

# North Shore Association Marina Regulations

This is a summary of the basic rules and regulations for the use of the North Shore Association Community Marina property. A complete set of rules and regulations is available from the Pier Chairman or the North Shore Board of Governors.

## Administration

1. The pier chairman, via authority of the North Shore Board of Directors, has the responsibility and authority to supervise, assign, exchange, transfer and terminate slip rentals.
2. The pier chairman, via authority of the North Shore Board of Directors, has the responsibility and authority for the operation and maintenance of the pier and adjacent facilities which constitute the Marina.
3. The pier chairman will be assisted in the fulfillment of his/her duties by the pier committee which will consist of interested current slip renters.
4. Current slip assignments, the slip transfer list, and the slip waiting list will be published annually and will be available through the North Shore Association website.
5. Blatant disregard for marina rules is cause for slip revocation. Ten (10) days written notice will be provided to the slip holder.

## Dispute Process

1. Slip holders may submit a written notice of dispute to the Pier Chairman within five (5) business days of the action in dispute.
2. The pier chairman will have five (5) business days to submit recommendations for the resolution of the dispute to the Board of Directors.
3. The Board of Directors will have five (5) business days to rule on the dispute.

## Eligibility

1. Homeowners or lessees desiring a slip rental must reside in North Shore and have their association dues paid in full and be in good standing with the community.
2. One vessel per resident household shall be eligible for dockage.
3. Residents who do not have their own personal pier which can accommodate their vessel will be given priority.
4. Proof of ownership, in the form of an authorized lease or bill of sale, or proof of Federal or state registration is required to be submitted on an annual basis upon acceptance of the slip rental agreement.
5. Commercial vessels are not eligible for slip assignment.
6. The size and draft of a boat determine which slips an owner could be assigned.

## Fees

1. Slip rentals will be at the current per foot rate. This rate will be based on the length of the boat, with the length of the boat to include bow pulpits and swim platforms.

2. The pier chairman reserves the right to measure the length of a boat at any time. **Slip**

#### **Rental Applications**

1. Slip applications are available on line or through a request to the pier chairman.
2. Complete your application and submit to the pier chairman along with applicable non-refundable application fees, made out to North Shore Association.
3. The initial non-refundable application fee is \$50 dollars.
4. Slip renewals are not subject to application fees.
5. Slips are assigned on a first come-first served basis.
6. Your application will become official on the date it is received by the pier chairman. Thereafter, when a slip becomes available, you will be called when your name reaches the top of the list. You do not have to accept a slip assignment when offered, and you will be able to maintain your position on the list until such time as when you accept a slip or request that your name be removed from the list.
7. When a slip is offered, you will have 10(days) to accept or reject the slip, and make payment in full. Failure to respond within 10 days will be considered a rejection, and the slip will be offered to the next person in line.
8. Payment in full must be received, along with the completed and signed rental agreement for the agreement to take effect.
9. Slips must be occupied within six months of assignment or the assignment may be revoked, unless a leave of absence is granted.

#### **Slip Transfer Requests**

1. If you are currently assigned a slip and wish to move to another slip, send your signed and dated written request to the pier chairman. Include in your request the dock size you require.
2. If you have a specific location in mind, please identify that location. Your application will become official on the date it is received by the pier chairman. When a slip fitting your requirements becomes available, you will be notified by the pier chairman.
3. Slip transfer assignments will occur prior to waiting list assignments.
4. There will be no charge for slip transfer requests.
5. Slip adequacy will be determined at the beginning of each year at the discretion of the pier chairman.

#### **Annual Renewal Procedures**

1. Each winter, slip holders with the same boat who are in good standing, and who, in the previous season occupied a slip to which no one else has a legitimate claim, will be given the opportunity to lease the slip for the impending season.
2. The slip holder can exercise his/her right to first refusal to the slip by completing the slip rental agreement and submitting this document, along with the appropriate fee, by the deadline published in the agreement.
3. Payment of the slip rental fee grants the lessee the right to annually lease the slip.
4. If the right of first refusal is surrendered, he/she is also surrendering the right to any slip unless another one becomes vacant and he/she is next on the waiting or transfer list.
5. Renewal notices will be mailed in March. Invoices are payable upon receipt.
6. Slip rental is for a period of one year, from March 1 through February 28.

7. If payment and the slip rental agreement are not received by May 1, slips will be reassigned without further notice.

### **Leave of Absence Procedures**

1. If a slip holder wishes to surrender the slip for one season, the pier chairman must be notified in writing.
2. The slip holder is still liable for the slip rental fee, in the event a “temporary user” cannot be located.
3. The slip holder retains the right of first refusal for the next season.
4. Temporary users must be residents of North Shore who are in good standing and have all dues paid in full.

### **Temporary Dockage of Additional Vessels**

1. As previously stated, one vessel per resident household shall be eligible for dockage.
2. Slip rental for temporary dockage of additional vessels may be granted with the written permission of the pier chairman, if space is available.
3. Requests for temporary dockage must be submitted in writing to the pier chairman.
4. Temporary dockage will be granted for the current season only and will be charged the full slip fee on the additional slip.
5. Temporary dockage may be revoked with 30 days written notice to the renter.
6. Refunds will be prorated on a monthly basis.

### **Winter storage**

1. Residents who are not slip holders, may, at the discretion of the pier chairman, wet store vessels at the marina on a short term basis.
2. All requests must be submitted in writing.
3. Previously detailed eligibility requirements, application procedures and fees will apply.

### **Standards**

1. Proposed alterations to a slip by the occupant for their convenience must be approved in writing by the pier chairman prior to any alterations being made. Occupants will bear the full cost of such alterations.
2. When vacating the altered slip, upon request of the pier chairman, the slip will be returned to its original state.
3. Any agreements between slip occupants to swap assigned slips must be submitted in writing and signed by the parties involved for the pier chairman’s approval.
4. All slip renters will provide reasonable and proper maintenance as is necessary to ensure the seaworthiness of the vessel
5. Boats in slips may not overhang the dock or impede traffic.
6. Any boat at the marina must have a current state registration sticker or documentation, if required by law to operate on state waters.
7. No boat that is inoperable may be left at the marina for more than 30 days.
8. No slips can be sublet.
9. Do not park vehicles where they block access to boats.
10. No dock boxes are permitted.

11. No open fires, including gas and charcoal grills are allowed on the boats or docks.
12. Fishing and crabbing from the pier is only permitted when conducted in such a manner so as not to interfere with slip occupants, the boats, or the general use of the marina.
13. No commercial enterprises may be operated from the marina.
14. All trash is to be removed from the facility.

**Safety**

1. No running, jumping, pushing or horseplay in the marina area.
2. No swimming or ice skating. Hull maintenance is permitted.
3. Children under 12 must be accompanied by an adult.
4. No obstructions, such as tools, lines, water hoses, electrical cords, etc. may be left on the pier when not in use.
5. The pier chairman reserves the right to board a boat at any time to ensure that the boat does not present a hazard to other boats or the marina.
6. Boats that are not seaworthy or are a hazard may be removed immediately upon approval of the Board of Directors, at the expense of the boat owner.

**Environment**

1. You are responsible for your wake.
2. All hazardous waste, such as oil, gas, polluting solutions and batteries should receive proper disposal.
3. Overboard discharge of sanitary or holding tanks is prohibited.
4. Do not dispose of fish or crabbing debris into the water.

**Responsibilities**

1. The slip renter is responsible for the conduct and safety of his/her guests.
2. The repair or the cost of repair of any damage to the marina facilities is the responsibility of the property owner who created the damage.
3. NSA is not responsible for any stolen or damaged property at the marina.