily launch permit from the security office. Discounted rates are offered to current Dock or Rack Customers. All other persons must pay full launch fees.
- By obtaining a dock or rack space for your PWC.
- By storing your PWC on board your larger boat.

A PWC may not be moored to or stick out in front of a finger dock, wave break, or any designated “No Parking” area. If a PWC is illegally moored or stored at the Marina, it will be impounded and the owner will have to pay a service and storage charge of \$250.00 in order to obtain its release.

If you use the public launch to launch a PWC, then the trailer and vehicle must remain in the public launch area and you may not park the trailer or vehicle in the Marina.

Any Dock or Rack Customers who launch boats not registered in their name will have their current service contract terminated.

### INSURANCE

Dock and Rack Customers are required to carry liability insurance in an amount not less than \$300,000 and show proof of insurance to the Marina when requested to do so. Failure to provide the Marina with adequate proof of insurance and current boat registration shall result in termination of the service contract. Names on insurance and registration must match contract.

### DOCK SERVICE CONTRACT - REQUIREMENTS

The dock slip set forth in the Dock Service Contract is for the use of the Dock Customer, his or her immediate family and guests. The Dock Customer is not permitted to sublet the dock slip to any other boat. No persons are permitted on the docks without proof that they are the Dock Customer, or, the immediate family or guests of Dock Customer. All guests must register with security when they arrive, pre-registration may be made by contacting security office and requesting parking pass for guest(s).

The Dock Service Contract is for the time-period set forth on contract and does not entitle or guarantee the issuance of future Service Contracts or the exact dock slip from year to year.

Dock customers must remove their boat trailer, if any, from the Marina after launching. Only transient boaters will be permitted to park vehicle and boat trailer in designated area.

### SALE OF BOAT DURING SERVICE CONTRACT

In the event the Dock Customer sells the boat listed in his/her Dock Service Agreement, he/she must either:

- Terminate the existing dock or rack service contract;
- Purchase another boat which fits into the existing dock or rack slip within twenty (20) days and provide proof of ownership, registration and insurance of the new boat to the Marina; or
- Meet one of the three (3) exceptions to the transfer of the Dock Service Contract as set forth in the Termination and Transfer of Dock Service Contract section.

If a Dock Customer purchases a new boat to put in his/her slip, and, the boat does not fit the dimensions of the slip, the Dock Service Contract is terminated. It is important that Dock Customers or Dealer contact the Marina with boat make, model, and dimensions for approval (which happens most of the time) so that the Marina is able to confirm whether the boat will fit the existing slip, or, whether the Marina has another slip available to accommodate the Customer.

### TERMINATION AND TRANSFER OF DOCK SERVICE CONTRACT

All Service Contract fees are NON-REFUNDABLE. Dock Customers are not entitled to receive a refund of any fee paid in connection with a Dock Service Contract if the Service Contract is terminated. The Marina has the sole discretion to terminate Dock Service Contracts if there has been a violation of any of the policies or rules herein by the Dock Customer or his/her Guests. If a Dock Service Contract has been terminated for a violation, the Dock Customer will be provided with a ten (10) day notice to remove the boat from the Marina.

The Dock Service Contract cannot be transferred by a Dock Customer to another individual except as specifically set forth below:

- Upon the death of a Dock Customer of record, the Dock Service Contract may be transferred along with the deceased Dock Customer's boat to the surviving spouse, child, stepchild, grandchild or step-grandchild of the deceased Dock Customer.
- A Dock Customer may transfer the Dock Service Contract along with the Dock Customer's boat to the Dock Customer's spouse, child, step-child or step-grandchild.
- If the boat listed on the existing Dock Service Contract is thirty-two (32) feet or more non-trailable, and, the Dock Customer has been a slip holder in good standing at the Marina for period of more than (5) years, then the Dock Customer may transfer the Dock Service Contract to the purchaser of the Dock Customer's boat. This exception may only be used one (1) time per Dock Customer.

The three (3) exceptions to the prohibition on transferring of Dock Service Contracts are contingent upon the Marina making the following determinations and approvals:

- The boat being transferred is seaworthy.
- The proposed transferee and/or the current Dock Customer are in good standing with the Marina and have not previously violated the Marina policies.
- The proposed transferee has provided all necessary and required information to the Marina.
- The Marina has received the transferee's executed Dock Service Contract and payment.

If the transfer of the Dock Service Contract meets one of the above three exceptions and is approved by the Marina, the Marina May refund the pro-rated seasonal balance of the prior service contract to the prior Dock Customer within thirty (30) days after approval. **(No refunds after August 20<sup>th</sup> of the contract year)** At the time of the transfer, the Marina reserves the right to change the location of the dock slip to a different dock slip that can accommodate the boat of the transferee.

### RACK STORAGE SERVICE CONTRACT - REQUIREMENTS

All Rack Service Contract fees are NON-REFUNDABLE. Rack Customers are not entitled to receive a refund of any fee paid in connection with a Rack Service Contract if the Service Contract is terminated. The Rack Service Contract is for the time-period set forth on contract and does not entitle or guarantee the issuance of future Service Contracts.

The boat set forth in the Rack Service Contract is for the use of the Rack Customer, his or her immediate family and guests. The Rack Customer is not permitted to sublet the rack storage to any other boat. No persons are permitted to retrieve a boat from Rack Storage without proof that they are the Rack Customer.

