



## **MARINA RULES AND REGULATIONS**

Barber Marina, Inc. (the “Marina,” a term also used to refer to the Marina’s premises and/or facilities) hereby establishes the following rules and regulations for the conduct of vessel owners (each an “Owner”) and Owner’s guests, invitees, agents, employees, and all representatives, utilizing the Marina premises or facilities. These rules and regulations are subject to amendment without notice. A copy of these rules and regulations is available at the Marina or on the Marina’s website.

1. When Owner’s vessel enters the Marina, Owner and Owner’s guests, invitees, agents, employees, and all representatives must comply with all rules and regulations set out herein and amended from time to time by the Marina. Any conduct deemed to be violation of these rules and regulations, in the Marina’s sole discretion, will result in expulsion from the Marina.
2. Only vessels in good condition, and under their own power, shall be admitted to dockage areas. In the event of an emergency during Owner’s absence (e.g., breakdown of the bilge pump, leak, bad lines, etc.), the Marina is authorized, but not obligated, to make necessary repairs, which will be charged to Owner. Owner acknowledges and agrees that the Marina is not obligated to make such emergency repairs, and the Marina bears no responsibility to Owner.
3. No part of Owner’s vessel moored in any boat slip may extend over any part of the dock. Vessels moored bow-first must be secured in such a way as to prevent the bow pulpit from protruding or hanging over the dock.
4. All pets must be on a leash and controlled when moving through the Marina. All pets must be taken away from the Marina premises for exercise and relief. Owner is expected to immediately clean up any mess created by their pets. At the sole discretion of the Marina, any pet deemed to be a nuisance will be banned from the Marina premises. The Marina bears no responsibility for any pet on the Marina premises.
5. Vessels leaving for an extended cruise must notify the Marina. The Marina reserves the right to rent all boat slips and dry-storage spaces when vacant and to reassign any boat slip or dry-storage space at its sole discretion.
6. Alabama law and United States navigation laws apply to all vessels entering or leaving the Marina.
7. Refuse shall not be thrown overboard. Garbage shall be deposited in cans or other receptacles supplied for that purpose. Owner shall notify the Marina of anything that will not fit in these cans, and the Marina shall assess disposal plans with Owner at Owner’s expense. No person shall discharge oil, fuel, spirits, flammable substances, or oily bilges into or near the Marina. Charcoal or gas fires will not be permitted at the Marina.
8. Noise shall be kept to a minimum at all times. Owner shall use discretion in operating engines, generators, radios, television sets, etc., so as not to create a nuisance or disturbance. The use of mechanical tools (buffers, sanders, etc.) outside the vessel is prohibited. All vessels must have underwater exhaust. The Marina reserves the right to

determine acceptable noise levels, and the Marina may order any vessel to leave the Marina if a nuisance.

9. Advertising or soliciting shall not be permitted on any vessel or otherwise within the Marina. Neither any vessel nor the Marina (or its name, address or phone number) shall be used for business purposes by Owner or Owner's guests, invitees, agents, employees, or representatives unless otherwise approved by the Marina in writing.
10. Swimming, jumping, diving, or fishing shall not be permitted in the Marina.
11. Owner shall not store supplies, materials, accessories, or debris on walkway, docks, or finger piers, and shall not construct or place thereon any lockers, chests, cabinets, or similar structures, except with written approval from the Marina. Painting, scraping, or repairing of gear shall not be permitted on the walkways, docks, or finger piers. The extent of allowed repairs and maintenance shall be at the sole discretion of the Marina.
12. Owner agrees that in case of an emergency, the Marina may move Owner's vessel to any other mooring place (or if the vessel is not moved in accordance with the prior notice to Owner from the Marina). Owner acknowledges slip assignment is temporary, and may be reassigned by the Marina at its sole discretion.
13. Laundry shall not be hung on vessels, walkways, docks, or finger piers in the Marina. Signage such as "for sale" or "for hire" must be approved by the Marina at the Marina's sole discretion.
14. Owner shall report to the Marina to settle Owner's account prior to leaving the Marina. It is suggested that all owners leave a forwarding address in order to permit prompt handling in the event telephone calls or mail is received for them. However, the Marina assumes no responsibility whatsoever for handling or forwarding mail or messages. All personal property must be removed from the Marina when dockage is terminated. The Marina assumes no responsibility for any of Owner's personal property.
15. The Marina reserves the right to limit and govern parking spaces at the Marina.
16. Motorcycles, bicycles, skateboards, hoverboards, rollerblades, and similar items are not allowed on any docks, walkways, or piers, and must be stored on the vessel or in the Marina's parking lot. Dinghies must be docked within the boat slip assigned to the vessel in such a manner as not to interfere with the adjoining slip.
17. All lines, rigging, and halyards will be secured by Owner in order to eliminate noise. Slotted masts must have noise protection devices.
18. Owner agrees not to permit residence aboard Owner's vessel while at the Marina unless otherwise approved by the Marina in writing. If the vessel contains a sanitation device, it must comply with all applicable requirements, governing installation and the use of such device, including, but not limited to, all requirements of the United States Coast Guard. The sanitation device must be properly functioning at all times while the vessel is at the Marina. No discharge of sanitation effluent or dumping of trash overboard shall be allowed at the Marina.
19. Any charter operation utilizing the Marina must have at least \$1,000,000.00 in liability insurance in full force and effect at all times, and must list the Marina as an additional insured, including waiver of subrogation in favor of the Marina and its parent, affiliate, subsidiary, and sister companies, along with each of their employees, agents, officers, principals, and insurers (the "Protected Parties").
20. Employees of the Marina may not be hired or engaged to perform work on any vessel or any other sort of personal task.
21. Unauthorized use of the Marina's fresh water is prohibited.
22. Violation of any of these rule and regulations, as amended from time to time, disorder, or indecorous conduct by Owner or Owner's guests, invitees, agents, employees, or

