



AS OF JANUARY 1ST, 2025

RULES AND REGULATIONS GOVERNING THE USE OF THE KENNEDY POINT MARINA FACILITIES

In addition to the policies and requirements of the Slip & Storage Agreement, the Marina Rules and Regulations are as follows:

1. GENERAL RULES AND REGULATIONS:

- A. **Jurisdiction:** Upon entering the Marina complex, a vessel immediately falls under the jurisdiction of Marina Management. Licensees are responsible for properly securing their vessels to safeguard their boats, the docks, and neighboring vessels. Licensees must promptly address any issues identified by the Marina Manager that do not comply with Marina standards or procedures.
- B. **Rules of the Road:** The Rules of the Road and Navigation Laws of the United States apply to all vessels in or approaching the Marina.
- C. **Swimming and Diving:** Swimming and diving are prohibited from Marina slips, docks, docked vessels, or Marina uplands.
- D. **Fishing Restrictions:** Fishing is prohibited from any dock, pier, seawall, or Marina uplands. Fishing is permitted from registered vessels only while docked at the Marina, provided there is no interference with other vessels. The Marina Manager may restrict fishing from any vessel at any time.
- E. **Clear Docks and Premises:** Docks and premises must be kept free and clear of gear, tackle, hoses, bicycles, equipment, laundry, garbage, and all other obstructions at all times. The decks of all vessels shall be kept free and clear of debris at all times and present a neat appearance.
- F. **Barbecue Grills and Open Fires:** Personal barbecue grills (propane or other) and/or open fires are not permitted on docks in the Marina.
- G. **Use of Electrical Outlets:** The use of Marina electrical outlets to operate power tools, battery chargers, welders, etc., is prohibited except with permission from the Marina Manager.
- H. **Use of Tap Water:** Water shall be conserved and used only for domestic use. No cooling, water siphoning, or other wasteful use shall be allowed.
- I. **Quiet Hours:** All Marina docks are closed to the public and commercial operations after 10:00 p.m. Licensees must be considerate of others at all times and keep noise/volume to a minimum. Between 10:00 p.m. and 7:00 a.m., all sound/noise must be kept below 60dBa, allowing only normal conversation, inboard generators, and certain types of quiet-operation portable generators. Standard portable or "construction" generators are prohibited from operation at any time except for temporary use approved by the Marina Manager.
- J. **Visitor and Guest Use of Vessels:** Licensees must notify the Marina office in writing when visitors are permitted to use the Licensee's vessel. The Licensee is responsible for all guests and shall immediately inform them of and have them read and understand a copy of the Marina Slip License Agreement.
- K. **Supervision of Minors:** All minors must be supervised by a parent or guardian at all times while on Marina grounds. Children should wear appropriate safety gear when on docks. Parents or guardians are responsible for ensuring that minors under their care do not disturb the peaceful atmosphere of the Marina. Children are prohibited from running, roughhousing, climbing on objects, or engaging in any behavior that could create a disturbance or pose a danger to themselves or others.
- L. **Signage Restrictions:** No signage of any kind shall be placed on or adjacent to docked vessels without the Marina Manager's approval.
- M. **Violation Consequences:** Continuing infractions of the rules and regulations contained herein as established and adopted by the Marina shall, at the discretion of the Marina, result in the cancellation of this License Agreement, after which the Licensee shall remove his/her vessel from the premises.
- N. **Special Events:** Licensees agree to temporarily vacate the premises for planned special events as directed and determined by the Marina Manager.
- O. **Docking Restrictions:** No vessel may be tied, secured, or rafted at a berthing space or adjacent area or dock unless a current Marina Slip License Agreement is in effect between the Licensee of the vessel and the Marina.
- P. **Enforcement of Posted Signs:** All signs posted by the Marina within the Marina premises are enforceable as if they were terms in these Rules and Regulations.
- Q. **Consideration of Others:** Licensees, their crew, and guests are cautioned to be considerate of others. Behavior or conduct that the Marina, in its sole and absolute discretion, determines might injure another party, cause property damage, or disturb other Licensees may lead to the termination of the Slip License Agreement by the Marina.
- R. **Noise and Behavior:** Licensees and their guests must keep noise to a minimum at all times and exercise discretion in operating engines, generators, radios, television sets, and amplified music. Power tools may be used only when such use does not constitute a nuisance. Any work or other activities that are a nuisance to others will not be permitted.

