

ISLAND MOORINGS MARINA

Owned and operated by:
TCRG Opportunity X, LLC
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RULES AND REGULATIONS

The parties agree as follows for the purposes of the license agreement for dockage and these rules and regulations:

LIVING ABOARD STRICTLY PROHIBITED: Neither an Owner nor Owner's guest shall "live aboard" their vessel or otherwise utilize their vessel as a private individual dwelling within the marina. Any Owner utilizing their vessel or any guest utilizing Owner's vessel for overnight dwelling for more than five (5) consecutive days or more than ten (10) days in a given month will be considered a live aboard in violation of this Agreement. Owner shall not allow any other person, other than Owner's immediate family or transient relatives and friends who are guests of Owner, to use or occupy the Boat Slip without first obtaining TCRG's written consent to such use.

ATTENTION: For the safety and enjoyment of the marina, all vessel owners, their guests and their crews **MUST** abide by the following rules and regulations:

Section 1

Regulations for Mooring Vessels

1.1 Laws and Regulations:

Violation of any city ordinances, state or federal laws, or violation of any regulations of city, state or federal agencies shall be cause for the marina to terminate the vessel owner's dockage agreement immediately and to cause the immediate removal of the owner's vessel from the marina. Vessels shall conform to all federal, state and city regulations concerning vessel safety and equipment.

Vessel owners must verify their current federal documentation or state registration for all vessels berthed in the marina and be listed as a Legal Owner on such papers to the satisfaction of the marina.

1.2 Mooring:

The marina assumes no responsibility for improperly moored vessels or improperly tied lines. A minimum of 3/8" nylon line is required. The marina reserves the right to replace defective lines when necessary and to charge the vessel owner for the cost of such replacement.

1.3 Sinking and Leakage:

Should owner's vessel sink in the marina, owner agrees to remove the vessel within 24 HOURS of its sinking. Marina may move or have the vessel removed at the owner's expense. Any vessel experiencing more than normal leakage must be repaired or removed from the marina. Owners or operators are responsible for pumping out their vessels, as necessary. However, should an emergency develop whereby the marina uses its equipment and/or manpower to pump out a vessel in owner's absence, such as the breakdown of the bilge pump, leads, bad lines or any other cause, the marina is authorized to make any necessary repairs as economically as possible which will then be charged to the vessel owner. Nothing herein gives rise to any cause of action, claim or other right for failure of the marina and its employees and agents from taking any action under Paragraph 1.3 or for any right, cause or claim arising from the method of action taken from the marina and its employees or agents.

1.4 Extending Options:

Vessels with bow pulpits or other extending objects from the bow or stern of the vessel must be tied back so said object **does not extend over the top of the docks or beyond the end of the pier into the waterway**. Vessels with swim platforms, outboard motors, rudders, and other extending objects from the stern **MUST NOT extend to the fairway**. Exceptions to this rule need marina approval.

1.5 Transient Docking:

All transient vessels must dock and register with the marina to be assigned to a slip. **CHECK-OUT TIME FOR ALL TRANSIENT VESSELS IS 12 NOON**. Any vessels remaining in the marina after that time will be charged for an extra day unless prior arrangements have been made with the marina.

1.6 Water Discharge:

Discharge of heads, vessel toilets or holding tanks into the marina is a violation of U.S. Coast Guard regulations and these rules. Emptying of portable toilets in the restroom is prohibited. Waste oil must not be disposed of at the marina, but be disposed of by owner in accordance with federal regulations. **Discharge of oil into the marina is a violation of U.S. Coast Guard regulations and these rules.**

1.7 Vessel Condition:

Vessels docked in the marina must be seaworthy and be capable of moving under their own power. No vessel shall create a fire hazard, a sinking hazard or an unsightly condition. All vessels shall be properly moored. All vessels shall be kept in a neat and slightly appearance.

1.8 Auxiliary Craft:

Owner covenants and agrees that all additional vessels or crafts, including, but not limited to, runabouts, rowboats, dinghies, kayaks, and life rafts must be placed so as not to extend beyond owner's primary vessel and owner hereby covenants and agrees if such craft are not capable of being stowed or stored in accordance with the covenant, a separate slip, if available, will be reserved and contracted from the marina.

1.9 Special Events/Slip Assignment:

The marina reserves the right to temporarily move, after notification to owner, owner's vessel from the assigned slip in order to accommodate special events, including, but not limited to, marine boat shows and fishing tournaments. Marina hereby covenants not to unreasonably inconvenience owner and that such special events shall be for limited periods of time only. Vessels leaving for an extended cruise (more than 72 hours) shall so notify the marina. The marina reserves the right to rent all docks when vacant. Vessels found in unassigned slips will be moved at the owner's expense.