The Rack Storage Building is open daily during the season beginning at 8:00 a.m. Rack Customers are to contact the forklift operator at the Rack Storage Building to retrieve their boat. If the operator is not present, Rack Customers shall contact the Oarhouse at 814-658-3074 for assistance.

Rack Customers must abide by the following rules:

- Only use bio-degradable cleaning products on the outside of the boat. Bio-degradable products are also required to clean the interior of the boat if the Customer will be cleaning with the drain plug removed.
- Any antennas must be lowered and down before storing boat.
- The outdrive must be lowered and down before storing boat.
- Trim tabs must be up before storing boat.
- Battery and blower switch must be off before storing boat.
- Do NOT fill the gas tank prior to storing boat.
- The boat is only allowed to be removed from the Rack Storage Building one (1) time per day.
- Removal of all water toys such as “tubes” etc., unless deflated and stored inside boats. The marina will not be responsible if left anywhere else on grounds or inside the rack building.

The Marina is not responsible for any damage or liability caused as a result of the Rack Customer failing to adhere to the rules.

If a Rack Service Contract is terminated, there will be no refund.

### WINTER STORAGE CONTRACTS

The Winter Storage Contract is mailed out in August and must be paid by closing date with updated Insurance information and Boat registration or boat will not be able to be stored on Marina premises.

**RISK OF LOSS.** The Customer hereby assumes all risks of loss or damage to the personal property from whatever cause, during the entire service contract term hereof. Contract automatically voided if proof of insurance and boat registration isn't updated.

**ACCESS TO STORAGE PREMISES.** The Marina will permit the Customer and Customer's agents, to inspect and examine the personal property stored in the Marina at such times that are mutually agreeable to the parties for boats being stored in outside parking lot. There will be NO ACCESS to boats stored in the Rack Building. Customer shall advise the Marina in writing of any painting or repair work to be completed prior to opening date designated for current year.

**INSURANCE.** Customer shall provide and maintain insurance against loss, theft, damage, or destruction of personal property subject to this Service Contract in an amount equivalent to the value of said property. At the request of the Marina, Customer shall furnish proof of such insurance.

**INDEMNITY.** The Customer shall indemnify the Marina against all loss of liability arising out of the use by the Customer of the winter storage, whether or not due to carelessness, negligence or improper conduct of the Customer or Customer's employees, agents, licensees or visitors.

Customers with no Winter Storage Contract with the Marina and their servicing dealer has put their boat into their dock before we open will NOT HAVE ACCESS to that boat until the Marina is opened to the general public.

### DOCK / RACK WAITING LIST APPLICATION

The Marina maintains a Waiting List which allows persons to have the opportunity to become a dock or rack customer, or, gives existing customers the opportunity to change their dock slip or rack requirements. The Waiting List should not be interpreted as an absolute guarantee that a person will receive a dock or rack slip.

Persons who are not currently Dock or Rack Customers and desire to be placed on the Waiting List for a dock slip or rack storage (hereafter 'Applicant') must fill out a Waiting List Application.

Once on the Waiting List, Applicants who need to move to a larger or smaller slip category on the Waiting List due to the purchase of a different boat must contact the Marina. Their position in the new category will be determined by the date their name was first placed on the Waiting List.

Applicants shall be charged a nonrefundable Waiting List fee with the Application fee of \$25.

Current Dock or Rack Customers requesting to move to a different slip based on personal preference or who are purchasing a larger or smaller boat which does not meet the Dimensional Criteria of their assigned slip must:

- Contact the Marina Office with a description of the boat to be purchased.
- Current Rack/Dock customers should put in writing a request of change on their contract when renewing.

A Relocation Fee (\$40) will be charged upon each slip reassignment in season. (This Fee shall not apply to Customers relocated at the Marina's request.)

### DOCK / RACK WAITING LIST GUIDELINES

Waiting List members are responsible for keeping the Marina advised of their current address and telephone numbers. When a slip is offered, a Waiting List member shall be contacted by the telephone number on the Waiting List Application form. He or she shall have four (4) days from the date of the telephone call to consider the offer and respond. If the Waiting List member declines a dock or rack opportunity on two (2) occasions, or, fails to respond at all, he or she shall be removed from the Waiting List until such time as a new Application and fee are submitted to the Marina. The Marina only communicates by telephone regarding dock and rack availability. It is the responsibility of each Waiting List member to have up to date telephone numbers provided to the Marina.

The Waiting List is processed by date of application with consideration given to overall length, beam, draft and operating characteristics of the boat. The Marina reserves the right to refuse a Waiting List member the right to a slip if he/she has had prior violations and/or have not followed the Marina Policies. Priority of persons to receive the opportunity to enter into a Dock or Rack Service Contract shall be as follows:

**First: Existing Dock/Rack Customers** – existing Dock or Rack Customers can be placed on the Waiting List to request a dock or rack change for the following season depending on availability. Changes made February – April of the contract year pending availability and number of cancellations.

**Second: Non-Customers** – Persons on the Waiting List who are not current Dock or Rack Customers.

**Third: Purchaser of a Rental Boat** – Any person who purchases a Marina rental boat shall receive the next available dock slip pending availability.

As a courtesy to Seven Points Marina and to others, it is requested that you immediately contact the Marina Office if you wish to withdraw from the Waiting List.