- S. **Vessel Cleanliness:** All vessels shall be kept in a clean, neat, and orderly condition. No laundry, towels, bathing suits, or other such items shall be hung on vessels, docks, or pilings. Only items necessary for the operation of the vessel shall be on deck. Rigging shall be secured to prevent undue noise.
- T. **Prohibition on Dock Storage:** No items are to be kept or stored on the docks, seawalls, or any other area in the Marina, with the exception of a dock box approved by the Marina Manager.
- U. **Prohibited Items:** The possession of contraband and prohibited items or substances, including but not limited to illegal drugs, unlicensed weapons, or unlawful weapons, is strictly prohibited. The Marina has a policy of cooperation with local, state, and federal agencies, including the U.S. Coast Guard, in executing its "Zero Tolerance" responsibilities. It will grant such agencies access to the Marina facilities to legally pursue their enforcement responsibilities. The arrest of a Licensee or their guest or crew by any agency for a suspected offense covered by this provision may result in the termination of the Slip License Agreement before final legal disposition.

2. VESSEL INSPECTION POLICY:

- A. All vessels may be inspected by Marina staff or authorized enforcement personnel at appropriate times. Inspections may include:
- B. A brief assessment to confirm the vessel's seaworthiness, including checking bilges for excess fuel or oil and ensuring operational pumping equipment.
- C. A review of sanitation systems to ensure they meet Marina, State, and Federal regulations.
- D. Customers will be notified of inspection requests and must make themselves available for the inspection within 14 calendar days of receiving the notice.

3. INSURANCE REQUIREMENTS:

- A. Insurance Coverage: All non-transient vessels within the Marina must carry a minimum of \$300,000 in Protection and Indemnity (P&I) insurance coverage. This may be supplemented with an umbrella liability policy to meet the required limits. Additionally, All non-transient vessels within the Marina must carry a minimum of \$1,000,000 in Fuel Spill/pollution Liability insurance coverage.
- B. Marina as Additional Insured: The Marina must be listed as an additional insured on all vessel insurance policies. The Licensee is responsible for ensuring that their insurer notifies the Marina of any policy renewals, cancellations, or modifications.
- C. Policy Lapse Consequences: Failure to maintain current insurance or to notify the Marina of changes in coverage may result in a breach of contract, leading to termination of the agreement.

4. BUSINESS OPERATIONS & ADVERTISEMENT:

- A. Advertising, soliciting, or "For Sale" signs are prohibited on any vessel within the Marina. Additionally, the use of the vessel or Marina address for any business purposes is prohibited without written approval from the Marina Manager.
- B. Any business intending to operate within the Marina complex must obtain written authorization from the Marina Manager. Such businesses must carry sufficient insurance as specified by Marina management and uphold high standards of business practices and customer relations to ensure the Marina's reputation and operations are not adversely affected.

5. VESSEL PROPULSION AND LIGHTING REQUIREMENTS:

- A. Only vessels with their own operational engines suitable for their intended use are permitted to use the Marina facilities.
- B. The Marina Manager or their representative may require proof of vessel operability. If a vessel is found inoperable or unable to navigate under its own power during an inspection, the Licensee will be in violation of the Slip License Agreement, which may lead to its termination and the requirement to vacate the Marina-owned slip or mooring.
- C. All vessels must maintain functional navigation lights, and anchor lights are mandatory while at anchor, as per maritime regulations.

6. VESSEL SIZE AND DOCKING RULES:

- A. Vessel measurements, including bow sprits, anchors, davits, and dinghies, will be conducted from stem to stern, in line with Florida Statutes Chapter 327.

7. HOLDING TANK AND PUMP-OUT REGULATIONS:

- A. Federal law prohibits the discharge of untreated sewage in inland and coastal waters, including from portable toilets or Type III holding tanks, unless over 3 miles offshore.
- B. Vessels must adhere to all Marina, State, and Federal regulations regarding Marine Sanitation Devices and sewage discharge. Type III MSDs must be secured to prevent overboard discharge, with all through-hull sea cock connections sealed.
- C. Holding tanks can be pumped out free of charge, with liveaboard vessels required to be pumped out at least monthly unless otherwise approved by the Marina Manager.

