



SHELTER ISLAND MARINA  
AT THE ISLAND PALMS HOTEL

***Shelter Island Marina***  
**RULES AND REGULATIONS**

**Note:** These Rules and Regulations are for the benefit all of all those who maintain a boat at the Marina. Boat owners are requested to notify the Marina of any unsafe or hazardous conditions that come to their attention.

1. **Water/Power Lines.** Water, telephone, cable or power lines shall not cross main head walks.
2. **Safe Mooring.** All boats shall be moored in a safe manner.
3. **Vessel Inspections.** The Marina reserves the right to inspect all boats to determine if they are properly identified and equipped for safe operation in accordance with Coast Guard Regulations and other applicable regulations.
4. **Fishing/Swimming.** Fishing or swimming from Marina premises shall not be permitted.
5. **Bicycles/Skates, Etc.** No person shall roller skate, roller blade, skateboard, ride bicycles or motorcycles on the docks or gangways located at the Marina or on the Hotel property.
6. **Projections Beyond End of Berth.** The maximum distance by which any boat (including alt extensions such as swim steps, booms, bait tanks, etc.) may project beyond the end of the berth into the waterway shall be 3 feet. No part of the boat shall extend over the main head walk.
7. **Electrical Connections.** In accordance with the National Electrical Code, Article 555, all connections made to the Marina receptacles shall be UL, approved weatherproof, ground fault interceptor, three wire, grounded type. Wiring must be of adequate size for the power provided. Cords may not be affixed to the docks.
8. **Children.** Children under 12 years are not permitted on floats without the immediate presence of their parents or other responsible adults. Non-swimmers or toddlers are requested to wear life jackets when on the docks or boat decks. Children under 18 must have adult supervision while on the Marina docks.
9. **Notification of Unsafe Conditions.** Tenants shall promptly notify Marina of any unsafe or hazardous condition that comes to their attention.

10. **Hazardous Activities/Barbecues.** All high-risk fire hazards, i.e., refueling boats at dock side, storing flammable material in dock boxes, or on docks, etc. is strictly prohibited. Barbecues are strictly prohibited on all dock areas. Use of charcoal barbecues is not allowed within Marina or on vessels.
11. **Discharges from Vessels/Disposal of Liquids.** No tenant shall throw, discharge or deposit from any boat or float any refuse matter, oil, spirits, inflammable liquid, oily bilges in to the water or Marina premises. It is required that vessels with automatic bilge pumps shall be maintained in such a manner as to prevent the discharge of contaminants overboard. Marina prohibits the use of detergents and emulsifiers on fuel or oil spills. Marina requires tenants to use oil-absorbing materials in the boat bilge. The Owner of the vessel must clean up any chemical or oil spills immediately and report the spill to authorities and Marina. Marina prohibits open containers of paints or any other maintenance supplies on the docks.
12. **Use of Chlorinators.** Use of boat toilets not equipped with chlorinators or effluent treatment or storage devices shall not be permitted within the Marina. The Marina reserves the right to inspect all boats for installation and proper operation of such devices.
13. **Laundry.** There shall be no laundering or drying of wearing apparel or towels on deck or rigging at the Marina. Washers and dryers are available in the laundry room facilities near the Marina Office.
14. **Noise.** Except for entering or leaving the slip, main engines, power-generation equipment, or other noise-making machinery shall not be operated between the hours of 5:00 p.m. and 9:00 a.m. without prior permission from Marina. Halyards shall be secured to eliminate noise.
15. **Engine Operation.** Engines may not be operated in gear while boats are secured to dock. Unnecessary operation of engines in the slip shall not be permitted.
16. **Speed Limit.** The speed limit within Marina is steerage only, with no wakes and not greater than 5 knots.
17. **Improper Vessel Handling.** Improper or unsafe boat handling shall be just cause for immediate termination of the Owner's Maritime Wharfage Contract.
18. **Use of Floats.** The use of docks/floats to store or place supplies, materials, accessories, or gear of any kind shall not be permitted within the Marina except in the dock boxes provided.
19. **Boarding Steps.** Temporary, removable, non-affixed, non-secured dock steps used for ingress to and egress from a vessel shall not be wider than one-half (½) of the width of the finger to which the Vessel is moored, and no more than three feet in length. The steps must be of a light weight construction and approved in advance by the Marina. The steps

may not be used as a storage locker.

