

certificate evidencing such insurance with Catawba Mooring to be named as additional insured thereon. The Customer shall indemnify and hold harmless Catawba Moorings and their agents and employees from and against all claims, damages, losses and expense including attorney fees arising out of, and/or caused in whole or in part by any negligent act or omission on the part of the customer or anyone the customer is responsible for regardless of whether or not it is caused in part by Catawba Moorings.

41. **COMMERCIAL ENTERPRISES:** No solicitations nor commercial enterprises will be permitted in the marina without prior approval of management.
42. **PRIVATE CONTRACTORS:** For your protection and to minimize theft and vandalism, no Docker shall instruct any private contractor to enter the marina property without prior written approval of management. Any outside contractor's work that is approved will be subject to a 15% surcharge, excluding warranty work.
43. **FOR SALE SIGNS:** "For Sale" signs are prohibited on all boats other than Catawba Moorings Brokerage boats.
44. **ROAD SPEED:** Speed not to exceed 15 MPH on entrance drives, and 10 MPH on harbor and parking areas.
45. **TELEPHONE:** If an emergency telephone message is received, the office personnel will deliver the message to your dock. If the message is not an emergency, the message will be left in the office. Feel free to check in the office periodically if you are expecting a call.
46. **TERMINATION OF AGREEMENT:** If boat owner violates any of the terms and conditions contained in these Rules and Regulation or those posted in the marina office, Catawba Moorings, Inc. shall have the option to terminate the agreement upon a ten (10) day period or the marina reserves the right to remove the boat from water and charge all applicable fees at prevailing rates.
47. **MANAGEMENT** reserves the right to amend the Rules and Regulations without notice.

## SIGNATURE OF OWNER(S)

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Signature of owner indicates rules have been read and are accepted.



## CATAWBA MOORINGS RULES AND REGULATIONS

### DOCKAGE

1. **DOCKAGE CONTRACTS:** Dockage Contracts are not transferable. No dock is to be sub-rented. Agreements are with the boat owner and are for one season only. Agreements are valid only if signed by the Docker and the management. There will be absolutely no refunds after March 31st. Any change in ownership will require a new agreement. The facilities are available to the Docker and spouse, and the Docker's dependant children as listed on the back-side of the contract. This does not include grandparents, grandkids, cousins, neighbors, etc.
2. **JOINT OWNERS:** We require a fee on those boats that have more than one owner.
3. **SEASONAL RENTAL:** The Season is from April 1st through October 31st. All boats are to be removed from the water no later than October 31st. Restrooms, water and electric will be shut off at that time.
4. **GUEST DOCK:** Management reserves the right to assign a guest dock not being used by the assigned Docker. We request your cooperation in advising us when your dock is not being used. No overnight Guest Dockage without pre-registering with the office. A Docker cannot sublet their dock, nor let others use their dock while away from their dock.
5. **HARBOR CLEANLINESS:** No waste, cans, paper, debris or stones shall be thrown into the water. Please caution guests, particularly children.
6. **FISH CLEANING:** Fish cleaning is not permitted on any of the docks, in parking lots, picnic areas, or anywhere on the Catawba Moorings property. No disposal of fish remains on Catawba Moorings property.
7. **SWIMMING IN THE MARINA:** Swimming in the harbor is not permitted. It is very dangerous and against the law. Children unable to swim must wear a life preserver in harbor areas.
8. **GUESTS AND VISITORS:** Your guests and visitors are welcome. **Guests must be accompanied at all times by a member entitled to the facilities.** They should be informed of our rules and regulations. To avoid embarrassment, the management should be advised, in advance, if guests are to arrive and board a Docker's boat prior to owner's arrival. REMEMBER all dock renters are responsible for their own guests conduct. No tenant or guest will be permitted to cause a disturbance or annoy others. Loud and boisterous parties or conduct will not be tolerated.
9. **PARKING:** Those Dockers who rent any dock, other than a 50' dock, only one parking space is allowed on gravel area near dock. For those Dockers renting a 50' dock, two cars are allowed directly in front of the dock. All other vehicles must be parked in the designated areas by the two storage buildings. Bikes, mopeds, scooters and golf carts cannot be left in front of the boat when owner is not present.
10. **BOAT LENGTH:** Maximum length of boat shall not exceed length of the dock. No boat shall be moored so that any protrusion of the boat will exceed into or over main dock areas (i.e. bow pulpits, swim platforms, outboard engines).
11. **SECURING BOAT:** When securing your boat to the dock, do not tie to the uprights. Use tie rings provided. Good lines and proper knots are extra insurance. Management reserves the right to move a boat in any emergency situation.
12. **INFLATABLES, DINGHIES, WAVE RUNNERS, ETC.:** Inflatables, dinghies, wave runners, etc. must be kept between the bow of the boat and the shore or on the owner's boat. Please do not leave any floating devises tied to the back of the boat in the water or thrown up on shore



next to dock boxes. If your floating device doesn't fit on or in front of your boat, please contact the office regarding storage.

