

**Note:** These Rules and Regulations constitute an integral part of the Boat Space Rental Agreement and the contract for use of the Michigan Harbor Properties, L.L.C. Marina (Herein after "Harbor"). They are for the benefit the Marina and all of all those who maintain a vessel at the Marina. Boat owners are requested to notify the Harbor of any unsafe or hazardous conditions that come to their attention.

1. The Michigan Harbor Properties Rules and Regulations set forth herein and as they maybe amended from time to time and all other regulations established by regulatory bodies having jurisdiction shall form a part of the Boat Space Rental Agreement as though printed herein.
2. Tenants shall promptly notify Michigan Harbor Management of any unsafe or hazardous condition that comes to their attention.
3. Disorder, depredations or indecorous conduct by tenant or his visitors that might injure a person, disturb other tenants, cause damage to the property or harm the reputation of the Harbor shall be just cause for immediate termination of the Vessel Owner's Boat Space Rental Agreement.
4. All tenants are asked to park in their designated parking areas only. There is only one parking space per well. Guests must park in designated guest parking areas only. No exceptions.
5. Please do not park on grass, fire lane areas, or designated handicap areas. You may be subject to towing.
6. Do not store, park, dock, or place any boats, motorcycles, trailers, golf carts, bicycles or cars in the Marina property, other than current vehicle(s) used for transportation to and from marina. We will not be responsible for any personal property left on Harbor premises. All golf carts, bikes, etc. must be parked in assigned parking area only.
7. The washing of autos or trucks within the Harbor premises is not permitted.
8. There will be no electrical appliances such as refrigerators, freezers or lamps placed in front of wells.
9. No swimming, diving or fishing will be permitted within the Marina's premises.
10. You will not, yourself, nor allow your children or guests who do not have a valid Michigan driver's license, to operate any motorized vehicle of any kind on any land area of the marina.
11. The speed limit within the Harbor premises is 5 mph. Please help us enforce this rule.
12. Please do not operate your boat more than 5 mph inside the marina. The entire Harbor is a no wake zone. Do not operate your boat, dinghy or inflatable in such a manner as to cause a wake or disturb your neighbors.
13. Each tenant will be held responsible for any damage to the Harbor premises and/or structures (Including docks, ramps, electrical pedestals and/or utilities) caused by tenants, his guests, agents and/or employees. Such damage will be repaired or corrected solely by Harbor at the expense of the tenant.
14. No tenant, their agents, or guests shall throw, discharge or deposit from any boat or float any refuse matter, oil, spirits, inflammable liquid, oily bilges into water or Premises. All such matter shall be deposited at appropriate disposal sites. Vessels with automatic bilge pumps shall be maintained in such a manner as to prevent the discharge of contaminants overboard. In the event of a spill, the Vessel Owner is required to clean it immediately, and if necessary retain the services of a professional pollution response company. Michigan Harbor, L.L.C. prohibits open containers of paints or other maintenance supplies on the docks. Liquids must be stored only in sealed containers aboard the Owner's vessel or off the Marina property.
15. Do not empty portable toilets in the restrooms or sewer drains. You will be asked to remove your boat from the marina if you do.
16. Store sewage in holding tanks and dispose of sewage properly at pump-out station. Sewage must never be discharged into the Harbor waters
17. Please help keep our restrooms and showers neat and clean. Please leave showers, toilets and sinks as clean as you would like to find them yourself. Please remind your guests to help as well. Report any abuses of these facilities to the Harbor Office.
18. For everyone's health, safety and comfort, all dogs must be kept on a leash when not aboard your boat.
19. You must clean up after your pets at all times. Help us remind your neighbors of this rule so everyone may continue to keep this "privilege".