8. ENVIRONMENTAL RESPONSIBILITIES:

- A. Licensees and their vessels must comply with all health and pollution laws. No oil, fuel, flammables, or sewage is to be discharged into Marina waters.
- B. Licensees are legally and financially responsible for any environmental cleanup or damage caused by illegal discharges from their vessels, including costs associated with sinking, spills, or other pollutants classified by the U.S. Coast Guard or Florida DEP.
- C. Only biodegradable, non-toxic cleansers are allowed. Detergents containing harmful substances such as ammonia or chlorine are prohibited.
- D. No refuse, garbage, or solid waste shall be thrown overboard. All pollution must be reported immediately to the appropriate authorities, and any violation may result in termination of the agreement.

- E. Feeding or disturbing wildlife is prohibited, and compliance with all wildlife protection regulations is mandatory. Failure to follow these regulations may result in fines or sanctions.
- F. Minor repairs that do not contribute to pollution are permitted. Dust or debris must be cleaned immediately with a vacuum.

9. WASTE MANAGEMENT:

- A. Trash receptacles are for regular household waste only. Hazardous materials, construction debris, or large objects are not to be disposed of in these receptacles.
- B. Licensees are responsible for properly disposing of all hazardous materials off the premises, such as batteries and propane tanks.

10. LICENSEE / BOAT OWNER'S RESPONSIBILITIES:

- A. Licensees must maintain their vessels in a safe and seaworthy condition and operate them carefully to avoid damage to the Marina or other property.
- B. Vessels must be kept clean and well-maintained. If a boat is found to require attention, the Licensee will have 14 days to rectify the issue, failing which the Marina may perform necessary upkeep at the Licensee's expense.
- C. Vessels must be equipped with a functioning battery turn-off switch.
- D. If a vessel poses a danger due to sinking, fire, pollution, or other hazards, the Marina is authorized to take necessary action, including repairs or removal, at the Licensee's risk and expense.
- E. Licensees are responsible for all expenses incurred due to Marina's actions in mitigating hazards.
- F. The Marina reserves the right to take action to address any hazards or dangers as deemed necessary, although it is not obligated to do so.

11. PARKING AND VEHICLE REGULATIONS:

- A. The Marina reserves full authority over all parking areas within its premises, including the discretion to monitor, govern, and enforce parking regulations.
- B. Each Licensee is permitted to register a maximum of **two vehicles** for parking on Marina premises unless otherwise authorized in writing by Marina management. All vehicles must display a valid Marina-issued parking pass or placard, which must remain clearly visible at all times.
- C. Parking spaces are provided on a first-come, first-served basis unless specifically designated by the Marina. Licensees or guests may not reserve, assign, or sell parking spaces under any circumstances.
- D. Trailers, RVs, commercial vehicles, or oversized vehicles are prohibited from parking on Marina grounds unless expressly authorized by Marina management. The Marina may designate areas where paid storage of such items is permitted at the Marina's discretion.
- E. Vehicles without a valid placard, exceeding the permitted number, or in violation of parking rules will be tagged with a 24-hour compliance notice. Non-compliance within this timeframe may result in fines, towing at the Licensee's expense, or revocation of parking privileges.
- F. Vehicles using loading or unloading zones must limit their time to no more than 15 minutes and must not obstruct traffic or other parking spaces.
- G. All motor vehicles parked at the Marina must meet current State Motor Vehicle registration requirements, present a good appearance, and be in serviceable condition. Abandoned, non-operational, or derelict vehicles are prohibited and may be subject to immediate towing at the owner's expense.
- H. The maximum speed limit within the Marina property is **5 mph**. Reckless driving or unsafe behavior may result in immediate revocation of parking privileges.
- I. During Marina-hosted events, parking rules may be temporarily modified. Licensees and guests will be notified of any changes or specific parking instructions in advance.
- J. The Marina is not responsible for any accidents, personal injuries, damages, or the loss, theft, or unauthorized use of vehicles while they are parked or operated on Marina property.

12. PERSONAL TRANSPORTATION:

- A. Motorized Vehicles: Motorized vehicles of any sort, except motorized wheelchairs or scooters for the ambulatory disabled, are not allowed on the docks.
- B. Bicycles are not allowed to be ridden on Marina docks, ramps, or gangways. They may be walked to the boat but must not obstruct pathways or other vessels. Bicycles are not permitted inside Marina buildings.
- C. Bicycle repairs are not allowed on Marina property unless approved by the Marina Manager.
- D. Scooters with an engine size of 49cc or less are permitted on Marina property if they belong to currently registered guests. Until a designated parking area is provided, scooters must be parked in areas specified by the Marina Manager and not obstruct walkways, docks, or access points. Scooters larger than 49cc are considered motorcycles and must be parked on the street in accordance with standard Marina parking regulations.
- E. Personal transporters (e.g., electric scooters, Segways) are not permitted to be ridden on the docks unless used for ambulatory purposes. They must not be left on docks or finger piers. Any changes to these rules require approval from the Marina Manager.