20. **Vessel Repairs.** Apart from work accomplished wholly below decks, no rebuilding, hull painting, sander use, spray gun use, overhauls or other refurbishment efforts are permitted. However, normal and customary maintenance shall be permitted.
21. **Damage to Marina Property.** Each tenant will be held responsible for any damage to the Marina premises and/or structures caused by tenants, his guests, agents and/or employees.
22. **Repair of Damages Caused by Owner.** Such damage will be repaired or corrected solely by the Marina at the expense of the tenant.
23. **Offensive or Harmful Conduct.** Disorder, depredations or indecorous conduct by tenant or his visitors that might injure a person, disturb other berth tenants, cause damage to the property or harm the reputation of the Marina shall be just cause for immediate termination of the Vessel Owner's Maritime Wharfage Contract.
24. **Solicitations.** It shall be unlawful for any unauthorized person to solicit business or offer for sale goods, wares, merchandise or services, or solicit orders for such sales on the premises of the Marina.
25. **Posting of Signs.** Unauthorized advertising signs, for sale signs or notices are prohibited aboard any boat in the Marina or on Marina premises.
26. **Commercial Use of Vessel.** Use of any boat moored at the Marina for commercial purposes is not permitted without the prior written approval of the Marina.
27. **Responsibility for Damages.** The Marina is not responsible for any losses on or damage to boats at the Marina. Each tenant will be held responsible for damage which he and/or his boat may cause to other boats or structures in the Marina.
28. **Small Boat Storage.** Sabots, inflatable's, kayaks, canoes and dinghies must be stored on the Vessel or in the slip water space, or in an assigned Marina storage rack and may not be stored on the docks. Only one small boat is allowed in the slip space provided that it does not protrude beyond the confines of the slip. None of these types of small boats may be launched from Marina docks unless the Owner of such boat(s) is entitled as a party to a current and valid Maritime Wharfage Contract to use the Marina's dock space.
29. **Amendment of Rules/Statutes/Regulations.** The Harbor Ordinances, Marina Rules and Regulations set forth herein and as they may be amended from time to time and all other regulations established by regulatory bodies having jurisdiction shall form a part of the Contract of Private Wharfage as though printed herein.
30. **Antennas.** No television antenna or satellite dish may be installed on the exterior of vessels at the Marina or at any location on Marina property.

31. **Unauthorized Moorage.** No boat may be moored at Marina unless a current Maritime Wharfage Contract is in effect between the Owner of sail boat and the Marina.
32. **Use of Approved Equipment/Alterations to Docks & Premises.** All equipment used on floats by tenants (dock wheels, boarding ladders, etc.) must be of a type approved by Marina. Boat Owners may not install additional dock lockers, fenders, bumpers, rub rails, rollers or in any way make alterations to the dock and fingers. All installations must be approved by the Marina on an individual basis. All installations on the floats shall be installed by Marina Personnel. Cost of such additional installations will be charged to the slip tenant.
33. **Transfer of Interest in Vessel.** When a slip tenant sells or otherwise transfers his interest in his boat, he may, upon prior approval of the Marina, continue renting the slip providing he obtains another boat of appropriate size and condition within 30 days. Failure to do so, or otherwise make arrangements with the Marina, will result in the cancellation of Owners Boat Berthing Agreement.
34. **Parking.** Owners and their guests are to park in the public parking area across the street from Marina or on the street in front of hotel. There is no Marina parking on hotel property.
35. **Maintenance of Slip and Surrounding Environs.** Owner agrees to maintain the Slip, the walks, floats, ramps, gangways and docks in, about and surrounding the Slip in a neat, clean and unobstructed condition at all times. Should it become necessary for Marina to maintain the area in said condition, it will be done at Owner expense.
36. **Disposal of Refuse.** Owner shall not deposit into any garbage can or other receptacle located on Marina property any of the following: (1) paint, varnish, thinner, non-edible oil or other flammable or hazardous materials; (2) vessel parts, including but not limited to engine machinery parts, interior parts, fastenings or upholstery; or (3) any item weighing in excess of 20 pounds.
37. **Pets.** No pets are permitted on the premises, except for direct transit between Vessel and owner's vehicle. All pets shall be on a leash or in a cage during transit. Owner shall endeavor to prevent pets from defecating or urinating on Marina or Hotel premises. If pet fouls the premises despite the owner's efforts to prevent it, owner shall immediately clean the area and properly dispose of waste. Marina shall be the sole judge of whether owner's efforts to control animals and pets are adequate. Animals may not be left unattended aboard Owner's vessel.
38. **Living Aboard.** In the absence of the written permission of the Marina, living aboard the Vessel by the Owner or any other person is strictly prohibited. Periods in excess of 48 hours in any seven day period, or 7 consecutive days within a 30 day period, or an aggregate period of 90 days within any one year period, shall be regarded as "living aboard," and shall constitute a fundamental breach of this Agreement. In such event, this Agreement shall terminate automatically, without notice, the Vessel will be regarded as a

trespasser with current transient wharfage rates imposed, and the Owner shall immediately remove the vessel from the Marina's premises. If the Marina permits living aboard the Owner will be required to execute a separate Live Aboard Agreement and to pay an associated fee which may be changed in the same manner specified for changes in wharfage rates.

