

MARINA RULES AND REGULATIONS

Approved by HSIA Board of Directors – 01/26/12

1. Authority & Responsibility

- 1.1. The Chairperson of Piers & Harbors shall designate members of Piers & Harbors sub-committees such as the Slips Committee, Operations Committee, etc. If no members are so designated then the Chairperson of Piers & Harbors will assume the committee's responsibilities.
- 1.2. Any actions taken or decisions made by a Piers & Harbors sub-committee are subject to the approval of the Chairperson of Piers & Harbors.

2. Eligibility

- 2.1. Applicants and slip holders must be property owners in Hillsmere. Renters may become a slip holder provided: (1) written permission from the property owner is submitted for each 12 month period and said notice contains a waiver of the property owner's right to be assigned for a slip in the property owner's name for the duration of said period; and (2) the property owner is not a current holder of any slip. Renters may not take over or assume a slip held by the property owner. The user of a dinghy rack is not considered to be a slip holder under the definition of these rules and regulations.
- 2.2. Applicants and slip holders must be current members of HSIA. Any lapse in membership will cause an applicant's name to be removed from the waiting list and/or will cause termination of a slip lease. HSIA will make a reasonable attempt to notify the applicant/slip holder using contact information previously on file. The applicant/slip holder will be given 30 days after the attempted notification to renew their HSIA membership before any action is taken.
- 2.3. Owners of property in Hillsmere may only be assigned one slip, regardless of the number of properties owned. Multiple owners of record shall be considered one person for the purpose of this regulation.
- 2.4. Any boat in the marina must be at least 50% owned by one or more Hillsmere residents. All the names must be officially shown on the documentation, if USCG documented, or on the MD registration. In addition, all owners must sign a notarized statement, provided by HSIA, attesting to the percentage of ownership.
- 2.5. A person may have full or part ownership in no more than two boats in the marina but may own more than 50% of only one of them.

3. Slip Waiting List

- 3.1. All members of the slip waiting list must renew their waiting list membership annually. Waiting list membership renewal must be completed on or before March 1st using procedures specified by the Piers & Harbors Chairperson. Failure to renew HSIA membership and slip waiting list membership by the March 1st deadline will result in removal from the waiting list and loss of current position on the waiting list. Removals will take place without notice from HSIA or the Chairperson of Piers & Harbors.
- 3.2. Positions on the waiting list are not transferable.
- 3.3. By January 31st, the Chairperson of Piers & Harbors will determine the likely number of persons on the waiting list that would have to be contacted to fill all available slips (usually two or three times the expected number of available slips). A Waiting List Status Notice will be mailed to that number of persons on the slip waiting list requesting that they respond by March 1st indicating if they would accept a slip for the following season, if offered. A copy will also be sent by email if an email

address was provided. They must also provide the type, length, beam of the boat or boats (if there is more than one possibility) that they would put in the slip plus verify contact information to be used to notify them if a slip is offered, including phone or email. If a person would have been offered a slip, based on their position on the list, and did not respond to the Waiting List Status Notice, then they will be considered to have rejected an offered slip.

- 3.4. It is the sole responsibility of the person on the waiting list to make sure that the contact information is current and timely.

4. Slip Assignment

- 4.1. Slip assignments or reassignments are made to ensure the fairest and greatest use of the marina slips by the residents of Hillsmere and will be offered in the following priority: (a) slip holders who are over- or under-slipped; (b) slip holders desiring relocation; (c) persons on the slip waiting list. Any change in slip assignments made by the Slip Committee shall take effect immediately and shall be final. The Slip Committee has the right to reassign slips as necessary. The Slip Committee has the absolute right to change a slip holder's slip whenever it is in the best interest of the total assignment of all slips.
- 4.2. The Slip Committee will use due diligence to notify eligible applicants by telephone and/or email that a slip is available for assignment. However, if after 10 days these attempts are still unsuccessful, the next person on the waiting list will be offered the available slip. This will not result in a loss of any relative position on the waiting list and does not constitute a slip rejection, provided the person had not been considered to have rejected an offered slip based on not responding to a Waiting List Status Notice, as described in section 3 above.
- 4.3. An offer of a slip assignment must be accepted within 5 days following notification (if they had responded to a Waiting List Status Notice indicating they would accept a slip) or 15 days (if they were not sent a Waiting List Status Notice). If the person does not accept the slip within the above time period then the next applicant will be offered the slip. Failure to accept an adequate slip will be considered a slip rejection.
- 4.4. Applicants may reject an adequate slip offer twice. Upon a third rejection, the applicant will be placed at the bottom of the waiting list. Only one rejection penalty can be accrued in a slip contract year.
- 4.5. After accepting a slip, an applicant may request slip relocation. Any rejection of a relocation offer will not cause a loss of position on the relocation list.