13. POSTAL MAIL & PACKAGE HANDLING:

- A. Postal Mail Handling: All incoming postal mail will be marked with the date of receipt and placed in the appropriate mail slot designated for each Licensee. Licensees are required to collect their mail within thirty (30) days of its arrival. Any mail that remains unclaimed after thirty (30) days may be disposed of at the discretion of the Marina. Licensees who

anticipate being unable to retrieve their mail within this timeframe must notify Marina Management in advance to discuss potential exceptions and storage.

- B. **Package Reception:** The Marina office is not obligated to receive or manage packages for Licensees. Licensees are encouraged to have packages delivered to a local post office, private mail business, or their own homes or businesses.
- C. **Common Area Package Rack:** Packages delivered to the Marina by carriers will typically be placed on the package rack located in the clubhouse common area. The Marina assumes no liability for packages that are lost, stolen, or damaged after delivery or while stored in the common areas.
- D. **Package Pick-Up:** Licensees are required to retrieve their packages from the common area package rack within seven (7) days of delivery. Packages that remain unclaimed beyond this period, without prior notification from the Licensee to Marina Management, may be returned to the carrier or disposed of at the discretion of the Marina.

14. LIVING ABOARD:

- A. Licensees who intend to live-aboard their vessel must formally declare this intent by submitting a completed liveaboard/authorized person form to the Marina office. This form is available at the Marina office and on the Marina's website. Approval of liveaboard status constitutes a license to reside aboard the vessel and is at the sole discretion of Marina management. This license may be granted, denied, or revoked at any time, based on the criteria outlined below or for any reason deemed necessary by management.

By submitting a liveaboard form, the Licensee acknowledges and affirms that all matters related to their liveaboard status are governed by their existing license agreement and that no landlord-tenant relationship is established or implied. The Licensee further agrees that their occupancy is governed solely by the terms of this license and applicable Marina rules.

B. Criteria for Determining Liveaboard Status

Liveaboard status may be determined by the Marina based on any of the following conditions:

- B1.** The occupant resides or stays aboard the vessel in the slip for over eight days within any calendar month.
- B2.** The vessel receives first-class mail at the Marina, including statements, voter registration, or other official correspondence.
- B3.** The Marina manager or authorized personnel reasonably determine that the vessel is used as a primary address.

C. Failure to Report

If liveaboard status or changes to the individuals residing aboard are not reported as required, the Marina may, at its discretion, take one or more of the following actions:

- C1.** Establish the date when liveaboard status commenced and retroactively assess all applicable fees.
- C2.** Grant the vessel Licensee a specified period to either cease residing aboard the vessel or to complete the appropriate liveaboard/authorized person form.
- C3.** Declare the Licensee in default of the Slip License Agreement, which may result in penalties including, but not limited to, termination of the Slip License Agreement, revocation of liveaboard privileges, immediate disqualification from month-to-month rates, and reclassification of the Licensee as a transient, subject to applicable transient rates.
- C4.** Regulate or restrict access to the vessel and its associated slip, including issuing trespass notices to the Licensee and any associated parties as necessary.

D. Liveaboard Commitment and Billing Policy

Once a Licensee begins residing aboard their vessel, liveaboard status and fees are committed for a rolling 90-day period, regardless of temporary or seasonal absences. All Licensees who declare liveaboard status or are declared as liveaboards by management under the rules of Section 14 are automatically classified as permanent Liveaboards under this policy.

E. Permanent Liveaboard Status

Licensees classified under permanent liveaboard status agree to a rolling 90-day commitment, with liveaboard fees applied continuously. To discontinue liveaboard status or reduce the number of persons with liveaboard status, the Licensee must provide written notice to the Marina no fewer than 14 days prior to the conclusion of the current 90-day period. Notice must be delivered in person or via email to documents@kennedypointmarina.com. Reductions in the number of Liveaboard persons are only permitted at the end of a 90-day period; the Licensee is responsible for paying the full liveaboard fees for the 90-day period for each person. Failure to give notice results in automatic renewal of liveaboard status and applicable fees for another 90 days at the rate specified in the current rate sheet, with the count unchanged.