39. **Hose - Nozzles.** Automatic shut-off nozzles must be attached to hoses in order to conserve water.
40. **Working on Vessel.** Apart from ordinary maintenance, no work involving the Vessel may be accomplished while at the dock or otherwise on Marina property. Prohibited work includes, but is not limited to: hull painting, heavy sanding, use of paint remover, spray guns, or the burning of paint on the topsides or above the decks. Work of any kind aboard the Vessel, including routine maintenance (as limited above) to be undertaken by other than Owner, must be approved in advance of such work, in writing, by the Marina. Contractors hired by Owner to work on the Vessel must be approved by the Marina prior to the commencement of such work, and each such contractor must maintain and provide proof of liability insurance in an amount of at least \$500,000, and workman's compensation for employees. Owner further agrees to comply with all posted rules and regulations of the Marina and/or all other governmental entities insofar as such rules and regulations pertain to mooring, berthing and other uses of facilities and waters in the San Diego, California area.
41. **Flammable Materials and Use of Dock Boxes.** Neither Owner nor anyone acting on his/her behalf shall burn paint or use flammable materials without the prior written consent of the Marina. Owner agrees not to store any flammable materials in the dock box. The Marina assumes no responsibility for the protection or safety of Owner's possession, including but not limited to, belongings kept by Owner in a dock box.
42. **Fishing and Fish Cleaning.** Fishing is not allowed in the Marina under any circumstances from boats or docks. No fish cleaning is permitted on the docks or in the slips.
43. **Articles Left in Storage Locker.** The Marina is not responsible for any article remaining in Owner's storage locker once Owner has moved his/her Vessel or abandoned his/her Vessel. Owner further agrees that the Marina, in its exclusive discretion, may remove and dispose of any such articles left behind in which case all proceeds derived from such disposal, if any, shall become the sole property of the Marina.
44. **Noise and Conduct.** Owner shall not make or allow any disturbing noises on the docks or anywhere on the premises, with particular emphasis between the hours of 10:00 p.m. and 7:00 a.m., either by Owner or his/her family or guests, nor shall Owner permit such persons to engage in any conduct which will interfere with the rights, comforts or convenience of others. The activities and conduct of Owner and/or Owner's family while on the Marina's property must be reasonable at all times. Owner assumes full responsibility for his/her guests' conduct and agrees to be held jointly and severally liable for all consequences of his/her guests actions or misconduct. Owners are not permitted to

have parties on the dock without prior consent of the Marina.

45. **Storage of Equipment.** Owner shall not store or leave any items on the floats, docks, fingers or landings, including plants, bicycles, dinghies and other items. Bicycles must be stored on the Vessel and not on the Marina docks or the Hotel Property.
46. **Shoes.** Because of necessity docks continually move, all those entering onto the docks are admonished to wear deck shoes, athletic shoes or similar footwear, rather than footwear with smooth or comparatively slippery bottoms. High heel and similar shoes in particular should not be worn while on any part of the docks.
47. **Dock Boxes.** The Marina may, but is not required to, provide a dock box for use by the Owner. Vessel Owners may not modify or otherwise alter any dock box provided without the Marina's advance written permission. If the Marina elects to provide a dock box, it reserves the right, without adjustment of wharfage fees or other consideration, to remove a dock box at any time or to restrict its use in any manner. In no event shall the Owner cause or allow any substance to be located in a dock box if it would be unlawful to discharge such substance into the water. Vessel Owners shall indemnify, protect and defend the Marina from and against all actual or potential claims, fines, damages, injury or other harm arising from or relating in any way to the storage of anything or substance in their dock boxes. Prohibited substances which may not be stored or located in a dock box include, but are *not limited to*: paint, varnish, oil and other lubricants, gasoline, diesel fuel, bunkers or any other type of fuel, resins, epoxies, alcohol, antifreeze, grease, pesticides, non-biodegradable detergents, thinners, solvents, kerosene, propane and other combustible gas, mineral spirits, and items that are designed to store or deliver an electrical charge, such as batteries and battery chargers.

Vessel Owners are required to keep dock boxes locked, with a combination lock, at all times when not in use. Vessel Owners may not permit others to use their assigned dock box, if one is provided. If a dock box is provided and a Vessel Owner wishes to store permissible items in it, he or she must *first provide the Marina with the combination, and any new combination if the lock is changed.* The Marina reserves the right to inspect dock boxes at any time. If a dock box is locked and a combination is not provided to the Marina, it may, without notice or liability to the Owner (and without waiving or limiting other remedies), cut the lock and replace it with another lock, and/or require the Owner to immediately remove all items from the dock box. In such event, Owner shall indemnify the Marina from and against all actual or potential liability arising from or related in any way to the removal of such lock and replacement with another lock. The Marina reserves the right in cases of fire or other emergency, and without liability to Vessel Owners, to cut any lock on a dock box, even if the combination has been provided. The Marina assumes no responsibility for the protection or safety of Owner's possessions, including but not limited to, belongings kept by Owner in a dock box." The provisions of this Rule supersede and control over any and all inconsistent or contrary provisions.