5. Slip Fee Payment

- 5.1. Invoices will be mailed to all existing slip holders prior to January 31st and to new slip holders as soon as the slip is accepted.
- 5.2. Slip holders will receive a 10% discount if fees are paid in full, with all required documentation, within 15 days of the invoice date or March 1st, whichever is later.
- 5.3. Slip holders who have not paid their fees and provided all required documentation, or made other arrangements, in writing, with the Chairperson of Piers & Harbors and approved by the HSIA Treasurer, within 30 days of the invoice date or by April 1st, whichever is later, will lose their slip.
- 5.4. Returning slip holders who have not paid their slip fees, with all required documentation, by March 1st will have a notice mailed to them by March 10th (by certified mail with a return receipt) warning them of the consequences of not meeting the April 1st deadline.

- 5.5. Any slip holder who has lost their slip and has a boat in it will be sent a letter (by certified mail with return receipt) giving them 15 days to remove the boat or have it removed by HSIA at the slip holder's expense.
- 5.6. The contract year for slips is from April 1st until March 31th. Slip holders giving up their slips may receive a refund and persons getting slips may have their slip fee prorated. Slip holders wishing to give up their slip must notify the Chairperson of Piers & Harbors, in writing, of their intention to do so. The effective date will be when such notice has been given and the boat is removed from the slip. The effective date for persons getting a slip will be the effective date indicated on the invoice or the date the slip is made available to the new slip holder, whichever comes later. Refunds and prorated fees are based on the following schedule:

Effective Date	Refund	Prorated Fee
April - June	5/6	No prorating
July	2/3	5/6
August	1/2	2/3
September	1/3	1/2
October	1/6	1/3
November - March	No refund	1/6

For example, for a slip that costs \$1,000, a person giving up the slip in August would get a refund of \$500. A person taking that slip in October would pay \$333 for the current contract year.

6. Boat Ownership & Insurance

- 6.1. Slip holders must own a boat suitable for the assigned slip, properly registered in their name, and insured with a minimum of \$100,000 liability coverage. A grace period, not to exceed 60 days, may be granted by the Chairperson of Piers and Harbors, to accommodate individuals buying a new boat or trading boats, provided adequate documents show that a change in boats is in progress.
- 6.2. Photocopies of boat title, current registration and/or documentation, Vessel Ownership Affidavit provided by HSIA (if multiple owners), and insurance policy declarations page, all bearing the name of the slip holder will be required with the slip rent payment. Slip rent payments will not be accepted without the required documents. Canceling boat insurance or allowing a boat insurance policy to lapse without replacement will result in immediate loss of slip.
- 6.3. Current slip holders who will be acquiring a new boat, to replace the one in their slip, must notify the Chairperson of Piers and Harbors. The slip, if empty, may be subject to temporary reassignment.
- 6.4. If a slip holder purchases a larger boat and no suitable slip is available then they may give up their slip and remain on the upgrade/reassignment list provided that they submit all documentation required of a slip holder, including proof of ownership, and remain a member in good standing of HSIA. They will not be required to show proof of insurance and will not be billed for the slip during this period.
- 6.5. Slip assignment contracts must be signed by all registered owners of the boat.
- 6.6. Subletting of slips by slip holders is strictly forbidden and may result in loss of slip. The Chairperson of Piers & Harbors, with the agreement of the HSIA Treasurer, may

sublet rented slips that are going to be empty for a period of time, including during the winter. The Slip Committee will publicize when slips are available for subletting via email, the Sea Breeze, or by other means. Anyone subletting a slip must meet all of the requirements for slip holders. Preference will be given to those on the Slip Waiting List in the order that they appear on the list. However, no one who has sublet a slip may be ejected because a person on the Slip Waiting List (or in a higher position) requests to sublet a slip. The subletting fee will be prorated based on the annual rent for that slip. The slip holder will not receive any discount or refund for the time that their slip is sublet.