Section 2

Regulations Regarding Operations Within the Marina

2.1 Marina Jurisdiction:

Any vessel that enters the marina immediately comes under the jurisdiction of the marina. Accordingly, vessel owners must follow the instructions of the marina for the safety and wellbeing of all persons and vessels using the marina.

2.2 Accident Procedure:

A responsible representative of each vessel shall IMMEDIATELY report to the marina, the time, place, cause and circumstances of any accident or injury to a passenger or other person, or damage to any property, in which a vessel is involved within the marina premises, and within 24 HOURS shall submit such information in writing to the marina.

2.3 No Wake Speed:

All vessels operating in the marina waters MUST proceed at idle and no-wake speed, so as to prevent damage or inquiry to any person or property. **Vessel owners are liable for any and all damage caused to any person or property by vessel wake.**

2.4 Marina Depth:

The marina will take responsible measures to maintain adequate depth in the marina but the marina shall in no event be held responsible for the owner running aground in any portion of the marina or its accesses, nor shall the marina be responsible for submerged objects such as mooring cables and other devices. Owner shall be responsible for the operation of the owner's vessel within the marina and access depths and submerged object shall be the sole responsibility of the owner, and marina assumes no duty to notify or warn owner in the connection thereof. **The marina is not responsible for the Piper Channel.**

2.5 Safety Laws, Rules, and Regulations:

Owner agrees to comply with all laws pertaining to marina operations, including all safety rules and provisions, speed limits, warning signs, and any and all other indications for public or private safety.

2.6 Auxiliary Craft Operation:

Operation of auxiliary craft, including, but not limited to, jet-skis, wet-bikes, and wave-runners within the marina shall be at **"idle speed" only**. Storage of all auxiliary craft shall be securely upon the vessel and/or auxiliary craft extended beyond the end of the dock. Such craft may not be stored on trailers within the marina premises without the applicable "dry storage" fees.

Section 3

General Regulations of the Marina

3.1 Damage to Marina Property:

Owner or operators of vessels shall immediately reimburse marina for any damage or defacement that they, their guests or their vessel may cause to marina property. Dockage agreement will not be renewed with owners or operators who have not satisfied such outstanding obligations WITHIN 30 DAYS of such damage or defacement.

3.2 Smoking:

Smoking is never permitted anywhere inside the marina buildings, including the covered docks.

3.3 Hoses, Electrical Lines, and Water Usage:

Hoses and electrical lines may not run across the docks. Water supply hoses of unattended vessels shall be disconnected.

3.4 Consequential Loss, Utility Service Interruption:

The marina is not responsible for the loss of food or any other personal property stored upon the vessel resulting from interruption or discontinuance of electrical service or of any other reason whatsoever. Any electrical, mechanical or structural failures must be reported to the marina immediately so that such failures may be repaired.

3.5 Storage on Docks and Dock Boxes:

Docks and finger piers must be kept clear of stored materials. Vessel owners shall not store supplies, materials, accessories or debris on walkways. All dock boxes or any other fixture, device or accessory to be attached or made part of the dock or any common area must be performed or approved by marina to prevent damage to marina property. Communication Dish installation; Dish must be mounted on YOUR VESSEL and must stay within the inside confines of the assigned slip perimeter. **No equipment is to be mounted to marina property.** In the event of a storm, the Owner of said slip is responsible for the removal and storage of all satellite installed equipment.

3.6 Repair and Maintenance:

Repair and maintenance of dock facilities must be performed by marina personnel only. Only marina employees or agents will perform alterations or additions to dock facilities. Painting, scraping or repairing of gear shall not be permitted on the docks or finger piers unless approved in writing by the marina. Routine maintenance and minor necessary repairs are generally considered to be those which do not disturb the public peace and tranquility of any person aboard any boat within the jurisdiction of the marina. **No other repairs or maintenance may be performed in the marina without the marina's prior written consent.** No individual or company will be allowed access to docks or boats to work or clean without proof of liability insurance and Workman's Compensation. **THEY MUST CHECK IN AT THE MARINA OFFICE BEFORE ENTERING THE DOCK AREA.**

3.7 Parking:

All vessel owners and operators are expected to be considerate of other boaters with respect to parking spaces. If your boating party consists of more than one vehicle, the other vehicle must be parked in less crowded areas. **Short-term parking of RV's and campers is strictly prohibited.** Vehicles parked in the "No Parking" areas or areas that are not designated as parking spaces will be towed away at the owner's expense. Guest parking may, at the marina's election, be regulated and/or limited. If more than three (3) guest vehicles are to be parked on premises at any time, owner shall notify the marina.

