

## **LMNRA GUEST SERVICES, LLC**

## **MOORAGE HOUSE RULES**

1. Moorage customers of <b>LMNRA Guest Services</b> , <b>LLC</b> (the " <u>Marina</u> ") agree to abide by all local, county, state, federal and maritime laws, the parks and recreation rules and regulations and these Moorage House Rules, including regulations concerning proper safety equipment, personal conduct, and wakeless speed in and around the Marina.
2. Moorage customers will abide by and conform to Lake Mead National Recreation Area Superintendent's Compendium. The Superintendent's Compendium is up dated regularly and the moorage customer is responsible for reviewing this compendium regularly.
3. Moorage customers are responsible for compliance with all laws, rules and regulations by their guests, family members, invitees, or any other persons at the Marina on the customers' account.
4. No gas barbeques or any open flames are allowed in or around slips, loading, and unloading areas or within 50 feet of a fuel dock. Gas or open flame barbeques are only allowed in designated areas. The marina staff can provide this information.
5. Other than the fuel in the tanks of the Boat subject to an applicable moorage agreement and these Moorage House Rules (the "Boat"), no fuel, combustibles or other flammables may be stored or contained on any boat or other vessel or, where applicable, in dock boxes. Self-fueling of boats is prohibited in or around the Marina property. Fueling of boats is only permitted at a certified fueling station as outlined in 33 CFR SS 156.120.
6. All trash and recyclable materials should be placed in proper receptacles and not left on or around the dock or other Marina property.
7. Due to the restrictions of the Marina's garbage collections agency, the only item to be disposed of is household waste. There is to be no disposal of other items, such as construction materials, paint, oils, wood, indoor or outdoor furniture, mattresses, barbecue equipment, fixtures, carpet or universal waste including but not limited to batteries, pesticides and mercury-containing equipment.
8. All dock carts should be immediately returned to the cart area after use.
9. No personal dock or storage boxes are allowed on the docks. When applicable and in some cases, dock boxes are provided by the Marina for small, personal items. No personal effects or other items should be left on the dock, head walk, walkways, surrounding areas or other boats, including but not limited to, boat covers, sail boats, personal watercrafts and dollies.
10. When stairs are required, only those approved in writing by the Marina may be used.
11. Nothing may be attached to the dock or any structure around the Marina property and no modifications may be made thereto, including but not limited to tires, antennas and fenders, without first submitting detailed plans in writing to the Marina for approval by authorized Marina personnel, which approval may be withheld in the Marina's sole and absolute discretion.
12. No part of the Boat or its extensions or attachments may extend beyond the confines of the tie down area or other space provided under the moorage agreement.



13. No major repairs or repairs that create dust or debris may be done on the water or around the marina property. This includes oil changes, painting, or fiberglass work.
14. Any dumping or other improper disposition of sewage, gas, batteries, oil or other materials, the disposition of which is subject to environmental laws, rules and regulations is prohibited and will be grounds for immediate termination of your moorage agreement and any other agreement you have with the Marina. Law enforcement authorities and federal, state and/or local park authorities, including National Park Service rangers, if applicable, will be notified of environmental contamination and related violations. You will also be held responsible for all costs related to environmental cleanup and remediation. Only biodegradable materials and approved cleaning agents should be used in or around the Marina property. A list of approved cleaning agents is available in the Marina's main offices. Spray painting, fiberglass work, mechanical repairs or use of any chemicals around the marina are prohibited. Holding tank chemicals must be formaldehyde free.
15. All pets must be on a leash at all times anywhere in or around the Marina property and surrounding areas. Pet owners are responsible for cleanup for their pets in all such locations. Pets should be taken to shore regularly, and their waste shall not be disposed of in the water.
16. Unless specifically provided by the Marina through appropriate signage or other clear and visible indication, there is absolutely no fishing, swimming, or diving from the dock, launch area, slips or other Marina facilities.
17. Open containers of alcohol are not allowed on the dock or around the Marina facilities.
18. To the extent a shuttle boat is in operation, absolutely no gasoline, combustibles or any other flammables may be transported on such boat.
19. Generators may only be used between the hours of 10:00 a.m. and 8:00 p.m. unless otherwise approved by the Marina.
20. Quiet hours are to be observed in and around the Marina property between the hours of 10 p.m. and 7 a.m.
21. The Boat must be properly secured in the space provided at all times. Minimum [1/2"] lines must be used for all boats [22'] and under. Minimum [5/8"] lines must be used for all boats over [22']. All mooring lines must be nylon rope or its equivalent, and in good condition at all times. Mooring lines deemed insufficient by the Marina in its sole discretion will be replaced at the moorage customer's expense. Boats shall not be tied to light standards, fire extinguisher stands, or any other fixture or item not specifically designated for securing boats. If the Boat needs to be secured by the Marina, an hourly charge plus the price of new lines shall be assessed and the Marina shall be indemnified, released, and held harmless for any loss or damage arising from such service.
22. Mooring snubbers, locking carabineers, fenders and/or bumpers are required when necessary to keep the Boat away from, and protect, slips, other dock structures and other boats. For boats in slips, the boat shall be secured with a minimum number of lines required for the boat to be centered at all times within the slip.
23. Dock lines shall be of adequate size for the Boat and shall be replaced when worn. Dock line tails must be coiled at all times.
24. Only boats on buoys will be allowed side ties during the summer months and will be subject to assessment for applicable fees and charges.
25. To the extent applicable, all boats must be equipped with a working automatic bilge pump and pads.



