

Rules and Regulations

Canyon Lake Marina and Campground

A WESTREC PROPERTY

In an effort to provide a safe, harmonious, and inviting atmosphere for all Marina Users, we have established these Rules and Regulations (these “**Rules**”), which are in addition to the provisions set forth in the Moorage License Agreement (the “**Agreement**”). Capitalized terms used but not defined in these Rules have the meanings given to them in the Agreement.

1. When you or Your Boat are within the Marina, you and Your Boat are subject to our requirements including the Agreement, these Rules, all posted signs, and the verbal or written instructions from our employees, staff, or security personnel.
2. Your or your Guests' failure to cease conduct that we, in our reasonable discretion, deem offensive, disruptive, illegal, inappropriate, or non-compliant is grounds for immediate termination of the Agreement and revocation of the License.
3. Only pleasure Boats, and only in good condition and under their own power, may be moored at the Marina. If we in our reasonable discretion question the condition of Your Boat, we have the right to require a Coast Guard safety inspection of Your Boat. If Your Boat does not pass the safety inspection, it is grounds for immediate termination of the Agreement and revocation of the License. You must immediately correct any condition of or aboard Your Boat that we, in our sole discretion, determine constitutes a fire hazard, navigational hindrance, water or personal safety hazard, health hazard, environmental threat, nuisance, or danger to public safety, or is aesthetically unpleasant.
4. Fuel Your Boat only at an approved fueling station. Never fuel Your Boat while it is moored in Your Slip or in or adjacent to any other Slip.
5. Do not operate engines in gear while Your Boat is secured to the Docks.
6. Do not throw garbage or rubbish overboard. Either deposit garbage and rubbish in containers provided for that purpose at various locations within the Marina, or take garbage and rubbish with you when you leave the Marina.
7. You are strictly prohibited from: (a) pouring, pumping or emptying motor oil, cooking oil, paint, paint remover, solvents, mineral spirits, oily bilges, sewage, or flammable liquids of any kind whatsoever into the water, on the landside areas of the Marina, or any sewer system or facility; (b) using paint, paint remover, solvents, mineral spirits, and similar substances at Your Slip; (c) storing flammable liquids of any kind whatsoever on the Docks, or in storage lockers or chests; (d) disposing of batteries or other items that may pose an environmental hazard in and around the Marina except in strict compliance with all applicable governmental regulations; and (e) using charcoal or wood-burning grills on the Docks.
8. All marine toilets must be of a design that can be emptied only by pumping out. Do not float or operate a Boat that has a through-the-hull marine toilet. All sanitation facilities on Boats moored at the Marina must be fully sealed against any discharge into the lake and we may demand proof of the same.
9. Firearms and other weapons of any kind whatsoever are not permitted anywhere within the Marina. Although we do not normally consider as weapons ordinary kitchen utensils or small knives and similar tools commonly used in connection with fishing and fish cleaning and processing, we reserve the right to determine in our sole discretion what constitutes a weapon for purposes of this Rule
10. Keep noise to a minimum at all times, day or night. In particular, observe our quiet hours, which are between the hours of 10:00 p.m. and 8:00 a.m. every night. During quiet hours, there must be no loud partying, disturbances, or other loud noises from any source whatsoever including children, pets, generators, engines, radios, televisions, and streaming audio or video. If we receive a noise complaint, we may require you to be quiet earlier than 10:00 p.m. We have the right to prohibit the playing of all music or the generating of all other sound during quiet hours.
11. Do not: (a) mount, affix, attach, or install anything on or to the Docks without our prior written consent, including television dish antennas, shower heads, Boat lifts, electrical fixtures, or electrical lines or cords; or (b) use or occupy Your Boat as a residence.
12. Sailboats entering the Marina basin must come in under power and not under sail.
13. Installation of initial electrical service to Your Slip, and any subsequent changes to your electrical service, including the outlet, meter, circuit breaker, and wiring, must be made by our staff or contractor only, at your expense at prevailing retail rates for parts and labor. You must not and must not permit others to tamper with or modify in any way any component of our electrical systems. All extension cords, power cords, wiring, lighting, and other electrical components you furnish to Your Boat or at Your Slip must comply with all then-current National Electrical Code (N.E.C.), National Fire Protection Association (NFPA) Code 303, and USDAFS standards for wet locations, and the determination of compliance is solely your responsibility; you assume all risks of noncompliance. We may but are not obligated to remove or disconnect your extension cords, power cords, wiring, lighting, and other electrical components not meeting said standards without Notice or liability to you for loss, damage, trespass, or conversion.
14. You have the sole responsibility to provide and maintain mooring lines, to prevent excessive wear and tear on fender materials, and to ensure the safe and secure mooring of Your Boat at all times. You must use mooring lines of at least ½” diameter and in good condition at all times. Our employees may re-tie Your Boat at any time to correct inadequate or faulty mooring without Notice or liability to you for loss, damage, trespass, or conversion and, if they do, you must pay us the current labor and materials fees for that service promptly upon receipt of our invoice. However, this in no way creates any duty on our part to inspect Your Boat, mooring lines, or rigging, or to re-tie Your

Rules and Regulations

Canyon Lake Marina and Campground

A WESTREC PROPERTY

Boat. Your failure promptly to cure problems or fix damage created by you is grounds for immediate termination of the Agreement and revocation of the License.