- 6.7. Slip holders (or any HSIA member) may allow guests to occupy their slips or, if available, the transient slip, but only with the prior approval of the Chairperson of Piers and Harbors. Guest privileges are limited to a maximum of 14 days per year. A daily "rental" rate of \$25 per day shall be charged to the sponsoring slip holder or HSIA member and shall be payable to HSIA. Sponsoring slip holders or HSIA members not giving advance notice (or immediate notice in the case of an emergency) of a guest occupying a slip will be charged a fee of \$100 in addition to the daily rental. Repeated violations of this rule by a slip holder are grounds for termination of the slip assignment. The sponsoring slip holder or HSIA member is responsible for verifying that the guest has the same liability insurance required of slip holders (see section 6.1) and accepts full responsibility for any damages caused by the guest.
- 6.8. Your slip assignment will include one ramp or "Sandspit" key, which is dependent on slip assignment/location. Additional or replacement keys are at the expense of the slip holder. Locks to the ramps are changed annually. Keys to the boat launching ramps are available, upon payment of the key charge, to residents and property owners of Hillsmere who are members of HSIA from the HSIA Administrative Officer. All keys are issued either through the mail or at a special key pick up day as determined by the HSIA Board of Directors.
- 6.9. All boats in slips must display, no later than April 1st each year, a current Maryland registration or documentation sticker, except for boats not required to be registered. All boats must display a current HSIA marina sticker. A boat in any slip that does not display a current Maryland registration or documentation sticker (if required) and a current HSIA boat sticker shall be subject to termination of the slip assignment. Slip holders will be given 30 days notice of such an action will be allowed to correct the violations to avoid termination of the slip agreement. Any termination action will be automatically reviewed by the HSIA Board of Directors.

7. Boat Condition & Use

- 7.1. HSIA may terminate or refuse to renew a slip agreement for any of the following:
 - a) Boat not maintained in a safe, operable, and seaworthy condition.
 - b) Boat neglected by owner as evidenced by broken lines, improperly adjusted lines, repeatedly taking on water, excessive fouling or plant growth, causing damage to docks, or any other neglect as determined by Chairperson of Piers & Harbors.
 - c) Slips that do not have the assigned boat present for long periods of time unless other arrangements have been made with the Chairperson of Piers & Harbors.
- 7.2. Any decision to terminate or not renew a slip agreement under section 7.1 will be automatically reviewed by the HSIA Board of Directors. Slip holders will be given 30 days notice of such an action and may, at the reasonable discretion of the

Chairperson of Piers & Harbors, be allowed to correct the violations to avoid termination of the slip agreement.

- 7.3. Slip holders may vacate their slips for the purpose of boat repairs, seasonal haul out, or vacation cruises without any loss of right to the slip. Additionally, slip holders in good standing, will be permitted to sign an agreement with HSIA to vacate their slip for extended periods for the purpose of using their boat away from the Annapolis area, and retain the right to return to the same slip. To retain their slip, vacating slip holders will pay an annual fee that equals 50% of the normal slip rent, will keep their HSIA membership current, and provide proof of the qualifying use of the boat to the Chairperson of Piers & Harbors when requested. The slip must be vacated for a minimum of one year, in yearly increments to coincide with the HSIA contract year. The slip will be sublet for the duration of the slip holder's absence by the Slip Committee. Proof of insurance requirements shall be waived until the boat returns to the marina. During the contract year that the slip holder has vacated their slip, the slip holder may occupy a transient slip, if available, for the purpose of preparing to leave, returning early, or visiting the marina. The slip holder will be charged a daily transient slip fee equal to their normal yearly slip fee divided by 365 in addition to the 50% fee paid to hold their slip.