20. Please place all trash or garbage in a plastic bag and dispose of bag in one of the dumpsters. Tenants 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. Outside labor or service must have your written authorization to work on your boat and he or she must register at the marina office. Tenant shall be responsible to the Michigan Harbor Properties, LLC for all costs associated with Tenant's, their agents or guest's improper disposal. You must dispose of used oil yourself. Please do not bring garbage from your home or another location to the marina and/or place it into our dumpsters.
21. Apart from ordinary maintenance, no work involving the Vessel may be accomplished while at the dock or otherwise on Michigan Harbor, L.L.C. property without prior written approval from management. Work of any kind aboard a Vessel, including routine maintenance, to be undertaken by someone other than Owner, must be approved in advance of such work, in writing, by Michigan Harbor, L.L.C. Contractors hired by Owner to work on the Vessel must be approved by the Michigan Harbor, L.L.C. 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 \$1,000,000.00 and workman's compensation for employees. Tenant and their representatives further agrees to comply with all posted rules and regulations of the Harbor 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 St. Clair Shores, Michigan area.
22. Outside labor or service must have your written authorization to work on your boat and he or she must register at the marina office. If you have a friend or relative help you work on your boat, they must be registered as guests and you must be present while they are working.
23. All contractors, independent contractors and self-employed boat workers hired by Owner must show proof of insurance in the amount satisfactory to the Harbor, a current business license, workman's compensation for employees and register with and receive prior approval from the Harbor before beginning work at the Harbor Premises. All Owners are reminded that the Harbor is a recreational area and not a boat yard or repair facility.
24. Do not perform any maintenance to vehicles other than said boat, on a current contract agreement with Michigan Harbor Properties, LLC.
25. Please only work on or service boats between the hours of 8am and 4pm.
26. When working on your own boat, you must protect all other boats stored or located on the premises from any damage resulting from work being performed in, on or around their boat. Tenant shall be responsible for all damages by tenant and such damage will be repaired or corrected solely at the expense of the tenant.
27. We are required by law to comply with EPA rules therefore, when sanding or painting the bottom of a boat, you must tarp from your rub rail to the ground. You must also tarp the ground to catch any debris or paint. Dustless sanders must be used. NO EXCEPTIONS! If you choose not to abide by this policy, you will be charged for any and all damages that result from your actions as well as any clean up that is required and will not be launched until said charges are paid in full.
28. Living aboard your boat for more than one week at a time will require written permission from the marina office and an extra charge will be assessed.
29. Halyards on sailboats must be tied in such a manner as to prevent clanging.
30. Sailboats will not be operated under sail within the Marina.
31. All boats shall be tied up in your well in a manner acceptable to the Marina or the Marina staff will adequately tie up the boat and assess a service fee.
32. Only one boat will be allowed in a well at one time. Only the boat that has been registered with the Harbor is permitted in your well.
33. A dinghy or inflatable must be of the size to be easily stored on the primary boat in the well or must be kept in the rear of the boat well. If kept in the rear of the boat well, it may not exceed past the poles or dock of the well.
34. Do not post "For Sale" signs on your boat. A bulletin board is provided.
35. Please keep your boat well area free of all hazards. This includes all flammable materials. (This complies with State and Federal Safety Regulations.) Specifically, there shall be no open fires or unattended sources of heat such as barbecues on the dock.

