

ROCKHOLD CREEK MARINA

GENERAL BOATYARD POLICIES

Please cooperate with us to execute these yard policies. They are for the safety of you, your guests, and your property as well as for the protection of our marine environment.

- You must inform the marina (in writing) of the location of any underwater mechanisms (i.e. knotmeters) or assume responsibility if they are damaged during haulout.
- Access is required to the interior of all boats when hauled or launched. Combination locks are strongly recommended. If additional time is required to gain access, additional charges may apply.
- Owner provides lines, fenders, hull drain plug, keys/combo, batteries. If dock lines are not on boat at launch, lines will be provided and charged to your account.
- All bills must be paid prior to launch.
- If a boat leaks in the spring, any pumping and/or additional checking by the yard will be charged on an hourly basis. If the boat has to be re-hauled, regular yard rates will apply.
- Boat stands may not be repositioned by anyone other than qualified yard personnel. The stands will be repositioned, at the owner's request, for a charge of \$20.00.
- Prices are based on overall length of the boat including bow sprits and appendages.
- Sandblasting, spray painting, or welding by boat owners is not permitted.
- Masts may not be climbed or unstepped while the vessel is on land. Sails may not be raised or opened on land.
- Masts may only be stepped or unstepped by a licensed and insured rigging company.
- Waste oil and antifreeze must be disposed of in the tanks provided by the marina.
- Boat covers must not be fastened to boat stands. Any boat covers found tied to the stands will be retied at boat owners expense.
- Owners doing their own work are responsible for the cleanliness of their area. A minimum fee of one hours yard labor will be assessed if marina personnel are utilized to clean the area.
- Open air sanding, grinding and scraping are prohibited. Only dustless systems may be used. Dustless systems are available for rent at the Marina Office. All scraping and grinding will have to be tented and a drop cloth placed under boat.
- Boats in dry storage cannot be left plugged into shore power while unattended. This is in accordance with Anne Arundel County Fire Code requirements.
- To help prevent fires, all batteries must be disconnected or master switches turned off. No unattended portable battery charges are to be used aboard any boat. No unattended portable heaters are to be used in the boat storage area. Owners are not permitted to burn paint, run engines, light stoves or use flammable materials.
- Rockhold Creek Marina does not loan ladders or extension cords, and will not be responsible for owner's ladders left in yard.
- Pets must be on a leash, are not allowed in the restrooms, and must only be walked in designated areas. Owners are responsible for pet waste clean up.
- All outside contractors must report to the yard office with an acceptable Certificate of Insurance prior to commencing work on any vessel. Outside contractors must abide by all rules and regulations pertaining to their work in the yard and have a signed Marina agreement on file in the office.
- A fee of \$25.00 will be assessed for each check returned for insufficient funds.
- All charges shall be a lien against the "vessel", her tackle, furniture, and not withstanding anything to the contrary, shall continue to be a lien until such obligation is fully paid. In the event your account is placed in the hands of an attorney for collection or suit instituted to collect same or any portion thereof, the boat owner promises to pay attorney's fee's of 25% of the balance then due and owing any other costs incurred in the collection.
- Bills will be mailed monthly, and are due when rendered. A service charge of 1 ½% per month (18% annually) will be added to balances 30 days past due.
- Due to the large number of boats being hauled/launched and delays due to weather, owners should not plan to be present during hauling/launching. While we cannot guarantee a certain day, we will make every attempt to haul/launch your boat during the desired week providing you give us ample notice.
- Owners must provide their own ladders and scaffolding as needed for access to their boats.
- No structures may be built to enclose a boat.
- Yard rates are subject to change without notice.
- Disposal of Hazardous materials must be in accordance with local, state and federal regulations. Rockhold Creek Marina is a certified "Clean Marina" and actively participates in county recycling programs. See marina office for details on proper disposal of hazardous wastes.
- Yard will not be responsible for power surges or liability of power and water.
- No mobile homes, Travel trailers, or RVs will be allowed in the marina.
- The yard reserves the right to relocate boats, as needed, to other storage areas in the yard.
- The storage customer (and guests for whom he is responsible) agrees to conduct himself at all times when on the property of Rockhold Creek Marina, or any boat stored therein, so as to create no annoyance, hazard, or nuisance to the Marina or other customers. This involves the observance of good housekeeping and sanitation practices and the use of garbage receptacles. Noise shall be kept to a minimum at all times. Any noise that causes a disturbance to other customers, guests, or community residents must cease at 10:00pm. Abusive language is strictly prohibited, as Rockhold Creek Marina is a family oriented facility.
- Boat owners shall not construct or store any steps, lockers, chests, cabinets or similar structures, except with written approval of the Marina.
- No charcoal fires or open fires of any kind are allowed within the confines of Rockhold Creek Marina except where provided by the Marina.
- Young children should be accompanied by an adult at all times.
- No living aboard while the vessel is on land.
- In the event of a storm or hurricane, the Marina will attempt if practical and possible, to provide preparation and damage prevention service. However, the owner or his agent is still solely responsible to take all emergency measures possible, and the Marina does not assume any responsibility for said protection and/or damages to the owner's boat.
- In the event of a breach by the Storage Customer of any of the provisions of this Agreement, the Marina shall have the right, at its option and with ten (10) days written notice, to accelerate all amounts due under the terms of this Agreement, terminate this Agreement (which termination shall not extinguish the Marina's right to the receipt of the full amount of storage and related charges due under this Agreement), require the removal of the vessel from the premises, and exercise all such other rights and remedies as are set forth herein or as exist at law or in equity.
- In addition to all other amounts due hereunder, the Storage Customer agrees to pay all cost, fees, and expenses (including attorney's fees), which the Marina may incur in order to enforce any provisions of this Agreement. In addition to all other rights and remedies hereunder, in the event the Storage Customer fails to pay when due any storage and related fees due under the terms of the Agreement, the Storage Customer agrees that the Marina shall have the right to assert and enforce a lien against the vessel pursuant to the Commercial Law Article of the Annotated Code of Maryland, or the United States Code, as the case may be.
- The Signatory understands and agrees that Rockhold Creek Marina assumes no liability for any loss, damage, or injury to Signatory's boat or the Signatory, his family, invitees, or servants. The Signatory and the Signatory's vessel will indemnify and hold harmless Rockhold Creek Marina from any cost, expenses, damages, and against all claims, demands, and/or damage liability that may be asserted by anyone due to:
 - (a) Property loss of any type, property damage due to fire, theft, collision, or property loss from any other cause to Signatory's vessel, motors, sails, furniture, equipment, tackle or appurtenances, or to any other property contained in or on Signatory's vessel or on the premises of Rockhold Creek Marina or to personal property of others on the vessel or Rockhold Creek Marina premises: and
 - (b) Any personal injury, death, or illness arising from the occupancy or use of Rockhold Creek Marina premises or facilities, where such injury, or damage is caused, in any part regardless of how slight, by the acts or omissions of the Signatory, his agents, servants, invitees or employees: and
 - (c) Any alleged damage or loss to marine property, non-marine property or personal injury caused in part, regardless of how slight, by the acts or omissions of the undersigned, his agent, servants, invitees or employees.
- The Signatory covenants and agrees that he has in full force and effect a marine insurance policy of a "named perils" or "all risks" type that fully insures the value of the vessel and property, and a third party liability policy, also known as a P & I policy.