15. When Your Boat is anywhere within the Marina, do not with respect to Your Boat: (a) engage in burning of paint, scraping, grinding, sanding, or use of spray guns, neither above deck nor below deck; or (b) perform major repair, painting, or overhaul. You may perform routine, minor maintenance, but we may make the determination in our reasonable discretion whether maintenance is both routine and minor. You bear sole responsibility and liability for any loss, damage, or injury to persons or property caused in whole or in part by you or by other persons performing maintenance or repair work on Your Boat of any kind or nature whatsoever. Your failure promptly to cure any such loss, damage, or injury is grounds for immediate termination of the Agreement and revocation of the License.

16. Give us at least one Business Day's advance Notice of any maintenance or repair work to be performed on Your Boat while at the Marina, including the nature of the work to be performed and the names of the persons who will perform the work and proof of their insurance. Also, the person or persons doing the work must check in at our office before proceeding to Your Boat. Only warranty work on Your Boat is allowed at the Marina. All other maintenance or repair work while within the Marina must be performed by the then-current on-site Boat repair lessee unless you obtain the lessee's prior consent which consent may be granted or withheld in the lessee's sole discretion. The on-site Boat repair lessee is an independent business and is not affiliated with us.

17. If we need to perform maintenance or repair work at Your Slip or elsewhere on the Docks, we may relocate Your Boat to any other Slip or location within the Marina until our maintenance or repair work is completed without prior Notice and without liability to you for loss, damage, trespass, or conversion. The relocation will be done at our expense unless the need for the maintenance or repair work arose as a result of your actions or omissions.

18. Visitors are not allowed in the gate after 12:00 a.m. (midnight) unless escorted by you or one of your Authorized Users.

19. Do not lay carpet or place canoes, jet skis, refrigerators, barbeque grills, planters, pots, lockers, chests, debris, gear, or similar items on the Docks or elsewhere within the Marina without our prior written consent in each instance. We may but are not obligated to remove any and all unauthorized items without prior Notice and at your expense, that being a minimum charge of \$50 per occurrence, without liability to you for loss, damage, trespass, or conversion.

20. When checking out of the Marina, you must report to our office and settle all of your accounts, and must remove all of your personal property from wherever located at the Marina before leaving. However, you must not remove any item attached to any part of the Docks; they are considered fixtures and become part of the Marina property where and when attached.

21. Vehicles left at the Marina longer than 14 days without our prior written approval may be towed away at your expense. Trailers of any type may not be stored or parked at the Marina. Vehicles, Boat trailers, or other trailers that are unlicensed, unauthorized, or found in non-approved areas are subject to immediate towing at your expense. The minimum charge for towing is \$100 per occurrence.

22. The speed limit for motorized vehicles and devices of any kind on roads and parking areas within the Marina is 15 miles per hour unless otherwise posted.

23. Do not use or ride motorcycles, scooters (whether motorized or non-motorized), skateboards, roller skates, roller blades, bicycles, or similar devices or conveyances anywhere on the Docks.

24. Swimming is prohibited anywhere in, around, or within 60 feet of any part of the Docks.

25. All pets must be kept on a leash while at the Docks, and while within one foot of any Marina parking or common areas. All pets must be toileted on the grassed areas adjacent to the launch ramp, and you must promptly pick up all droppings from your pets. **GUESTS MUST NOT BRING PETS TO THE MARINA.**

26. Do not feed wild animals. Do not leave perishable food products on Your Boat or at Your Slip while unattended.

27. Do not conduct commercial activity of any kind whatsoever in, on, or around Your Boat, Your Slip, or anywhere else at the Marina. Accepting money or other compensation from others, including Authorized Users, for the use of Your Boat or Your Slip is a commercial activity. No advertising or soliciting is permitted on any Boat, Slip, or elsewhere within the Marina, and we reserve the absolute right to remove any signage without liability to you for loss, damage, trespass, or conversion. Boats for sale should be shown on an appointment basis only. We may refuse admittance to the Docks of potential buyers (such as to view, inspect, or test drive Your Boat) without your presence or your written approval.

28. All Slip transfers made at your request are subject to a fee equal to the greater of \$100, or the then-current cost of installing electrical service at the new Slip. If you request us to relocate a Boat hoist or lift to the new Slip, the fee is \$500. We may in our sole discretion, but are not obligated to, waive all or part of the fees for the first transfer.