26. Moorage customers must keep the Marina advised of all current information, including but not limited to phone numbers, addresses, boat descriptions and applicable vessel registration numbers.
27. Subleasing of slips or any other space provided under the applicable moorage agreement is not permitted. Unless otherwise provided in writing by the Marina, only the Boat is permitted to occupy such space. Unauthorized boats will be removed from such space and will be stored at the moorage customer's expense.
28. The Marina must approve new boats <u>before</u> arrival to evaluate such factors as type, size, pump overboard capabilities and when applicable, shore power requirements. The Marina reserves the right to refuse mooring of boats for any reason, including but not limited to, the size or construction of the boat.
29. Moorage customers must notify the Marina in writing any time a boat subject to an applicable moorage agreement is being removed from the Marina property for an extended period of time; for example, if such boat is being taken from the Marina property for extended use at other locations or for repairs.
30. The Marina must be notified in writing of any persons authorized by the moorage customer to board such customer's boat for any reason or if there is any activity relating to the space leased under the applicable moorage agreement. Moorage customers are responsible for providing access through any Marina gates of other secure locations to their guests. The Marina reserves the right to question the purpose and intent of anyone transporting tools, equipment, or repair supplies in or around the Marina property and refuse marina access thereto. To the extent required by the National Park Service or any other authority, including the Marina, any person working on the Boat must have a Commercial Use Authorization (CUA) or other approvation file with the relevant authorities, appropriate insurance coverage and evidence thereof.
31. Vehicles and boat trailers may park only in designated parking areas. Unless otherwise approved by the Marina the parking period shall not exceed seven (7) days. In cases where it is required, the customer must obtain a valid parking pass. The Marina disclaims any and all liability for vehicles parked in Marina parking lots, including damage to, theft of or theft from such vehicles.
32. Vehicle washing, and maintenance are prohibited in the Marina parking lots.
33. Any areas marked for loading or unloading are not to be used for parking and the vehicle must be accompanied by a driver at all times.
34. Fish cleaning is permitted only in those areas clearly designated for such purpose.
35. Only foot traffic is permitted around the marina unless a special need exists, which need must be disclosed to the Marina as soon as reasonably practicable upon entering the Marina property.
36. Horseplay is also prohibited on the docks and surrounding Marina property.
37. Appropriate footwear should be worn at all times.
38. Children under twelve (12) years of age are not permitted on the docks or around Marina property without a parent, guardian, or responsible adult in attendance. The Marina's Personal Flotation Device Policy must be complied with at all times.
39. The Boat may not be used as a time-share, or otherwise sublet, rented, or similarly occupied without the knowledge and approval of the Marina.



40. For moorage purposes, boat measurement shall be the Boat's length overall, measuring between the farthest two points and including all extensions and attachments. When moorage is to a buoy the length stated on the Boat registration will be used.
41. There shall be no obscene language or profanity in or around the Marina property, which shall include all signs and boat names.
42. Bilge socks are required where applicable.
43. Moorage customers must purchase and keep effective any and all boat use passes, and permits required by the Marina and other authorities, including the National Park Service, ifapplicable.
44. No commercial activity may be conducted in or around the Marina property. This prohibition includes but is not limited to commercial filming or the showing of boats for sale, except for personal boats being sold by individual moorage customers. Moorage customers must accompany prospective buyers through the Marina. Property and boats may not be shown for sale by brokers unless they possess a CUA. Secondary parties or anyone other than the moorage customer or approved brokers are prohibited from showing property and boats at the Marina. No "for sale" signs are permitted on boats in the marina.
45. Any vessel sold that is requesting to remain at the Marina thereafter is subject to the completion of a survey before a new moorage agreement will be executed. All vessels removed from the Marina for extensive repairs must have a survey completed before returning to the Marina.
46. Docking of any kind in or around the Marina property overnight requires special approval from the Marina.
47. Living aboard the boat is not permitted. Refer to the Lake Mead National Recreation Area Superintendent's Compendium for regulations on length of stay in the park, occupancy of a vessel while in the park. Specifically, the boat may not be occupied for more than 15 consecutive dates in a 30-date period or more than 120 dates in any 365-day period.
48. For reasons of safety, vessels moored in the marina must comply with all applicable NFPA 303 7.1 "Wet Storage and Berthing" codes. For a list of these please contact the marina staff.
49. For reasons of safety all cords, hoses, and lines (collectively, "Cords") must be of an approved type. Unless otherwise permitted by the Marina, no Cords from the boat to the dock are to be left unattended at any time and must be removed from the dock and other Marina property at night. Cords must be situated at all times to prevent a trip hazard to others and shall never run across walkways.
50. No fireworks are allowed in or around the Marina property.
51. No advertising or soliciting of any kind is allowed in or around the Marina property, including on boats located within such property, except at approved kiosks controlled by the Marina. The content of such advertisements or solicitations is subject in all cases to the approval of the Marina.
52. If the moorage customer, or such customer's guests, family members, invitees, crew members or any other persons at the Marina on the customers' account violate these Moorage House Rules or the terms of the moorage agreement, or engage in disorderly conduct or conduct that creates a threat or injury to persons, property or the reputation of the Marina, or otherwise interferes in any way with the quiet enjoyment of the Marina facilities, then the Marina may terminate the moorage agreement and any and all of such customer's moorage privileges, and may immediately cause the removal of the Boat at such customer's sole risk and expense.
53. Safety and security are everyone's responsibility; moorage customers shall work together to protect their property.

## YOUR ADHERENCE TO THESE RULES WILL PROVIDE A SAFER AND MORE ENJOYABLE MARINA EXPERIENCE.

## I HAVE READ AND HEREBY AGREE TO COMPLY WITH THESE MOORAGE HOUSE RULES:

Signature: _	
Print Name:	
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Space No	
Date:	