8. General

- 8.1. The marina may not be used as a base for the chartering of boats or carrying of paying passengers.
- 8.2. Liveaboards are not permitted. No one is permitted to live on a boat occupying an assigned dockage for a period of more than 7 days per month and not to exceed more than 28 days per year, without written permission from the HSIA Board of Directors.
- 8.3. A slip holder shall be responsible for any damage caused by his boat, regardless of who is operating it. Slip holders shall ensure that caution and boat handling safety are exercised on their boats at all times. There shall be no speeding in the harbor. This is defined as "showing no wake." Watch for swimmers, small boats, dinghies, and any other obstructions in the waterway.
- 8.4. No improvements, repairs, or modifications to slips or docks are permitted without the express written consent of the HSIA Board of Directors.
- 8.5. Boat operators shall obey all regulations of the United States Coast Guard and the Natural Resources Article of the Annotated Code of Maryland, including those regarding the overboard discharge of heads.
- 8.6. The gates at all ramps are to be kept locked at all times, when not in actual use.
- 8.7. There shall be no storage of equipment, trailers, small boats, or dinghies on HSIA property, except in designated dinghy racks or the HSIA Boat Park on Beach Drive. All trailers and boats stored on HSIA property shall display a current registration and/or license tag and/or an HSIA identifying number or sticker and shall be kept in working/operable condition.
- 8.8. Slip areas are posted for no trespassing and only property owners and their guests, in the property owner's presence, are permitted to use the premises. Any property owner may notify the police to have unauthorized users removed. The police will act on the authority of the posted signs.
- 8.9. All ramp and "Sandspit" users are required to help keep the area clean. Camp fires and overnight camping are not permitted on the boat ramps or the parking area or the beach area of the "Sandspit." Trash containers are for incidental trash only.

Slip holders must remove all of their trash and discarded equipment from the Piers & Harbors property.

- 8.10. Operating boat engines in gear, while secured in a slip, is prohibited. Any "blowing out" of slips without the written approval of the HSIA Board of Directors will result in immediate termination of the slip assignment and the operator shall be liable for any damages caused by such action.
- 8.11. In order to be considerate of our neighbors, no slip holder/guest should cause a disturbance at any time. All noise should be kept to a minimum after 10:00 P.M.
- 8.12. The use of grills or any other open flames is totally prohibited on any boat berthed at the marina. The use of a portable heating device is prohibited on an unattended boat. The use of a permanently installed galley stove is permitted on an attended boat. Use of electric heating or cooling equipment on an unattended boat for long periods of time is prohibited.
- 8.13. The use of contractors is permitted as long as the contractor is properly insured. Any damage that is caused by contractor to marina facilities, other boats, or the environment, and is not covered by the contractor's insurance, is the responsibility of the slip holder/boat owner.
- 8.14. Pets are permitted in the marina areas; however, County law requires that pets be on leashes. Pet droppings must be removed by the pet owner.

9. Legal

- 9.1. Violations of any of the foregoing regulations may subject the violator to loss of his/her assigned slip or removal of his/her name from the slip waiting list.
- 9.2. Any disputes arising from the enforcement of any of these rules that cannot be resolved by the parties and the Chairperson of Piers & Harbors can be appealed to the HSIA Board of Directors in a timely fashion.
- 9.3. The Chairperson of Piers and Harbors, or their designated agent, when necessary, has the right to board a boat in a HSIA slip.
- 9.4. Any action taken by the Board of Directors of HSIA to remove a boat from a slip when that slip assignment has been terminated or changed in accordance with these rules and regulations shall be at the risk and expense of the slip holder whose boat has been determined to be in violation of these regulations.
- 9.5. The slip holder by accepting and using a slip acknowledges that there are risks inherent in docking a boat at a slip or pier open to the public, including but not limited to trespassers, vandalism, destruction of property, unsafe boat handling by others, high tides, storm damage and other causes beyond the control of HSIA, its officers, Directors and agents. HSIA, its officers, directors and agents shall not be responsible for any loss or injury that befalls a slip holder, their family or guests or the property of same which is not caused directly by the negligence of HSIA, its officer, Directors or agents. HSIA shall not be an insurer or guarantor of the safety and security of any boat, person or equipment in or around any slip. HSIA, its officers, Directors and agents have no duty to check or re-tie any boat or to patrol and guard any property or equipment on an boat in any slip. Each slip holder for themselves, their heirs, assigns and representatives assume full and sole risk of harm to themselves, their guests, their boat and their equipment.

**** End of Marina Rules ****