48. **Duty to Reimburse Marina for Fines/Liabilities Resulting From Wharfage Contract Breach.** In the event a fine, levy, assessment or other liability is imposed by any state, federal or local governmental agency on the Marina as a result of or relating to a failure

of a Vessel Owner to comply with Rules and Regulations or other terms of the Wharfage Contract, such Vessel Owner shall, within seven (7) calendar days following the Marina's written demand, reimburse it for all such expenses, plus, to assist in offsetting administrative expenses, an additional twenty five percent (25%) above the total of such fines, levies, assessments or other governmentally imposed liability.

49. **Use of Hotel Rooms and Room Discounts.** Discount Hotel rates are applicable to current monthly marina tenants and family only. The marina tenant should make all reservations, reservations are subject to approval by management, group rates are not applicable. Discounts may not be used in conjunction with any other discounts. Rates are subject to change and a current rate card is available in the Marina office.
50. **Use of Hotel Pool.** Pool use is limited to Tenants only. Tenants must be present with children and their guests. No outside food, drink or ice chests allowed. Please bring your Marina gate key, pool card key and picture identification, you may be asked by staff for verification of tenancy. Pool towels are available for pool use only, limit is one per person. Pool hours are 8:00 a.m. to 11:00 p.m.
52. **Use of Hotel Fitness Room.** Fitness Room use is limited to Tenants only. Tenants must be present with children and their guests. Please bring your marina key and picture identification, you may be asked by staff for verification of tenancy. Open 24 hours.
53. **Maintenance Best Management Practices.** Owner and Owner's contractors must adhere to the following procedures: Shelter Island Marina is a certified "Clean Marina" and failure to follow these policies /procedures will result in immediate termination of the Owner's Maritime Wharfage Contract.

### **CONTRACTORS POLICIES**

- All contractors, independent contractors and self-employed boat workers hired by Owner must show proof of insurance in the amount of \$500,000, a current business license, workman's compensation for employees and register with and receive prior approval from the Marina before beginning work on the Marina's premises. Marina requires the use of Best Management Practices for a clean environment.
- Owners may undertake basic boat projects as needed to maintain their vessel's safety, appearance and utility.
- New or substantial work must be approved by the Marina prior to undertaking the project.
- All Owners are reminded that the Marina is a recreational area and *not a boat yard or repair facility*.

### **Engines and Bilges.**

- Use absorbent bilge pads to soak up oil and fuel.
- Do not discharge bilge water if there is sheen to it.
- Recycle oil and fuel products properly.
- Dispose of absorbent pads and filters properly.
- Do not dispose of any fuel, paint, oil, absorbent pads, batteries, engine parts,
- or other contaminated materials into the Marina's trash dumpster.

### **Painting, Varnishing and Bottom Paint.**

- Limit the amount of open solvents or paints on the docks to one gallon at a time. Always use secondary containment to catch spills.
- Always mix paints and epoxy over a tarp.
- Always pan or drop cloth.
- Use up remaining bits of paint by spreading it on an old board.
- Spray painting is not allowed in the marina.
- Do not dispose of any paint, oil, varnish, absorbent pads/rags or other contaminated material into the Marina's trash dumpsters.
- Marina recommends the use of non-toxic, biocide free or low copper bottom paints.
- Bottom cleaning must utilize Best Management Practices to minimize discharge of bottom paint.

### **Surface Preparation.**

- Use biodegradable soaps, cleaners and teak cleaners approved for ocean waters.
- Liberally use tarps to capture all scrapings, debris and drips. No material may enter the water. Tarps may be secured between boat and dock to prevent debris from falling in the water.
- Use vacuum power sanders, vacuum all dust and debris. No material may enter the water.

### **Sewage.**

- Sewage must never be discharged into the Marina or harbor waters.
- Store sewage in holding tanks and dispose of sewage properly at pump-out stations.
- Use shore-side restrooms as often as possible, rather than toilets aboard vessels.

### **Solid Waste Disposal.**

- Dispose of all garbage in proper shore-side dumpsters or dockside trash cans.
- Let empty cans dry thoroughly before disposing of them into trash dumpsters.



- Please recycle green, brown and clear glass, newspapers and aluminum products.

**Chemical Storage.**

- Purchase only the amount of chemicals/paints you need for a project.
- Review storage of paints, varnishes, solvents, and chemicals every six months. Properly dispose of old or unnecessary products.
- Do not store more than two gallons (total) of these products on your Vessel.
- Never store any of these products in a dock locker.

**Contact the Marina Office for Recycling Locations, Pump-Out Station Locations, and Commercial Pump-Out Services.**