



RULES AND CONDITIONS OF THE CITY OF ROCHESTER

PORT OF ROCHESTER MARINA ATTACHMENT TO THE 2016 BOAT SLIP RENTAL AGREEMENT

1. THE CITY OF ROCHESTER assumes no liability for the boats of its customers. Boaters MUST PROVIDE PROOF OF ADEQUATE LIABILITY INSURANCE TO THE MARINA PRIOR TO OCCUPYING THE SLIP.
2. Boat owners are liable for the repair or replacement of Marina facilities damaged by their boat whether the boat was under the control of the owner or not.
3. All boaters who will have their boat out of the harbor overnight are asked to inform the office of the period of vacancy. The Marina reserves the right to use the slip in question for transient dockage at any time the harbor census shows the boat to have been out for 24 hours.
4. No selling, advertising, or activities related to re-selling of boats by parties private or commercial is permitted within the Marina except by written consent of Management.
5. All vessels kept in the Marina must be seaworthy and capable of meeting all coast guard requirements for vessels of the type. The Marina reserves the right to remove any vessel deemed not seaworthy or hazardous to other boats, boaters or premises at the owner's expense.
6. Slips are leased for the boating season listed in the leasing contract. Renewal of a slip for upcoming years is the decision of Marina Management. Slip selection is the decision of Marina Management, although all efforts will be made to accommodate the specific desires of individual boaters. Slip reassignment may occur at any time during the season.
7. No carpeting, painting, bumpers, boxes or additional material of any kind may be installed or stored on docks. Only dock boxes installed by the Marina are allowed. Non-Marina dock boxes will be removed by Management. Only Marina approved stairs are allowed on docks.
8. Pets are to be exercised only in marked areas, and owners are expected to clean up after your pet. Dogs are to be walked on leashes and must be attended to at all times.
9. A slip is leased to the owner(s) named on the leasing contract for the boat shown on the contract and it does not transfer with the sale of the boat.
10. No swimming in the Marina harbor.
11. No fishing from boats, Marina structures, or while underway within the Marina area.
12. No fish cleaning is to be done on docks or any public location.
13. Boaters are responsible for transporting their garbage and other refuse to the receptacles provided.
14. All boats shall be operated at "No Wake" speed within the Marina.
15. The period between 10:00 p.m. and 7:00 a.m. are designated quiet hours in the Marina. Boaters will refrain from entertaining or using radios, etc. above decks after 10:00 p.m. for the peace and comfort of all Marina tenants.
16. Anyone wishing to live aboard a boat for longer than two weeks should apply to Marina Management. The Marina reserves the right to refuse permanent live aboard status.
17. Open flame equipment and/or barbecue grills are not permitted on docks.
18. The only vessels to be in a slip is the vessels registered to the slip. Dinghies or other "fun boats" must be stored within the confines of the space leased or on the deck of your boat when not in use. They cannot be stored on the docks. ALL "fun boats" are subject to additional slip fees.
19. While the slip rental rates do include electricity, this inclusion allows only reasonable use. It does not include the unattended running of air conditioning or heating appliances. Owners who leave such appliances running while the boat is unattended will be assessed a surcharge for electricity.
20. Only service companies who have provided evidence of insurance to Marina Management may perform work on boats located in the Marina. Owners or their immediate families may perform normal in the water maintenance on their boat.



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21. Drain oil containers will be provided. Oil is not permitted in dock refuse containers.
22. Chartering for hire is prohibited except for those who have received written permission from Marina Management to operate a charter service from their slip.
23. Including but not limited to those commercial activities noted elsewhere in the rules, no commercial activity of any type is allowed within the Marina except with the written permission of Management.
24. Only one car per boat is authorized in the controlled lots. Overflow parking is available in the various city lots.
25. In October, water lines will be shut off. These lines must be shut off before a freeze. Water lines will be turned on in spring when weather permits.
26. Boats arriving before or staying later than contract period must have written permission from Marina Management. A transient fee will be assessed.
27. Vessel length includes all additions such bowsprits, swim platforms, anchors, etc. No part of the boat may extend beyond the length of the slip. Marina Management may measure vessels after occupancy. Boats deemed by Management to extend beyond acceptable slip limits will be reassigned to a proper size slip, with boat owner being responsible for difference in slip fee. At Management's sole discretion, a boat with a larger length overall than the dock, may be assigned, in which case additional fee's for overhang would apply.
28. No part of a boat may extend over dock walkway. Marina Management reserves the right to move or retie any boat tied in a way deemed unacceptable by Management for Marina safety.
29. No roller blading/skating, skateboarding, bicycling, or motorcycling is permitted on docks.
30. Other rules, as determined by management may be implemented and distributed to all boaters.
31. ALL SLIP DEPOSITS/PAYMENTS ARE NON-REFUNDABLE.
32. No major boat repairs are permitted in the Marina basin, including: welding, hot work, torch use, fiberglass repairs, spray painting or aerosol use of any kind.
33. Sanding near or on the water is prohibited.
34. Spray painting on or near the water is strictly prohibited..
35. Boaters are required to use oil absorbent materials in their bilge areas.
36. Discharge of sewage in the marina is strictly prohibited.
37. Feeding of waterfowl or water birds at The Port of Rochester Marina is not allowed.
38. Discharge of gray water into the Marina basin is strongly discouraged. In addition, the use of soaps, shampoos, and conditioners with no phosphorus or low phosphorus and cleaners that lack ammonia, bleach and lye are strongly encouraged.
39. For the safety of our customers and employees, fueling from gas cans is strictly prohibited. All fueling must be done at a fuel dock.
40. All waste oil, chemicals, painting supplies batteries etc... (any environmentally sensitive products) must be disposed of properly. Please contact Marina Management for any clarifications on proper disposal methods.

THE ABOVE RULES AND CONDITIONS OF THE CITY OF ROCHESTER, PORT OF ROCHESTER MARINA, ARE ATTACHED TO THE 2016 BOAT SLIP RENTAL AGREEMENT. ANY FAILURE TO COMPLY WITH THE ABOVE RULES AND CONDITIONS SHALL BE A DEFAULT TO SAID AGREEMENT.