13. **RAMP:** The wave runner ramp at the north of property is to be used only by Catawba Mooring Dockers who have paid for the privilege. Please contact the office regarding fee.
14. **DOCK BOXES:** All dock boxes used at CMI must be of an approved size, style and color. No other boxes are permitted.
15. **BOARDING STEPS:** No boarding steps may be used on finger docks without the consent of the dock partner. No boarding steps may be bolted or screwed through the finger dock deck surface.
16. **CARPETING:** No carpet is allowed on docks nor dock stakes.
17. **WATER: Dockside water connections will be disconnected from the faucet when owner is not aboard his boat** to insure against leaks and possible damage to owner's boat.
18. **VACUUM BREAKERS:** Do not remove these breakers. It is a violation of the Ohio Health Department if the dock spigot does not have a Vacuum breaker. Please let us know if the vacuum breaker is leaking at your dock.
19. **ELECTRIC:** 50' slips have the capability of dual 30 amp or single 50 amp at each dock. If electric needs to be changed to accommodate a different boat or a dock move there will be a \$150.00 change-over fee.
20. **OUTDOOR COOKING:** No fires, including charcoal broilers are permitted on boats or docks in the harbor area. Please use the picnic area for all outdoor cooking. Open fires (ie campfires, bonfires) are not permitted.
21. **FUELING:** No fueling will be permitted at dockside. Failure to observe this safety precaution may result in immediate eviction.
22. **HALYARDS:** Halyards must be secured away from mast (Sail Boaters).

## CLUB/POOL/RESTROOM

23. **ALCOHOL CONSUMPTION:** All Dockers are members of the Greenview Yacht Club. Ohio Liquor Laws mandates that **members cannot bring their alcoholic beverage into the fenced area of the club premises/pool area, restroom facility or deck above the restroom facility.** Alcoholic beverages can be purchased in the club but cannot be taken outside of this area. We serve only those with proper ID who are age 21 years or older. We will not serve those who then serve minors. No alcoholic beverage will be sold or consumed on the club premise by a person who, in the opinion of the club management, appears to be intoxicated.
24. **CLUB AGE REQUIREMENTS:** No one under the age of 21 is allowed in the lounge/bar after 10:00 pm.
25. **SWIMMING POOL:** The swimming pool is an amenity which is available to the Catawba Moorings' Dockers. The pool rules are displayed at the south-end of the pool. As you enter the pool area, please review these rules. Guests using the pool must be accompanied by one adult member (Adult: 21 years or older). Guest should be introduced to the office and sign the "Guest List" before entering the pool.
26. **POOL AGE REQUIREMENTS:** State Law mandates that no one under the age of 14 is permitted to swim unless accompanied by an adult (Adult: 21 years or older).
27. **POOL SAFETY:** No running on deck, no horse play, no masks or floating devices, no glass or food and stay off the safety rope.
28. **POOL HOURS:** The pool hours are: 10:00 am to 8:30 pm daily.

29. **RESTROOM KEY CARD:** Restroom/shower key cards are available at the office. There will be a \$5.00 non-refundable key card charge. Only Dockers at CMI will be issued key cards. These key cards are not to be loaned to anyone other than your family or boat guests. No pebbles are to be used to keep the restroom doors ajar.

30. **CHILDREN SUPERVISION:** Children under 12 years of age should not be left unattended in the restroom area.

31. **SAFETY:** For the safety of you, your children and your guests, no bikes, mopeds, rollerblades, skateboards or scooters are allowed around the pier docks, the office, parking lot and especially around the hoisting area and storage buildings. Forklift drivers have restricted visibility and are unable to stop quickly. The responsibility and liability we incur while you, your children and your guests are on our property demands we operate in a conservative manner.

32. **GOLF CARTS:** Golf carts must park in parking spots designated for your car parking. Do not park in front of the fence of the pool or in front of the restroom doors. Golf carts can only be on the pier while boater is present. A charge will be associated with having a gulf cart on our property.

33. **NO SMOKING:** Absolutely no smoking in the restrooms, gameroom, laundry room, exercise room, poolside, deck and clubhouse.

## GENERAL

34. **MISCONDUCT:** Any improper behavior/abusive conduct on the premises of the Catawba Moorings will not be tolerated. NO EXCEPTIONS. Violation of rule will be cause for immediate termination of dockage agreement.

35. **MUSIC:** Music played on Catawba Moorings' property that can be heard outside the perimeter of your car or boat will not be tolerated.

36. **GARBAGE:** Garbage must be well wrapped in paper for disposal. No loose garbage or waste permitted. The use of plastic bags is appreciated. Do not dispose of boat garbage at the gas dock or restrooms. Dumpsters are provided at the end of both piers for your garbage.

37. **DOGS: All dogs are to be kept on a leash and it is the responsibility of the owner to insure that all stool deposits are cleaned immediately.** Carry a papertowel and plastic bag for your animals' waste. DO NOT deposit stool or animal waste into the lake. **Absolutely no pets in restrooms, clubhouse or gated pool area.** Dogs will not be left aboard or tied unattended.

38. **CAMPERS:** House trailers and campers are prohibited in the marina area. No sleeping will be permitted in any vehicle. Parking of trailers or recreational vehicles is not permitted on piers at any time.

39. **WAVE RUNNER & BOAT TRAILERS:** Parking of trailers on any pier is prohibited. Storage for trailers can be made with the management.

40. **INSURANCE:** Catawba Moorings shall not be responsible for nor have any liability whatsoever for any loss, damage, personal injury or loss of life or property in connection with: (a) the facility premises or the use of the storage space. (b) Owner's vessel, motor, cradle or accessories, including dock box, fenders, lines and associated equipment or (c) any loss due to fire, theft, vandalism, collision, facility equipment failure, windstorm, rain, tornado, or any other casualty loss or act of God or terrorism. **The Owner agrees to cover all the aforesaid risks by appropriate insurance on the boat and related personal property without subrogation against Catawba Moorings. The Owner agrees to provide Catawba Moorings a current**