36. Gasoline may not be placed or stored in the boat or the well or dock except for that contained in the boat's gasoline tank(s). No boat will be fueled directly from a truck while stored or moored at Michigan Harbor Properties, LLC. No fuel cans may be carried onto the property or used to fuel any vessel. All repairs or modifications of electrical wiring may only be done by Michigan Harbor Properties, LLC or its appointed agent.
37. No hooks will be fastened to the forward part of the dock. These hooks are used to hold dock lines in place while the boat well is unoccupied. (This complies with insurance regulations.)
38. There will be no free standing structures attached to the dock or to the ground for purposes of covering the boat or any other reason.
39. Nothing shall be nailed, welded or otherwise attached to the docks or pilings.
40. The Harbor Quiet Hours are from 11pm to 8am. Please respect your neighbors' right to peace and quiet.
41. Do not unnecessarily sound boat horns in Marina area. Boat horns are for emergency use only.
42. Tenants assume full responsibility for the actions, conduct any damages caused by any family, friends, guests and pets while on or about the Michigan Harbor Properties, LLC premises.
43. All tenants, their agents and guests will at all times comply with all applicable local, county, state and federal laws and regulations and will observe all rules and regulations which the Harbor may from time to time post on its property as well as those listed on their contract and included in this list.
44. There will be no discharge of fireworks anywhere on the premises. This will result in immediate eviction. No exceptions.
45. The entrance of the Harbor is equipped with a security gate which requires a key card for entry. The Owner shall be required to pay a \$25.00 deposit when the key card is issued, which amount shall be refunded upon termination and/or expiration of the Lease, and surrendering of the card. In the event that the key card is lost or damaged, the Owner will not receive deposit back and will be required to pay another deposit fee to acquire another card.
46. Consumption of alcoholic beverages or open containers of alcoholic beverages are not permitted at the Michigan Harbor Properties, LLC fuel dock or its surroundings at any time. This includes on the dock, in the building or around the premises
47. Use absorbent bilge pads to soak up all bilge oil and fuel. Do not discharge bilge water if there is a sheen to it.
48. Use only biodegradable soaps, cleaners and teak cleaners approved for Michigan waters within the Harbor.
49. Use tarps to capture all scrapings, debris and drips. No material may enter the water or be left at the Premises.
50. Landlord shall retain the right to designate dock and storage space. While every effort shall be made to assign tenant the dock or storage of his/her choice. Landlord retains the right to make whatever designation it deems appropriate in its sole discretion.
51. Landlord may refuse to rent dock and storage space to any person for any reason.
52. All dock and storage space rent shall be payable in advance. No slips may be occupied until the contract amount is paid in full.
53. Tenant agrees not to sell, transfer, assign or permit the use of the assigned dock space without the written consent of landlord.
54. If tenant desires to dock a boat other than the craft referenced on the contract, written permission must be obtained and pay additional charges. In no event shall the dock be used to dock more than one watercraft in a single time. Including personal watercrafts, runabouts or fishing boats.
55. Only those persons listed on the contract shall be permitted to enter or to operate the boat in the marina.
56. Tenant agrees not to hold landlord liable for any loss caused by a delay in launching, winter storage, transporting or commissioning caused by weather or any other event beyond the control of the landlord. Tenant also agrees to hold landlord harmless for any cosmetic damage caused to tenants boat as a result of power washing or use of the boat hoist.
57. Landlord does not guarantee that the electrical service shall be continuous. Tenant shall not use the marinas electrical outlets to operate power tools, equipment, machinery, etc. unless written permission has been given by landlord. All shoreline adapters and dock side plugs must be equipped with an acceptable ground weather proofing in accordance with the appropriate section of the national and local code. The use of electrical is at the sole risk of the user and the landlord shall be held exempt from all liability for damage or injury to any person or property caused by or as a result of the use of electricity.
58. Use of any open flame devices, toxic chemicals or any other hazardous substance or equipment or supplies in the docking and storage areas is strictly prohibited.
- 59.

In the event that any owner or agent fails to comply with Michigan Harbor Properties, LLC Rules and Regulations, or any family member, relative, friend, invitee, representative, guest or anyone else that an owner agent or any of the other people listed herein may invite onto Michigan Harbor Properties, LLC property breaches these Rules and Regulations, Michigan Harbor Properties, LLC shall have the right to terminate any and all agreements that it then has with the owner/agent. Michigan Harbor Properties, LLC shall be entitled to retain all monies paid to it by the owner/agent to cover the rental to the date of termination; the lost rental, if Michigan Harbor Properties, LLC is unable to rent the space; and, even if the space is re-rented, liquidated damages caused by the breach of these Rules and Regulations and the Agreement referred to herein.

THESE RULES AND REGULATIONS AND FUTURE AMENDMENTS FORM A PART OF YOUR DOCKAGE CONTRACT AND ARE PROVIDED FOR IN YOUR CONTRACT. THEY ARE NOT INTENDED TO REPLACE ANY CONDITIONS IN THE CONTRACT.

Michigan Harbor Properties, L.L.C.