3.8 Laundry, Refuse, and Miscellaneous:

Laundry shall not be hung on vessels, docks or finger piers in the marina. Refuse and garbage must not be thrown overboard. Garbage in plastic bags shall be deposited in cans and/or dumpsters supplied for that purpose. Notify the marina of anything that will not fit in these cans. **Under no circumstances whatsoever shall a person discharge oil, spirits, inflammable liquid or oil bilges into the marina or trash receptacles.**

3.9 Disorderly Conduct:

Disorderly or indecorous conduct by a vessel owner, employee, visitor, guest, family member or other will cause the immediate removal from the marina of the vessel in question. Public intoxication, profanity or abusive language directed at anyone will not be tolerated. The guest of a vessel owner who causes or threatens to harm the person or property of any other vessel owner, marina employee or member of the public will be subject to immediate removal from the marina. Noise shall be kept to a minimum at all times. All persons using the marina shall use discretion in operating engines, generators, radios, and television sets so as not to create a nuisance or disturbance. The use of mechanical tools such as buffers, sanders, rug cleaners or compressors on the exterior is restricted.

3.10 Pets:

When on marina property pets must be controlled by the owners at all times. **Pets must be on a leash or in/on the owner's vessel at all times.** Pets **are not** to be chained or tied to the catwalks, docks or sidewalks. **IF A PET DEFECATES ON MARINA PROPERTY, THE OWNER MUST CLEAN IT UP.** Pets are restricted to normal domestic animals. **DOMESTIC ANIMALS OF ANY KIND ARE NOT ALLOWED IN THE BATHROOMS OR THE POOL AREA.**

3.11 Commercial Activities:

Except as specially authorized in writing by the marina, solicitation or advertising for any purpose on the water or land areas of the marina is prohibited. Your vessel and dock are not to be used for any commercial purpose, including rental, the carrying of passengers for hire, living-aboard, boat brokerage, or the operation of any fishing charter or services unless you maintain written authorization from the marina. Owner shall not permit the entry of any solicitors, brokerage, salespeople, and/or any unauthorized agents to the marina. Owner warrants that the vessel is used for pleasure or business entertainment only, and that the owner is not in the business of selling vessels or any type of marina equipment.

3.12 Swimming, Fishing, and Miscellaneous Activities:

Swimming or diving is prohibited from the docks and piers. Fishing is allowed only from vessel owners slip area. **Do not clean fish within the boat area.** The discharging of fireworks is prohibited.

3.13 Security:

Access gates provide protection for all vessel owners. Gates must be closed and locked at all times. Marina is not responsible for failure of any third party, including, but not limited to, vessel owners, guests or agents of vessel owners or guests or agents of marina to lock and secure gates.

3.14 Vessel Equipment:

Only manufactured boat fenders are approved by the marina. Homemade fenders and tires are therefore not permitted. The marina must approve any fender or similar equipment to be attached to the dock.

3.15 Sailboats:

All sailboats must have halyards tied or secured. Sailboats must be operated under power within the marina.

3.16 Release of Vessel:

Owner's vessel shall not be released from dockage unless and until owner pays marina any and all fees and charges required thereunder.

3.17 Insurance:

Vessel owners must carry insurance minimum \$300,000.00 Liability Coverage is required. Owners must provide marina with current insurance at **all times**. Marina will not be responsible for damage or loss to vessels or equipment.

3.18 Admittance:

Admittance to the marina is restricted to the marina's customers and their guests. All guests of vessel owners are subject to all marina rules and regulations. Access gates must be closed after entering or exiting docks.

3.19 Sale, Purchase, and Exchange of Boats:

Any sale, purchase or exchange of boats occupying moorings must be immediately reported to management. Neither "For Sale" signs nor any other signs may be posted without permission from the management. Advertising or soliciting is not permitted on any boat within the marina. Neither the boat nor the marina may be used for business purposes without specific written permission of management. Contract for dockage does not automatically convey with the sale of boat and **must be approved** by TCRG – **IF APPROVED, NEW OWNER MUST COMPLETE ALL REQUIRED DOCUMENTATION TO KEEP BOAT ON PREMISES.**

3.20 Utilities; Electrical:

Electrical usage shall be metered; owner shall be billed on a monthly basis. Marina makes no guaranty that electricity or water will be available at any or all times.

(UPDATED 02/19)