representatives that might injure a person, cause damage to property, or harm the reputation of the Marina shall be cause for Owner's expulsion from the Marina and termination of this agreement.

23. In the sole discretion of the Marina, Owner may be required to evacuate Owner's vessel from the Marina at any time, including, but not limited to, upon the issuance of a tropical-storm watch or hurricane watch for coastal Alabama by the National Weather Service/National Oceanic and Atmospheric Administration. Owner is encouraged to purchase the Marina's Hurricane Plan Storage Agreement to avoid a scenario, which may require Owner's vessel to be evacuated from the Marina at Owner's sole risk.
24. It is Owner's responsibility to make sure that drain plugs are inserted at the time of any haul-out or launching. Owner or Owner's authorized agent needs be present in order for Owner's vessel to be launched.
25. It is Owner's responsibility to prepare Owner's vessel for haul-out, retrieval, or storage. Trim tabs, Bimini or canvas tops, antennas, outriggers, flag masts, or similar equipment or appurtenances must be in appropriate position. The Marina will not be responsible for damage that results to Owner's vessel any of these items. Should the Marina's personnel be required to prepare Owner's vessel for haul-out, retrieval, or storage, extra charges will apply.
26. It is agreed that neither the Marina nor any of the Protected Parties are responsible for damage or loss to speedometer pickups, depth sounder transducers, trim tabs, bimini or canvas tops, antennas, outriggers, flag masts, or similar equipment or appurtenances ("Equipment"), for any manufacturer's imperfections or hull weaknesses, or for any other items attached to the Vessel during any storage, haul-out, blocking, and/or re-launch of the Vessel or in performance of any services or work by the Marina or any of the Protected Parties hereunder. Owner shall insure that any Equipment that must be protected or maintained during the time the Vessel is at the Marina, or during any storage, haul-out, blocking, and/or re-launch, is so protected and maintained. Neither the Marina nor any of the Protected Parties are not responsible for the protection, security, care, or maintenance of Owner's Equipment or other personal property.
27. The Marina prohibits the disposal of offal or any fish remains in the Marina's immediate or surrounding waters.
28. The Marina prohibits the refueling of vessels with the use of portable containers.
29. Owner agrees to be knowledgeable of the location and use of the Marina's safety equipment (life rings, dock ladders, fire extinguishers, etc.). Owner is responsible for informing Owner's guests, invitees, agents, employees, and all representatives of these devices. Owner acknowledges that the Marina has no obligation to provide these devices, and Owner and Owner's guests, invitees, agents, employees, and all representatives enjoy and utilize the Marina at their sole risk.
30. Trespassing on adjacent properties to the Marina is prohibited.
31. In addition to the limitations above, the Marina is not be responsible for damage resulting from haul-out or launching of pontoon vessels. Owner acknowledges that because of the way they are built (and the material they are built from), pontoon vessels are fragile, and may not be suited to be hauled out or launched with a fork lift or otherwise.
32. Owner's (and Owner's guests, invitees, agents, employees, and all representatives) use of the Marina is at Owner's (and their) sole risk.
33. Issues or problems that arise during business hours should be reported to the Marina Ship Store. Issues or problems after hours should be reported to the Marina at (251) 504-5136.
34. Access to the Marina is limited to Owner and Owner's guests, invitees, agents, employees, and representatives.