F. Temporary Liveaboard Status

Marina management may authorize temporary liveaboard status in writing at its sole discretion but grants it only in exceptional circumstances. Temporary status is reserved for rare, specific cases (e.g., extreme short-term needs) and is not intended for standard seasonal stays. Temporary liveaboards are subject to liveaboard fees as determined by management but are not subject to a rolling 90-day commitment. Management reserves the right to adjust, renew, or revoke temporary status at any time. Fees and length of stay will be outlined in the written agreement.

G. Adjustments to Count and 90-Day Reset

For permanent liveaboard status, if an additional person is added to the vessel:

- G1. Billing Adjustment:** The liveaboard fee for the additional person will be prorated based on the date of addition within the current month. No prorated refunds will apply for the removal of person(s).
- G2. 90-Day Reset:** The addition of any new person resets the 90-day commitment period for the Licensee as a whole, starting from the date of registration. All previously existing persons and the newly added person(s) are bound by a new 90-day period.

H. Special Cases and Management Discretion

The Marina may exercise discretion in accommodating Active Duty military personnel or other special cases. On a case-by-case basis, management may adjust status requirements, the 90-day commitment period, or fees. Any granted exceptions or modifications will be documented in writing and communicated to the Licensee.

I. Liability Disclaimer

The Marina and its management assume no responsibility or liability for decisions related to the approval, denial, or revocation of liveaboard status, provided such decisions are made in good faith and in accordance with the criteria outlined in this agreement. The Marina is not liable for any damages, losses, or claims arising from the enforcement of this clause, including the termination of slip license agreements due to non-compliance with liveaboard requirements.

J. Privacy and Data Protection

The Marina will manage all personal information collected through the liveaboard/authorized person form in compliance with applicable privacy laws and regulations. This information will be used solely for the purpose of managing liveaboard status and will not be disclosed to third parties without the consent of the individual, except as required by law.

K. Compliance with Local Laws

Section 14 is intended to comply with all applicable local, state, and federal laws and regulations. The Marina reserves the right to amend this section to ensure continued compliance with such laws.

15. VENDOR/CONTRACTOR POLICY:

To keep this Marina operating in a safe, clean, and professional manner, Vendors MUST comply with the following provisions and provide copies of:

- A. Current occupational license and city/state sales tax registration numbers.
- B. Current certificate of public liability insurance (minimum \$2,000,000): The Marina office shall be furnished with copies of such policies, which shall contain a provision that cancellation or reduction in coverage shall not be effective as to this Marina except upon 30 days advance written notice to Marina’s Office. The Marina must be listed on the policy as an additional insured.
- C. Current Workman’s Compensation Insurance Certificate: Vendors must provide a list of all authorized employees who will conduct work at the Marina on behalf of the company covered under this certificate and update the list as needed.
- D. Authorization to Repair: Unless scheduled by the customer with the Marina Office, a current letter of consent, repair order, or completed authorization to repair SIGNED and dated by the Licensee of record must be sent via email prior to boarding ANY boat. The Marina will reject any vendor who does not have this paperwork for the entire day.
- E. Vendor Agreement: A signed copy of the Vendor Agreement must be provided. The signature should be that of an authorized member of management for the vendor's company. This signed copy must be on file in the Marina Office before starting work in this Marina.
- F. Reporting In: Before starting any work, the Vendor must report to the marina office via email or phone to confirm the current status of the required documents, which will be noted in the Marina log. Vendors must specify the number of employees coming onto the property, and all must be on the authorized employee list.

16. NON-COMPLIANCE FEES:

The following fees may be assessed for non-compliance with Marina policies, rules, and regulations:

- A. Failure to maintain valid insurance: \$125 per month until resolved.
- B. Unauthorized use of utilities: \$75 per violation.
- C. Unauthorized Subleasing or Short-Term Rentals: \$150 per violation.
- D. Failure to update documentation or registration as requested: \$50 per month until resolved.

Payment of these fees does not absolve the Licensee of their obligations under the License Agreement. Non-compliance may still result in the termination of the License Agreement due to breach of terms, regardless of whether the associated fees have been paid.

Violating the above Rules and Regulations, or any subsequent modifications as may be posted by the Marina, will result in immediate suspension of Marina privileges. This includes but is not limited to, any actions by Licensees, crew, or guests that could injure another person, cause property damage, or harm the Marina. The Marina reserves the right to enforce its rights against the involved parties, which may include filing a maritime lien against the boat in question. Marina Management is the final authority that determines any violations of these rules and will act accordingly to protect the safety and integrity of the Marina.